

The complaint

Mr S is unhappy that American Express Services Europe Limited (“AmEx”) closed his account.

What happened

Mr S raised a complaint with AmEx because he was unhappy that they had closed his account, which he felt AmEx had done without giving him any advance notice.

AmEx responded to Mr S and confirmed that they had closed Mr S’s account because it had met their account dormancy criteria and explained that they had provided advance notice to Mr S via information given in Mr S’s monthly account statements. Mr S wasn’t satisfied with AmEx’s response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn’t feel that AmEx had acted unfairly towards Mr S and didn’t uphold the complaint. Mr S remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

AmEx closed Mr S’s account based on their account dormancy criteria on 7 August 2025. The last time that Mr S used his account before it was closed was 5 October 2023, with the last payment being made to the account by Mr S on 1 November 2023. This meant that when AmEx closed Mr S’s account, it was approximately 21 months since Mr S had used the card and approximately 20 months since the last action on the card – the last payment that Mr S made.

AmEx have explained that they consider accounts to have fallen dormant if there has been no activity on an account for at least twelve months. As outlined above, that was the case in this instance, and AmEx have further explained that their policy is to close dormant accounts if the account holder doesn’t respond to notifications provided on the ongoing account statements which advise that the account is slated for closure.

That AmEx will provide such notices on account statements is included within the terms and conditions of the credit agreement, which Mr S consented to and accepted when he opened the AmEx account. Specifically, the agreement states as follows:

“We may send you notices on or with your statements. This could include any information we’re legally required to send you, such as information about changes to this agreement or other agreements we have with you.”

Mr S has explained that he wasn’t using the account but wanted to keep it as a ‘backup’ account, and that because he wasn’t using the account he wasn’t reviewing the statements. This is unfortunate, but as the account holder it was Mr S’s responsibility to have been

aware that AmEx might include information for his review on the statements and to have reviewed them accordingly.

That AmEx close accounts that have fallen dormant is not unusual – many credit providers maintain a similar policy. I'm therefore not convinced that it was reasonable for Mr S to have assumed that he could maintain the account indefinitely while not using it, and I feel that if Mr S wanted to do so he should have sought confirmation from AmEx directly as to what their policy was in such circumstances. Alternatively, Mr S could have sought information online, and I note that typing 'Will AmEx close my account if I don't use it?' into a search engine provides clear confirmation that AmEx will look to close dormant accounts.

Mr S has questioned why AmEx provided the impending account closure warnings on account statements and not by other means, such as an email or written letter. But I don't feel that it's unreasonable for AmEx to have relied on the communication method as described in the account terms and conditions. Furthermore, AmEx's policy seems designed to discourage account usage as Mr S has described, where he was neither using nor monitoring the account, and I'm satisfied that AmEx were acting both fairly and within their rights by seeking to close Mr S's account when it demonstrated such inactivity.

Mr S has also suggested that AmEx didn't take into account health conditions that he'd appraised them of on another AmEx account that he holds, and which he feels should have led AmEx to allow his account to remain open. I can appreciate Mr S's concerns in this regard, but I'm not persuaded that his health conditions should reasonably have had any impact on AmEx's decision to close his account. Instead, I feel that it was reasonable and fair for AmEx to have followed the account dormancy process that they did, even had they taken Mr S's health concerns into account.

In taking this position, I'm not trying to downplay Mr S's health conditions in any way. But the dormancy process that AmEx followed is an automated and policy-driven one, applied consistently across all accounts that show prolonged inactivity. Because the policy is triggered by inactivity alone and leads directly to the account being closed, there is very little ongoing activity or risk for AmEx to assess. That means personal circumstances, including health issues, generally don't alter the outcome. This feels fair to me. So, while I'm sympathetic to the difficulties Mr S has described, I'm satisfied that AmEx acted in line with their established approach and that it wasn't unfair for them to proceed in the usual way in this situation.

The key point here is that I'm not persuaded that AmEx closed Mr S's account without giving him any prior notice. Instead, I'm satisfied that AmEx did send advance notice to Mr S that they would close his account if it remained dormant and did so via the channel described in the account terms and conditions. It's clear that Mr S didn't see these notifications, but ultimately I don't feel that was AmEx's fault, and as explained I feel that if Mr S wanted to keep his account open, I feel that he should reasonably have been monitoring it, including the account statements.

All of which means that I won't be upholding this complaint or instructing AmEx to take any form of action here. I hope that Mr S will understand, given all that I've explained, why I've made the final decision that I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 March 2026.

Paul Cooper
Ombudsman