

## **The complaint**

Mr G complains that American Express Services Europe Limited trading as American Express (AESEL) blocked his card without warning, provided him with misleading and contradictory information about his account and failed to handle his complaint fairly.

## **What happened**

Mr G holds a British Airways American Express Card.

On 26 June 2025 AESEL began a Know Your Customer (KYC) review. AESEL sent emails to Mr G asking him to provide information, including proof of identity, proof of address and proof of income.

On 27 August 2026 Mr G attempted to use his card to make a payment at a wedding but found that it had been blocked.

On 29 August 2026 Mr G sent the required information to AESEL and spoke to an advisor who advised that he could use the card as normal. However, the card remained blocked.

On 16 September 2026 an advisor explained to Mr G that he needed to send in his bank statements. Mr G sent these the same day.

On 18 September 2026 Mr G contacted AESEL and was advised that his statement had been received and that his account was active. However, Mr G found that he was still unable to use his card.

Mr G complained to AESEL. AESEL issued a final response on 19 September 2025 in which it said it wasn't upholding the complaint because it hadn't made any errors. It said it had sent Mr G multiple emails asking him to provide information but as the information wasn't received the account was suspended on 27 August 2025.

Mr G was unhappy with the response and raised further concerns with AESEL. He said he hadn't been advised that his account would be suspended. He also said he'd been promised a call in relation to his previous complaint but hadn't received one. Mr G was unhappy that he'd been told that the suspension had been removed from his account when it hadn't.

AESEL issued a final response on 13 October 2025. It partially upheld the complaint on the grounds that it had provided misleading information to Mr G regarding the suspension of his account being removed. AESEL awarded Mr G £50 compensation and apologised for the inconvenience caused. It said it hadn't made any errors in relation to the KYC review or in its handling of the previous complaint.

Mr G remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. They said that AESEL was required to complete the KYC review as part of its regulatory obligations and that it had sent letters to Mr G on 26 June 2025 and 11 July 2025 detailing the information required and warning of suspension and termination should the required information not be received. The investigator said that

AESEL had acted in one with the terms and conditions of the credit agreement. The investigator said that AESEL's service had fallen short in terms of the misinformation it had provide to Mr G regarding the account suspension being removed when it hadn't but said the compensation paid was fair and reasonable. In relation to the aspect of Mr G's complaint which related to the way in which AESEL had handled his complaint, the investigator explained that this service isn't able to look into complaints about complaint handling because complaint handling isn't a financial service or product.

Mr G didn't agree. He said the impact on his mental health hadn't been properly considered and the compensation offered by AESEL wasn't consistent with the harm caused which included distress, reputational damage, mental health consequences and the eventual loss of the account.

Because Mr G didn't agree I've been asked to review the complaint.

### **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.

I know it will disappoint Mr G, but I agree with the investigator's opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

I've reviewed the system notes. AESEL began a KYC review on Mr G's account on 26 June 2025. I can see that AESEL sent a letter to Mr G on 26 June 2025 advising him that it needed to gather additional information as part of its regulatory obligations. The letter advised Mr G that he needed to send in the information requested within 60 days and that if he didn't, the account would be suspended and possibly cancelled. In the letter, AESEL set out the information it needed. At the end of the letter was a warning in bold which said:

***"Notice of Termination and Suspension. This communication serves as notice that your Card Agreement will be terminated unless the required information and documentation is received within a specified time period"***.

I can see that AESEL sent a second letter to Mr G on 11 July 2025. The letter advised Mr G that AESEL hadn't received the information it had previously requested and reminded him of the need to provide it. The letter ad vised Mr G that if the information wasn't received within the timescale, his account would be cancelled. At the end of the letter was a warning in bold which said:

***"Notice of Termination and Suspension. This communication serves as notice that your Card Agreement will be terminated unless the required information and documentation is received within a specified time period"***.

I can't see that Mr G responded to either of these letters. Nor can I see that any of the information requested in the letters was provided.

The account was suspended on 27 August 2025, as the period of 60 days identified ion the first letter had expired and no information had been received by AESEL.

I'm aware that Mr G discovered that the account had been suspended when he tried to use

the card to make a payment on 27 August 2025. I can also see that Mr G provided information to AESEL on 29 August 2025.

AESEL sent a letter to Mr G on 29 August 2025 advising him that whilst validating the information he'd provided it had found some discrepancies. AESEL set out the further information it needed and asked Mr G to provide this within 10 days to avoid the agreement being terminated.

AESEL wrote again to Mr G on 17 September 2025 repeating its request for the information it had requested in the letter dated 29 August 2025. The letter advised Mr G that the information was required within 10 days to avoid termination of the agreement.

On 26 September 2025 AESEL wrote to Mr G and advised him that his card agreement had been cancelled because it hadn't received the information it had requested.

In between these letters I can see that Mr G spoke to AESEL on 29 August 2025. During the call Mr G was advised that his account was active. I can see that Mr G spoke to AESEL on 18 September 2025 and was again advised that his account was active. AESEL has since acknowledged that this advice was incorrect as the account remained suspended at this time.

AESEL has upheld the part of the complaint relating to the incorrect information provided to Mr G that his account was active when it wasn't and has paid completion of £50.

I understand the embarrassment Mr G felt when his card was declined, particularly as this happened at a public event. But I can't agree with Mr G when he says that his card was suspended without warning, because – as I've explained above – AESEL sent letters to Mr G requesting information and warning that his account would be suspended if he didn't provide it. So I'm unable to conclude that AESEL made an error or treated Mr G unfairly when it suspended the account.

I appreciate that Mr G was provided with incorrect and misleading information about the status of his account when he contacted AESEL. AESEL has acknowledged this service failing. In my view, the information given to Mr G on the phone must be seen in the wider context of the information in the letters that were sent to him on 29 August 2025 and 17 September 2025. Both of those letters made it clear that there was still information required from Mr G. And importantly, both letters warned of account termination.

Taking this into account, and whilst acknowledging that the suspension and cancellation of the account impacted Mr G in the ways that he has described including distress and inconvenience and mental health, I can't overlook the fact that the cause of the suspension and cancellation was Mr G's failure to provide the information requested. I haven't found that AESEL made an error when it suspended the account and therefore, I can't hold AESEL responsible for the impact on Mr G caused by the suspension and ultimate cancellation of the account.

The incorrect information provided by AESEL about the account being active when it wasn't clearly added to Mr G's frustration but in the circumstances, I think the compensation offered by AESEL for the error in providing incorrect information on the phone is fair and reasonable and in line with what this service would award.

I appreciate that Mr G raised an issue about the way in which his complaint was handled by AESEL. As explained by the investigator, this service can't consider complaints about complaint handling as they are outside of this services jurisdiction.

**My final decision**

My final decision is that I don't uphold the complaint.

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

Emma Davy  
**Ombudsman**