

The complaint

Mr A says American Express Services Europe Limited (AESEL) treated him unfairly in relation to his credit card account.

What happened

Essentially, Mr A asked AESEL to transfer a £15 credit on his account to another account. The transfer was unsuccessful and Mr A said AESEL constantly harassed him about the credit. He said he'd called AESEL to resolve the issue, but it denied the calls took place.

Because of the problems Mr A said he experienced, he made a subject access request (SAR) to show he'd called when he said he did. He said AESEL deliberately didn't provide the information he wanted in an attempt to falsely misrepresent the circumstances.

Unhappy with how AESEL had dealt with the matter, and its apology and offer to pay him £150 as compensation, Mr A brought his complaint to this service. He felt an offer of £450 would have been more appropriate.

Most recently, I issued a provisional decision upholding the complaint in part. Essentially, while I agreed with Mr A that AESL's offer of compensation wasn't sufficient, I didn't think an offer of as much as £450 was warranted in the circumstances. I asked AESL to pay an additional £150 – making a total of £300 – to compensate Mr A for the distress and inconvenience he'd been caused. I asked both parties to send in further information for me to consider before I reached a final decision on the matter.

AESL accepted my provisional decision. Mr A, on the other hand, still felt a total of at least £400 should be paid. Among other things, he said he felt threatened by AESL despite being a long-standing customer. Mr A said AESL interrogated him and deliberately failed to process his SARs, denying him the opportunity to bring his complaint to this service sooner.

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.

Having done so, and while paying particular attention to Mr A's comments in response to my previous decision, I uphold the complaint in part. I'll explain why.

I'm aware Mr A feels strongly that AESEL's acted dishonestly and with intent to cover up its actions. He's confirmed this in his response to my provisional decision. I'm sorry that relations between the parties have broken down to such an extent that Mr A genuinely believes this to be true.

My assessment's been led by the evidence and what this shows me on the balance of probabilities. That evidence includes Mr A's submissions and allegations but also what evidence, if any, has been brought to support what's been said. The allegations Mr A's made

about AESEL are very serious. But I remain of the view that there isn't enough to suggest its actions were in any way deliberate as Mr A believes.

That said, it's clear to me that AESEL could have done better in its dealings with Mr A. And that this negatively impacted on him to the extent that compensation should be paid for the distress and inconvenience Mr A's been caused.

Our approach to awards for distress and inconvenience is well-established and is published on our website. Some of the cases we see warrant awards in the region of £450, which is the figure Mr A's mentioned to us right up until his most recent submissions. But most of the cases we deal with warrant lower awards, or even no award at all. I've taken account of Mr A's preference and our general approach in considering the specific circumstances of Mr A's complaint.

Those circumstances include that there were several failings on AESEL's part. Not least, Mr A's requests to transfer the credit as far back as February 2022 and on further occasions since then weren't carried out as he reasonably expected. When Mr A complained to AESEL he had to wait several months for it to fully respond.

More significantly, Mr A made a SAR back in July 2022 which wasn't carried out. He then made a further SAR in October 2022 and that too wasn't actioned. It wasn't until January 2023 that AESEL properly acknowledged the request and assured him it would be dealt with it.

The mistakes AESEL made took place over several months, and I'm satisfied from the calls held between this service and Mr A and from his written submissions, that this caused him frustration, upset and inconvenience. I can see why Mr A's distrusting of AESEL and of what it's told him given the nature and number of errors it's made along the way.

Taking all of this, and everything else, into account I'm persuaded that AESEL's apology and offer of £150 isn't sufficient to put things right for Mr A. On the other hand, I don't think an offer of as much as £400 or £450 is warranted in the circumstances.

Instead I remain of the view, despite Mr A's most recent comments, that AESEL should pay Mr A £300 in total as compensation. That amount includes the £150 it's already offered to pay him.

I realise that Mr A feels £300 isn't sufficient – I'm sorry to have to disappoint him. But, looking at matters from an independent perspective, I still believe that amount's fair and reasonable in all the circumstances of the complaint.

Putting things right

AESEL should increase its offer of compensation to £300 in total.

My final decision

For the reasons given, I uphold the complaint in part. I require American Express Services Europe Limited to put things right for Mr A as explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 12 March 2024.

Nimish Patel

Ombudsman