

The complaint

Mr D is unhappy because he asked American Express Services Europe Limited (AESEL) to block a supplementary card holder from using the account. AESEL froze the card but didn't block digital wallet transactions. Mr D says that the supplementary card holder carried on spending using the digital wallet and then refused to pay. As a result, Mr D hasn't been able to pay the balance and the account has gone into default.

What happened

Mr D held a credit card account with AESEL. On 20 September 2022 he contacted AESEL customer services and asked for the supplementary card on the account to be blocked.

AESEL advised Mr D that it could temporarily freeze the card. Notwithstanding the freeze, further transactions were made on the card using the digital wallet.

Mr D complained to AESEL. He said he'd requested for the card to be blocked because he was concerned that the supplemental card holder wouldn't pay. He asked for the supplementary cardholders spending to be removed from the account.

In its final response, AESEL said it had advised Mr D that although the card could be temporarily frozen, and it had also advised him that digital wallet transactions could still go through on the card.

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

Our investigator didn't uphold the complaint. They said that although AESEL should've advised Mr D to cancel (rather than freeze) the card when he called, the agent had been clear with Mr D that freezing the card didn't apply to the digital wallet. The investigator said that AESEL had told this service that it would like to offer Mr D compensation of £100 in recognition of the trouble and upset caused, which the investigator thought was a fair and reasonable amount.

Mr D didn't agree. He said he'd asked AESEL to block the card and he believed that he should've been asked for further information as to why he was requesting this.

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've listened to the call that Mr D made to AESEL on 20 September 2022. In the call, Mr D said that he wanted to "put a hold" on the supplementary card which was linked to his account. In response, the agent explained that a temporary freeze could be placed on the account for 7 days. The agent explained that during this period, the card could still be used online using the digital wallet and that the account would be unfrozen after 7 days and would revert to normal use.

I appreciate that Mr D has said that his intention was to have the card blocked. However,

having listened to the call, I'm not persuaded that Mr D made this clear. Even if Mr D had intended for the card to be blocked. I'm satisfied that the agent advised him clearly during the call that the card was being frozen and that there were limitations to the freeze involving the digital wallet.

There's nothing that I've heard in the call to make me think that AESEL provided incorrect information to Mr D, or that Mr D didn't understand what the agent said. Mr D has stated (in correspondence with AESEL) that he acknowledged that he was informed that the card would be blocked temporarily and that the block would only affect some transactions. So I'm satisfied that Mr D was aware of what was going to happen.

I understand that Mr D's intention was to have all transactions on the supplementary card blocked permanently. However, as I've said above, this request wasn't made clear on the call. AESEL has said that its agent could have done more and should have advised Mr D that the only way to stop all transactions on the account would be for the account to be cancelled. I don't disagree but having listened to the call I can understand why the agent didn't discuss this, as Mr D was focused on placing a stop on the supplementary card holder card and not the entire account.

I appreciate that Mr D wants the supplementary card holders spending to be removed from the account. I've reviewed the terms and conditions of the account. These state that the primary card holder is responsible for the use of the account by supplementary card holders and anyone they allow to use the account. Because of this, I'm unable to say that AESEL has made an error when it advised Mr D that he was liable for the entire account balance.

I'm aware that AESEL has offered Mr D compensation of £100 in recognition of the trouble and upset caused by this matter. I think that's a fair and reasonable amount to resolve the complaint.

For the reasons I've given, I'm unable to uphold this complaint. I won't be asking AESEL to do anything further.

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 D to accept or reject my decision before 30 January 2024.

Emma Davy
Ombudsman