

The complaint

Mr A complains American Express Services Europe Limited (AESEL) unfairly charged him interest after he made a payment to his credit card account.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

Mr A has made a number of points about ongoing concerns he has with the way AESEL manage his account. However, my decision can only focus on the issue complained about that took place in March 2023.

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, I've reached the same conclusions as our Investigator, for these reasons:

- Mr A made his payment for his credit card account on the due date. This fell on a Sunday, so the payment wasn't processed until the next working day. As the payment was applied to Mr A's account after the due date, he was charged interest. For me to determine if AESEL treated Mr A fairly, I've had to review his statements and terms and conditions of his account.
- The terms and conditions of Mr A's account explain the payment due date will fall at least 25 days after the statement date. Having reviewed the statement in question, I've seen the due date was within that time frame.
- The terms and conditions also explain that payments made outside business hours will be processed the next business day. As Mr A made his payment on a Sunday, I don't consider AESEL treated him unfairly by processing his payment when they did, because they did so in line with the terms and conditions of his account.
- Mr A has told us about his personal circumstances and explained they impact his memory. He's said AESEL didn't do enough to support him. I'm sorry to hear Mr A feels he didn't get the support he needs from AESEL. However, I've not seen any evidence that shows AESEL were aware of his vulnerabilities before his March 2023 payment. As AESEL weren't aware, they weren't given the opportunity to discuss what support he needs.
- I've not seen anything to persuade me that Mr A wasn't given access to his statement in enough time to allow him to make the March 2023 payment before the due date. Given the points I mentioned above, I can't agree that AESEL's actions are the sole reason Mr A made his payment when he did. In turn, I won't be asking AESEL to refund the interest applied to Mr A's account.

- As AESEL is now aware of Mr A's vulnerabilities, I would encourage both parties to discuss what support he may need to help prevent something like this happening in the future.

I know Mr A will be disappointed with the outcome, but for the reasons above, I'm not asking AESEL to do anything to put things right.

My final decision

My final decision is that I do not uphold Mr A's complaint about American Express Services Europe Limited (AESEL).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 November 2023.

Sarrah Turay
Ombudsman