

The complaint

Mr K complains about American Express Services Europe Limited (AESEL) ("American Express") for not awarding him 5000 bonus Avios points when he met the minimum spend on his new credit card with them. He wants American Express to give him the points or sufficient compensation to buy the equivalent amount of points.

What happened

Mr K previously held a personal American Express card. He cancelled that card in January 2019.

In October 2019, Mr K applied, and was accepted, for another American Express card.

At the time of his application, American Express was offering a reward for new cardholders. This offered 5000 bonus Avios points if the cardholder spent £1000 on the card within the first 3 months.

Mr K received his card and began using it.

When he had spent more than £1000 using his card, Mr K expected to receive the bonus points. When he did not receive these points, he contacted American Express.

The agent he reached advised him that he was not eligible for the bonus points as the terms of the offer applied only to new customers who had not held an American Express card within the previous 24 months.

Mr K was not happy with this response and contacted us.

One of our investigators has looked into this matter and set out her view to the parties.

This was, that the information available as part of the offer at the relevant time, and contained within the declaration Mr K agreed to, it was clear that the offer was only open to new cardholders who had not held a card in the previous 24 months. Our investigator therefore did not think that American Express had done anything wrong and she did not recommend they do anything further.

Mr K did not accept that view and asked for an ombudsman 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.

I have, in particular, reviewed Mr K's screenshots of the information American Express provided and the equivalent information from American Express.

As the investigator set out in her thorough view, it is clear from the evidence that the information surrounding the offer made clear that it did not apply to customers who had held a card in the previous 24 months.

Indeed, the declaration Mr K agreed to when submitting his application stated:

“All introductory offers are subject to change, can be withdrawn at any time and are not available if you currently hold or have held any personal American Express card in the past 24 months.”

Whilst I appreciate that Mr K may not have seen these terms, I am satisfied that they were there, available and sufficiently clear to understand. I therefore agree with my colleague’s view and cannot say that American Express has done anything wrong in not giving MR K the bonus points.

I appreciate that this decision will be disappointing to Mr K, but I hope it clearly explains why I have reached it.

My final decision

For the reasons given above, I do not uphold Mr K’s complaint and do not ask American Express Services Europe Limited (AESEL) to do anything further.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 28 December 2020.

Laura Garvin-Smith
Ombudsman