

The complaint

Mr D complains American Express Services Europe Limited (“American Express”) made mistakes when he contacted them about transferring his Avios points to his account.

What happened

American Express accept they gave Mr D misinformation about the transferral of Avios points earned on his account. When contacting American Express, Mr D was assured that the Avios Points would be issued sooner by bringing the statement date closer. Unfortunately, this wasn't the case as the cut-off date is approximately six days prior to statement production. As a result, the Avios points took longer to transfer than if the statement date had been left. American Express apologised and paid Mr D £80 compensation.

Mr D didn't think this was a fair response to his complaint for a number of reasons. He said the cost of his flights had risen and he now had the Avios points to spend he had no plans to travel and use them. He didn't think the compensation applied covered the additional sums he needed to pay. Or that it reflected the impact this incident had on his mental health as it was worrisome to see the prices rising and the discount from his Avios points not being applied.

Our investigator didn't uphold the complaint. As American Express upheld the complaint he'd considered the impact of the error on Mr D and whether the compensation paid was fair. He thought it was and in line with what we'd recommend.

Mr D didn't agree and thought more compensation was warranted.

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 agree with the conclusions reached by the adjudicator. These are my reasons for doing so.

American Express upheld this complaint. It accepts Mr D was misadvised about the impact changing his direct debit and statement date would have on when his Avios points would be available. So, I'm considering the impact this mistake had on Mr D and looking at putting him back in the position he would have been in if it hadn't been misadvised.

On the information before me, I don't think it's right to say Mr D has lost the Avios points here. Rather the opportunity to use them on that occasion was lost. Although I appreciate Mr D has no immediate plans to use the points, they remain available to him until expiry. So, as I don't think there's been a loss of the Avios, I think it would be unreasonable to award compensation for that.

There's undoubtedly been some inconvenience for Mr D here. But, I think, the £80 American

Express credited to the account as a gesture of goodwill when Mr D complained is a reasonable response. It's the sort of award I'd have recommended had it not been offered. I understand flight prices do fluctuate *and* it's not commonplace to take retain proof of flights browsed at a lower price. But I'm afraid, as there's no evidence of the flight price increase Mr D's told us about, American Express's approach to this isn't an unreasonable one. So, I'm not going to ask it to take any further action here.

Given how strongly Mr D feels about what happened he may want to pursue the matter further through other routes. But my decision brings to an end what we – in trying to resolve his dispute with American Express informally – can do for him. I'm sorry if this disappoints Mr D.

My final decision

My final decision is I that I don't uphold this complaint as American Express have already responded reasonably.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 May 2023.

Annabel O'Sullivan
Ombudsman