

The complaint

Mr V complains American Express Services Europe Limited (Amex) failed to pay him the bonus points on his newly opened charge card account.

What happened

Mr V says he opened an Amex platinum business card account (PBC) and at the time of opening the account he was informed by a member of Amex staff he would be entitled to receive up to 100,000 welcome bonus points, subject to him spending £10,000 in the first three months. Mr V says he met those conditions but didn't receive any bonus points as promised and on querying this with Amex he was told he wasn't eligible as he was an existing account holder.

Mr V also says following this Amex then agreed to give him double points on his spending for the next six months, which it has since reneged on.

Mr V wants Amex to pay him the 100,000 points he was due and a further 100,000 points for the inconvenience this has caused him.

Amex says it has no record of telling Mr V he was entitled to the bonus points he refers to and the application for the PBC clearly states that existing preferred reward card holders are not eligible for this offer. Amex says it cannot establish it has made any errors and didn't uphold Mr V's complaint.

Mr V wasn't happy with Amex's response and referred the matter to this service.

The investigator looked at all the available information and partly upheld the complaint. The investigator says he wasn't able to listen to the phone call Mr V refers to back in April 2022 but based on the evidence he had seen he didn't feel Mr V was eligible for the welcome bonus points. The investigator felt the terms and conditions of the offer were made clear at the time of the application and were also available on Amex's website.

The investigator did feel Amex confused Mr V about potentially what it could offer going forward for the next six months and felt it should pay Mr V £100 for the trouble and upset this caused.

Mr V didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for a final 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.

Having done so, I will also be partially upholding this complaint and I will explain how I have come to my decision.

I can understand it would have been upsetting for Mr V to learn he wasn't entitled to the

welcome bonus points for the new PBC account he'd opened with Amex, when he understood that he was, following a telephone conversation with Amex staff.

When looking at this complaint I will consider if Amex acted reasonably when it informed Mr V he wasn't eligible for the welcome bonus points for his PBC.

The first thing to say here is this service hasn't been provided with a call recording of the telephone conversation Mr V says he held with Amex in April 2022, at the time he applied for the PBC, as Amex have no record of the call on its files. So, with that in mind in order to come to a full and impartial decision here, I can only rely on the evidence both sides have provided this service.

It's worth saying having looked at the terms and conditions of the PBC when Mr V applied, it does make clear that existing card members are not eligible for the welcome bonus points. While I understand Mr V says he was told he was eligible when he phoned, as I can't be certain what either party may or may not have said, I can only say in all probability and on balance, it's unlikely a member of Amex' staff would have informed Mr V, knowing all the facts of his application, that as an existing card member he would be eligible. That's not to say that's what Mr V believed he was told; it's simply I have no way of confirming that.

Mr V has also made the point when he rang to complain about this issue with Amex in early January 2023, an agent suggested that he could benefit from double points for the next six months. I have listened to that call where Mr V says he would think about the offer, but I can't see he did that until a week later, by which time Amex says the new offer wasn't now available to him.

It's fair to say businesses like Amex may make initial offers to resolve complaints but these aren't open ended and it's not the role of this service to scrutinise Amex's complaints process or to tell Amex how it should deal with complaints more widely.

So here, I agree with the investigator's view that Amex acted fairly when it informed Mr V he wasn't entitled to the welcome bonus points for the reasons I have already stated. Having said that, I am satisfied it's reasonable here for Amex to pay Mr V £100 for the confusion it caused when discussing his options going forward on the PBC in terms of what bonus points it would be prepared to offer.

I understand Amex have now cancelled Mr V's accounts with them, so it's important that Mr V now discusses this matter directly with Amex to avoid any further issues going forward.

While Mr V will be disappointed with my decision, I feel this is a fair outcome here.

Putting things right

I instruct American Express Services Europe Limited to pay Mr V £100 for the trouble and upset caused.

My final decision

My final decision is that I uphold this complaint.

I instruct American Express Services Europe Limited to pay Mr V £100 for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 18 September 2023.

Barry White
Ombudsman