

## **The complaint**

Mr L complains that he didn't receive his welcome bonus when he opened a credit card account with American Express Services Europe Limited ("AESEL").

## **What happened**

In January 2023 Mr L opened a credit card account with AESEL. The account included an offer of bonus Avios points if he spent £3000 on the card within the first 3 months.

Mr L spent £3000 but didn't receive the Avios points. He queried this with AESEL and was advised that he was ineligible for the Avios bonus because he'd held an American Express account within the last 24 months.

Mr L complained to AESEL. He said he wasn't aware of the exclusion.

In its final response, AESEL said that the Avios offer was subject to terms and conditions including a term that a customer who had held an American Express card in the last 24 months would be ineligible for the welcome bonus.

Mr L remained unhappy and brought his complaint to this service. He said that AESEL had allowed him to open the account without drawing his attention to the fact that he would be ineligible for the welcome bonus.

Our investigator didn't uphold the complaint. She said she was satisfied that AESEL had made the terms and conditions of the offer readily available to prospective applicants, and that Mr L ought to have been reasonably aware before he submitted his application that he wouldn't qualify for the welcome bonus.

Mr L didn't agree. He said he'd applied for the card as a new customer and AESEL hadn't brought it to his attention that he wouldn't be eligible for the welcome bonus.

## **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 reviewed Mr L's account history. I can see that Mr L previously held an American Express card from 8 December 2018 until 12 April 2021.

Mr L opened the account which is the subject of this complaint on 31 January 2023.

I've reviewed the terms and conditions of the account. These say that the welcome bonus is only available if you haven't held an American Express account in the last 24 months. This information was clearly stated. So although Mr L has said that AESEL didn't bring it to his attention that he wouldn't be eligible for the welcome bonus, I'm satisfied that the eligibility criteria was readily available. I'm also satisfied that Mr L ought to have been aware before he applied for the account that he wouldn't be eligible for the welcome bonus.

Based on what I've seen, I'm satisfied that AESEL hasn't made an error or treated Mr L unfairly here.

I appreciate that Mr L paid an annual fee for the card. I can see that when Mr L closed the account, the annual fee was refunded pro rata. I'm satisfied that AESEL acted fairly and reasonably when it issued the pro rata refund, because Mr L had used the account for two months before he closed it.

For the reasons I've explained, I'm unable to uphold the complaint.

### **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 L to accept or reject my decision before 1 January 2024.

Emma Davy  
**Ombudsman**