

The complaint

Mr A complains that he didn't receive his welcome bonus of 70,000 Avios when he opened a credit card account with American Express Services Europe Limited.

What happened

In January 2023 Mr A 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 A 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 A complained to AESEL. He said he wasn't aware of the exclusion and said the account he'd held previously hadn't been used for a long time and that he'd requested to close the account in November 2020 but AESEL's records wrongly showed that the account had been closed in December 2021.

AESEL didn't uphold the complaint. It said the terms of the welcome bonus meant that Mr A was ineligible because he had held an account within the last 24 months.

Mr A remained unhappy and complained to this service.

Our investigator didn't uphold the complaint. She said that because Mr A had held an American Express account which had been open within 24 months of the new account being opened, he wasn't eligible for the bonus points.

Mr A didn't agree. He said he'd requested to close his previous account and hadn't made any transactions on the account for over a year prior to requesting that it was closed. He said that not using the card was consistent with his belief that the card had been cancelled. Mr A said he wanted to be returned to the position he would have been in had there been no error – either by being credited with the Avios points or having the card fee refunded.

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 A's account history. I can see that Mr A previously held an American Express card until December 2021.

Mr A opened the account which is the subject of this complaint in 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. I'm satisfied that Mr A would have been aware before he applied for the account that he wouldn't be eligible for the welcome bonus.

Mr A has said that he requested to close his previous account in November 2020. I've reviewed the system notes held by AESEL in relation to that account, but I can't see anything to suggest that a request to close the account was received. Mr A hasn't provided this service with any evidence that he made such request.

Mr A has said that he hadn't used the previous account for over a year before it was closed. He says that this is consistent with his genuinely held belief that the account had been closed in November 2020. Mr A has also said that the previous account didn't show as active on his online account or his Amex app.

I haven't seen any screenshots of Mr A's online account or his app so I can't comment on this point.

I've taken account of what Mr A has said and I agree that the absence of a record on the system notes shouldn't be the sole determining factor. However, as I've said above, Mr A hasn't provided any evidence to support his assertion that he requested to close the account in November 2020. In order to uphold Mr A's complaint, I would need to see clear evidence that he gave an instruction to close the account which wasn't followed by AESEL. I don't have enough evidence to uphold the complaint.

Mr A has made reference to the annual fee for the card and that he would like this refunded. I can see that when Mr A discussed his complaint with AESEL he was advised that he had the right to cancel the card and request a refund. He was further advised that the refund may not be for the full amount. If Mr A does choose to cancel the card, I think it would be fair and reasonable for AESEL to issue a pro rata refund based on the number of months that Mr A has used the card.

For the reasons I've given, I'm unable to uphold this 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 A to accept or reject my decision before 3 January 2024.

Emma Davy
Ombudsman