

The complaint

Mr S complains that American Express Services Europe Limited (AESEL) hasn't provided him with the service it should have in response to the concern he raised about the anniversary date of his credit card.

What happened

Mr S contacted AESEL through its chat facility in March 2023 to raise a concern that his anniversary date on his credit card wasn't the anniversary of when he was provided with the card. He was told this would be resolved but this didn't happen and so he followed up on the issue on 10 April and 23 April and was again told it would be fixed. He then raised a complaint and received a final response letter saying that he needed to close one of his cards within 30 days. He contacted AESEL about this and explained the impact this had had but he says he just received a letter confirming AESEL's previous position. Mr S says this isn't the service he should have received.

AESEL's final response letter explained that customers are only allowed to hold one British Airways American Express card in their name. It said it approved an application for this card for Mr S on 5 May 2001 and this card was still active. However, when Mr S applied for a Premium Plus account on 27 November 2021 its system allowed the application to go through resulting in Mr S holding two British Airways American Express cards. It said that the original anniversary date was being used on both accounts and that two companion vouchers had been earned (one on each account). It said that as a gesture of goodwill it wouldn't remove the additional companion voucher but asked that Mr S cancel one of his accounts within 30 days. It noted that the anniversary date would remain the 5 May.

Our investigator upheld this complaint. She thought it fair that Mr S was allowed to keep the second companion voucher that he received as a gesture of goodwill. Additional to this she noted that when Mr S contacted AESEL in March 2023 he said he had two AESEL cards and he wasn't told at that time that the second card needed to be cancelled therefore she thought any transactions on the second card after 12 March 2023 until the card was closed, should count towards his companion voucher (or if not possible a cash alternative should be provided). She also thought that due to the incorrect advice Mr S received he should be paid £50 compensation.

AESEL didn't agree with our investigator's view. It said that while it had made a mistake it felt it had made a fair offer as a gesture of goodwill. It also said that Mr S had ignored its request and not cancelled the account in question.

Mr S accepted our investigator's view. He said that he hadn't cancelled his second card while he was waiting for the outcome to his complaint. He said that while waiting for a resolution he was incurring the annual fee and only using his non premium card which was less beneficial in terms of points. He said that if he had been provided the correct advice from AESEL when he first raised the issue on 12 March 2023, he would have put the large spend he made on 13 May 2023 on his premium card plus all spending after that time. He said he wasn't asking to keep both cards but for card spend to be allocated to the right card.

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 can understand why Mr S is upset by the service he received from AESEL when he contacted it about the anniversary date on his credit card and I understand why he has said he would have acted differently had correct information been provided when he first contacted AESEL in March 2023.

The underlying issue has arisen from Mr S being provided with a second British Airways American Express credit card. AESEL has explained that this happened when Mr S's application for a Premium Plus account was accepted on 27 November 2021. It is clear that Mr S was unaware of the issue of holding the two cards until he was provided with the response to his complaint in May 2023.

As AESEL accepted Mr S's second application without raising a concern at the time, I find it reasonable that Mr S isn't penalised for this. AESEL said that it wouldn't withdraw the companion voucher that Mr S had earned on the second account as a gesture of goodwill and I agree that it is right Mr S shouldn't have that withdrawn. The outstanding issue is whether this is enough to resolve the complaint.

In this case, I think that AESEL does need to do more in resolution of this complaint. I say this because Mr S was provided with incorrect information when he contacted AESEL in March 2023. He made it clear on the chat that he had two cards and was told the issue with his anniversary date not being in line with when he opened the card account would be resolved. This didn't happen as he was told it would and he had to chase on two further occasions. Each time he wasn't told the issue was with him holding two cards and instead was left thinking the issue would be resolved. Given this I find he has been caused inconvenience by having to chase for a response and by being given incorrect information. Therefore, I agree with our investigator that AESEL should pay Mr S £50 because of this.

Mr S has said that if he had been given the correct information when he contacted AESEL on 12 March 2023, he would have used his premium card to make a large transaction instead of his other card. He says that since then he has spent on his non premium card even though this is less advantageous in terms of points. I have considered the issue Mr S has raised but also that he was told in the response to his complaint that he would need to close an account within 30 days. I note his reasons for not doing this but I think it is reasonable that once he was made aware of the issue that he should have taken action to close an account. Therefore, I do not find that AESEL is required to do anything further in regard to any transactions that took place after the final response was provided on 24 May 2023.

That said, I accept that Mr S wasn't aware of the issue until 24 May 2023 and should have been made aware of this on 12 March 2023. Had he been given this information he may have acted differently for that time. Therefore, I find that Mr S should, if he hasn't already done so close one of his British Airways American Express accounts and any points associated with the closed account from 12 March 2023 until 24 May 2023 should be transferred to the account that remains open. If this isn't possible then a cash equivalent should be paid to Mr S.

I explained my proposed outcome to this decision to the parties. Mr S didn't think that the action in regard to his points should be limited to the period up to when the final response letter was provided on 24 May 2023. He said the final response letter said that his spending wouldn't be counted towards his premium card. I have looked at the final response letter and

in this AESEL says that Mr S should contact it to cancel one of his accounts. I find it reasonable that he would have done this and decided which card to keep and earn points on at that time. Therefore, while I note Mr S's comments, I think that AESEL paying him £50 compensation as well as Mr S closing one account and AESEL transferring any points associated with the closed account from 12 March 2023 until 24 May 2023 is reasonable.

Putting things right

AESEL should pay Mr S £50 compensation for the incorrect advice he received regarding his accounts when he contacted AESEL about his anniversary date in March and April 2023.

Mr S should close one of his card accounts and AESEL should ensure that any transactions Mr S made on that account from 12 March 2023 until the date of the final response letter (24 May 2023) are transferred to his remaining card to count towards his companion voucher on the card he retains (or provide him with a cash equivalent).

My final decision

My final decision is that American Express Services Europe Limited (AESEL) should take the actions set out above in resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 March 2024.

Jane Archer
Ombudsman