

The complaint

Mr P complains about American Express Services Europe Limited (AESEL) unfairly refusing him access to a promotional offer on his credit card account.

What happened

Mr P made a purchase using his credit card on 7 September 2023 and expected to benefit from an offer where he'd receive a 10% credit for the amount he'd spent on the purchase.

AESEL told Mr P he didn't qualify for the credit under the terms of the offer. He brought his complaint to this service.

Our investigator looked into Mr P's complaint but didn't recommend that it should be upheld. They said AESEL was entitled to withhold the credit since Mr P hadn't met the stated terms of the offer.

Unhappy with the investigator's findings, Mr P asked for the complaint to be reconsidered. The case was passed to me to review afresh.

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 don't uphold this complaint. I'll explain why.

It's not in dispute that AESEL was running a promotional offer and that certain requirements had to be met before Mr P qualified to benefit from it. I've reviewed the terms of the offer, and see that they include the following:

'This offer only applies to purchases on the Card to which the offer is saved (including where the Card has been added to a mobile wallet).'

The terms go on to refer to *'enrolling and making a qualifying purchase'*.

Looking at the purchase Mr P made, I note that this was on 7 September 2023. He didn't save the offer to his credit card until 19 September 2023. In light of the terms of the offer, I'm satisfied that Mr P's purchase didn't meet the requirements of the terms since he didn't add the offer until after the transaction took place.

I've thought carefully about everything Mr P's said, but I'm still not persuaded that AESEL's treated him unfairly. For example, Mr P says nowhere in the terms of the offer does it require registration prior to making the transaction. But I think I think this is implicit in the section that says *'the offer is saved'* – which refers to saving the offer in the past tense.

Mr P also argues it was unfair to expect him to register for the offer before making a purchase, as this may have led to him registering for a purchase he might not have ended

up making. But I think this is hypothetical since he did register for the offer and make a purchase – he just did so in the wrong order in which to qualify for the offer. I also don't think it was unreasonable for AESEL to expect Mr P to register for the offer in advance – as Mr P claims it was – since he wouldn't have lost out in doing so, even if he ended up not making a relevant purchase (which he did).

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 29 May 2024.

Nimish Patel
Ombudsman