

The complaint

Mrs G complains that American Express Services Europe Limited ("AESEL") gave her incorrect information about an introductory rewards offer on a credit card.

What happened

Mrs G applied for a credit card from AESEL with an introductory bonus Avios offer of 25,000 points if you spend £3000 in the first 3 months. The application was approved, and the card was activated on or around 13 September 2023.

On 24 September 2023 Mrs G called AESEL. She said she had taken out the card with the 25,000 bonus Avios but was looking to spend more than £3000 and asked whether she could get the other card which was being advertised with an introductory bonus Avios offer of 50,000 points if you spend £5000 in the first 3 months. The agent advised Mrs G that she should keep her existing card and if the higher offer was not automatically awarded it could be added manually.

On 6 October 2023 Mrs G called AESEL again about something else and asked to check the introductory bonus offer. The agent advised Mrs G that she would not be eligible for the higher bonus because she hadn't applied for this offer via the link. Mrs G said she'd been advised differently on her previous call and raised a complaint. She said that if she'd been advised correctly, she would've cancelled the first card and applied via the link for the other card. Mrs G asked for the higher bonus to be awarded due to the misinformation.

AESEL partially upheld the complaint. It said that because Mrs G hadn't made an application via the link, she wasn't eligible for the enhanced offer. AESEL acknowledged that it had given Mrs G incorrect advice that the higher bonus could be applied manually. It paid compensation of £50.

Mrs G remained unhappy and brought her complaint to this service.

Our investigator partially upheld the complaint. They said they thought AESEL should increase its compensation offer to £100, but they wouldn't be recommending that AESEL applied the higher bonus offer to the account.

Mrs G didn't agree so I've been asked to review the complaint.

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 the account history. I can see that Mrs G applied for the card which included an offer of 25,000 bonus Avios points if she spent £3000 on the card within the first 3 months.

I can see that Mrs G spent over £3000 and was awarded 25,000 Avios points. So I'm satisfied that AESEL has honoured the terms of the offer which Mrs G applied for.

Mrs G's complaint is that she was given incorrect information when she called to see if she could apply for the other card which had a higher introductory bonus (and higher qualifying spend).

AESEL has acknowledged that it provided incorrect information. It offered compensation of £50 for the error.

I've thought about whether AESEL has done enough to put things right for Mrs G. I understand that Mrs G wants the additional Avios bonus points. But I don't think it would be fair to ask AESEL to do this. I say this because the terms and conditions of the offer say that a customer who had held an Amex card in the last 24 months would be ineligible for the welcome bonus. Because Mrs G took out a card in September 2023, she would've been ineligible for the welcome bonus on the second card if she had taken it out.

I appreciate that Mrs G's expectations were raised as a result of the incorrect advice. However, because she wouldn't have been eligible for the higher bonus offer in these circumstances, I think the fairest way to resolve the complaint is to award compensation for the poor service.

AESEL has offered compensation of £50 but I don't think this amount fairly reflects the disappointment suffered by Mrs G. I agree with the investigator that this sum should be increased to £100.

Putting things right

To put things right American Express Services Europe Limited must pay total compensation of £100 to Mrs G.

My final decision

My final decision is that I partially uphold the complaint. American Express Services Europe Limited must pay total compensation of £100 to Mrs G.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 30 May 2024.

Emma Davy
Ombudsman