

## **The complaint**

Mr F complains that American Express Services Europe Limited ('AESL') presented him with an offer online for which he did not qualify.

## **What happened**

In June 2024 Mr F logged on to his online account with AESL and was presented with a pop up offering him the opportunity to increase his membership rewards. However, when he clicked on it, he received an error message which told him he was unable to access the offer and advising him to read the full terms and conditions.

Mr F complained to AESL that this was false advertising and it responded to say that: *'offers are visible to Card Accounts, with eligibility being assessed by the system when a Card Member proceeds with the offer. These are independent activities, and the systems do not communicate with each other.'* It also explained that it periodically reviewed members' eligibility for offers and several factors influenced any decision it made.

Mr F brought a complaint to his service and it was considered by one of our investigators who did not recommend it be upheld. He noted that any applicant would have to meet eligibility criteria and it was reasonable for AESL to check before confirming the offer was available.

Mr F didn't agree and said the pop up had been targeted at him and AESL should have only done so if it was satisfied that he qualified for the offer. He asked that the complaint be considered by an ombudsman.

## **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 note Mr F's disappointment but I do not consider I can uphold his complaint. I will explain why.

Firstly, I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

AESL chooses to make customers aware of potential benefits and if one decides to pursue any of those offers then AESL considers whether they qualify or not. That is a commercial decision it has taken and one I believe it is entitled to take. It makes it clear on the initial pop up that: "terms and eligibility apply" so it did not say to Mr F that he was guaranteed to qualify. It simply said here is an offer and this what it provides, but you need to meet the terms and eligibility rules which it then directed him to.

I appreciate Mr F would prefer if AESL only made him aware of offers he definitely qualified

for saving him having to take the extra step to see if he does qualify. In this situation I presume Mr F thought he would qualify but suffered disappointment when he clicked on the pop up to find out shortly afterwards that he did not. Regrettable as that may be I do not see it as unreasonable for AESL to have made Mr F aware of the possibility of him being able to access the offer and to then have checked if he met the terms and conditions.

My role is to decide complaints on the basis of what is fair and reasonable and I do not consider that AESL has been unfair or unreasonable in this matter.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 28 October 2024.

Ivor Graham  
**Ombudsman**