

The complaint

Mr N complains that American Express Services Europe Limited (AESEL) misled him into choosing the wrong credit card, and they provided him with poor customer service.

What happened

Mr N says AESEL misled him into choosing the wrong credit card with them. He says there was a misleading promotion, and there was no way to rectify the situation after this. Mr N says he has spent several hours on the phone to AESEL. He says he was promised a call back several times by AESEL to discuss the issue, but he didn't receive a call back. Mr N made a complaint to AESEL.

AESEL did not uphold Mr N's complaint. They said their website under the eligibility section stated that he would not be eligible for any welcome bonus award if he holds or has held any personal American Express card in the past 24 months. AESEL said that they had conducted a full review into the lack of call back, inclusive of all related records and available telephone recordings, but they were unable to locate any error on their end. Mr N brought his complaint to our service.

Our investigator did not uphold Mr N's complaint. She said as Mr N had a AESEL Platinum Cashback credit card, he didn't meet the criteria for the Gold card's welcome bonus as Mr N wasn't eligible under the terms and conditions. Our investigator said that she thought the terms and conditions were clear as to not being eligible for the welcome bonus should he already have an existing personal American Express card, which was the case here, and so she wasn't persuaded that the promotion was misleading.

Mr N asked for an ombudsman to review his complaint. He said there was a chance that the terms and conditions for the Gold card had an error/typo, and they should have been identical to the Platinum card's terms as they are both in the family of the membership reward cards that AESEL offer. He said the other family cards all have the same identical terms and he believes AESEL's terms are misleading, confusing and misrepresented.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr N has made a number of points to this service, and I've considered and read everything he's said and sent us. But, in line with this service's role as a quick and informal body I'll be focusing on the crux of his complaint in deciding what's fair and reasonable here.

I'd like to explain to Mr N that it is not within this service's remit to tell a business how they should word their terms and conditions regarding different credit cards they offer, even if Mr N believes they do happen to be part of the same "family" of cards. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct AESEL to make changes to their policies and procedures, if necessary.

I've reviewed the wording of the Gold card that Mr N opened. Under the "Eligibility" section the website says "To save time before applying for your American Express Preferred Rewards Gold Credit Card, it's best to make sure you can say yes to the following."

One of the things listed in this section says "I understand I will not be eligible for any Welcome Bonus award if I hold or have held any personal American Express Card in the past 24 months."

The website also has an "i" button for information when it shows the membership reward points are subject to status. By clicking on this button it shows "This new Cardmember offer is only available if you have not held a personal American Express Card within the previous 24 months. If you have held a personal American Express Card within the previous 24 months, you will be entitled to all other Card benefits, excluding the welcome offer."

So I'm satisfied this wording was clear. As Mr N held an AESEL Platinum Cashback credit card, then he wouldn't be eligible for the welcome bonus as this would fall under the "any personal American Express Card in the past 24 months" wording.

Although the wording for an AESEL Platinum card is different to the Gold card wording, Mr N applied for the Gold card, and not the Platinum card. Mr N says there could have been an error or typo on the Gold card wording, but I'm not persuaded that just because other cards AESEL offer might have the same or similar wording to the Platinum card wording that this means there was a typo, or an error made. Different accounts can have different criteria, so the terms don't have to be the same as other accounts AESEL offer.

So I'm not persuaded that AESEL's wording for the Gold card was misleading, confusing or misrepresented, and I'm satisfied that it was clear. If Mr N felt that the wording was confusing, then it would have been proportionate for him to have contacted AESEL prior to him applying for the Gold card, to double check with them if he would be eligible for the welcome bonus. But I can't see that he did this, so I can't conclude that AESEL made an error here.

I have considered what Mr N has said about him not getting a call back despite him asking for one. Although Mr N did speak to a supervisor on a call I listened to from 11 April 2024, he asked for a call back from a retentions manager, and a call handler did tell Mr N he would get a call back from the complaints team in the first instance. So I do think that Mr N was promised a call back.

On another call I listened to from 26 February 2024 at 13:26pm Mr N was promised a call back, and it was clear from other calls and emails that Mr N wanted a call back from a manager. While some call handlers on calls may have explained to Mr N that either a manager wasn't available or that his next step was to refer his complaint to our service, there were times where Mr N was promised a call back. So I don't agree with AESEL that there was no error made by them here.

I asked AESEL about Mr N not getting a call back from his 11 April 2024 email to them. They told me that complaints always supersede any escalation or call back request. So if a consumer chooses to raise a complaint then the call back request is not fulfilled as the matter then gets investigated by the complaint team and it does not make sense having two different teams looking into the same matter.

While I understand this logic, I can't see at any time this was explained to Mr N. So he would have been expecting a call back. He had given AESEL a specific phone number and he told them when to contact him, and call handlers agreed to this. Mr N even told the call handler in

April that nobody had called him back for two months. AESEL did not tell him that in the event of a complaint he wouldn't get a call back, and the call handler told Mr N that he would add another note on the system for a call back.

So I do think that AESEL let Mr N down here. There was more than one occasion where an expectation was set that he would get a phone call, and I can't see this happened. So AESEL should recognise the distress that this caused Mr N. He was also inconvenienced to ring up and ask for a call back again.

So I think it would be proportionate for AESEL to recognise the impact this would have on Mr N. I'm persuaded that it would be proportionate for them to pay Mr N £100 compensation for the distress and inconvenience this would have had on him. So it follows I intend to ask AESEL to put things right for Mr N."

I invited both parties to let me have any further submissions before I reached a final decision. AESEL accepted the provisional decision. Mr N said he accepted the findings that AESEL's customer services really let him down, and he said so much time was wasted as he made multiple telephone calls to their customer services which were costly. He asked whether the compensation could be raised to £150 to take everything into account.

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 considered Mr N's request to increase the compensation to £150. As I said in my provisional decision I do think that AESEL let Mr N down with the customer service he was given. And he did have multiple phone calls with them. So I can assure Mr N that I factored this into the compensation I intended to award him in the provisional decision. So I'm still satisfied that this is proportionate for the distress and inconvenience that AESEL caused Mr N.

Putting things right

In my provisional decision I said I intend to uphold this complaint in part. I intend to ask American Express Services Europe Limited (AESEL) to pay Mr N £100 compensation for distress and inconvenience. I'm still satisfied this is a fair outcome for the reasons given previously.

My final decision

I uphold this complaint in part. American Express Services Europe Limited (AESEL) should pay Mr N £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 22 October 2024.

Gregory Sloanes
Ombudsman