

The complaint

Mr M complains that American Express Services Europe Limited (AESEL) did not assist him with providing him a certificate of insurance.

What happened

Mr M has an Amex credit card which he says he pays £575 a year which includes benefits such as car rental insurance. Mr M travelled overseas having booked a rental vehicle before his trip, and the rental agreement stipulated he needed to provide a certificate of insurance for rental insurance. Mr M contacted Amex on the morning of his flight to request a certificate of insurance, but he says he was directed to contact the insurer directly. Mr M says he did this, and he explained the urgency.

Mr M says that he didn't receive this, so he contacted Amex, and he raised a complaint. Mr M says he made a separate trip overseas and he hired another vehicle which again needed a certificate of insurance, but he still hadn't received the certificate of insurance at this point which meant he needed to pay an additional amount for insurance. Mr M says when he returned back to the UK he contacted Amex a few times in order to check the status of the insurance certificate. He says Amex did not process his complaint, which delayed the response, and Mr M says they referred him to a wrong insurer which was a breach of his data.

Amex partially upheld Mr M's complaint. They said as the main element of his complaint is regarding the certificate of insurance, they passed his complaint to the relevant insurer to provide him with a more detailed response to the points he raised. Amex said Mr M's request to raise a formal complaint was not processed correctly so they credited £50 to his account. Mr M brought his complaint to our service.

Our investigator did not uphold Mr M's complaint. He said the compensation for the delay with the complaint was fair. He said the payment for the benefits was paid to Amex, but while Amex arranges the policies, they wouldn't necessarily have the information Mr M needed, so pointing him in the right direction was the right thing to do. Our investigator said that the issuance of the insurance certificate would be something that the insurance company would have to complete, therefore Amex had no control over this. He said Amex's terms show they can share Mr M's details with their partners.

Mr M asked for an ombudsman to review his complaint. He made a number of points. In summary, he said while Amex may arrange insurance on his behalf, they are the company which he has contracted to do this, so they should fulfil any requests on his behalf with the insurance provider, as he pays Amex for the service, not the third party insurer. He says when it was clear the certificate of insurance was not issued, Amex should have acted on his behalf with the insurer, and our service should instruct Amex to issue the certificate of insurance.

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.

Firstly, I'm aware that I've only summarised Mr M's complaint points. And I'm not going to respond to every single point made by him. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

I must make it clear to Mr M that I'm only able to look at the actions of Amex as part of this complaint, and not any interactions he's had with any other parties, such as the actual insurer. I'm aware Mr M has a separate complaint with the actual insurer at our service, but this will be dealt with separately.

While I can understand why Mr M has asked us to instruct Amex to issue the certificate of insurance, it would not be proportionate for me to ask them to do this. I say this because Amex don't have the systems to issue this document. So it would be best placed for the insurer themselves to issue this document to Mr M. And based on the previous paragraph, I'm unable to instruct the insurer to do anything as part of this complaint. I don't think it's fair to hold Amex responsible with any actions of the insurer, as this would be out of their control, even if Mr M pays for the benefits directly to Amex.

I also note that the Amex card benefits membership rewards terms and conditions state "*We are not responsible for claims regarding any failure or breach with respect to goods or services provided by Redemption Partners or Loyalty Programme Partners*".

I'd like to explain to Mr M that it is not within this service's remit to tell a business how they should run their policies and procedures, such as their process when a customer contacts them directly to ask for a certificate of insurance, and if they should deal with the request directly as opposed to referring Mr M to the actual insurer. It would be the role of the regulator – the Financial Conduct Authority, who have the power to instruct Amex to make changes to their policies and procedures, if necessary.

I've reviewed the insurance document which covers off the car rental benefits. This does mention different insurance companies, so I can understand why Mr M was surprised that Amex referred his complaint about the certificate of insurance to a different company than who he thought were responsible for this benefit. But the document also does mention the name of the firm who Amex forwarded his complaint to, which was also the company who responded to his separate complaint.

I've listened to a call which Mr M had with Amex on 19 December 2023. He asks for the certificate of insurance and the call handler said that this is something that Mr M will get online, and she will send him a link to do so.

Mr M rings Amex the following day, and he explains he needs the certificate of insurance. The call handler tells Mr M that he would need to put him through to the insurance provider as he isn't an insurance expert. Mr M tells the call handler he's already spoke to them, but they weren't helpful, and they said they would only be able to provide him with a benefits breakdown, and it should be with him by the end of the week, but Mr M was already overseas. The call handler explains that he would need to speak with the insurer, and he attempts to put Mr M through to the insurer, but the line appears to disconnect after a period on hold.

Mr M rings Amex back and he raises a complaint. The call handler offers to put Mr M through to the insurance team, but Mr M is clear he doesn't want to speak to them. The call handler explains to Mr M that the complaint can take up to 35 business days for a response.

Amex let Mr M down here as they did not process his complaint properly which meant the response was delayed, and he had to chase them up. Amex paid Mr M £50 for this. The compensation is in line with our awards, so I'm persuaded that it was proportionate for the delay, and I'm not persuaded that this in itself was the reason why Mr M never got the certificate of insurance, as it was the insurer who was responsible for issuing this.

I know Mr M had concerns that his data was breached by Amex passing on his complaint to the insurer. But I'm not persuaded by this. I say this as the insurance policy document has a section regarding data protection which sets out how they will handle his data. I'm not persuaded that Amex acted outside of the data protection section when they passed his complaint onto the relevant insurer. So it follows I don't require Amex to do anything further.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 January 2025.

Gregory Sloanes
Ombudsman