

The complaint

Mr R complains American Express Services Europe Limited (Amex) failed to highlight he wasn't eligible for the introductory welcome bonus points when he applied for a new credit card with them.

What happened

Mr R says his wife received an offer from Amex that stated if she was to refer a friend, she and that friend would receive welcome bonus points when applying for a specific type of credit card with them. Mr R says he received the friend referral invitation from Amex and applied for the credit card in early May 2024 with the welcome bonus points offer, and his application was accepted.

Mr R says he met the spending criteria required to receive the welcome bonus points but never received any. Mr R says on questioning this with Amex, he was told he wasn't eligible as he had held a similar Amex credit card in the last two years, and he should have read the terms and conditions in the application.

Mr R feels Amex should have explained to him he didn't meet the eligibility for the welcome bonus when he applied for the credit card and not left it for him to find out, after all it has charged him £300 for the card. Mr R wants Amex to honour the welcome bonus points for him and his wife.

Amex says the application form Mr R completed states under its eligibility and terms and conditions, that if an applicant held this type of credit card in the last two years, the welcome bonus points wouldn't be applicable. Amex says as Mr R held this type of credit card previously and it was cancelled by him in early October 2022, he didn't qualify for the welcome bonus points.

Mr R wasn't happy with Amex's response and referred the matter to this service.

The investigator looked at all the available information but didn't uphold the complaint. The investigator says while Mr R had met the spending criteria for the new credit card, under the terms and conditions highlighted it does state Mr R wouldn't be eligible if he had held a similar type of credit card in the previous two years – which he had.

The investigator says while he was sympathetic to Mr R's situation, the onus was with him to read the terms and conditions before applying.

Mr R didn't agree with the investigator's view and asked for the matter to be referred to an ombudsman for a final decision.

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 won't be upholding this complaint and I will explain how I have come to my

decision.

I can understand it would have been upsetting for Mr R to have thought he'd met the criteria for the welcome bonus points when he applied for the Amex credit card, only to be told he didn't qualify.

When looking at this complaint I will consider if Amex acted unfairly when it informed Mr R he wasn't eligible for the bonus points after he'd applied for the credit card.

Mr R's complaint centres around the fact Amex should have informed him he wouldn't be eligible for the welcome bonus points at the time he applied. Mr R says Amex left it for him to discover that at a later stage, saying the onus was on him to have read the "small print".

While I understand the points Mr R makes here, I'm not fully persuaded by his argument. I say this because it's fair to say when introductory offers like this are made, there will nearly always be certain eligibility criteria attached.

Here, from the information I have seen in the terms and conditions, which Mr R would have been directed to in his application, it does say if you have been this type of credit card holder in the past two years you would be entitled to all other card benefits, excluding the welcome offer.

In addition, under the eligibility requirements detailed before the application is completed, it also makes clear if an applicant has held this style of credit card in the past 24 months, they wouldn't be eligible for any welcome bonus.

As we know Mr R had a similar Amex credit card and closed this in early October 2022, which was unfortunately within the two-year time frame. While Mr R may not agree, it remains his responsibility to read the eligibility criteria and terms and conditions of the credit card before he submitted his application.

Mr R feels Amex should have been aware he didn't meet the bonus points criteria when he applied for the new credit card and told him that then.

While I do have some sympathy with Mr R here, it's fair to say Amex would have only been considering whether or not his application met with the requirements and criteria for the card itself and not whether or not Mr R would additionally benefit from the introductory welcome bonus - after all the card does provide other benefits for the user.

So on balance, it's unreasonable to think Amex would have known Mr R was only applying for the credit card simply for the welcome bonus points offer.

With that in mind I can't say Amex have made a mistake here and while Mr R will be disappointed with my decision, I won't be asking anymore of it here.

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 R to accept or reject my decision before 10 March 2025.

Barry White
Ombudsman