

## **The complaint**

Mr D complains that American Express Services Europe Limited (AESEL) mis-sold a travel insurance policy.

## **What happened**

Mr D has held a credit card, provided by American Express, since 1999. He says he downgraded the card in 2011, but he was told his key benefit – the travel insurance policy – remained unchanged. The most recent annual fee for the card was £650.

Mr D made a claim on the travel insurance policy when his wife was unfortunately injured whilst abroad in June 2024. Mr D is unhappy with how American Express, and the insurer, handled everything. He says American Express should have done more to help, and as it didn't, the policy was mis-sold to him.

American Express said that when Mr D got in touch about the claim, it directed him to the insurer. This was because it was for the insurer to deal with the claim. American Express said it's not responsible for the outcome of Mr D's travel insurance claim, or any service Mr D received in relation to it.

American Express also doesn't think it mis-sold the policy to Mr D. This is because the policy is a benefit of Mr D's credit card, and it provided him the insurer's terms and conditions for the policy. American Express said cardholders are invited to view membership benefits on every statement.

American Express also said it sent Mr D an email in November 2023 as the annual fee for his credit card was increasing in February 2024. In this email it reminded Mr D of the benefits he had as part of his credit card and provided a link to review the terms and conditions of his travel insurance policy.

One of our investigators looked into what had happened. Having done so, she didn't think American Express had done anything wrong. She said American Express wasn't responsible for handling Mr D's claim on his travel insurance policy. She also said that as the policy was a benefit of Mr D's credit card, American Express had done enough when it provided Mr D with information about his policy. However, it wasn't its responsibility to make sure the policy was suitable for Mr D.

Mr D didn't agree with our investigator's findings. Overall, Mr D says he was a loyal customer and he paid for a quality product but didn't receive it. He also says that based on his experience and knowledge of American Express, it could have done more to help.

As no agreement was reached, the complaint has been passed to me to decide.

## **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 really sorry to hear about the accident Mr D's wife had. It's clear that the whole situation was distressing for them both.

For clarity, I can only consider the actions of American Express as part of this complaint. It is not responsible for the terms and conditions of the travel insurance policy, or any claims made under it. These are the responsibility of the insurer. That means that I cannot direct American Express to take any action in relation to Mr D's claim. It's simply not within my remit to do so, as American Express is not the insurer.

I can see that American Express provided Mr D with information about his travel insurance policy, including the full terms and conditions. It was for Mr D to make sure the policy was suitable for his needs. I'm satisfied American Express did enough to make sure Mr D was able to do so. If Mr D doesn't think the policy terms and conditions are clear about the cover provided, this is a complaint he needs to raise with the insurer (if he hasn't already done so).

I appreciate Mr D feels he paid a high annual fee for his credit card, and he expected his travel insurance policy to cover him when he needed it. But any claim with any insurer is always subject to the terms and conditions of the policy. It's not for American Express to decide if a claim meets those terms.

I know Mr D has knowledge and experience why he thinks American Express could have done more. But my role is to decide if American Express treated Mr D fairly and reasonably in all the circumstances of his complaint. Based on what I've seen, I'm satisfied it did.

American Express gave Mr D information about his travel insurance policy, which was one of the benefits of his credit card, allowing him to assess if the policy met his needs. It also directed Mr D to the insurer when he was unhappy with how his claim was handled, as this was the insurer's responsibility.

I'm sorry to disappoint Mr D, but I don't think American Express mis-sold Mr D's policy or acted inappropriately when he told it he was unhappy with how the insurer had handled his claim. Therefore, it would not be fair or reasonable for me to uphold Mr D's complaint.

### **My final decision**

My final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 2 April 2025.

Renja Anderson  
**Ombudsman**