

The complaint

Mr H feels that American Express Service Europe Limited (“AmEx”) have falsely advertised a product feature to him.

What happened

In December 2024, Mr H complained to AmEx because he felt that they had falsely advertised an optional feature, called ‘Plan It’ that was available to him on his AmEx account. Specifically, Mr H was unhappy that AmEx advertised that Plan It offered interest free repayments, as he felt that the fee structure of Plan It was equivalent to interest that would have been charged if Plan It wasn’t utilised.

AmEx responded to Mr H but didn’t feel that they’d done anything wrong and didn’t uphold the complaint. Mr H wasn’t satisfied with AmEx’s response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn’t feel that, within the scope that this service can consider, that AmEx had acted unfairly as Mr H contended. Mr H remained dissatisfied, so the matter was escalated 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.

Mr H feels that AmEx have falsely advertised the Plan It product feature to him. However, this service isn’t a regulatory body, and so it isn’t within my remit or authority to decide if AmEx have falsely advertised the Plan It feature or not. If Mr H has concerns about AmEx’s advertising in this regard, I can only refer to him the relevant regulatory body, which in this instance I believe would be the Financial Conduct Authority (“FCA”).

What this service can consider is whether an unfair outcome has occurred and, if so, what the adverse impact of that unfair outcome is on the complainant. But in this instance, Mr H didn’t utilise the Plan It feature available to him on his account. As such, Mr H hasn’t incurred any adverse impact from using that optional feature.

Mr H has explained that before he fully understood the nature of the Plan It feature, he made purchases using his AmEx credit card with the intention of paying off the purchase balance using Plan It. However, when Mr H later spoke with AmEx, and came to a full understanding of how Plan It worked, he decided to not use that feature and to instead repay the purchase balance using his savings. And Mr H feels that in having to repay the purchase balance using his savings, that he has been treated unfairly by AmEx.

I don’t agree with Mr H’s conclusion here. Instead, I feel that the onus was on Mr H to have ensured that he fully understood the Plan It feature, and to have ensured that he wanted to make use of that feature, before he made the purchases in question. And I wouldn’t hold AmEx accountable for the fact that Mr H didn’t do this.

Finally, Mr H is unhappy that AmEx keep sending him advertising about the Plan It feature. But Mr H doesn't appear to have included this point of complaint in his original complaint to AmEx, and this service can only consider points have complaint that have previously been referred to the business being complained about, so that the business has had a formal opportunity to consider that point of complaint and respond to it.

It also may be the case that Mr H can request that he isn't sent any further correspondence about the Plan It feature on his account. Accordingly, I can only recommend that Mr H makes this specific request to AmEx directly in the first instance.

All of which means that I won't be upholding this complaint or instructing AmEx to take any further or alternative action here. I realise this won't be the outcome Mr H was wanting, but I hope that he understands, given what I've explained, why I've made the final decision I have.

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 H to accept or reject my decision before 12 May 2025.

Paul Cooper
Ombudsman