

## **The complaint**

Mr A complains that American Express Services Europe Limited (AESEL) didn't give him another companion voucher when he upgraded his British Airways (BA) credit card to a BA Premium Plus card.

## **What happened**

In March 2025, I issued my provisional decision on this complaint. An extract is set out below.

*In April 2024 Mr A contacted AESEL to discuss upgrading his BA credit card to a BA Premium Plus card. While both cards earned AVIOS points and entitled the holder to obtain a Companion Voucher (CV), the premium card would entitle Mr A to receive more AVIOS points per pound spent and to be awarded an upgraded CV allowing travel not only on standard class but also in first or business class.*

*Mr A paid the £300 fee and upgraded his card. He started to spend on it so he could benefit from the upgraded CV but was subsequently told that as he'd already benefitted from a CV under his previous card within the membership year, he couldn't be awarded another one. Only one CV could be awarded each membership year.*

*Mr A complained to AESEL, and they awarded him £150 in respect of the poor handling of his complaint. They didn't, however, think they'd made any mistake in respect of the management or explanation of the account. They said Mr A had already received one CV in his membership year and wouldn't be entitled to another.*

*Mr A referred his complaint to this service. Our investigator didn't think AESEL's terms and conditions had properly explained what would happen to CV entitlement when a new, upgraded card was issued. It was her view that AESEL should pay Mr A a further £150 in respect of the distress and inconvenience caused.*

*AESEL disagreed with our investigator. They said that the statements Mr A received explained he would only be entitled to one CV per membership year and that when he called about an upgrade, he was told his card anniversary wouldn't change. They said Mr A hadn't asked them about whether he would be entitled to a further CV and that the upgraded card provided more benefits than just an upgraded CV: it also entitled Mr A to travel inconvenience insurance and more AVIOS points. They asked for a decision by an ombudsman.*

## **What I've provisionally 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 know it will disappoint Mr A, but I'm not expecting to uphold this complaint. I'll explain why. Where the information I've got is incomplete, unclear, or contradictory, as some of it is here, I have to base my decision on the balance of probabilities.*

*I've read and considered the whole file, but I'll concentrate my comments on what I think is relevant. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it but because I don't think I need to comment on it in order to reach what I think is the right outcome.*

*The reward scheme isn't a regulated activity in itself, but it is an ancillary activity that supports the regulated activity as set out in the Financial Conduct Authority Handbook rules (DISP 2.3) and I'm satisfied this Service, therefore, has jurisdiction to consider Mr A's complaint.*

*On the call Mr A had with AESEL when he upgraded his account, the agent explained that he could get a CV when he met the spend threshold and that there would be no change to his membership year. Mr A was referred to the terms and conditions of the account and those terms, and the statements, explained that only one CV could be awarded in any membership year. The CV was issued by BA, and they establish how often a companion voucher could be awarded. As Mr A had already benefitted from a CV in the membership year, I don't think it was unreasonable of AESEL to deny him another.*

*Mr A is unhappy that he hasn't been able to benefit from his upgrade, but he's still been able to accrue many more Avios points than he would have done if he had remained on the basic card and I don't agree there has been no benefit in the switch and that AESEL, therefore, misled Mr A. AESEL accepted that they could have handled Mr A's complaint better and they offered him £150 in compensation. That seems reasonable in the circumstances and ultimately, I'm not persuaded that AESEL have done anything wrong here.*

### **My provisional decision**

*For the reasons I've given above, I'm not expecting to uphold this complaint.*

### **The parties' responses to my provisional decision**

AESEL had nothing to add. Mr A explained:

*"It would be fair to say that I don't really understand this process having seen a recommendation that Amex pay further compensation initially that whilst I didn't think it was enough I accepted it as a recommendation and assumed that would be the end of it. Amex disagreed and now you have changed your opinion. So you are correct that I am disappointed with your revised opinion and do not find this an acceptable solution".*

### **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.

While I understand Mr A's frustration at the change of opinion here he's not provided any information that would lead me to conclude my position on this complaint was wrong. I've not, therefore, found any reason to change it. My provisional decision now becomes my final decision on this complaint.

### **My final decision**

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or

reject my decision before 13 May 2025.

Phillip McMahon  
**Ombudsman**