

The complaint

Mr S complains that American Express Services Europe Limited ('Amex') didn't honour a cash back offer he had enrolled on.

What happened

Mr S thought he was entitled to 10% cashback up to a maximum of £150 on each transaction he completed with Expedia. He was upset when Amex explained that the offer he had signed up to only allowed a maximum of £150 cashback on all transactions with that business.

Mr S referred his complaint to this service and our investigator agreed that the terms of the offer supported Mr S's position. He suggested Amex should provide cashback on each transaction Mr S had completed up until the point the complaint was raised. He said they should also pay Mr S £100 in compensation for the distress and inconvenience caused.

Amex agreed to that resolution, but Mr S didn't think the compensation was sufficient. He, therefore, asked for a final decision by an ombudsman.

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.

The offer description Mr S was to benefit from said:

"[...] get a 10% statement credit when you spend any amount on a GBP transaction online at expedia.co.uk/amexuk (valid on "Pay Now" properties by 31/3/2025. Valid every time up to £150. Terms, locations, payment restrictions and future communications about this offer will apply".

I think a reasonable person would, therefore, anticipate that "every time" they completed a transaction with Expedia in GBP, up until 31 March 2025, they would receive a 10% credit to their account up to a maximum of £150 on each occasion. I can't see any reference in the terms to the £150 being a maximum cashback across all transactions, and as Amex have accepted the investigator's suggestion they should provide cashback on each transaction, with interest as Mr S has been deprived of the money, I don't think it's necessary to consider that in any more detail.

What is still at issue is the amount of compensation Amex should pay Mr S for the distress and inconvenience he's been caused. Mr S has had to complain about the issue and to escalate his complaint to this service in order to obtain a fair settlement. He's been waiting since the end of November 2024. The distress and inconvenience has, however, been mitigated to some extent because Amex provided a response to Mr S's complaint very quickly and they were quickly willing to accept our investigator's suggested redress. Considering all of the circumstances, I think £100 is sufficient compensation here and I'm not asking Amex to pay any more than that.

My final decision

For the reasons I've given above, I uphold this complaint and tell American Express Services Europe Limited to:

- Provide cashback for ALL transactions to Expedia that meet the terms and conditions up until the complaint was raised on 27 November 2024. Amex should add 8% simple interest per year from the date the cashback payment should have been made until the date of settlement.
- Pay Mr S £100 to compensate him for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 May 2025.

Phillip McMahon
Ombudsman