

The complaint

Mr C is unhappy that American Express Services Europe Limited (“AmEx”) won’t reimburse him £100 in line with a promotional offer they had advertised.

What happened

AmEx launched a promotional offer whereby account holders who had registered for the offer could receive a reimbursement of up to £100 of their bill if they dined at a participating restaurant. The day the offer was launched, Mr C registered for it and dined at a participating restaurant.

However, when he came to pay for his meal, he found that the restaurant was unable to take payments by AmEx. This meant that he had to pay for his meal using a different card provider, which in turn meant that he couldn’t receive a reimbursement of the cost of the meal as he had intended when he dined at the restaurant. Mr C wasn’t happy about this, so he raised a complaint with AmEx.

AmEx responded to Mr C and explained that his AmEx card had been working correctly at the time he tried to pay for the meal and that problem had arisen due to an issue at the restaurant’s end. AmEx therefore didn’t feel that they’d done anything wrong and didn’t uphold Mr C’s complaint, although they did credit Mr C’s account with £30 credit as a gesture of goodwill. Mr C 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 AmEx should be considered accountable for payment problems experienced by the merchant which AmEx weren’t responsible for, and so didn’t uphold the complaint. Mr C 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.

Having done so, I won’t be upholding this complaint. This is because AmEx have provided information to this service which persuades me that Mr C’s AmEx card was working correctly when he tried to make the payment, and that it was an issue experienced by the restaurant that prevented the payment from being made.

I appreciate that Mr C would have liked to have availed of the promotional offer to claim a reimbursement of £100 of his restaurant bill. But ultimately, I’m satisfied that it wasn’t AmEx’s fault that Mr C couldn’t pay using his AmEx card, and so I don’t feel that AmEx should be instructed to reimburse the £100 to Mr C as he would like.

Additionally, by not being able to avail of the promotional offer at the restaurant in question, Mr C retained the option of using his AmEx card to pay for another meal at another participating restaurant at another time within the promotional period.

Mr C has questioned how it can reasonably be the case that a participating restaurant wasn't able to accept payment by AmEx on the day the promotion launched, and he feels that AmEx should have had checks in place to ensure that all participating restaurants could accept payment by AmEx.

I've considered Mr C's dissatisfaction in this regard and asked AmEx for further information regarding how the promotion in question was arranged. In response, AmEx have explained that participating restaurants were reviewed before being approved and added to the promotion, at which time those restaurants were confirmed as being able to accept payment by AmEx. However, given the time it takes to organise and launch the promotion, it seems that in this instance the restaurant Mr C went to had unfortunately experienced an issue that had arisen after it had been reviewed and approved.

AmEx have further explained that after a restaurant was approved, it was then for the restaurant to have then informed AmEx if it was having any issues that might prevent it qualifying for the promotion, such as an inability to accept AmEx payments, which in this case the restaurant didn't do.

AmEx's explanation seems fair to me, and I don't feel that it's reasonable to have expected AmEx to have checked every participating restaurant on the day the promotion launched as Mr C feels should have been the case, especially given the approval process participating restaurants were subject to and the subsequent responsibility to those restaurants to inform AmEx of any potential issues.

Accordingly, I feel that Mr C's inability to pay for his meal using his AmEx card, and the fact that the restaurant hadn't notified AmEx it was experiencing payment issues at that time, are not things that I feel AmEx should be considered responsible for. This means that I don't feel that AmEx have acted unfairly towards Mr C as he feels was the case, which consequently means that I won't be upholding this complaint or instructing AmEx to take any further action.

I realise this might not be the outcome that Mr C was wanting, but I hope he will understand, given what I've explained, why I've made the final decision that 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 C to accept or reject my decision before 30 July 2025.

Paul Cooper
Ombudsman