

## **The complaint**

Mr H complains that he was incorrectly advised that he would be eligible for a welcome bonus on a credit card from American Express Services Europe Limited (AESEL).

## **What happened**

Mr H is unhappy that he didn't receive a welcome bonus of 20,000 points when he applied for a Preferred Rewards Gold Card with AESEL. He says he was advised on a call made to AESEL that he would be eligible even though he already holds another AESEL card.

Mr H raised a complaint with AESEL. In its final response, AESEL said that Mr H wasn't eligible for the welcome bonus as he already held a Premium Plus card, but that given the misinformation provided by a previous representative it was upholding the complaint and paying compensation of £30 as a gesture of goodwill.

Mr H remained unhappy and brought his complaint to this service. He wants the welcome bonus points applied to his account.

Our investigator didn't uphold the complaint. She said the terms of the Gold Card clearly set out that the welcome offer was only available to new card members, and that it wasn't available to current cardholders or members who had held a card in the last 24 months. The investigator said that because Mr H already held a Premium Plus card, he didn't meet the criteria for the welcome offer on the Gold Card. The investigator said that AESEL had provided contact notes for all calls on its system but there was no evidence of a call during which Mr H was advised that he was eligible for the points. The investigator said she was satisfied that the compensation paid by AESEL was fair.

Mr H didn't agree. He said he'd specifically asked AESEL if he would be entitled to the points on opening the Gold Card and was advised that he would. He said that had the points not been available he would've made the purchases on his other card which would've made him eligible for a companion voucher and additional points. Mr H said that as a result of the misinformation given to him by AESEL he'd suffered a significant loss, and the monetary compensation offered didn't reflect his material loss.

## **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.

I know it will disappoint Mr H, but I agree with the investigators opinion. I'll explain why.

I've read and considered the whole file, but I'll concentrate my comments on those points which are most relevant to my decision. If I don't comment on a 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 decision.

I've reviewed the terms and conditions of the Gold Card offer. These state that a welcome

bonus of 20,000 points will be awarded if you spend £3000 within the first three months. The terms also state that the offer is only available if you have not held a personal AESEL card within the last 24 months.

It's not in dispute that Mr H holds another AESEL card. Therefore, I'm unable to say that AESEL made an error in its online chat or in its final response when it advised Mr H that he wasn't eligible for the welcome offer.

The nub of this complaint is whether Mr H was given misleading or incorrect information about his eligibility for the welcome offer. Mr H says that he called AESEL and was advised by an agent that he would be eligible for the offer.

Mr H hasn't been able to provide specific information about the date of the call he's referring to. This service asked AESEL to check all calls recorded on its call logs for Mr H. It searched for calls against Mr H's Gold Card account number and against the phone number it holds on file for Mr H. It located calls dating back to 2024. I've reviewed the calls.

Having listened to the calls I haven't found any calls in which Mr H was advised that he was eligible for the offer on the Gold Card. Two calls in late 2024 relate to missing points on a member offer on the Premium Plus card, but there is no discussion about the bonus points on the Gold Card. The other calls are in relation to matters which aren't the subject of this complaint.

I appreciate that AESEL has stated in its final response that it upheld the complaint based on misinformation provided. This service asked AESEL to clarify this. It said that it hadn't been able to locate a call in which Mr H was given incorrect advice about the welcome offer, but based on Mr H's testimony the case handler upheld the service complaint and awarded compensation for inconvenience.

In the absence of the call, I'm unable to say with certainty that Mr H was given incorrect advice. However, even if I accepted that Mr H was given incorrect advice and told that he was eligible for the offer, this doesn't mean that AESEL is obliged to give Mr H the points. This is because the terms of the Gold Card are clear that existing members (or members who have held a card in the last 24 months) aren't eligible. In that scenario, this service would look to compensate for the inconvenience caused by the customer service error made by the business, which is what AESEL has done here.

Taking all the available evidence into account, and having reviewed the calls, I haven't found anything to persuade me that Mr H was given incorrect advice about the offer. I'm satisfied that the terms of the offer are clearly set out and that Mr H isn't eligible. Even if AESEL did give incorrect advice on a call which hasn't been located, I'm satisfied that the compensation awarded for the customer service filing is fair and reasonable. I won't be asking AESEL to do anything further.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 July 2025.

Emma Davy  
**Ombudsman**