DRN-5653407

The complaint

Mrs V complains that American Express Services Europe Limited (AESEL) gave her incorrect advice about the timescale within which she needed to meet a spend threshold in order to qualify for a promotional offer.

What happened

On 8 January 2025 Mrs V opened a Platinum credit card account with AESEL. The card came with a promotional offer of 80,000 Avios points if a spend threshold of £10,000 within 6 months was met. The card had an annual fee of £650.

On 8 March 2025 Mrs V contacted AESEL to confirm how much of the £10,000 she had spent and the deadline by which the spend had to be completed.

The AESEL agent advised Mrs V that she needed to spend £6,747.74 by 7 April 2025 to earn the bonus.

Mrs V felt under pressure to meet the spend threshold in a very short time. She says this led her to make purchases she otherwise wouldn't have made and caused her a substantial financial burden.

Towards the end of March 2024 Mrs V contacted AESEL again to confirm the remaining spend. A different agent advised her that the timeframe for meeting the spend threshold was 6 months and that she had until 8 July 2025 to earn the points..

Mrs V met the spend threshold of £10,000 on 31 March 2025 and 80,000 points were awarded.

Mrs V complained to AESEL.

In its final response. AESEL acknowledged that it had provided differing timeframes which had caused confusion. It paid compensation of £75 for the poor service.

Mrs V remained unhappy and brought her complaint to this service. She wants a refund of the £650 annual membership fee, reimbursement of what she spent on the card in March 2025 and additional compensation for the distress caused.

Our investigator upheld the complaint. She said AESEL should increase the compensation to £150 to reflect the impact caused to Mrs V.

Mrs V didn't agree. She said the compensation didn't reflect the impact of the error. She said that as a result of the error she had altered her financial decisions and caused disruption to her household planning.

Because Mrs V didn't agree I've been asked to review the complaint.

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 Mrs V, but I agree with the investigators opinion and award of compensation. 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, its 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.

I've reviewed the account. Mrs V previously held a Preferred Rewards Gold Card, which she upgraded to a Platinum Card on 8 January 2025. As part of the upgrade, Mrs V was enrolled into an offer which allowed her to earn 80,000 Membership Rewards points upon spending £10,000 within the first 6 months of membership.

I've reviewed the web chat dated 8 March 2025. AESEL doesn't dispute that its agent made an error when they advised Mrs V that she needed to spend £6747.74 by 7 April 2025.

Having reviewed the account, I can see that Mrs V spent enough in March 2025 to meet the £10,000 threshold by 31 March 2025.

I've read everything that Mrs V has said and its clear that she felt under pressure to spend more on the card than usual to meet the spend threshold. I accept that this would've caused her to make different financial decisions to those which she might have otherwise made and that she felt stressed as a result. However, although Mrs V says she was "forced" to spend almost £7,000 in March 2025, I don't agree that this is something I can fairly hold AESEL responsible for. AESEL hadn't imposed a requirement to spend any particular amount on the card and there was no sanction for not meeting the spend threshold. I understand that the offer of 80,000 points was a promotion which Mrs V wanted to benefit from but ultimately it was her choice to spend £10,000.

I'm not saying that AESEL hasn't made an error here and I agree with the investigator that further compensation should be paid. But looking at what the error was here – giving a timescale of 3 months rather than 6 months to spend £10,000 – it's difficult to determine the additional impact on Mrs V over and above the impact of spending £10,000 in a relatively short timescale anyway. Mrs V has said that she used funds which she had set aside for a family holiday to settle the AESEL balance in full. But she's also said that she didn't have to cancel the family holiday. I've checked the card, and this isn't a charge card where the balance needs to be paid at the end of each month but instead is a credit card where the balance can be paid off over a period of time. So that option was available to Mrs V.

Taking all the circumstances of the complaint into consideration, I think an overall award of £150 compensation for the impact caused by the error is fair and reasonable. I'm therefore asking AESEL to pay a further £75 compensation.

Putting things right

To put things right American Express Services Europe Limited must pay further compensation of £75 to Mrs V.

My final decision

My final decision is that I uphold the complaint. American Express Services Europe Limited must pay further compensation of £75 to Mrs V.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 22 August 2025.

Emma Davy
Ombudsman