

The complaint

Mr S is unhappy that American Express Services Europe Limited (“AmEx”) didn’t provide the amount of cashback he was expecting from a promotional offer.

What happened

Mr S signed up for an AmEx cashback offer which was advertised as providing 20% cashback up to £50 on qualifying spending. Mr S made two qualifying purchases, for £203.30 and £59.12, and expected to receive 20% cashback for both purchase amounts. This would equate to £40.66 and £11.82 respectively.

But while Mr S did receive £40.66 cashback for the first purchase, he only received £9.34 for the second purchase. Mr S wasn’t happy about this, so he raised a complaint. AmEx responded to Mr S and explained that the cashback offer was limited to a total cashback payment of £50, and that it wasn’t the case that up to £50 cashback was available for each qualifying purchase.

Mr S wasn’t satisfied with AmEx’s response as he felt the terms of the offer did imply that £50 cashback was available on each qualifying purchase, and he therefore felt that AmEx had underpaid him on the second purchase by £2.48. So, he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that the terms of AmEx’s offer were at best unclear, and that it had been reasonable for Mr S to have expected AmEx to pay 20% cashback on both of his qualifying purchases. Because of this, our investigator said that AmEx should pay the £2.48 to Mr S along with 8% interest and a compensation payment of £50.

Mr S didn’t feel that the £50 compensation amount recommended by our investigator went far enough, 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.

The cashback offer issued by AmEx was advertised as paying ‘*20% back every time up to £50*’. AmEx have said that this meant that the maximum amount that a participant could receive on all qualifying spending was £50, but Mr S doesn’t feel that AmEx’s description of the cashback offer clearly explains this and feels instead that it implies that £50 cashback would be available on all instances of qualifying spending.

AmEx did provide further information about the offer in the offer description, which stated: ‘*get a 20% statement credit when you spend any amount on a [qualifying] transaction... Valid every time up to £50*’.

In consideration of the two statements quoted above, I’m in agreement with Mr S that the

offer implies that cashback of up to £50 would be available on all instances of qualifying spending, and I don't feel that the offer can reasonably be read as suggesting that there was a maximum total cashback amount of £50. Furthermore, having reviewed the terms and conditions of the offer, there is nothing in those terms that provides a clear explanation that there was a maximum cashback limit as AmEx maintain.

Like all financial institutions, AmEx have a duty to consumers to provide information in a manner that can be clearly understood by consumers, so that they can make informed decisions. In this instance, I don't feel that AmEx have acted fairly by not paying 20% cashback on both of Mr S's qualifying purchases, given that the wording that they've presented to Mr S about the cashback offer doesn't align with the position that they've taken. And I can see no reason why AmEx couldn't have advertised their offer in clearer language to prevent this kind of complaint from arising.

Accordingly, I'll be upholding this complaint in Mr S's favour and instructing AmEx to pay the £2.48 to him that he feels he should have received, along with 8% interest on that amount calculated from the date the £9.34 cashback payment was made to the date that AmEx make the instructed £2.48 plus interest payment to Mr S.

I'll also be instructing AmEx to make a further payment of £50 to Mr S as compensation for the trouble and upset that he's incurred here. Mr S has explained that he feels that a higher amount of compensation should be awarded here. But this service awards compensation in consideration of the impact of what has happened on the complainant. And in this instance, the amount in question here - £2.48 – is relatively minor, and I don't feel that Mr S has been impacted by the non-receipt of that amount to the degree that any higher amount of compensation is fairly warranted.

Mr S has also said that he feels that he should be compensated for the trouble of bringing his complaint to this service, and for AmEx not making efforts to improve their offer advertising language following a previous similar complaint. But this service doesn't award compensation for time spent referring a complaint to this service or engaging with us. And we don't have the remit of the authority to instruct a business to change how they operate, but only to assess any complaint that's brought to us and to instruct fair and reasonable corrective action and/or compensation payments – which I feel that I have done here.

I realise this outcome may not be satisfactory to either Mr S or AmEx, but I hope that all parties will understand, given what I've explained, why I've made the final decision I have.

Putting things right

AmEx must pay £2.48 to Mr S along with 8% interest calculated from the date the £9.34 cashback payment was made to the date that AmEx make the instructed £2.48 plus interest payment to Mr S.

AmEx must also pay a further £50 to Mr S.

My final decision

My final decision is that I uphold this complaint against American Express Services Europe Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 September 2025.

Paul Cooper
Ombudsman