

The complaint

Mr W complains that American Express Services Europe Limited (“AmEx”) didn’t honour a promotional offer he feels he was eligible for.

What happened

Mr W wanted to avail of an offer promoted by AmEx wherein he would receive a £100 reimbursement if he spent over £250 at a participating hotel. On 12 November 2024, Mr W paid £257.40 to a participating hotel. Mr W used his AmEx account to make that payment, but did so via the AmEx app on his mobile phone and didn’t make the payment with his physical AmEx card at the hotel checkout desk.

Because of this, AmEx declined Mr W’s reimbursement request on the basis that one of the qualifying criteria for their offer was that payment had to be made using a physical AmEx card at a hotel checkout desk. Mr W wasn’t happy about this and felt that the wording of AmEx’s offer was ambiguous, so he raised a complaint.

AmEx responded to Mr W but didn’t feel that they’d done anything wrong by rejecting his reimbursement claim because he hadn’t met the qualifying criteria for the offer. Mr W wasn’t satisfied with AmEx’s response, so he referred his complaint to this service.

One of our investigators looked at this complaint. They agreed with Mr W that the wording of AmEx’s promotional offer wasn’t clear, but they didn’t feel that Mr W had demonstrated that the price he paid would have been the same had he made the payment at the checkout desk using his physical card, such that he would still have qualified for the £100 reimbursement. Mr W disagreed, and 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.

I issued a provisional decision on this complaint on 8 July 2025 as follows:

AmEx have provided this service with the terms and conditions of the offer, which includes the following clause:

“Offer valid on checkout spend only at participating locations”.

AmEx feel that this clause confirms that the offer is only valid for spending undertaken using the physical card at a hotel checkout desk. However, Mr W feels that the wording is ambiguous and notes that he was able to check out of the hotel remotely, without visiting the hotel desk, and paid for his stay using his AmEx account via his mobile phone on that basis. Additionally, Mr W maintains that if AmEx’s offer terms had been clearer, that he would have made the payment at the hotel desk to ensure that he qualified for the offer.

It’s not in dispute that Mr W undertook a qualifying amount of spend at a participating hotel.

The only issue is how Mr W paid that hotel the amount that he did. As such, I've thought about whether I feel Mr W's argument that the terms of the offer were unclear had merit, and whether I accept his position that if the terms had been clearer that he would have paid the hotel differently to ensure that he met those terms.

Ultimately, upon consideration, I find Mr W's argument to be persuasive. This includes that I feel that the wording of AmEx's terms is ambiguous and could and reasonably should have been clearer. Specifically, I don't accept that it's clear and obvious that the term 'checkout spend' means spending using a physical AmEx card at a hotel reception desk, given that it is possible to check out of hotels remotely, without having to pay at a hotel desk. And I feel that AmEx could and reasonably should have used a less ambiguous phrase to describe exactly what they required – that payment be made using a physical AmEx card at a hotel desk – in terms that are easily understandable to a layperson.

Like all financial institutions, AmEx have a duty to consumers to ensure that their terms and conditions present the relevant information in way that is easy to understand, so that consumers can make informed decisions. With that standard in mind, I don't feel that AmEx's terms and conditions were fair in this instance, and I accept Mr W's argument that if the terms had been clear, he would have made the payment to the hotel using his physical card at the hotel desk to ensure that he qualified for the offer.

Finally, I don't share our investigators concerns that Mr W might not have undertaken the required spend if he had paid at the hotel desk, and I accept Mr W's position that he was mindful of the need to spend over £250 and would have ensured that he did, so as to qualify for the offer.

All of which means that I feel that the fact that Mr W didn't qualify for the offer in question, because of the way he paid for his stay at the hotel, was because of the poor and ambiguous wording of AmEx's offer terms and conditions. Additionally, I feel that if AmEx's terms had been more clearly worded, as should fairly and reasonably have been the case, that Mr W would have paid for his hotel via a different method to that which he did, so that he would have qualified for the reimbursement.

Accordingly, my provisional decision here is that I uphold this complaint in Mr W's favour and provisionally instruct AmEx to pay the £100 to Mr W that he should have qualified for, had the terms of their offer been clearer. Furthermore, I'll also be provisionally instructing AmEx to pay a further £75 to Mr W as compensation for the frustration and inconvenience he's incurred surrounding this matter.

In arriving at this £75 compensation amount, I've thought about the impact of what happened on Mr W and the trouble and distress he may have incurred as a result. This feels relatively minor to me, given that the issue here is that Mr W didn't receive a reimbursement that he was expecting, and Mr W hasn't suggested that he's incurred any detriment beyond the non-receipt of that £100.

However, I accept that Mr W would have been upset by AmEx's refusal to honour his reimbursement request and that he was inconvenienced by having to pursue this matter with them. And in consideration of these points, and the general framework this service uses when assessing compensation amounts – details of which are available on this service's website – I feel that £75 is a fair compensation amount.

Mr W responded to my provisional decision and confirmed that he was in acceptance of it. AmEx also responded and reiterated their position and provided a copy of the terms of the

offer. But AmEx had already provided the key terms of the offer to this service and I had referenced these in my provisional decision. And there isn't anything in the wider information that AmEx have sent that gives me cause to change my position.

All of which means that I continue to feel that AmEx have acted unfairly towards Mr W in the manner described in my provisional decision, and it follows from this that my final decision is that I uphold this complaint in Mr W's favour on the basis outlined in my provisional decision.

Putting things right

AmEx must pay £100 to Mr W to honour the promotional offer.

AmEx must also pay an additional £75 to Mr W as compensation for the trouble and upset he has incurred.

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 W to accept or reject my decision before 20 August 2025.

Paul Cooper
Ombudsman