

The complaint

Mr M complains about the way that AMERICAN EXPRESS SERVICES EUROPE LIMITED trading as American Express ("AMEX") administered a benefit on his credit card account. He is also unhappy about AMEX's handling of his complaint.

What happened

Mr M holds an AMEX credit card. He wanted to qualify for a companion voucher for airline travel by reaching a spending threshold of £10,000 by early November 2024. However, earlier in 2024, AMEX increased the threshold to £15,000 as of 1 November 2024.

Mr M complains that his monthly statements, which he relied upon for information about the spending threshold, included confusing and inconsistent information. So, he thinks he should be eligible for the companion voucher as he met the spending threshold by his card anniversary year ending 7 November 2024.

Mr M also points to confusion within the AMEX app which showed a technical error and reset anniversary year. Mr M said that in October 2024 the app said he had £15 left to secure the voucher, but this figure increased to £5,000 when he checked the app on 2 November 2024. Mr M is unhappy with the way that AMEX dealt with him once he complained.

Mr M wants AMEX to issue the companion voucher, pay compensation and apologise.

AMEX said that the companion voucher tracker issue on its app (which made it appear as though a customer was earning towards a second companion voucher within their anniversary year) occurred on 1 November 2024 when the spending threshold changed. Similarly, Mr M's statement from early November 2024 showing that the spend requirement was £10,000 was produced after the threshold change. So, AMEX didn't consider compensation was appropriate.

Our investigator thought that AMEX had properly followed its policies and processes by notifying Mr M by email in early April 2024 of the change to the spending threshold. So, he didn't ask AMEX to honour the companion voucher. However, our investigator agreed that AMEX could have better explained the changes to Mr M in early November 2024. He also agreed that the information on AMEX's app was confusing. So, our investigator recommended that AMEX pay Mr M £100 compensation.

Mr M pointed out that all his monthly statements from April 2024 onwards set out details of his progress toward a spending threshold of £10,000.

Our investigator acknowledged that AMEX made some mistakes with the way it displayed information but said that it made Mr M aware of the limit change in April 2024 and then included information about the threshold change in his statements from July to October 2024.

Mr M remains unhappy with the wording used on his statements and says that £100 compensation doesn't equate to the value of the companion voucher.

As neither Mr M nor AMEX agreed with the investigation outcome, his complaint came to me to decide. As I was minded to uphold his complaint, I issued a provisional decision on 31 July 2025, which said:

When considering what is fair and reasonable, I must consider relevant law and regulations; regulator's rules, guidance and standards, and codes of practice; and where appropriate, what I consider to have been good industry practice at the time.

The Financial Conduct Authority ("FCA") Handbook sets out rules and guidance that I consider applicable to this case. These include the Principles for Businesses and the FCA Consumer Duty.

The FCA Principle of most relevance to this complaint is:

Principle 7: "A firm must pay due regard to the information needs of its clients and communicate information to them in a way which is clear, fair and not misleading."

The Consumer Understanding part of the Consumer Duty expands on this general principle. It requires financial firms to support their customers by helping them to make informed decisions through the timely provision of information which is readily understandable.

AMEX fell rather short of this in Mr M's case. So, I have some sympathy for him when it comes to AMEX's communication about the spending threshold, which has been unclear and inconsistent at times. However, I don't find that AMEX's failings mean it must now honour the original spending threshold of £10,000 and will explain why.

In April 2024, AMEX sent a notice of variation email to Mr M which explained that the spending threshold to qualify for the companion voucher would increase as of 1 November 2024. The email said:

"From 1 November 2024, your required spend to qualify for a Companion Voucher will increase from £10,000 to £15,000 within your membership year. This change will be relevant to the membership year applicable on 1 November 2024 and thereafter. Details of your membership can be found on your card statement."

Mr M's membership year ran until 7 November 2024, so he was caught by the increase in qualifying spend on 1 November 2024. Mr M hasn't said that he didn't receive this email. Instead, my understanding of his concerns about AMEX's communication with him is that it went on to provide contradictory and confusing information on his monthly credit card statements and within its app. And that on this basis, AMEX should honour the original £10,000 threshold and supply him with the companion voucher.

Having reviewed Mr M's statements not all of them included the section about the upcoming increase in spend threshold. Mr M's statements for May and June 2024 only included the following information about the companion voucher:

"Earn a reward flight for your companion by spending £10,000 on your Card before your Card anniversary date of 7-11-2024 you will qualify for a reward flight for your companion, to be used when you redeem your Avios for a flight".

The relevant section on the credit card statement then went on to set out how much qualifying spend Mr M already had, together with the spend he would need to achieve

to receive the companion voucher. I agree that by reading this information in isolation, it is likely that it would have appeared to Mr M that he would still qualify for the companion voucher if he reached a spend of £10,000 by 7 November 2024. I say this as even though Mr M doesn't deny receiving the variation notice of April 2024, it would be understandable if he had overlooked the contents of the email after receiving the May and June 2024 statements which didn't mention the upcoming threshold change.

However, the statements AMEX sent for July to October 2024, did include the following wording:

"Companion Voucher spend threshold ... is increasing to £15,000 per anniversary year from the 1st November 2024."

Although AMEX continued to include wording about spending £10,000 before the card anniversary date of 7 November 2024, I think the additional reference to the increase in spend threshold made it clear that, to qualify for the companion voucher, Mr M would need to spend £15,000 rather than £10,000 by the end of his anniversary year - 7 November 2024. This is also despite the spend information which Mr M says he could view on AMEX's app prior to November 2024.

I think that given the confusion felt by Mr M about AMEX's messaging, it would have been reasonable to expect him to query this sooner than he did. The evidence supplied by AMEX shows that Mr M contacted it about the spending threshold on 2 November 2024. I don't have evidence to suggest that he asked AMEX for any clarification about the threshold spend before this date. So, I can't fairly find that AMEX previously misled Mr M about the terms of the companion voucher.

I agree that AMEX wasn't overly helpful in early November 2024, although it did confirm that the spending requirement had increased to £15,000. But by this point, it seems most unlikely that Mr M could have increased his spend to reach the new £15,000 threshold in time. Mr M made the same point to AMEX. So, I don't think he is saying that he would have spent an additional £5,000 to secure the voucher had he not thought he only needed to reach the £10,000 spending threshold. If Mr M has evidence to the contrary, he can supply this to me when he responds to my provisional decision.

I am not currently persuaded that the omission of the wording about the upcoming threshold increase in the May and June 2024 statements and/or AMEX's confusing contact in early November 2024 or the information displayed on its app, directly led to Mr M failing to reach the new spend threshold. I am also satisfied that by sending Mr M the notice of variation and referring to the change on most of his statements, AMEX did enough to make him aware of the threshold increase. So, I don't consider it fair to require AMEX to honour the offer of a companion voucher, even though Mr M spent more than £10,000 on his card by the end of his anniversary year.

However, I do think that a higher award of compensation is justified in this case. By omitting wording in some of the statements and then failing to properly explain the threshold change when Mr M contacted AMEX in early November 2024, he has felt the need to spend more time bringing his complaint to us than he otherwise might have. Mr M's frustration was compounded by the incorrect information contained on AMEX's app, which it has explained was due in part to a technical error. I think that this inconvenience and frustration merits a higher award of compensation - £250. It sits more comfortably within the range of award we might make where the mistake has taken rather more effort from the complainant to resolve than they should have had to take. Our approach to awards of compensation can be found on our website.

Although Mr M is unhappy with AMEX's investigation of his complaint, the handling of complaints, as an activity in itself, is not a matter that falls within the range of activities that this service can consider complaints about. In taking this view, I have had regard for the conclusions the High Court reached in *Mazarona*¹ So, I don't say further about this.

To put things right, I thought AMEX should pay Mr M a total of £250 compensation.

Further submissions

Mr M didn't respond to my provisional decision by the deadline set, but AMEX agreed with the proposed outcome.

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.

As Mr M hasn't responded and AMEX agrees with my provisional decision, I consider it fair and reasonable to make my final decision along the same lines as my provisional decision.

Putting things right

AMEX should pay Mr M a total of £250 compensation. For the avoidance of doubt, this includes the £100 already recommended by our investigator.

My final decision

My final decision is that I uphold this complaint. In full and final settlement, I require AMERICAN EXPRESS SERVICES EUROPE LIMITED trading as American Express to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 September 2025.

Gemma Bowen
Ombudsman

¹ The relevant case law is *R (Mazarona Properties Ltd) v Financial Ombudsman Service* [2017] EWHC 1135 (Admin)