

## The complaint

Mr B complains that American Express Services Europe Limited ("AmEx") led him to apply for an account upgrade based on an advertised benefit that he couldn't utilise.

## What happened

On 20 December 2024, Mr B received an email from AmEx inviting him to upgrade his account. The email included an account upgrade option of £100 spending reimbursement for a well-known department store.

Mr B upgraded his account on the basis of that option, but later found that AmEx were withdrawing the benefit at the end of June 2025. Mr B wasn't happy about this as he felt it hadn't been clearly explained to him when he upgraded his account. So, he raised a complaint.

AmEx responded to Mr B but didn't feel that they'd done anything wrong regarding how they'd promoted the account upgrade benefits they'd offered. Mr B didn't agree, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that AmEx had acted unfairly and didn't uphold the complaint. Mr B remained dissatisfied, 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.

Mr B has provided a copy of the email he received from AmEx on 20 December 2024, which reads as follows:

*"£100 at [department store]*

*From high fashion to high tea, you'll have an annual statement credit you can enjoy yourself - or share with a loved one. 5"*

Where the '5' referred the reader to the relevant section of the 'important information' section that was at the end of that same email, and which in this instance read as follows:

*"Enrolment required. Save this American Express Platinum Card benefit to your Card and spend instore and online at [department store] by the 30 June 2025, to get up to £100 statement credit per year, with a maximum £50 statement credit every 6 months..."*

In consideration of the above, I feel that the headline of the offer clearly signposted Mr B to the important information section of that same email, and that the email Mr B received did therefore clearly indicate that he would not be able to avail of the offer after 30 June 2025 and also confirmed that he could only obtain £50 credit every six months.

Mr B has said that having received the offer on 20 December 2024, he could only have ever obtained £50 of the advertised benefit, and that therefore AmEx should have amended the offer headline accordingly. But Mr B could have signed up for the offer the day he received the email, which would have given him an initial six month window of until 20 June to redeem the first £50 of the offer, and a brief window from 20 June to 30 June to redeem the second £50.

As such, I don't feel that AmEx acted unfairly by saying that Mr B could have obtained £100 spending reimbursement, because he could have done - albeit he would have had to have acted quickly in one instance.

Ultimately, I feel that AmEx's email to Mr B was clear in regard the terms of the offer such that Mr B should reasonably have understood the limitations of it, including that it would end on 30 June 2025. And I feel that it was then for Mr B to have then decided whether he wanted to accept that offer, including its limitations or not.

Accordingly, I don't feel that AmEx have acted unfairly towards Mr B as he contends here. And if it was the case that Mr B didn't fully read the email that AmEx sent to him, or properly understand the terms and limitations of the offer as a result, then that isn't something that I would hold AmEx responsible or accountable for.

All of which means that my final decision here is that I do not uphold this complaint. I hope that Mr B will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 February 2026.

Paul Cooper  
**Ombudsman**