

The complaint

Mr C is unhappy that American Express Services Europe Limited (“AmEx”) won’t upgrade his companion voucher and with the information presented by AmEx surrounding that.

What happened

Mr C held an AmEx credit card account on which he qualified for an airline companion voucher. The voucher entitled the companion to travel in economy class only and was issued to Mr C on 26 October 2024, when Mr C completed the required qualifying account spending.

On 4 November 2024, Mr C called AmEx and asked to cancel his credit account. AmEx asked Mr C why he wanted to cancel his account, to which Mr C responded that there had been a change in his circumstances and that going forward he would need joint accounts, rather than accounts in his sole name, as the AmEx account was.

During this call, AmEx’s agent asks Mr C if he has an unused companion voucher, to which Mr C replied that he does – the voucher that was issued to him the previous. AmEx’s agent then explains that an issued companion voucher can only be used alongside an active AmEx account, meaning that if Mr C cancelled his account as he was requesting that the companion voucher would become invalid. AmEx’s agent then sent an email to Mr C which included the terms surrounding companion vouchers that they had referred to and suggested that Mr C consider these terms before committing to cancelling his account.

Later that same day, Mr C upgraded his AmEx account to a Premium Plus account. The next account statement that was issued to Mr C, which was issued on 10 November 2024, shortly after Mr C upgraded his account, reflected the account upgrade.

One of the features of the Premium Plus account is a better class of companion voucher. Confusingly, while the terms and conditions of the AmEx account included that a companion voucher, once issued, couldn’t be upgraded, even if the AmEx account itself was upgraded (as Mr C’s account was), AmEx presented information to Mr C on his November 2024 statement which suggested that Mr C could qualify for a better companion voucher, if he undertook further spending on the account.

Mr C undertook the further spending on his account he believed would entitle him to a new, improved companion voucher. But he was later told by AmEx that because he’d already received a companion voucher for that year, he wouldn’t be receiving another voucher. Additionally, Mr C was told that because companion vouchers can’t be upgraded once issued, his voucher would remain as being an economy class voucher. Mr C wasn’t happy about this, so he raised a complaint.

AmEx responded to Mr C but reiterated their position and confirmed that Mr C was only eligible to receive one companion voucher, which he had received, and which could not then be upgraded. Mr C wasn’t satisfied with AmEx’s response, so he referred his complaint to this service.

One of our investigators looked at this complaint and liaised with Mr C and AmEx about it. During their review, AmEx confirmed their overall position but accepted that the information presented to Mr C on his statement may have been confusing. AmEx apologised for this and offered to pay £25 to Mr C as compensation for any trouble or upset that confusing information may have caused him. Our investigator felt that AmEx's updated response represented a fair resolution to the complaint. However, Mr C didn't agree, 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.

Having done so, I note that Mr C has provided several detailed submissions to this service regarding his complaint. I'd like to thank Mr C for these submissions, and I hope he doesn't consider it a discourtesy that I won't be responding in similar detail here. Instead, I've focussed on what I consider to be the key aspects of this complaint, in line with this service's role as an informal dispute resolution service.

This means that if Mr C notes that I haven't addressed a specific point that he's raised, it shouldn't be taken from this that I haven't considered that point. I can confirm that I've read and considered all the submissions provided by both Mr C and AmEx. Therefore, if Mr C notes that I haven't addressed a specific point that he's raised, this is because while I have considered that point, I don't feel it necessary to address it directly in this letter to arrive at what I consider to be a fair resolution to this complaint.

Mr C feels that he should qualify for an upgraded companion voucher. However, I'm satisfied from the terms and conditions of the AmEx account that Mr C's belief in this regard is incorrect. I refer to the following terms:

Earning a Companion Voucher:

"Only one Companion Voucher can be earned in any 12-month period. If the Cardmember reaches their spend target within 12 months of their Card Account start date then further spend will not accumulate towards another Companion Voucher."

Rules and restrictions:

"CVs [Companion Vouchers] are non-transferable."

Accordingly, I'm satisfied that it was never the case that Mr C would have been entitled to have received a new companion voucher of a better class, because he had already received the one companion voucher he was entitled to receive that year the previous month. I therefore won't be upholding Mr C's request to instruct AmEx to provide him with such a companion voucher, because as explained, he was never entitled to receive one.

However, I will consider whether Mr C was presented with confusing or inaccurate information, and if so whether I feel that there has been any impact on Mr C for which he should fairly be compensated.

I note that after Mr C upgraded his account to a Premium Plus account in November, he received an account statement shortly thereafter which suggested that he could undertake further spending on his account to receive a new companion voucher.

This information was presented to Mr C in the section titled 'companion voucher', and read

as follows:

“Earn a reward flight for your companion By spending** £15,000 on your Card before your Card anniversary date of 14-02-2025*** you will qualify for a reward flight for your companion...*

So far, you have £12,078.81 of qualifying spend, so spend just £2,921.19 to receive your Voucher... “

Matters are complicated here by the fact that, at that same time, AmEx had increased the qualifying spend for the companion voucher from £12,000 to £15,000. Mr C had completed £12,000 spending and had qualified for the companion voucher in the final month before the spending criteria was increased.

This meant that while Mr C had already qualified for the companion voucher under the old criteria – and received his companion voucher accordingly – he had spent less than £15,000, as required by the new criteria.

This scenario caused problems for AmEx's systems, and because of this, later in the 'companion voucher' section on the monthly statement they also included the following disclaimer.

“There is a technical error related to the threshold calculation affecting some Cardmembers that already received their Companion Voucher within their membership year.

For example, if you have already received your Companion voucher within your membership year, and the tracker is showing you are progressing towards an additional voucher within the same membership year, this is in error. As a reminder, only one Companion Voucher can be earned in any 12-month period...” I feel that this disclaimer, when taken into consideration alongside the terms for the companion voucher – which as explained, including that only one voucher could be earned per year – did reasonably explain to Mr C that the information that indicated that he might be able to qualify for another voucher might be incorrect.

Additionally, I don't feel that there has been any tangible adverse impact to Mr C here. I note that Mr C feels that he'd paid £300 for an account upgrade for a benefit – the improved companion voucher – that he can't utilise. But there are other benefits to the Premium Plus account besides the improved companion voucher what Mr C has been able to utilise. And as explained previously, Mr C needed to have an active AmEx account to use the companion voucher that he did receive. Accordingly, I don't accept Mr C's statement that he hasn't benefited from the Premium Plus account because his companion voucher can't be upgraded.

All of which means that while I will be upholding this complaint in Mr C's favour, I'll only be doing so in order to formally instruct AmEx to pay the £25 compensation to Mr C that they've already offered to pay. And I won't be issuing any further instructions to AmEx beyond this.

As discussed, AmEx offered this £25 compensation to Mr C because they accepted that the information presented to him on the November (and December) statement may have been confusing. This feels fair to me, given the disclaimer that was also included and the terms of the companion voucher as discussed, and also in consideration of the general framework this service uses when assessing compensation amounts, details of which are available on this service's website.

Finally, in his recent correspondence with this service, Mr C has suggested that the reasoning behind this decision may be flawed because it is based on the assumption that he was aware of having earned a companion voucher before he upgraded his account. However, on the call to AmEx where Mr C asks to cancel his account, which took place before Mr C upgraded his account, he clearly confirms that he is aware that he has received a companion voucher the previous month. And if it had been the case that Mr C wasn't aware of that fact – which as explained, he clearly was – that wouldn't alter the fact that he had been issued a companion voucher and so wasn't eligible to receive another one.

I realise this won't be the outcome Mr C was wanting, but I hope that he'll understand, given what I've explained, why I've made the final decision that I have

Putting things right

If they haven't done so already, AmEx must pay £25 to Mr C.

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 C to accept or reject my decision before 25 September 2025.

Paul Cooper
Ombudsman