

The complaint

Mr M complains that American Express Services Europe Limited (AESEL) provided misleading insurance on its website.

What happened

Mr M holds a Platinum Card with AESEL. The card includes a travel insurance benefit with cover provided by a third party, AXA.

In June 2024 Mr M suffered an accident whilst abroad. He says he didn't receive the help he was expecting based on the representations made on the AESEL website in relation to Platinum Travel Insurance which stated (under the heading "If you become ill or have an accident while travelling"):

"Simply ring the number on the back of your Platinum Card and we will ensure you get the treatment you need by a doctor who speaks your language".

Mr M is unhappy because he didn't receive the help he was expecting. He says that AXA couldn't find a doctor for him, so he had to find one himself and that he had to contact AXA several times and received inconsistent information. He complained to AESEL.

AESEL didn't uphold the complaint. In its final response it said it was sorry to learn that Mr M's experience with AXA hadn't met his expectations but said it didn't have access to AXA's claims database and was unable to advise on the service provided by AXA. AESEL advised Mr M to ask the customer service department at AXA to investigate his complaint.

Mr M remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said that because AESEL acts as an intermediary for the travel insurance that is provided as part of the card benefits, it wasn't liable for any issues arising out of an insurance claim. The investigator said that because AXA didn't provide the cover Mr M was promised, Mr M should direct his concerns to AXA (which he has already done under a separate complaint).

Mr M didn't agree. He said it was AESEL who had made the promise to find a doctor that spoke his language and that it was AESEL who failed to deliver on this promise.

Because Mr M didn't agree I've been asked to review the complaint.

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 know it will disappoint Mr M, but I agree with the investigator's opinion. I'll explain why.

Mr M has said that his sole complaint with AESEL is that they advertised to find a doctor but in practice this didn't happen. He says that when he asked AXA about this, they said they

were under no obligation to find a doctor for him. Mr M believes that the information on AESEL's website is misleading, and he wants it to be rectified.

I've reviewed the summary of key features and exclusions of the travel insurance policy. This sets out what's insured and what's not insured. I've carefully read through the section titled "Medical Assistance and Expenses" but I haven't found any reference to finding a doctor who speaks the policy holder's language.

I've reviewed the information on AESEL's website in relation to Platinum Travel Insurance. I agree with Mr M that under the section titled "If you become ill or have an accident while traveling" it states that:

"All costs must be approved in advance by the insurer. If the unexpected happens on your travels and you need medical assistance, we should be your first point of contact. Simply ring the number on the back of your Platinum Card and we will ensure you get the treatment you need by a doctor who speaks your language".

Whilst I agree that these words might have led Mr M to expect that he would be treated by a doctor who spoke his language, these words don't form part of the travel insurance policy so there's no contractual obligation which arises as a result. I can't hold AESEL responsible for any failings in the service provided by the insurer – although as I've said above, the insurance policy doesn't mention anything about a referral to a doctor who can speak the policy holder's language.

I've thought about whether the wording on AESEL's website amounted to a misrepresentation. A misrepresentation is a false statement of fact made by one party to another which induces the other party to enter into a contract and causes them loss. In this case, the travel insurance is a benefit of the Platinum Card, and no additional fee has been charged for it. Travel insurance is widely available at less than the annual cost of the AESEL Platinum Card, so I don't think it's likely that Mr M took out the Platinum Card solely to get the benefit of the travel insurance. In other words, I'm not persuaded that Mr M entered into a credit agreement with AESEL for a Platinum Card based on a representation that had been made about a travel insurance benefit. For this reason, I'm unable to say that the necessary elements for misrepresentation have been made out.

I appreciate that Mr M feels very strongly about this and I'm sorry to hear that he experienced a lack of assistance from the insurer when he was in pain following his accident. AESEL don't provide the insurance so I can't hold them responsible for service failings by AXA.

For the reasons I've explained I'm unable to uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 October 2025.

Emma Davy
Ombudsman