

The complaint

Mr J complains AMERICAN EXPRESS SERVICES EUROPE LIMITED ('AMEX') unfairly forfeited reward points on his credit card.

What happened

Around September 2017 Mr J took out a credit card with AMEX.

Mr J's card was then suspended in September 2024 following an account review. Mr J then says the account was cancelled after he sent AMEX some bank statements. Mr J was unhappy with this and says this meant he lost his membership points which were worth a significant amount of money.

Mr J complained to AMEX and it issued a final response at the end of January 2025. This said, in summary, that Mr J's reward points were forfeited in line with the terms and conditions of the account when it was cancelled. It said the points could not be reinstated.

AMEX also issued another final response on the same day. In summary, this explained Mr J had been given incorrect information about the membership points when he initially complained, when a staff member told him these could be used to make a payment to the balance of the account. AMEX explained it had credited the account with £200 to apologise for this.

Mr J remained unhappy and referred the complaint to our service. He explained he'd been having serious health issues and had required hospital treatment. He said this meant he was a vulnerable consumer, which he said AMEX hadn't taken into account. And he said AMEX hadn't been transparent about why the account was cancelled.

AMEX then explained to our service that the account was cancelled as Mr J had made repeated attempts to use the card to pay a business or online payment account owned by him, which it said was a breach of the terms and conditions. And it explained it wrote to Mr J in September 2024, saying he had 60 days to redeem any membership points before they were forfeited.

AMEX also explained it had asked Mr J to call it if he wished to get help with any vulnerabilities he had in February 2025. It said Mr J hadn't spoken to it further about this.

Our investigator then issued a view and didn't uphold the complaint. He said, in summary, that Mr J had breached the terms of his agreement and so it wasn't reasonable to ask AMEX to do anything further regarding the membership points.

Our investigator also said he didn't think the fact Mr J was vulnerable affected what happened here.

Mr J disagreed. In summary, he said he had paid a limited company using the card, not himself. He said he was in a confused state when this was discussed with AMEX. He said AMEX discriminated against him because of his health. And he said the complaint had not

been properly investigated.

Our investigator then issued a second view. He explained while payments were made to a limited company, Mr J was the director of this company. So, he thought the terms and conditions had been breached. And he explained that Mr J didn't respond to AMEX when it asked him details about any vulnerability.

Mr J disagreed. He said AMEX hadn't explained the issue with the payments he made. He pointed to another decision from our service. And he mentioned a court case he said was relevant.

As Mr J remained unhappy, the case has been passed to me to decide.

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 do not think this complaint should be upheld.

Firstly, I'd like to explain to both parties that I may not comment on every piece of evidence or point raised here. I can reassure Mr J and AMEX that I've carefully thought about all of the information on this complaint. But in my decision, as I've done in the background above, I'm going to focus on what I think are the key facts and the crux of the complaint. This reflects the informal nature of our service.

AMEX provided the terms and conditions for the credit card. These state:

"You may not use your account..... or in a way which disguises the true nature of the transaction, for example:"

"• using your account to send funds to yourself through a payment processor;

• or by using your card at a retailer you own or control."

I want to reassure Mr J that I've carefully considered everything he said here. But I find he likely breached this term.

AMEX has provided the terms and conditions of the points programme. These state:

"If we close your Card Account because you have breached the terms of your Card Account Agreement, we will cancel your points."

I can see a letter dated 3 September 2024 sent to Mr J that explained he had 60 days to redeem any membership points he had. The letter explained if he didn't do this, the points would be forfeited.

AMEX explained Mr J only tried to redeem the points after this date had passed.

I hope Mr J won't find the above an oversimplification of what he complains about here. But, having thought about all of this, I don't think AMEX did anything wrong when it closed the account and forfeited the membership points.

I've considered what Mr J said about being a vulnerable consumer. But I don't think in this specific case whether Mr J was vulnerable or not has a significant impact on the above.

I've thought about the fact that Mr J was given incorrect information about the points when he complained. I can understand AMEX' response caused him distress and inconvenience, and it must have been frustrating for him to realise what happened. I find the £200 already credited to his account is enough to reflect this and AMEX doesn't need to take further action.

Mr J says he feels AMEX has discriminated against him. I've thought about what Mr J said, but having looked at all the evidence I can't see it's likely AMEX has done so. Nor do I think AMEX has acted unfairly or unreasonably. I hope it helps Mr J to know that someone impartial and independent has looked into things for him.

I want to reassure Mr J that I've carefully considered everything else he said about this complaint, including what he said about the other decision our service made. But I need to consider what is fair and reasonable only under the specific circumstances of this case. Having done so, I do not think it should be upheld.

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 J to accept or reject my decision before 11 November 2025.

John Bower
Ombudsman