

The complaint

Mr B complains that American Express Services Europe Limited ('Amex') misrepresented a travel insurance benefit linked to his Platinum charge card. He feels his account was mis-sold. He's unhappy Amex misadvised him.

Mr B wants Amex to refund his Amex card membership fees and pay him compensation for his financial loss, distress and inconvenience. He also wants Amex to ensure this doesn't happen to other customers.

What happened

Mr B was advised not to fly due to his unexpected ill health, so cancelled travel plans for him and his partner. He hoped to claim for his loss under a travel insurance policy which was a benefit of his Amex card.

Mr B complained that Amex weren't clear he needed to pay for his trip using his Amex card to be covered by the travel insurance. Mr B also complained he'd been advised to cancel his whole trip when he contacted Amex about making a claim, but his partner still needed to travel.

Amex didn't uphold Mr B's complaint. They said their communications regarding the travel insurance made it clear that the trip had to be paid for using an Amex card. Amex didn't agree they'd misadvised Mr B.

Mr B referred his complaint to the Financial Ombudsman Service. He said Amex hadn't provided clear information in line with the Consumer Duty. He referred to a similar complaint that had been upheld by our service.

Our investigator reviewed the available evidence and information from both parties but didn't think Mr B's complaint should be upheld. She said there wasn't a record of Mr B being misadvised, and thought the information given about the policy was clear.

Mr B disagreed and sought an ombudsman's decision. Mr B said he shouldn't have to undertake a forensic analysis of terms and conditions to understand what the insurance covers, as this should be evident in the key information provided by Amex.

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've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

I am sorry to disappoint Mr B but having considered everything, I have decided not to uphold his complaint. I'll explain why, though I broadly agree with our investigator.

Mr B invites me to consider a decision made by an ombudsman in a separate complaint. I understand why Mr B thinks I should act consistently with previous decisions, but I am not bound to do so. I think this would compromise my independence. I am obliged to consider the circumstances of each complaint impartially, so I've considered this case on its own merits when reaching my decision.

Mr B says Amex have not communicated fairly with him in line with the high standards imposed by the Consumer Duty. I agree that the Consumer Duty sets out the importance of firms supporting customers throughout the lifecycle of a product or service, ensuring that relevant information is communicated to their customers when they need it so they can understand the product and/or service they're applying for or using.

Mr B highlights Amex's advertising says the travel insurance is comprehensive and there's nothing to say it only covers travel booked with an Amex card. I disagree, as looking at the website link Mr B has provided for the Platinum card, I can see that comprehensive travel insurance is offered as a cardholder benefit, but the information box with this says:

"Some insurance benefits are dependent on the use of your Card... In order to access certain insurance benefits, you need to use your American Express Card to pay for the trip or item."

That information box also provides a link to the insurance policy terms and conditions and key information document, which I'll refer to as the policy document.

I'll pause here to say I'm aware that the underwriter for the insurance policy changed around the time Mr B booked his trip. I've compared the policy documents from before and after the change, and they are materially the same. I don't think the change of underwriter has any impact on Mr B's complaint.

Mr B accepts he reviewed the policy document before booking his trip and says it makes no mention that the policy does not cover travel purchased with another card. I disagree because on the first page of the policy document's summary there's a description of what's covered, under the heading "what is insured." This states:

"£7,500 per insured person for unused travel, accommodation, excursions and leisure activities that have been paid for, or pre-booked, on the Card account, and these are not refundable or a fee is charged to change them." [my emphasis]

'Card' and 'Card account' are defined later in the policy document:

"'Card Account' means Your consumer and small business cards issued by American Express in the UK, excluding corporate cards and any American Express cards issued by bank partners..."

And *"'Card' means any Card or other Account access device issued to a Cardmember (or a Supplementary Cardmember) for the purpose of accessing the Account."*

And in Section 1.2, the policy document states:

"1.2 CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

For the benefits under this section to apply transport and/or accommodation must have been Purchased in full using:

- (i) the Card;*
- (ii) American Express Membership Rewards® points; or*

(iii) Any travel rewards programmes provided the taxes and/or surcharges have been Purchased using the Card.”

I know Mr B strongly disagrees, I don't agree that the information about what is covered is hidden away. I say this because it is highlighted on Amex's website where it mentions the travel insurance benefit, and on the first page of the policy document summary. It's also referred to later in the policy document.

This means I think Amex have communicated fairly and clearly with Mr B, in line with their obligations. I don't agree Amex have misled Mr B about what the policy covers.

I am sorry to hear that Mr B made a claim on the policy, and this hasn't been successful. This isn't a decision taken by Amex, as the underwriter will assess Mr B's claim. I understand why Mr B felt Amex might compensate him if they'd misled him into thinking the policy would cover him. But as I've decided that's not the case, I won't be asking Amex to compensate Mr B for any losses he's had cancelling his trip. For the same reason, I won't ask Amex to refund the annual membership fees for the Platinum account.

Mr B says that Amex misadvised him to cancel his trip when he was vulnerable, and that he fortunately didn't act on this bad advice. However Mr B requested cancellations on 23 and 24 January 2025, and he said he had to rebook the trip for his partner. I've considered what Mr B has said about being misadvised, but Amex don't have a record of Mr B contacting them around the time he cancelled his travel plans, and Mr B hasn't been able to provide further evidence of this. This means I haven't been able to verify this conversation took place with Amex or what was said, so I can't fairly conclude that Amex misadvised Mr B about cancelling his trip.

But even if I did have evidence of this conversation with Amex, I'm not persuaded it would be fair or reasonable to require Amex to compensate Mr B for his partner's trip. I say this because Mr B knew his partner still needed to travel, due to the nature of the trip, and ultimately it was his decision to cancel it.

Mr B says where a merchant doesn't accept an Amex card, and takes a booking with an alternative card, these transactions can be covered by the travel insurance policy. This isn't something I'd expect Amex to address as it's up to the policy's underwriter to decide if Mr B's travel insurance claim is successful. If Mr B thinks his claim should succeed on this point, I think he'd need to raise this with the underwriter. I'm sorry not to be able to help Mr B further with this but I am only considering his complaint against Amex.

I know this wasn't the outcome Mr B was hoping for, but having considered everything, I think Amex have treated him fairly in these circumstances. That means I'm not asking Amex to take any action on this occasion.

My final decision

For the reasons I've set out, I don't 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 11 February 2026.

Clare Burgess-Cade
Ombudsman