

The complaint

Mr O complains AMERICAN EXPRESS SERVICES EUROPE LIMITED (AMERICAN EXPRESS) failed to apply a promotional offer to his credit card. Mr O says AMERICAN EXPRESS mis-led him and he is also unhappy with the poor service he received.

What happened

- In July 2025, Mr O received a promotion from AMERICAN EXPRESS offering him three months free subscription to a food delivery company's membership plan. The saving was worth, in total, £23.97.
- But Mr O's credit card was charged £7.99 each month over the three-month period it ought to have been free. Mr O complained to AMERICAN EXPRESS.
- AMERICAN EXPRESS upheld Mr O's complaint. They raised his concerns with their Tech Team and by way of an apology, they credited him £50 compensation.
- Mr O remained unhappy AMERICAN EXPRESS had only partially upheld his complaint, so he referred his concerns to our service.
- AMERICAN EXPRESS reviewed things and said in addition to the compensation paid, they'd now also applied a credit of £24 to Mr O's account, essentially refunding the three £7.99 charges he shouldn't have paid.
- One of our Investigator's looked into things and said she thought what AMERICAN EXPRESS had offered to do to put things right was fair, so she didn't think they needed to do anything more.
- Mr O disagreed with our Investigator saying AMERICAN EXPRESS failed to refund the charges within their final response letter, so had failed to put his account back in the position it should have been in – only later refunding the charges after matters were referred to our service.
- Mr O also said he wanted a clear finding on whether AMERICAN EXPRESS's actions should be treated purely as 'poor service' or if their actions created a misleading overall impression and asked for an additional award beyond the £50 already credited to be considered, to reflect the time and trouble spent resolving matters.

As a resolution couldn't be reached, this 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 agree with the conclusions reached by the investigator for these reasons:

- It's not in dispute an error has occurred here. Mr O took up a promotional offer sent to him but was charged for the subscription months he was meant to receive for free.
- Mr O wants a clear finding on whether it is fair to treat AMERICAN EXPRESS's actions purely as poor service, or if the promotional and/or its execution created a misleading overall impression.
- It's not my role here to establish exactly why things have gone wrong on every occasion. Rather, I must establish if something has gone wrong, if so, has the consumer lost out as a result of it and what needs to be done to put the consumer back in the position had the error have not occurred.
- AMERICAN EXPRESS said they raised Mr O's concerns about the failed promotion with their Tech Team and provided him with a reference number. Whilst AMERICAN EXPRESS confirmed they didn't have an estimated timescale for things to be looked into; he was told he'd be contacted when a response was received.
- I would like to think AMERICAN EXPRESS still plan to update Mr O as they said, but for the purposes of my investigation, I'm satisfied I don't need to know exactly why things went wrong here, only that something did go wrong and that Mr O's been put back in the position he ought to be in, had they not.
- Here, AMERICAN EXPRESS have confirmed Mr O received two £5 credits to his account for each of the three months in question – a benefit of the subscription I would've expected him to have received.
- I would also expect AMERICAN EXPRESS to refund the monthly fees Mr O ought never to have been charged. Whilst this wasn't initially offered in their final response letter, AMERICAN EXPRESS have since refunded £24. So, I'm satisfied this has now been done.
- So, in summary, I'm satisfied Mr O's credit card account has now been put back into the position it would have been in had the promotion have worked as it should have.
- But it's clear Mr O has been caused some distress and inconvenience as a result of things going wrong and I think it's fair he is compensated for that.
- It's clear when Mr O first contacted AMERICAN EXPRESS, things weren't resolved as quickly as they ought to have been. This resulted in him having to chase matters and ultimately refer his concerns to our service when he didn't think enough was being done to put things right.
- AMERICAN EXPRESS credited £50 compensation to Mr O's account.
- Whilst I've already explained I'm upholding this complaint, due to AMERICAN EXPRESS not originally having refunded the fees, having considered the distress and inconvenience caused by this matter in the whole I'm persuaded £50 is fair and reasonable here. I don't think AMERICAN EXPRESS need to do anything more.

For the reasons I've explained, I uphold this complaint.

Putting things right

To resolve Mr O's complaint, AMERICAN EXPRESS SERVICES EUROPE LIMITED have

now already:

- credited £24 to Mr O's account by way of reflecting a refund of the three £7.99 fees he was incorrectly charged, and,
- credited £50 compensation to Mr O's account for the distress and inconvenience caused.

I'm not asking AMERICAN EXPRESS SERVICES EUROPE LIMITED to do anything more.

My final decision

My final decision is that this complaint should be upheld.

But as AMERICAN EXPRESS SERVICES EUROPE LIMITED have now already done what I think is fair and reasonable to resolve this complaint, I don't think they need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 27 March 2026.

Sean Pyke-Milne
Ombudsman