

complaint

Mr M has complained about the service he has received from American Express Services Europe Limited. He had asked for a payment credited to his card to be returned in January. This took some weeks to happen. American Express admitted its error and paid Mr M £50 and added 5000 Avios points to his account. But the initial error was further compounded when the credit which should have been added to his credit card account was not received by Mr M. American Express looked into this, admitted its error and apologised. It offered a further £100 in compensation and refunded interest of £56.24. This was in March 2017, but Mr M's account wasn't corrected until 28 June 2017.

our initial conclusions

Our investigator felt that Mr M had received poor service from American Express. She acknowledged the compensation paid to Mr M but felt that a further compensation of £100 was merited to reflect the inconvenience caused to Mr M. American Express agreed to this but Mr M didn't. He didn't feel the compensation was great enough to reflect the number of times he had to initiate action to resolve the situation. He felt that he had lost management time and been caused stress which in turn had impacted on his professional effectiveness.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I understand Mr M's strength of feeling about the service he has received. The matter went on for months and was only resolved due to his persistence. This must have been both inconvenient and frustrating for him. But having taken all the circumstances into account, I'm satisfied that the total amount of compensation now offered, together with the refund of interest and the Avios points is fair. Although Mr M feels that there was a lack of sincere remorse or apology for the aggravation he was caused, I think that the tone of the final response letter together with the offer compensation did demonstrate a sincere apology. Nevertheless I agree that compensation should total £250, rather than the sums initially offered. **My final decision is that I uphold this complaint. I require American Express Services Europe Limited to pay Mr M a total of £250 in compensation. It must also refund interest of £56.24 and credit 5000 Avios points to Mr M's account, if it hasn't done so already.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M either to accept or reject my decision before **18 September 2017**.

Lindsey Woloski

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

For the avoidance of doubt I should say that if the sum in compensation has already been paid in part, American Express is only required to make the sum up to £250.

I have noted Mr M's comments about the passivity of American Express and the lack of a meaningful escalation process. Mr M will appreciate that this service considers individual disputes. We don't regulate financial institutions nor are we able to tell them how to operate.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.