

## **complaint**

Mr P has complained that American Express Services Europe Limited's ("AMEX") delays in transferring his AVIOS points to his credit card account meant he lost out financially.

## **background**

Mr P had earned a number of AVIOS points as a benefit of spending on his AMEX credit card. He says due to AMEX's technical problems there was a delay in transferring the AVIOS points to his account. He says he called AMEX to ask for assistance to avoid missing out on the flights he wanted but they couldn't make the transfer in time. He says his first plan was to pay extra for the flights and then claim the money back. But he says AMEX suggested he bought extra AVIOS points and then put in a claim to have his money returned.

The adjudicator thought it wasn't fair that Mr P had needed to buy additional points for the flights he wanted because of AMEX's technical problems. He accepted that Mr P had needed to buy the flights promptly to avoid missing out on a special family occasion. The adjudicator thought AMEX should refund the money Mr P had paid for the flights and take back the additional AVIOS points.

In response AMEX disagreed and said Mr P could have waited until the points were transferred before he booked the flights. AMEX also said it wasn't reasonable to ask it to pay the extra money for first class flights. AMEX said it couldn't remove the extra points from Mr P's account and instead of compensation he could keep the points to use towards another flight. AMEX said its offer to pay Mr P £100 compensation for the inconvenience it was still available to Mr P.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I appreciate that Mr P now has access to the AVIOS points after AMEX was able to belatedly transfer them to his account. But I think Mr P has explained he has no plans to book another flight in the near future and would prefer to return the points and have his money back. I can also see that Mr P's told AMEX his plan was to use money to pay the extra balance for the flights and then claim it back. AMEX agrees it told Mr P it would be better to buy new extra AVIOS points and then seek to have that cost refunded. I accept AMEX never guaranteed Mr P would get a refund but I don't think it's his fault that AMEX can't take back the AVIOS points.

I understand AMEX's point that it shouldn't have to refund Mr P the cost of the additional points used to buy a first class ticket. I accept Mr P couldn't buy the business class flights as they sold out while he was dealing with AMEX about the points transfer delay but I can also see he had the benefit of the extra first class flight. So I think it would be fair for AMEX to split the £255.00 cost of the additional points used to buy the extra first class flight. I also think AMEX should refund the full costs of other £575.00 he paid for the extra AVIOS points due to AMEX's technical problems. This is because, like the adjudicator, I accept Mr P needed to book his flights at that time and had no immediate future plans to book other flights with the points that were belatedly added to his account.

AMEX is free to remove the AVIOS points in question from Mr P's account if it can find a way to do this.

**my final decision**

My decision is I uphold this complaint. I now require American Express Services Europe Limited to refund Mr P a total of £702.50 for the AVIOS points he had to buy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 November 2016.

Sarah Brooks  
**ombudsman**