

complaint

Mrs B is unhappy American Express Services Europe Limited (AESEL) ('AMEX') has caused delays which have meant she's not had benefits under her AMEX British Airways (BA) credit card.

background

Mrs B took out a BA credit card with AMEX. One of the features of this credit card is the ability to collect Avios points whenever money is spent on the card. These points can be redeemed to book BA flights or upgrades. Once a certain amount of money has been spent, a companion voucher (CV) is awarded by BA. The CV can be redeemed to allow another person to fly the same BA flight (including cabin class) as the customer for free (excluding taxes), so long as the flight is booked and paid for using Avios points. A CV is valid for 12 months.

Mrs B qualified for the CV in November 2016. She intended to use the CV for her honeymoon in April 2017. However, due to an issue with Mrs B changing her name on her BA account; the CV wasn't issued in time. This caused a delay, and meant Mrs B couldn't book the flight she'd intended to get for her honeymoon. She complained to AMEX at the time, and another CV was reissued by BA. The reissued CV expired in February 2018.

When planning her honeymoon, Mrs B asked AMEX if she could use the CV to book flights which departed after the expiry date of the CV. She wanted to fly in April 2018. AMEX confirmed this was possible.

However, when Mrs B tried to book the flights with BA using the CV, she was told she couldn't as the flights departed after the CV had expired.

Mrs B complained to AMEX about the customer service she had received. She argued she'd missed out again on booking her honeymoon. AMEX apologised for any inconvenience which had been caused and gave Mrs B 7,500 Avios points. Mrs B complained to our service.

Our investigator felt AMEX should do more to put things right. He felt AMEX should therefore either give Mrs B a new companion voucher to cover the period she wanted to fly, or the equivalent Avios or cash to pay for the 'companion' flight. He also recommended £150 for the distress and inconvenience which had been caused. AMEX disagreed; it felt it had offered enough compensation. Mrs B also disagreed. She felt she was entitled to further compensation. So the matter has been passed to me to issue a final decision.

my findings

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

AMEX has said it has acted in line with the terms and conditions of Mrs B's BA credit card. These make it clear that the departure flight must take place before the expiry of the CV. That reflects the rules of the BA Executive Club, the Avios scheme operator, and the issuer of the CV. AMEX has also highlighted that the terms and conditions do not allow the CV to be extended or transferred.

I appreciate this. But I'm also conscious that AMEX gave Mrs B inaccurate information which she has relied on. AMEX says it cannot locate the calls in which Mrs B was told she could fly after the CV expiry date. With that being said, AMEX has provided us with a copy of its contact notes with the consumer; and its complaint file.

The file notes suggest that it is likely Mrs B was given inaccurate information. For example some of the internal comments suggest that not all of the agents were aware that CV could not be used for departing flights after the expiry date. AMEX has also said in its final response letter that it didn't disagree with Mrs B's versions of events. So I'm satisfied Mrs B was likely given incorrect information.

I've considered what Mrs B would've done if she was given correct information, and I'm satisfied she would've been in the position to use the CV. I say this because she contacted AMEX in February 2017 to confirm she could use the CV in April 2018. Had she been told at that point of the expiry date, then Mrs B would've had a year to plan her trip. By the time AMEX confirmed the correct information in the early part of 2018, Mrs B says the flights were not available. So I don't think it's fair that she now can't get flights. I understand AMEX can't extend the CV, but it can reissue it. So this is what I require Amex to do.

In addition to use of the CV, Mrs B also wants further compensation. She says £150 and 7,500 Avios points isn't enough compensation for the trouble and upset she has experienced. She'd like an upgrade in cabin class and more compensation.

I've considered all the information and Mrs B's submissions. I should say firstly that I don't have the power to direct AMEX to offer Mrs B an upgrade in cabin class. That's something BA is responsible for. And in my view, while I recognise the significant trouble and upset Mrs B has experienced the offer of £150 and 7,500 Avios points is fair and reasonable compensation. This recognises the delay in getting the issue resolved, as well as the time taken to pursue the matter. Therefore I'm satisfied no further award is needed.

my final decision

My final decision is that I uphold this complaint.

I require American Express Services Europe Limited (AESEL) to:

- Arrange for Mrs B to have a new companion voucher added to her account;
- Pay £150 to Mrs B to recognise the distress and inconvenience which has been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 30 May 2018.

Tom Whittington
ombudsman