

## The complaint

Mr B complains that American Express Services Europe Limited (AESEL) changed some of the benefits that were previously available with his credit card account, and he now feels the account isn't suitable for him. He says he's lost out financially as a result of the changes.

## What happened

In 2021, AESEL communicated to its customers who hold a Premium Plus account, that changes were due to be made to the account – these included changes to one of the benefits provided by a third-party. Mr B was one of these customers and so affected by the changes.

Mr B says the changes weren't sufficiently communicated to him. And the product is now no longer suitable for his needs which has caused a financial detriment to him.

Mr B says the change to the benefits of the account meant that companion vouchers awarded for flights couldn't be used in conjunction with previous vouchers awarded – which was allowed previously. The change meant that he was only able to get one free companion ticket, instead of the two he was expecting. This has resulted in a loss to Mr B of around £1,500.

Mr B says the email itself didn't mention this change. And he felt that the email implied that changes to the companion voucher were positioned as a positive change and so it's unreasonable for a customer to have expected a detrimental change.

AESEL responded to Mr B's complaint, but it didn't uphold it. It explained that the changes made to the companion vouchers, had been communicated to Mr B via a link in an email sent to him on 3 June 2021. It explained that Mr B was given the option to 'opt out' of the changes at the time. And because Mr B didn't opt out, it assumed he accepted the changes. The Investigator considered what both parties had said, but they didn't uphold Mr B's complaint. They felt that AESEL had provided Mr B with notice that the terms and conditions were changing, and that ultimately, it was up to Mr B to check what was changing.

Mr B didn't agree. In summary, he felt that the link to the page where the terms and conditions were presented had been updated since it was sent to him in June 2021. He also felt that AESEL's communication about the changes wasn't inline with *"FCA COBS 4.2 rule that communications must be fair, clear and not misleading. Further, I also believe it does not comply with FCA COBS rule 4.5.2 (3) & (4), that is sufficient for, and presented in a way that is likely to be understood by, the average member of the group to whom it is directed, or by whom it is likely to be received; and communications does not disguise, diminish or obscure important items"*.

Because an agreement couldn't be reached, the complaint has been passed to me to make a decision on the matter.

## **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 considered everything available to me, I won't be upholding Mr B's complaint. I note the previous Investigator has said that AESEL aren't responsible for the changes to the terms and conditions itself, because these are provided by a third-party who provide the benefit. I'm minded to agree with this. But in this case, I think the crux of the matter is how AESEL communicated the change to Mr B – which, he says, has in turn led to a financial loss for him.

The terms and conditions of Mr B's account state that changes can be made to the terms and conditions of the account, they say that a customer will be given at least 30 days notice of the changes and provided with the option to 'opt out' of changes.

Looking at the email sent to Mr B on 3 June 2021, I can see that, amongst other changes, he was notified of changes to the companion voucher benefit available with his account. The notification said that changes were due to take place on 1 September 2021. And he was provided with the option to 'opt out' of these changes by 4 August 2021. Because Mr B didn't 'opt out', AESEL reasonably made the assumption that Mr B wanted to continue with his account. So, in line with the terms and conditions of Mr B's account, I'm satisfied that it provided Mr B with sufficient notice of the changes and gave him the option of opting out of the changes. I can't fairly say AESEL has done anything wrong here.

Looking at the contents of the email itself, I can see that it explains that the changes are due to be made to the companion voucher. I agree that the body of the email doesn't specify what all of the changes are. Or what this might mean for Mr B. But there is a link provided in the email which goes directly to the website for the provider of the vouchers, which explains what the terms and conditions of the vouchers are.

I note that Mr B thinks that the webpage has been updated since June 2021, when the email about the changes was sent. I accept that this is very possible, given how long has now passed. I have checked the webpage from around the time the email was sent to Mr B, while it's possible that some of the content has changed, the information important to Mr B's complaint remains the same. So, if Mr B had checked the website at the time he got the email, he would have been able to see the change made to the benefit that has affected him.

Mr B has referred to the COBS section of the FCA handbook, in stating that AESEL's communication of the change wasn't clear. This part of the handbook doesn't apply to the product Mr B has with AESEL. However, I have thought about the part of the handbook, CONC, that does apply. In particular, Mr B feels that the communication about the changes wasn't "clear fair and not misleading". I accept that the email Mr B received from AESEL didn't explain what all the changes would be – and it didn't explain the particular change to the companion voucher that Mr B is complaining about. But the changes were made by the provider of the benefit, and so it was up to that provider to display the changes. I think AESEL has done enough in linking the relevant page in the email for its customer to view the terms and conditions – and notifying its customers that there have been changes to the benefit.

Having taken everything into account, I can't fairly say that AESEL has done anything wrong here. I think it notified Mr B that changes would be taking place to the companion voucher and provided sufficient notice, and it provided a link to those changes. If the terms of the companion voucher had been an important benefit to Mr B, then I would have expected him to check the changes to ensure that he still wanted to continue with the account. Having

thought about all of the information available to me, I don't find that Mr B's losses are down to anything AESEL has done wrong.

### **My final decision**

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 January 2024.

Sophie Wilkinson  
**Ombudsman**