

The complaint

Mr G is unhappy about what happened when he contacted American Express Services Europe Limited (Amex) about an insurance policy offered through his Amex card.

What happened

Mr G has travel insurance provided as part of his credit card. Last year he contacted Amex and discussed what his policy would cover. Issues relating to policy wording and coverage have been considered as part of a separate complaint against the insurer of his policy.

Mr G says Amex told him that while the policy said it would only cover trips if booked on his Amex card a claim would still be considered if a merchant didn't accept Amex. Mr G is unhappy it wouldn't then confirm that in writing to him. And he's also unhappy it didn't provide a response to the complaint he subsequently made to it.

Our investigator agreed this information wasn't contained in the policy wording. But he was satisfied what Amex had told Mr G matched an internal guidance document. And he didn't think there was any reason to think a claim wouldn't be assessed in this way by the insurer. So he didn't think Amex needed to do anything more. And he didn't think we could consider the concerns Mr G raised about how his complaint was handled.

Mr G remained concerned Amex hadn't put this information in writing to him. And he asked for an Ombudsman to consider the matter. So I need to reach a final decision.

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.

Mr G says when he spoke to Amex it told him claims would be covered if he hadn't booked with his Amex card if that was because the provider didn't accept Amex. I appreciate that information doesn't appear in his policy. But it is included in general information Amex holds about the policy. So I don't think Amex was wrong to reference this when it discussed matters with him.

I appreciate Mr G is concerned Amex wouldn't then put that information in writing to him. I'm unclear why it wasn't able to do that though I can see its guidance says any specific questions about coverage should be referred to the insurer. In any case if there was an issue with a claim Mr G wanted to make on his policy he'd still be able to reference what he was told by Amex if this was relevant to it.

However, as he doesn't have a claim at the moment I don't see this is an issue I need to consider; Mr G hasn't lost out because of what he believes Amex got wrong. I appreciate he may be concerned about the impact on other policyholders but it's only his complaint I'm considering in this decision.

Mr G is also concerned Amex didn't (and still hasn't) provided a response to the complaint he made. Complaint handling isn't one of the activities our rules allow us to consider. So I can't look at in isolation. I could look at it when thinking about the overall customer service Amex provided but I could only make an award for complaint handling if I was also doing so for something related to customer service more generally. That isn't the case here. So I won't be considering this issue further.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 13 September 2023.

James Park
Ombudsman