

The complaint

Mr J complains that he was sent a promotional offer from American Express Services Europe Limited (AESEL) trading as American Express (AMEX) which he was not eligible for.

What happened

Mr J says he was sent a personalised promotional leaflet through the post which offered 60,000 membership reward points and a £200 travel voucher if he took out a Platinum credit card and reached the eligible spend. However, he later found out the offer was only available to new customers, so he was not eligible as an existing AMEX card holder.

Mr J has now provided a copy of the promotional offer leaflet he says was sent to him in the post and he would like AMEX to honour the £200 travel voucher to settle his complaint.

AMEX have acknowledged that they spoke to Mr J on 3 November 2022 about this offer and they didn't make it clear that it only applied to new customers. So, they have apologised and have paid Mr J a total of £145 in compensation.

AMEX says while Mr J was not eligible for the offer outlined above, he was eligible (and has benefited from) an upgrade offer - which gave him 40,000 reward points after reaching the eligible spend.

Our investigator considered the complaint and felt that AMEX did not have to honour the new member offer for Mr J and that the compensation already paid was fair. Mr J was not happy with this outcome, so it has been passed to me for 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 J's testimony is that he was personally invited to take up the offer via multiple invitations and so he thought this was an exclusive offer for him. I've looked at the leaflet supplied by Mr J, which he says was sent to him in a named and addressed envelope. Understandably, he doesn't have the envelope anymore. But looking at the pictures of the leaflet I can't see Mr J's name or address included anywhere. So, without the envelope or anything else showing his name or address, I can't conclude that this offer was personalised to him. And without more persuasive evidence to the contrary, I think it's more likely that this was a generic offer designed to attract new customers.

The leaflet headlined the offer of 60,000 membership reward points plus £200 with AMEX travel online. However, the in 'important information' section at point (1) it says that all introductory offers:

"are not available if you currently hold or have held any personal Membership Rewards-enrolled American Express Cards in the past 24 months."

This information was included on the same document as the initial offer, and I am satisfied

that it was clear and not misleading.

On 3 November 2022 Mr J called AMEX to discuss the Platinum Card offer. AMEX have agreed that during this call they did not make it clear that the 60,000 points and travel voucher was only available for new customers. AMEX recognised that this could've given Mr J the impression he was eligible for the offer, and they should've provided better customer service. AMEX have apologised for this and initially paid Mr J £25 in compensation, and then later an additional £120. As I've said above, information about it for new customers only was outlined in the offer leaflet in a clear and not misleading way, but I agree this should've also been mentioned on the phone. Mr J has confirmed that he is happy with the Platinum card, and he is not complaining about the benefits it offers. He has also been able to benefit from an upgrade offer of 40,000 - so I think the total £145 Mr J has received in compensation is fair in these circumstances.

I have seen evidence of another leaflet from AMEX which included Mr J's first name. This offered him 40,000 membership points if he upgraded to a Platinum card and spent £4,000 in the first three months. Mr J upgraded his card, and AMEX have provided evidence that he received 40,000 membership points after reaching the spend criteria – and I think this is fair as this is the offer Mr J was eligible for as an existing AMEX card holder.

Mr J would like AMEX to also give him a £200 travel voucher, because he believes they mis-lead him. But based on everything I've said above I don't think AMEX needs to do this. Ultimately, I am not persuaded that AMEX personally invited him to take up the new customer offer and it was clear on the leaflet that that this was for new customers only. AMEX have honoured the existing customer offer that I've seen on a leaflet personalised with Mr J's first name, so I am satisfied that he has received the benefits he was eligible for. I acknowledge that AMEX should've also told Mr J that the 60,000 member reward points and £200 travel voucher were for new customers when on the phone – but I think the £145 Mr J has already received is fair compensation for this.

My final decision

I do not uphold Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 December 2023.

Sienna Mahboobani
Ombudsman