

The complaint

Mr B complains that an offer made on his credit card account by American Express Services Europe Limited trading as American Express was unobtainable.

What happened

Mr B has a Platinum American Express card. His wife is a supplementary cardholder on his account. American Express were offering £200 statement credit for each cardholder for every flight purchased through a specified airline, subject to certain conditions. One of those conditions was that all flights had to be Premium Economy or Business class.

Mr B wanted to take advantage of this offer, so he and his wife used their cards to book flights with the airline. Their intended destination meant that an initial short haul flight needed to be taken to make a connecting flight onwards. Mr B and his wife booked flights that met the conditions as accurately as they were able but couldn't book a Premium Economy seat for the short haul flight. They were only able to book Economy class. American Express subsequently declined to apply the credits to Mr B's account as they said the conditions of the offer hadn't been met.

Mr B complained to American Express, but they continued to say the conditions hadn't been met, and therefore Mr B wasn't eligible to receive the credits.

Mr B brought his complaint to our service. He said that the specified airline didn't have Premium Economy available on their short haul flights, and he felt the conditions of the offer were so restrictive as to make them impossible to meet. Our investigator didn't uphold Mr B's complaint. She said that, whilst it was possible that Premium Economy wasn't available to Mr B and his wife when they selected their flights to their chosen destination, she was satisfied the conditions of the offer could be met. She said the conditions weren't destination specific, and research had shown Premium Economy or Business class could be booked to other destinations.

As Mr B didn't agree, it's been passed to me to decide.

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.

It's clear that Mr B feels strongly about this matter, and I'd like to reassure him that I've read and considered everything that's been provided, although I haven't commented on it all in this decision. I will be focussing on what I consider to be the key points of this complaint to reflect my role of resolving disputes informally.

Mr B has said that the offer from American Express was so restrictive, the conditions of it were impossible to meet. However, I'm not persuaded that is the case here. I'll explain why.

Mr B has said the terms and conditions of the offer made it impossible for him to meet, as he

wasn't able to book a Premium Economy ticket for part of his journey to his eventual destination, and he has supplied information that suggests the airline don't have Premium Economy seats available for the short haul part of the trip. That might be the case – but the offer from American Express confirmed that Premium Economy or Business class flights would be acceptable. And the information Mr B has supplied shows that Business class flights are an available option on the short haul element of the airline's flights. It's possible that Business class wasn't available when Mr B booked his flights to his destination – it may have been fully booked at the time, or not available to Mr B's specific destination. But the terms and conditions weren't destination specific, and I've seen information that shows the terms of the offer could have been met when flying to a different destination. Because of that, I'm not persuaded that the offer was unobtainable as the required class of travel was available through the airline, even if not to Mr B's chosen destination.

I know this will come as a disappointment to Mr B, as he tried as hard as he could to match the conditions of the offer for the destination he and his wife wanted to travel to. But, unfortunately, the conditions just haven't been met and based on the information available to me, it follows that I can't conclude that the offer was unobtainable. Because of that, I won't be asking American Express to do anything here.

My final decision

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 May 2024.

Kevin Parmenter
Ombudsman