

## The complaint

Ms N complains that American Express Services Europe Limited (“AESEL”) didn’t give her credit for the cashback she’d earned on her account.

## What happened

Ms N holds a Platinum Cashback EveryDay credit card with AESEL which she opened in November 2022. The account includes a facility to earn cashback on spending during the billing year, which is paid as a credit on the statement following the anniversary of the account.

Ms N says she was told that she had to spend a minimum of £2000 per year in order to qualify for the cashback. In the billing year to November 2023 Ms N says she spent almost £3000 but didn’t receive any cashback. She complained to AESEL.

AESEL upheld the complaint and said on the balance of probability Ms N had been misinformed about the qualifying spend for cashback, which was stated in the terms and conditions as £3000. It awarded Ms N £25 as a gesture of goodwill.

Ms N remained unhappy and brought her complaint to this service.

Our investigator didn’t uphold the complaint. He said that having taken into account what Ms N says she was told and having reviewed the system notes and evidence provided by AESEL, he was satisfied that Ms N ought to have been aware that the minimum spend on the account in order to qualify for cashback was £3000.

Ms N didn’t agree. She said she’d called AESEL on 10 May 2023 and was advised by an agent that there was no minimum spend to qualify for cashback in the first year. Ms N said she called AESEL again on 22 August 2023 and was advised by an agent that the minimum spend to qualify for cashback was £2000. Ms N said she was owed over £100 in cashback.

## 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.

I’ve reviewed the terms and conditions of the account. These say that cashback will be earned at 0.5% for the first £10,000 of purchases and at 1% on purchases over £10,000 in the preceding 12 months. The terms and conditions also state that *“you must have made purchases on your card account of at least £3000 within the card membership year applicable to your card account to be eligible to receive your cashback”*.

I’ve also reviewed the monthly statements which were sent to Ms N. These state (under the heading “When do you earn cashback”) that *“you will earn cashback if you use your card account to make purchases and you make purchases of at least £3000 in the card membership year applicable to your card account.”*

The terms and conditions were provided to Ms N when she opened the account and she

agreed to these when she electronically signed the credit agreement.

The monthly statements were sent to Ms N every month.

Having reviewed this evidence, I'm satisfied that Ms N knew – or ought to have known – that she had to spend £3000 in order to qualify for cashback.

I appreciate that Ms N has said that she was given contradictory information over the phone. I haven't been able to listen to the calls so I can't be certain of exactly what was discussed. However, even if Ms N was advised that the qualifying spend was £2000, I think she was already in possession of sufficient information to know that this information wasn't correct. I say this because Ms N had been provided with the terms and conditions of the account and she was sent monthly statements. Further, Ms N made a previous call to AESEL about her cashback on 19 December 2022 and was advised during a call on that occasion that the cashback threshold was £3000. If it was the case that AESEL provided incorrect information on the phone, I'm satisfied that the compensation already paid is fair and reasonable to reflect the service failure.

Taking all of the available information into account, I'm unable to say that AESEL has made an error or treated Ms N unfairly. The terms of the cashback offer are clear in the terms and conditions of the account and on the monthly statements. I'm of the view that Ms N ought to have known that the spending threshold was £3000.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 16 May 2024.

Emma Davy  
**Ombudsman**