

The complaint

Mr M complains that American Express Services Europe Limited (AESEL) trading as American Express have not honoured a promotional incentive that he's met the conditions for.

What happened

Mr M says that he was approved for an Amex card which provided 50,000 points to a loyalty scheme if he spent £3,000 within three months of joining, and he paid an annual fee of £250. He says he received an email from Amex, and he clicked on the link in the email as per the email instruction to benefit from the offer. Mr M says he double checked the information with Amex's customer services, but he only received 25,000 points instead of the full 50,000 points. He says Amex told him he didn't follow the correct process. Mr M made a complaint to Amex.

Amex did not uphold Mr M's complaint, so he brought his complaint to our service. Our investigator upheld Mr M's complaint, and he said Amex should pay Mr M £150 compensation and award him the extra 25,000 points.

Amex asked for an ombudsman to review the complaint. They said the evidence on their end supports that the application came via their website, and not via the third parties site who is linked to the loyalty scheme.

As my findings differed in some respects from our investigator's, I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr M has said he clicked on the weblink on the email he received, so he believes he was eligible for the 50,000 loyalty points. Amex have said they can provide evidence that the application for the card came from their website, and not via the third parties site who is linked to the loyalty scheme.

When it comes to complaints where it's one word against another, I have to consider the evidence available to me. I then have to weigh the evidence against the balance of probabilities, that is, what's more likely to have happened in the circumstances.

On the balance of probabilities I'm not persuaded that Mr M applied for the card through the link given in the email. I say this as Amex have provided system evidence that the bonus offer Mr M enrolled in was the 25,000 points offer if he spent £3,000 in the first three months of membership. Amex have explained that the system is automated. As such, there would be no human error on their side in selecting an incorrect promotion. So in the absence of any physical evidence from Mr M that the offer he applied for was the 50,000 points offer, then I can't fairly conclude there was a technical error on Amex's part.

Amex have also provided our service another customer's system screenshot (card number

redacted) which shows the offer code for the 50,000 bonus points which the other customer opened on 12 February 2024 (within the offer period as shown on Mr M's email), and this has a different offer name to Mr M's offer name, which suggests the email link worked. So again, I can't say without any further evidence from Mr M, that there was an error in the link of the email Amex sent him. So it follows I don't intend to uphold this complaint."

I invited both parties to let me have any further submissions before I reached a final decision. Amex did not respond to the provisional decision. Mr M made a number of general points. In summary he said he made the application in good faith, and considering he had followed the required process, it was unfortunate the electronic evidence did not prove this. He said he would expect a company with a reputation like Amex to honour the offer at least in part, if not in full as a gesture of goodwill. Mr M said he didn't have any further evidence for me to consider.

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'd like to let Mr M know that I don't dispute he made the application in good faith. And it's clear he feels Amex should honour at least part of the offer. But as I said in the provisional decision *"in the absence of any physical evidence from Mr M that the offer he applied for was the 50,000 points offer, then I can't fairly conclude there was a technical error on Amex's part"*. So based on this I'm unable to fairly ask Amex to honour the offer, or even part of it.

In summary, Mr M's response hasn't changed my view and my final decision and reasoning remains the same as in my provisional decision. If Mr M is disappointed, I hope he understands my reasons.

My final decision

I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 November 2024.

Gregory Sloanes
Ombudsman