

The complaint

Mr K complains that American Express Services Europe Limited (AESEL) hasn't honoured a 60,000 points promotion he believes he is eligible for.

What happened

Mr K received an email which said he would receive 60,000 bonus Avios points if he took out an American Express card and spent £3000 on it within the first three months.

Mr K clicked on the link in the email, completed the application and was approved for the card.

Mr K subsequently noticed on the app that the bonus points he would receive were stated as 25,000 and not 60,000. He queried this with AESEL and was advised by an agent to fulfil the spend requirements to trigger the offer.

Mr K spent £3000 on the card in the first three months but only received 25,000 points. He complained to AESEL and asked them to award him the correct number of points.

AESEL didn't uphold the complaint. It said that Mr K's application hadn't been made via the British Airways link but directly from the American Express website. It said he was only eligible for 25,000 points.

Mr K remained unhappy and brought his complaint to this service.

Our investigator upheld the complaint. He found that Mr K had – on the balance of probability – clicked on the link in the email and completed the application. The investigator said there wasn't sufficient evidence to show that Mr K had applied through the incorrect channel. The investigator said that AESEL should apply a further 35,000 points to Mr K's account and pay compensation of £100 for the distress and inconvenience caused.

AESEL didn't agree so I've been asked to review the complaint.

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.

Both parties accept that Mr K received an email from British Airways which stated that he would receive 60,000 Avios points if he applied for an American Express card and spent £3000 in the first three months.

Both parties also accept that Mr K satisfied the spend requirement.

The issue between the parties is how Mr K applied for the card. Mr K says he clicked on the link in the email which took him to the application page on the American Express website. AESEL says its records show that Mr K applied directly from the American Express website and not via the link in the email.

I've reviewed the information provided by AESEL in support of its position. It says that the source code attached to Mr K's application shows that he applied directly from the American Express website rather than via the link in the email.

This service asked Mr K if he navigated away from the link in the email when he made his application. Mr K said that he initiated his application by clicking on the link in the email and that the link took him to the American Express website where he completed his application. Mr K was clear in his recollection that he had not navigated away from the link or gone directly to American Express website.

I've reviewed the Final Response issued by AESEL. It includes a suggestion that the link in the email may have been broken. It isn't entirely clear what is meant by this, but I don't think it's a good reason to reject Mr K's complaint, because the link isn't something within Mr K's control, but it is under the control of AESEL.

On balance, I'm persuaded that it's more likely than not that Mr K clicked on the link in the email to begin his application for the card. I say this because Mr K was sent an email inviting him to apply for the card. Mr K has provided clear and consistent testimony that he clicked on the link in the email to initiate his application and that he didn't navigate away from it. I haven't seen any evidence to persuade me that Mr K navigated to the AESEL website to initiate his application. AESEL has said that the source code shows that Mr K applied directly from the AESEL website, however, it has also suggested that the link may have been broken. I can't be certain that the link was functioning as it should at the time of Mr K's application.

I'm therefore of the view that Mr K should revive the 60,000 points as set out in the promotional offer.

Putting things right

To put things right AESEL must apply a further 35,000 points to Mr K's account and pay compensation of £100 for the distress and inconvenience caused.

My final decision

My final decision is that I uphold the complaint. American Express Services Europe Limited must take the steps I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 28 April 2025.

Emma Davy
Ombudsman