

The complaint

Miss P complains that American Express Services Europe Limited ('Amex') didn't honour the Avios points she was entitled to when opening a new credit card account with them, despite Amex confirming she'd get the points if she met the qualifying spend on her card.

Miss P wants the 60,000 points she was promised.

What happened

In May 2024 Miss P received an offer via email which said she would receive 60,000 Avios points if she opened a new British Airways Amex Premium Plus credit card and spent £3,000 in the first three months.

Miss P was approved for the card and met the minimum spend criteria, but was given 25,000 points rather than the 60,000 she was expecting.

Miss P complained, saying she'd recently raised the issue with Amex and they'd said she'd receive the points if she met her minimum spend.

Amex said Miss P had applied for the card through the wrong link so the offer hadn't been applied, and Miss P didn't qualify for it. Amex gave Miss P 7,500 Avios points as a resolution to her complaint, accepting that they'd been wrong to say she'd get the full 60,000 points.

Miss P referred her complaint to the Financial Ombudsman Service and our investigator considered there was insufficient evidence to say Miss P had used the wrong link and didn't qualify for the 60,000 Avios points. So, he recommended Amex apply a further 35,000 points to Miss P's account, bringing the total points to 67,500.

Amex didn't agree. Amex said they'd provided evidence to show Miss P had used the wrong link but Miss P hadn't provided evidence to show she'd used the correct link. Amex referred to a previous decision of the Financial Ombudsman Service to support their position.

The matter then came 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.

I've taken into account any relevant law and regulations, the regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

As an ombudsman I investigate complaints independently and provide my decision based on the individual circumstances of each case. There's no incentive for me to decide cases one way or another, and I am not bound by previous decisions of this service.

Having considered the available evidence and submissions of both parties I have decided to uphold Miss P's complaint, for broadly the same reasons as our investigator. I think Amex should put things right by crediting Miss P with a further 35,000 Avios points.

The crux of this complaint is how Miss P applied for the credit card, and whether she used the wrong link to do so.

Where something is in dispute, our service works on the balance of probability to decide what more likely than not happened, taking into account the available evidence and the wider circumstances.

Amex say their system produces a code which is associated with each type of credit card application. They've shown me the code for Miss P's application, and this indicates she didn't apply using the correct link for the 60,000 Avios points offer. Amex say Miss P applied through the Amex website.

Miss P refutes this. She says she received an email with a link, which sent her to the British Airways ('BA') website. She shared a screenshot of the offer on that website which said:

"Executive Club Exclusive: collect 60,000 Avios

Log in and apply via our exclusive offer page for a BA Amex Premium Plus card, and spend £3,000 in your first three months to get this supercharged welcome bonus of ~~25,000~~ 60,000 Avios.

*Only available to Executive Club Members through the exclusive offer page via the link below until **11 June 2024**...*

Login to apply >

Miss P said she'd used that link to log into her BA executive club account to apply for the card.

I recognise Amex would like Miss P to provide evidence of how she applied for the card by showing screenshots of the whole process, rather than one screenshot of the offer. I don't think it is reasonable to expect Miss P to have taken a screenshot of her entire application process to be able to prove she applied correctly, when she had no reason to believe there would be an issue.

I consider it likely that having received the email, Miss P clicked the link which took her to the BA website where she logged in and applied for the card. I find it almost inconceivable that Miss P, having got to this point, would have closed this website and navigated to Amex's website to apply for the card there. The offer was only available if Miss P logged in to her BA executive club member account, so I don't think it's likely she would have applied elsewhere.

And Miss P wanted to apply for the card because of the attractive points offer, so I think it's likely Miss P carefully followed the instructions provided. I don't think it's likely in these circumstances for Miss P to be mistaken as to how she applied.

The alternative, and one I don't find favour with, is that Miss P applied for a card and then realised there was an offer, which she tried to benefit from retrospectively. I don't find that a likely scenario given the date of the emailed offer, the date of the application, and the detailed process Miss P has been able to clearly and consistently describe.

I've listened to the call between Miss P and Amex in May 2024 and Amex said they'd honour the points if Miss P met the qualifying spend. Miss P continued using the card and met the £3,000 spend threshold.

Amex said they'd had technical issues with regards to the allocation of Avios points. Amex later said this was misinformation, and that problems with the offer didn't affect Miss P's application. I am not persuaded by the details given by Amex to support this position, as Amex's agent admitted to technical issues occurring in May 2024 so I think it likely this was based on there being some problems at that time.

I accept that Amex have provided evidence to show the code linked to Miss P's application wasn't linked to the 60,000 Avios offer. I've thought carefully about this but I don't find this persuasive in light of the surrounding circumstances and Miss P's clear and consistent testimony.

On balance I think it more likely than not that Miss P applied for the card in the manner she describes, and there's been a technical issue - perhaps with the source code generated for the application or the application of the correct level of points. It's not possible for me to be precise about what's happened, but I'm not persuaded it's likely that the error was on Miss P's side. In these circumstances, I'm not satisfied Miss P has been treated fairly by Amex.

I think the fair outcome here is for Miss P's Avios points to be increased in line with her expectation when applying for the card, and the expectation that she'd receive the points when she met the minimum spend.

I've considered making an award of compensation here to reflect Miss P's distress and inconvenience, given the disappointment after her call with Amex and the time she's spent bringing her complaint to Amex and this service. But in the circumstances, I think Amex's previous credit of 7,500 Avios points is reasonable for the frustrations caused.

Putting things right

American Express Services Europe Limited must credit Miss P with a further 35,000 Avios points.

My final decision

For the reasons I've outlined, my final decision is that American Express Services Europe Limited should put things right, as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 9 July 2025.

Clare Burgess-Cade
Ombudsman