DRN-5606782

The complaint

Mr H is unhappy that American Express Services Europe Limited ("AmEx") won't honour a promotional offer he believes that he qualified for and is entitled to.

What happened

Mr H received an offer online for an AmEx Premium Plus Card which would entitle him to 60,000 Avios points if he spent £6,000 within a set time. Mr H applied through the link and spent more than £6,000 within the promotional period. However, he only received 30,000 Avios points from AmEx, rather than the 60,000 he was expecting, and when he contacted AmEx about the matter, he was told that he wasn't eligible for the 60,000 points offer. Mr H wasn't happy about this, so he raised a complaint.

AmEx responded to Mr H and explained that their records showed that Mr H had applied for a different offer, for 30,000 points if he spent £3,000 within the qualifying period, and as such they didn't feel they'd done anything wrong by providing him 30,000 points in line with that offer. Mr H didn't accept AmEx's response and maintained that he had applied for the 60,000 points offer, so he referred his complaint to this service.

One of our investigators looked at this complaint. They felt that it was more likely than not that Mr H had applied for the 60,000 points offer via the link provided to him. Because of this, our investigator upheld this complaint and said that AmEx should provide a further 30,000 Avios points to Mr H and pay £100 to him as compensation for the trouble and frustration that he'd incurred. AmEx didn't accept the view of this complaint put forward by our investigator, so the matter was escalated to an ombudsman for a final decision.

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.

Mr H says that he applied for the AmEx account via the link provided in the promotional offer he received and that it was that promotional offer, and the promise of 60,000 Avios points, that caused him to apply for the card. Conversely, AmEx say that Mr H didn't apply via the link included in the promotional offer but instead applied via a different channel – one which only entitled Mr H to a different promotional offer which resulted in Mr H correctly received 30,000 Avios points instead of the 60,000 he would have received had he applied via the correct link.

I've considered the testimonies put forwards by Mr H and AmEx, and having done so I find Mr H's position to be the more persuasive. This is because I feel it is more likely than not that Mr H would used the link provided to him in the offer advertisement to apply for the card, and as such he should have been eligible to receive 60,000 Avios points.

AmEx have provided screenshots from their systems that show that Mr H didn't apply for the offer via that channel. But by their own admission, AmEx were experiencing system errors at that time. And while AmEx contend that they have identified those errors, and that Mr H was not affected by them, I feel it's more plausible that their tracking Mr H as having applied via a different channel is that result of an error that they haven't identified, rather than Mr H not having used the link provided in the offer advertisement.

Also, from a general fairness perspective, AmEx don't dispute that Mr H qualified for the 60,000 points offer but instead contend that he wasn't eligible for that offer because of how he applied for the card. As such, AmEx's reluctance to provide the full 60,000 points to Mr H isn't because he didn't undertake the requisite spending but is instead based on an administrative point. This doesn't seem particularly fair or reasonable to me, especially as I feel that it stands to reason that Mr H would have wanted to avail of the most beneficial offer available to him.

All of which means that I'll be upholding this complaint in Mr H's favour and instructing AmEx to credit Mr H with a further 30,000 Avios points, in addition to the 30,000 points that he's already received. As explained, this is because I feel that it is more likely than not that Mr H did apply for the card to avail of the 60,000 points offer and did so via the link provided to him that should have registered him for that offer.

Additionally, I'm also instructing AmEx to pay £100 to Mr H as compensation for the trouble and inconvenience that he's incurred surrounding this matter. In arriving at this compensation amount I've considered the impact of AmEx's actions on Mr H, alongside the general framework this service uses when assessing compensation amounts, details of which are available on this service's website. And, taking these factors into account, I feel that £100 is a fair compensation amount.

I realise that AmEx likely won't agree with my final decision here, but I hope that they'll understand, given all that I've explained above and the arbitrational role of this service, why I've made the final decision that I have.

Putting things right

AmEx must credit Mr H with a further 30,000 Avios points.

AmEx must also pay £100 to Mr H.

My final decision

My final decision is that I uphold this complaint against American Express Services Europe Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 August 2025.

Paul Cooper
Ombudsman