

The complaint

Mr P complains that he wasn't awarded the Avios points he was expecting when he applied for a credit card with American Express Services Europe Limited trading as American Express ("AESEL").

What happened

Mr P saw a promotion for 50,000 Avios points when you apply for a British Airways Amex Premium Plus Card and spend £3000 in the first three months. He clicked on the link and applied for the card and completed the required spend but only received 25,000 Avios points.

Mr P complained to AESEL that he hadn't received the correct Avios points.

AESEL didn't uphold the complaint. In its final response dated 24 June 2024, it said that the terms and conditions of the promotional offer required customers to apply for the card via the British Airways official website only, and that applicants must be logged into their Executive Club account to get the offer. AESEL said it had verified that Mr P had applied for the card via the American Express website and was only eligible for a 25,000 Avios points bonus.

Mr P remained unhappy and brought his complaint to this service. He said the card had been mis-sold.

Our investigator didn't uphold the complaint. She said the evidence showed that Mr P had applied for the credit card via AESEL's website rather than via the British Airways link, and that AESEL hadn't made an error in the Avios points awarded.

Mr P didn't agree. He said he'd logged in to his Executive Club account and had applied using the link sent to him on the email he'd received from AESEL. He said the 50,000 Avios offer should apply. Mr P provide examples of other applicants who had experienced the same issue. He said he'd only signed up for the card with its high annual fee because of the increased Avios points bonus.

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 P's complaint is that he applied for a promotion in response to an email he'd received, he complied with the spending requirements and was expecting 50,000 Avios but instead received 25,000.

I've reviewed the promotional offer that Mr P says he applied for. The offer is described as an Executive Club Exclusive and invites prospective applicants to login and apply on a link and spend £3000 in the first three months. The terms and conditions of the offer state as follows:

"The card must be applied for via British Airways official website only. Applicants must be

logged into their Exec Club Account to get this offer. They can create an Exec Club account and receive this offer once created and logged in. If they apply on the British Airways website but do not log into Exec Club, they will receive the lower offer”

In its final response letter, AESEL said that Mr P had submitted his application via the American Express website (as opposed to the British Airways website) and that accordingly he was only eligible for the lower offer.

Mr P disputes this and says he logged into his Executive Club account and applied using the link to the British Airways website.

This service asked AESEL to provide evidence to show that Mr P had applied via the American Express website rather than the British Airways website. AESEL provided records from its systems which show that Mr P applied via the American Express website rather than the designated link. It explained that acquisition bonuses are governed by internal coding and provided an extract from its business records which showed that the code assigned to Mr P's application was the code assigned to applications received through the American Express website. AESEL also provided evidence showing that applications made via the British Airways website carried a different code.

In order to be persuaded that AESEL has made an error, I would need to see evidence from Mr P that he applied via the British Airways website and evidence that he had logged into his Executive Club account. I've reviewed the evidence provided by Mr P. I accept that he received an email with a link on it, but other than Mr P's testimony, I have no evidence that he applied using the link, and no evidence that he had logged into his Executive Club account.

I have to determine cases based on the available evidence, and on the balance of probability. In this case, the weight of evidence suggests that Mr P applied via the American Express website rather than the British Airways website, so I'm unable to say that AESEL has made an error by awarding the lower offer.

Mr P has provided a link to a forum where he says that other customers have had the same issue as him. However, I'm only able to look at the circumstances of this case. I've read Mr P's comments about bonus links and tracking of the origin of applications. However, I haven't seen any evidence to suggest that AESEL's system records are wrong, or any evidence that there is a more general tracking issue within AESEL's systems.

I appreciate Mr P will be disappointed by my decision. However, having reviewed the available evidence, I'm unable to say that AESEL has made an error or treated Mr P unfairly. I'm therefore unable to uphold the complaint.

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 Mr P to accept or reject my decision before 24 October 2024.

Emma Davy
Ombudsman