

## **The complaint**

Mr M has complained that Skrill Limited ("Skrill") closed his account and then refused to return money that he'd held in the closed account.

## **What happened**

Mr M opened a Skrill account on 24 May 2023. On 31 May 2023, Skrill carried out a review of Mr M's account and decided to close it. At that time the balance of the account was \$1695.31 USD.

To release the funds from the closed account, Skrill asked Mr M to provide a copy of a recent bank statement for an account in Mr M's name. It also asked him to provide a photo of him holding Photo ID next to his face, so that Skrill could verify the person it was in contact with was Mr M.

I understand Mr M provided a few documents to Skrill, but Skrill was not satisfied with the documentation that Mr M had provided. Because of this Skrill did not release the funds that were in the account when it was closed.

Unhappy with this, Mr M raised a complaint. Skrill issued its final response to the complaint on 23 August 2023 saying that it did not uphold the complaint.

After Mr M referred his complaint to this service, one of our investigators assessed the complaint and they didn't uphold the complaint. As Mr M did not agree with the investigator's assessment, the matter was referred for an ombudsman's 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.

Having considered everything, I don't uphold this complaint. I will explain why.

I'll deal first with Skrill's decision to close Mr M's account. As the investigator has already explained, it's generally for financial institutions to decide whether or not they want to provide, or to continue to provide, banking facilities to any particular customer. Each financial institution has its own criteria and risk assessment for deciding whether to open or close accounts and providing an account to a customer is a commercial decision that a financial institution is entitled to take. Unless there's a very good reason to do so, this service won't usually say that a financial business must keep customer or require it to compensate a customer who has had their account closed.

I appreciate that Mr M is upset that Skrill closed his account. But having looked at all the information available to me, I'm satisfied that Skrill had sufficient grounds to close Mr M's account immediately. I'm also satisfied that it did so in line with the relevant terms and conditions. So, I can't say Skrill has treated Mr M unfairly when it decided it no longer wanted him as a customer and closed his account.

I understand that now the crux of Mr M's complaint is he wants the funds that were still in his account when it was closed - which was around \$1695.31 USD - returned to him.

In order for Skrill to be able to release the funds to Mr M, he had to complete Skrill's verification process. I can see that Skrill has explained this to Mr M and told him what he needed to do in order for the money in his account to be released to him.

So, I'm satisfied that Mr M understood what he needed to do in order to satisfy Skrill's request. I'm also satisfied that Skrill has these processes in place in order to comply with its legal and regulatory obligations when providing accounts to customers. So, I can't say Skrill have done anything wrong by asking Mr M to provide such documents. And I think it's fair that Skrill withheld the funds in the account until Mr M is able to provide acceptable paperwork, as Skrill needs to ensure it is complying with its obligations in releasing such funds.

I appreciate that Mr M has supplied Skrill with a number of documents over a period of months. And that not having access to the funds has caused him trouble and upset. But I can also see that Skrill has told Mr M exactly what he needs to provide in order for the funds to be released to him. Skrill has also confirmed that the documents provided by Mr M to date aren't acceptable. It was up to Mr M to provide acceptable information necessary in order to be sent the funds. I've looked at the paperwork Mr M sent to Skrill, and I don't think it was unreasonable that Skrill refused to release the funds to him in the circumstances.

I appreciate that Mr M might want to know exactly what the problem was with the documents he provided Skrill. I would add too that our rules allow us to receive evidence in confidence. We may treat evidence from financial businesses as confidential for a number of reasons – for example, if it contains information about other customers, security information or commercially sensitive information. Some of the information Skrill has provided is information that we considered should be kept confidential. This means I haven't been able to share a lot of detail with Mr M, but I'd like to reassure him that I have considered everything.

In summary, I recognise how strongly Mr M feels about what's happened. I don't doubt it has been a frustrating and worrying time for him. So, I realise Mr M will be disappointed by my decision. But overall, based on the evidence I've seen, I can't say Skrill have acted unreasonably or treated Mr M unfairly in taking the actions it did when it closed his account and asked him to provide further information.

### **My final decision**

Because of the reasons given above I don't 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 June 2024.

Thomas White  
**Ombudsman**