

## **The complaint**

G, a company, complains that Azure Payments Ltd have withheld their funds without explanation. They'd like the funds returned to them.

## **What happened**

G has a card acquiring agreement with Azure. But in December 2023 Azure wrote to G to say the account had been suspended. They also asked a number of questions about where G operated, and a number of transactions made through the account.

G responded to Azure, but the account remained blocked. G complained, saying their funds remained with Azure. But Azure responded to say the funds were held with a third party.

Dissatisfied with this G referred the complaint to our service. Our investigator attempted to get further information from Azure but did not receive a response. In the absence of any information about why G's account was suspended she recommended Azure release any held funds to G and add 8% simple interest to this amount from the date of the block to the date of settlement.

This was accepted by G, but Azure did not respond.

As no agreement could be reached the complaint has been passed 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.

Our service has attempted to get a response from Azure, through various methods such as emails, phone call and letter. However we still haven't received any response, or evidence from Azure about G's complaint. So, there is very little evidence for me to go on here.

What G has provided is an agreement with Azure entitled "Agreement for Payment Card Acquiring Services". G has also provided emails about the account and dispute that appear to come from genuine Azure email addresses – including those our service has attempted to contact Azure on without success. So, I see it's likely that G had a legitimate agreement with Azure to provide card acquiring services.

The terms say that Azure can suspend the use of an account in various scenarios. But in this case without Azure being able to demonstrate that any of these scenarios apply, I can't reach the conclusion that this was a fair and reasonable course of action to take.

G has provided the list of questions Azure posed to them – although without Azure explaining why this information is necessary there's no way for me to conclude that it was right the account be suspended, and G's funds withheld until the questions were answered.

There is some suggestion in the email correspondence between G and Azure that the funds are being held by a third party – although I note this doesn't appear to be part of the acquiring agreement between both parties. So, this doesn't seem likely to me.

In any event, Azure have offered no evidence that the suspension of G's account was reasonable. Nor have they sent anything to persuade me that it is fair to continue to deny G any funds that were part of this agreement.

As such I see it's reasonable that Azure now pays G any funds that were acquired as part of their agreement. I also see that it's reasonable for Azure to add 8% simple interest to this amount from the date the account was suspended – 7 December 2023 – to the date of settlement. This is to reflect the loss of use G has had in this period.

### **My final decision**

My final decision that I uphold this complaint and direct Azure Payments Ltd to settle it as directed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask G to accept or reject my decision before 29 April 2025.

Thom Bennett  
**Ombudsman**