

## The complaint

Mr S complains that PayrNet Limited closed Pluxee card account without notice.

## What happened

Mr S successfully applied for a Pluxee card. The card is a pre-paid card which can be used by employers to provide employment benefits, such as discounts and cashback through participating retailers.

On 12 December 2024 Mr S's account was closed. He was not initially told that it would be closed or why the decision to close the account had been taken. Pluxee – which acts in this case as agent for PayrNet – later explained that he was not in fact eligible for the card programme he had joined, which was intended for its employees only. It said that it had changed its registration process to ensure that, in future, only employees could sign up for the programme.

Mr S received a refund of the modest balance held on his account, cashback of just over £20 he had earned on a recent purchase and a further £20 in recognition of the inconvenience to which he had been put. He did not believe that was sufficient to put things right and asked that his account be reinstated. He referred the matter to this service.

One of our investigators considered what had happened but did not recommend that the complaint be upheld. He thought the compensation offered was fair in the circumstances. Mr S did not agree and asked that an ombudsman review the case.

## 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 accept that the card programme which Mr S was able to join was not intended to be open to anyone other than eligible employees. But I accept too that Mr S was not aware of that and that the application process did not prevent people who were not employees of Pluxee from joining. Pluxee has explained that its process ensures that applications are only accepted from people using its own email addresses.

The account terms included the following definitions:

**Programme:** *The Programme or campaign under which your Card has been issued to you.*

**Programme Manager:** *Pluxee UK Ltd ...*

And the Programme Terms and Conditions included:

1. *Savings that this card offer will only be paid to you whilst you remain eligible to apply for a card and any card fees due have been paid.*
2. *Once your company leaves the scheme you will be unable to top up your card, however you will still be able to use the remaining balance until your card expires. Alternatively, please contact customer services and we will BACS refund the remaining*

*balance. Please note there is a £5 charge for this. The savings that this card offers will only be paid whilst your employer is part of the scheme, therefore any savings that are earned after your final load will be lost*

I am satisfied therefore that the particular programme under which the card was issued to Mr S was one which was linked to employment with Pluxee. Mr S was not and had never been an employee and was not eligible to join the scheme. Paragraph 17.2 of the account terms and conditions said that a cardholder who ceased to be eligible to participate in the programme would not be able to use the card and would not receive any cashback associated with it.

I do not believe that Mr S acted dishonestly in joining the programme, and Pluxee's correspondence indicates that others may have joined it, despite being ineligible to do so. To some degree, therefore, PayrNet is responsible for the fact that Mr S was able to join. But I accept as well that, once it identified that Mr S should not have joined, PayrNet was within its rights to stop him from using the card.

Having identified that Mr S should not have been a scheme member, I think that Pluxee and PayrNet should have explained the position to Mr S more promptly and more clearly. He should receive some compensation for that. However, I agree with the investigator that the compensation he has already received is sufficient in the circumstances. In reaching that conclusion, I have in mind that Mr S was never eligible for the benefits he received when he was able to use the card, including the final cashback payment, and that PayrNet acted in line with the account terms when it closed it without notice.

### **My final decision**

For these reasons, my final decision is that I do not uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 December 2025.

Mike Ingram

**Ombudsman**