

## The complaint

Mrs B and Mr N complain that Amazon Payments UK Limited have unreasonably restricted access to funds they believe they are owed. They'd like these funds released to them.

## What happened

Mrs B and Mr N sell goods through Amazon. As part of holding a seller's account, they have a Business Solutions Agreement with Amazon EU Sarl (AEU). They also have a payment service agreement with Amazon Payments UK Limited (APUK), to receive the proceeds of sales.

However, AEU restricted the use of their account and said they were concerned that the products Mrs B and Mr N were selling weren't genuine. Mr N has disputed this, but the account remained unavailable to them.

Mrs B and Mr N complained to our service – saying APUK had restricted their access to £307.70 that should be available to them. One of our investigators looked into what happened but didn't see that APUK needed to do anything further. She reasoned the agreement with APUK allowed them to restrict access to an account balance if required to do so by AEU. She didn't think APUK had been unreasonable and thought they needed to resolve their dispute with AEU.

Mr N disagreed with this, and as such 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.

I'm sorry to disappoint Mrs B and Mr N, but I've reached broadly the same outcome as our investigator here. The rules of our service allow us to consider a complaint against APUK, as they are providing payment services to Mrs B and Mr N.

Under the agreement with APUK, it allows them to suspend transactions to and from a seller's account. In particular for this complaint Section 2.7 of the agreement includes reasons such as "*(a) we are subject to financial risk*" or "*(d) any dispute exists involving your Account or transactions conducted in connection therewith*".

Section 2.7 also states "*We may restrict access to your Account balance for the time that it takes for us to complete any pending investigation or resolve a pending dispute.*"

Here Mrs B and Mr N are in dispute with AEU about the goods they've sold, and whether they are genuine. And my understanding is that dispute is still ongoing. I appreciate that Mr N has disputed this point with our service – but in this case I can only consider a complaint about the actions of APUK.

Clearly there's a close relationship between APUK and AEU as they both fall under the same company. But they exist as separate legal entities, and Mrs B and Mr N have separate

agreements with each. I can't consider the actions of AEU in relation to Mrs B and Mr N's seller account, as the activity doesn't fall within the remit of our service. I have no powers to decide on the reasonableness of AEU's actions, and I can't direct AEU to resolve the dispute.

Here, I'm satisfied that APUK have acted in line with their agreement with Mrs B and Mr N, and I don't see that it's unreasonable they've declined to send any funds because of the ongoing dispute with AEU. As such, I don't see that they need to do anything further.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr N to accept or reject my decision before 16 March 2026.

Thom Bennett  
**Ombudsman**