

The complaint

A company, which I'll refer to as G, complains that Amazon Payments UK Limited ("APUK") has wrongly restricted its access to the funds in its seller account.

What happened

G was a seller on Amazon. The company complains that funds in its seller account have been wrongly withheld by APUK since September 2025.

When holding a seller account with Amazon, the seller enters into an Amazon Services Europe Business Solutions Agreement with Amazon EU SARL ("AEU").

The seller also enters into a Selling on Amazon User Agreement with APUK. This agreement allows the seller to receive payments for online purchases made through the Selling on Amazon Service, and to transfer funds received for online purchases to a bank account.

APUK said AEU hadn't received satisfactory evidence about G's supply chain, and AEU had therefore decided the proceeds of G's sales should be withheld until satisfactory evidence about the supply chain was provided.

G's director complained to APUK. He said the terms of the Selling on Amazon User Agreement didn't allow APUK to withhold the whole of G's balance. He was unhappy with APUK's response, so referred the matter to us.

One of our investigators looked at the complaint but did not uphold it. Briefly, she said:

- APUK told us that AEU had determined that G's seller account was involved in fraudulent activity with respect to product authenticity issues. G's funds were withheld as a result, in line with the terms of the Business Solutions Agreement.
- APUK also told us AEU required documentation to show the authenticity of the products, but G has not provided that documentation. It's important to note that AEU, not APUK, has set out these requirements.
- While we can consider this complaint about APUK, as it is regulated by the Financial Conduct Authority for carrying on payment services, we can't investigate the actions of AEU because its activities are outside the jurisdiction of the Financial Ombudsman Service in this complaint.
- She was satisfied that APUK had restricted access to G's funds in line with the terms and conditions, given the information AEU provided to APUK about G not providing satisfactory documents to satisfy AEU's concerns about product authenticity.

G's director did not agree with our investigator's conclusions. He strongly disputed AEU's claims about the items G sold, and said he had supplier invoices, purchase records and other documentation to verify the authenticity of his business activities. He said he was willing to provide any documents that might be necessary, and yet G's payments have been

withheld without a clear or fair resolution. In any event, he said that even if G's seller account remained permanently deactivated, that did not justify the retention of G's legitimately earned funds.

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 done so, whilst I'm sorry to further disappoint G's director I have reached the same conclusion as our investigator, for broadly the same reasons.

It's common ground that APUK is a payment services provider and that's the basis on which the Financial Ombudsman Service can consider this complaint. I have considered whether APUK's actions are fair. To do that, I've relied on the evidence about the events in this case and on the terms of the APUK agreement. AEU isn't the respondent in this complaint, so I haven't considered whether its actions are fair and reasonable.

APUK's provision of payment services is subject to the terms and conditions of the Selling on Amazon User Agreement. Under section 2.7 of that agreement, APUK has broad discretion to restrict transactions to or from the seller's account. In particular, when "(a) we are subject to financial risk (including, without limitation, for pending Chargebacks)" and "(d) any dispute exists involving your Account or transactions conducted in connection therewith." Moreover, section 2.7 also says "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."

Given the unresolved matters between G and AEU concerning the items sold by G, I'm satisfied that APUK's withholding of funds is in line with the provisions of the Selling on Amazon User Agreement. A dispute does exist between G and AEU involving G's account and transactions connected with it. APUK is entitled to withhold funds in the light of information received from AEU. I therefore find that APUK hasn't acted unfairly or unreasonably.

I realise that G's director would like me to resolve the dispute G has with AEU, but I simply have no power to do that. Here I can only consider the actions of APUK – and for the reasons I've given, I think those actions were fair.

My final decision

My final decision is that I do not uphold this complaint against Amazon Payments UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask G to accept or reject my decision before 5 May 2026.

Laura Colman
Ombudsman