

## The complaint

S, a limited company, complains that PayrNet Limited treated them unfairly when closing their GoSolo account by returning the funds to source. They'd like the funds returned to them.

## What happened

In July 2022 S opened an account with GoSolo, who provided services on behalf of PayrNet. But in August GoSolo took the decision to close the account. They wrote to S to say they'd be closing the account, and any remaining funds would be returned to the originating accounts.

S asked about getting a refund of the money in the account and was told the refund would be done as per the terms and conditions, but they couldn't confirm the time frame for the refund. The funds were returned to the sending party in October 2022.

Unhappy with this, S complained to GoSolo but did not receive a response. So, S referred their complaint to our service. One of our investigators looked into the complaint and thought it should succeed. They were satisfied that S had shown they had earned the funds in the account through trading activity, so didn't think it was fair for GoSolo to return the funds. They suggested the funds be returned, along with 8% simple interest per annum and £25 compensation. But, GoSolo disagreed, so the complaint was passed to me to decide.

Upon review, I reached a different conclusion to the investigator. I issued a provisional decision that said:

*GoSolo, like all regulated UK financial businesses, have important legal and regulatory obligations to comply with when providing accounts to their customers. These obligations mean that occasionally they may need to take certain actions – such as monitoring account usage, restricting accounts and carrying out reviews in to how a customer's account is being used. There is provision for this in the terms of GoSolo's account.*

*In this case GoSolo decided they no longer wished to carry out banking services for S. They're not under any specific obligation to explain why, and in this case have declined to do so. But they have provided their reasoning in confidence to our service. It wouldn't be appropriate for me to detail this reasoning in full, but I'm satisfied that GoSolo's was a legitimate commercial decision, that they are entitled to make. I'm also satisfied it was in line with their legal and regulatory obligations.*

*The key point of S' complaint is that they would like the funds in the account at the time it was closed returned to them. But GoSolo have said they have already returned these funds to the original sender.*

*There was only a single credit to the account. S have explained this came from the payment processor for the online platform they use. They've provided information to show these funds were the result of trading.*

*But I note the closure notice from GoSolo is clear that the remaining funds will be returned to source. S has pointed to the refund policy in the terms of the GoSolo account – but this is only for fees charged and doesn't apply to the balance of the account. The terms around closure don't specify where remaining funds will be sent.*

*GoSolo have sent us evidence that the funds were returned to the payment processor. I've seen nothing to suggest S wouldn't be able to recover the funds from them directly.*

*Based on the information available to me, I don't see it unreasonable that GoSolo returned the funds to source. I'm satisfied that this is what they said they would do, and in line with their legal and regulatory obligations. I don't see that GoSolo have treated S unfairly or unreasonably by doing so.*

GoSolo didn't respond to the provisional decision. S responded they say they understood the decision, but they would like the information on where the funds were returned to, and any references. I let both parties know I felt this was a reasonable request, and the investigator passed on the details of the return transaction. It now falls on me to issue my final decision on this 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.

Having reconsidered the evidence available, I remain satisfied with the conclusions reached in the provisional decision. GoSolo were acting within their legal and regulatory obligations when they closed S' account and returned the funds to the payment processor. As S now has the details of the returned funds, they should be able to liaise with them directly to trace any remaining funds.

### **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 S to accept or reject my decision before 23 April 2024.

Thom Bennett  
**Ombudsman**