

The complaint

Ms G complains that eBay Commerce UK Ltd (“eBay”) unfairly charged her a fee that she was then told would be refunded.

What happened

The details of this complaint are well known to both parties, so I won’t repeat them again here. The facts are not in dispute, so I’ll focus on giving the reasons for my decision.

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’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint. Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Consistent with what the investigator has said, I haven’t been able to find the terms and conditions that allow eBay to charge a 30p fee when a sale is cancelled by the buyer. So, I’m satisfied this was charged incorrectly.
- Ms G was told by an eBay manager that the fee was going to be refunded. This never happened and it was confirmed by another advisor when Ms G contacted eBay that she had been given incorrect information. The refund was then declined.
- eBay have referred to a term that says the 30p will be charged if the seller needs to refund the buyer or cancel the sale. But on this occasion the buyer cancelled the sale. So, I’m satisfied this term is not relevant and can’t be applied here.
- Ms G spent over an hour on a number of online chats trying to get the fee refunded. Ms G was also given conflicting information. This caused trouble and upset that could’ve been avoided if the fee hadn’t been charged incorrectly in the first place.
- Ms G has said she made a number of calls that she also thinks she should be compensated for. Neither party has supplied any evidence of these calls. It’s also not clear if these were calls were made to eBay commerce or other areas of eBay. As we can only look at complaints against eBay commerce, issues or service failings with other areas wouldn’t be able to be considered by our service
- In summary, I think Ms G suffered some inconvenience when she was charged the fee, given incorrect information, and had to contact eBay several times. Ms G should be paid compensation for this. Having considered the level of inconvenience I’ve seen Ms G suffered from the evidence provided, I’m satisfied £100 fairly compensates her for this.

My final decision

My final decision is that I uphold this complaint. But as eBay Commerce UK Ltd have already paid Ms G £100, I don't require it to do any more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 22 November 2023.

Tom Wagstaff
Ombudsman