

## **The complaint**

Mr J complains about how eBay Commerce UK Ltd communicated with him about a credit he received.

## **What happened**

Mr J sold some goods on eBay Commerce's online marketplace and believed that they had sold for a certain amount. However, the goods had actually been sold for considerably less than this. eBay Commerce transferred the money from the sale to Mr J's linked bank account that he had provided the details of. Mr J initially said that eBay Commerce didn't notify him that the money he received from the sale had been transferred to his bank account and had it done so, he could have avoided a loss by cancelling the order before dispatching it. Mr J also raised issues with how the emails eBay sent about this were laid out and formatted.

eBay Commerce responded to say that its communication about when Mr J had been paid was sent to the email address that he provided, in line with his preferences. While it acknowledged Mr J's comments around how its emails are laid out and formatted – eBay Commerce said that it intended to provide clear and professional information in notifications like these, although its design choices may not align with individual preferences.

Mr J wasn't happy with this and referred his complaint to this service where one of our investigators looked into it for him. They said that eBay Commerce had communicated the details of this sale with Mr J in line with his preferences. They felt that eBay Commerce had acted fairly and reasonably.

Mr J disagreed and responded to say that our investigator had missed crucial aspects of his complaint. In particular Mr J focused on how eBay had dealt with his complaint and said that in communicating as it did about the sale, it blurred the lines between eBay Commerce and eBay marketplace's roles.

Our investigator gave their thoughts on the points Mr J raised but didn't find that these changed their mind on whether eBay Commerce had acted fairly. They were satisfied that eBay had dealt with the complaint correctly and, while the emails eBay Commerce sent could have been clearer – they weren't persuaded that this had an impact on Mr J that meant it would be fair for eBay Commerce to take any further action.

Mr J continued to disagree and so 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 think it may help to start by saying that I have considered all that Mr J has told us and all the information he has provided us. I'm also aware that our investigator gave two separate sets of findings to cover the issues Mr J has raised. My role here is to look at the complaint

afresh though and decide what I think is fair and reasonable in all the circumstances.

For completeness – I'm satisfied that eBay Commerce notified Mr J that the funds in question had been transferred to his account. I've seen that it did so in line with the information he gave it about his communication preferences. What Mr J remains unhappy about is the formatting and layout of the emails – saying that they are misleading and unclear.

eBay Commerce is entitled to decide how it chooses to communicate with its customers. It's not for this service to tell it to change this. Instead, our role is to look at whether the approach and choices eBay Commerce has made when communicating with Mr J have led to a fair outcome in all the circumstances of this individual complaint.

In doing so, it's also worth mentioning that I can't consider any complaint that relates to eBay as an online marketplace, as it's not authorised as a regulated financial firm by the Financial Conduct Authority. So I can only consider eBay Commerce's actions here. I can see that one of the messages from eBay Commerce confirms that the item that Mr J sold has been paid for and another confirms an amount of money that has been transferred to his account.

To some extent – I can see Mr J's point around the messages here representing a 'blurring of the lines' between eBay Commerce and eBay marketplace, given that one of the messages seems to contain an instruction that seems more in line with an eBay marketplace activity. But I'm not satisfied that these messages, or the formatting or layout of them led to an unfair outcome for Mr J here.

I say this because it seems like the issues that led to the sale being for a lower amount had already occurred by the time eBay Commerce notified Mr J of the sale and receipt of funds. When eBay Commerce notified him that he had received payments, I think the messages were clear about the amount that had been received and about what actions it had taken. So I'm not persuaded these messages led to any loss for him.

I've taken into account Mr J's comments about why he thinks these messages aren't clear and why some information isn't given due prominence in relation to other parts. But I'm satisfied that the messages contain the important information he would need to understand what actions eBay Commerce had taken here in a clear and fair way. It seems like Mr J had sent the item by the time he understood the amount he had actually received, but I don't think I can fairly hold eBay Commerce responsible for that based on what I've found above.

In respect of Mr J's point around how eBay Commerce has handled his complaint. It seems that Mr J initially brought a complaint which eBay (and this service) believed to be about marketplace activity and was found to be outside of the jurisdiction of this service. It was only in May 2024 when Mr J brought his complaint about the actions that eBay Commerce had specifically taken that it issued a final response and this service became involved in the merits of a complaint. After we contacted eBay Commerce about this it then responded to the complaint in a reasonable timescale – so I'm satisfied it acted fairly in respect of the service it provided here too.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 29 October 2024.

James Staples  
**Ombudsman**