

The complaint

Mr S complains eBay Commerce UK Ltd (Commerce) has changed its terms so sellers on the marketplace are no longer paid money until items are delivered.

What happened

Mr S received an email saying money from sales on the marketplace wouldn't be released until either the buyer confirmed receipt or for 14 days, whichever was sooner.

Unhappy with this change, Mr S complained to Commerce and it said it had determined Mr S had received the correct information about its policies so it wouldn't take further action.

Mr S brought his complaint to this service, and said it was unfair for a seller to have to wait for the money as people he bought things off didn't have to wait.

An investigator looked into things but didn't think Mr S' complaint should be upheld. The investigator thought Commerce was acting within the scope of its agreement.

The investigator also thought it was fair for Commerce to enforce the terms and policies Mr S had signed up for, and Mr S could choose to continue using Commerce or not following the changes to its procedures.

Mr S disagreed with this outcome and said it was unfair as he used to be able to use another payment processor before he was forced to use Commerce. And, now, having been forced to use Commerce it introduced these changes.

Mr S said it was unfair for Commerce to hold this money and make interest on it and asked for an ombudsman to decide things.

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.

There are two parts to eBay, the marketplace where items are sold, which isn't a regulated business, and Commerce which, among things, is regulated for moving money from the marketplace balance to Mr S' bank account.

When items are sold on the marketplace the proceeds are moved to a marketplace balance. This balance isn't a bank account or regulated in any other way.

I can't look into complaints against the marketplace or consider whether it's acted fairly or reasonably. Looking at the email Mr S received, I think the decision to pause access to the money is a decision made by the marketplace.

The email Mr S received says:

From February 2025, eBay will typically make the sales proceeds of private sellers available in eBay balance after the order has been successfully delivered, unless subject to a hold.

I think the mention of eBay here is in reference to the marketplace not Commerce. So, it follows I think it's marketplace delaying making the proceeds available, not Commerce stopping Mr S from moving the money from the balance to his bank account.

The end of the section above says the proceeds will be released unless they're subject to a hold, which would be Commerce's responsibility. Commerce's terms specifically reference holds, in section 7 of its regulated agreement.

To make this distinction in the email suggests there are two specific processes happening, pausing the release of the proceeds by marketplace and then, if applicable, further holds applied by Commerce.

If Commerce was pausing the payouts to sellers, there'd be no need for this distinction here, the pausing of the payout would be a hold applied by Commerce.

But with the distinction, I think the decision is marketplace's and not Commerce's, unless Commerce also applied a hold.

Commerce has said there were no holds applied to Mr S at the point he made his complaint.

Unfortunately, I think the pausing of the release of sale proceeds is a marketplace decision, and not one I can comment on as marketplace isn't a business covered by this service, and Mr S' complaint is against Commerce, a different entity to the marketplace.

Mr S has said he'd like this process reversed so he can continue to access the proceeds of sales as quickly as he did previously. But I think this is something for marketplace to answer, not Commerce.

Mr S also says he was forced to use Commerce after marketplace changed its rules a few years ago. I agree the only way now for Mr S to move money from his marketplace balance to his bank account is by using Commerce.

But Mr S has used this process, he's sold items on the marketplace and moved the money since the change to Commerce. I agree with the investigator, if Mr S was unhappy with the change he could have stopped using the marketplace.

And this option is open to Mr S now, if he remains unhappy with changes the marketplace has made.

But, looking at his complaint against Commerce I don't think the decision to pause the proceeds of sales is something Commerce is doing, or is it contained in the regulated agreement Mr S agreed to.

In the specific circumstances of Mr S' complaint against Commerce I don't think it needs to do anything more to resolve things.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 April 2025.

Chris Russ
Ombudsman