

The complaint

Miss B complains eBay Commerce UK Ltd (Commerce) restricted her account and then held onto her money.

What happened

Miss B held an eBay marketplace (marketplace) account, and she was contacted by marketplace about another account. Marketplace asked Miss B to log in from the email associated to the other account and resolve any issues.

Miss B didn't know about this other account and told marketplace this. A few days later marketplace contacted Miss B to say her listing activity had been restricted.

Commerce also stopped Miss B paying money from her marketplace balance to her bank account. Unhappy with this, Miss B brought her complaint to this service.

An investigator looked into things and didn't think Miss B's complaint should be upheld. The investigator said Miss B had signed up to Commerce's terms and it was allowed to place a hold on payouts to Miss B's bank account.

The investigator said Commerce had laid out why it placed the hold, but the investigator couldn't share everything Commerce had said. Since the investigator was satisfied Commerce had reason to apply the hold, they didn't think Commerce needed to do more.

Miss B wasn't happy with this assessment, and said this was an issue of fraud, she hadn't opened the other account and shouldn't be linked to it. Miss B said she just wanted to get to the bottom of things and had reported what happened to Action Fraud.

Miss B wants Commerce to delete all the data it holds, both the account she opened and especially the one it's linked her to. Miss B said it was unfair for this to happen based on an internet protocol (IP) address.

Miss B 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.

I can only look at the actions of Commerce, not marketplace.

Commerce is a regulated business, and Miss B signed a regulated contract with Commerce so it could manage payments for her. Among other things, this contract allows Commerce to send money from Miss B's unregulated marketplace balance to her bank account.

And within this contract, Commerce has a section on holds, section 7. In it, Commerce says:

A hold may be placed if we have reason to believe there is an increased risk associated with the provision of our Payment Services or with a certain Managed Payment transaction, for example if we cannot verify your identity or if your buyer files a dispute.

We take into consideration relevant factors when assessing the risks including selling history, seller performance, seller type, returns and cancellations, chargebacks, riskiness of the listing category, transaction value, the ability to make direct debits from your Linked Financial Account, and the filing of eMBG claims.

We also may cancel or freeze the settlement of your proceeds as necessary to comply with our legal obligations in connection with fraud prevention, risk management, or regulatory compliance (...). Any hold placed on your funds will be released when the risk associated with our provision of Payment Services is reduced or eliminated.

Commerce says there was an increased risk in paying out to Miss B, because the marketplace account she was linked to has an outstanding debt owed.

Miss B says she has no link to the other account, and therefore no link to the debt owed.

I have to decide whether it was fair for Commerce to place a hold on payments because of the evidence of the links it has.

Where evidence is in dispute or conflicting, I can reach a decision on the balance of probabilities, what's more likely to have happened.

I don't think Commerce needs to conclusively prove the linked account was opened and operated by Miss B, I think it just has to have enough evidence to show, on balance, it's more likely it was.

Commerce has sent this service the reasons for linking the two accounts. Both accounts have the same first name and surname on, and both usernames include the number 47.

Commerce also provided proof of both accounts, Miss B's and the one in dispute, being accessed from the same IP within minutes of each other.

On balance, I think Commerce has sufficient evidence to link these two accounts. This isn't the same burden of proof as saying Miss B definitely opened and accessed the other account, just sufficient evidence to say there's a potential risk posed here.

And once Commerce identified this risk, its hold policy in the terms and conditions allowed it to place a hold on Miss B's payouts. I don't think Commerce treated Miss B unfairly when it applied this hold.

Commerce has since paid the money it was holding out to Miss B, and there's no further money being held in Miss B's marketplace balance.

I understand the hold was very inconvenient for Miss B, the money was held over Christmas. But this inconvenience flows from what I think is Commerce's reasonable decision to place a hold on Miss B's payouts, so I can't ask it to compensate Miss B.

Miss B would like to know who opened the other marketplace account and have all her data deleted. But this isn't something I can hold Commerce responsible for.

Both Miss B's account, and the one in dispute, were opened with the marketplace, and it's marketplace holding the data. Miss B has already contacted the Information Commissioner's Office (ICO) about her data, and how it's been handled, I think this is the right place to go to.

I can't compel marketplace to take any action on Miss B's complaint points because it's not a business this service covers. This also means I can't look at the permanent restriction of Miss B's selling account on the marketplace.

Miss B can either continue with her complaint to marketplace or she might want to consider getting some legal advice on how to proceed with things.

What I can look at is what Commerce did, and in the specific circumstances of Miss B's complaint, I don't think it treated her unfairly or unreasonably.

Commerce identified a risk and placed a temporary hold on Miss B's payouts. Once Commerce felt the risk of losses was reduced, or gone, it paid the money in the marketplace balance out to Miss B.

I think if Commerce felt there was conclusive proof of the links between the two accounts, it might have offset some of Miss B's balance towards the outstanding debt owed on the other account. But since Commerce only had enough to identify a risk, it released all the money.

But I think Commerce had enough evidence to strongly suggest a link, and therefore strongly suggest an increased risk in paying out to Miss B immediately. And because of this it applied a hold in line with its terms and conditions.

Since I don't think this was an unfair thing to do, I won't be asking Commerce to pay Miss B any compensation or do anything else to resolve things for her.

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 Miss B to accept or reject my decision before 16 June 2025.

Chris Russ
Ombudsman