

The complaint

Mr W complains eBay Commerce UK Ltd (Commerce) stopped him from paying the money in his eBay marketplace (marketplace) account to his bank account.

What happened

Mr W was selling on the marketplace and was sent an email to say his selling account was on hold. Marketplace asked for some information around the delivery of some orders and, later, identification, statements and proof of the items he was selling.

Mr W sent the information in, but marketplace permanently blocked his selling account. Mr W had more than £7,000 in his marketplace balance and Commerce said the money was on hold, Mr W couldn't move it to his bank account.

Mr W complained to Commerce, and it said he'd received the correct information as per the terms of his agreement, so the complaint was closed.

Unhappy with this response, Mr W brought his complaint to this service. An investigator looked into things but didn't think Mr W's complaint should be upheld.

The investigator said they couldn't look at the actions of the marketplace, this wasn't a regulated business. But they could look at what Commerce had done.

The investigator explained the information Commerce had sent in was sent in confidence and couldn't be shared. But the investigator had seen the information and was satisfied this was enough to show Mr W was a risk, so they thought Commerce had acted fairly.

The investigator said the money on hold had been released but had been held for 60 days, in line with Commerce's terms.

Mr W disagreed and said the money had been held for longer than 60 days, and only released once the investigator had been assigned his complaint.

Mr W said other family members were now banned from selling on the marketplace. Mr W said he still hadn't been told why he was a risk and had been selling for a while with good reviews and feedback, so he didn't feel he was a risk.

Mr W said he understood marketplace wasn't something this service could look into, but felt his livelihood had been taken away. Mr W asked for an ombudsman to decide things and also asked for a call between him, the ombudsman and Commerce.

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 see how frustrated Mr W is with what marketplace did and feels he needs to be

compensated for what happened. And Mr W feels this would be better served by a video call between all the parties involved, but I don't think a hearing is necessary here.

This service was set up under a set of rules, DISP. DISP 3.5.5R says:

If the Ombudsman considers that the complaint can be fairly determined without convening a hearing, he will determine the complaint. If not, he will invite the parties to take part in a hearing. A hearing may be held by any means which the Ombudsman considers appropriate in the circumstances, including by telephone. No hearing will be held after the Ombudsman has determined the complaint.

I think Mr W's complaint can be fairly determined without the need for a hearing, so I don't think a hearing is appropriate to determining Mr W's complaint.

DISP also lays out which businesses this service can consider complaints about, and I don't think the marketplace is a business I can consider a complaint about.

This means the closure of Mr W's selling account isn't something I can consider, so I can't say whether the marketplace acted fairly or not, I can't consider its actions.

Whilst I understand the effect the closure had on Mr W's finances and future sales, I can't say whether this is fair or not, and I can't ask the marketplace to compensate Mr W for any of his losses.

And I can't consider the closure of any of Mr W's family member's account for the same reason, and because this would be a complaint for them to make.

What I can consider is Commerce's actions in placing a hold on the money in Mr W's marketplace balance and not letting him move the money to his bank account.

Commerce says it placed the hold because Mr W was a risk. Commerce based this decision on the review marketplace had carried out.

I can see Mr W was asked for information about sales he'd made and where he'd got the items he was selling. Mr W sent marketplace the information he was asked for, but it still felt Mr W's sales presented a risk.

Commerce has asked for the information it sent in to be kept confidential, and this is something either party can ask. Again, DISP lays out where this can happen, in DISP 3.5.9R, it says:

The Ombudsman may accept information in confidence where he considers it appropriate.

I think it's appropriate to keep Commerce's information confidential, although I realise this places Mr W in a difficult position of not being able to directly respond to Commerce's decision to say he's a risk.

I'm satisfied Commerce considered the review marketplace had done, and I'm satisfied this review showed Mr W was a risk to marketplace.

The reason for keeping the information confidential is the things marketplace identified as risky would become common knowledge if shared on every complaint it receives.

This would then mean people intending to act dishonestly would know how to circumvent the checks. I don't believe Mr W intends to act dishonestly, but the way he was running his marketplace account does fall under a risk marketplace isn't willing to take.

And once the risk was identified, Commerce placed a hold on moving the money. This hold is intended to protect Commerce, and Mr W, from successful claims against items he's sold.

If Commerce was to release the money immediately, then receive claims, it would need to pursue Mr W for repayment, and I don't think this is something either Mr W or Commerce wants.

Instead, once the hold was over and the money moved to Mr W's account, it was free and clear, and Mr W could use the money.

Commerce's terms allow it to place a hold until the risk associated is reduced or eliminated, and generally this is up to 180 days. Mr W's money was released around 80 days after it was placed on hold.

I realise this is a long time to hold quite a significant amount of money, but I don't think Commerce made a mistake here. Commerce identified a risk and placed a hold on Mr W's money, then released it when it felt the risk had lessened.

Mr W says Commerce only released the money after his complaint was allocated to an investigator, but I think this is just coincidental. Commerce already knew Mr W's complaint was due to be allocated to an investigator a month prior to the release of his money.

And, in any event, Commerce could have held Mr W's money for longer than it did, and it's likely I'd still have said it was acting fairly and in line with its terms and conditions.

Mr W's said he needed this money for a house deposit, and stopping him from taking his money caused a lot of distress. But this distress flows from Commerce's reasonable decision to place a hold on the money.

Since I don't think Commerce made a mistake in placing a hold on Mr W's money, I can't tell it to compensate Mr W.

I can see Mr W doesn't feel what Commerce did is fair, but it's my role to decide whether it is, and I think Commerce has treated Mr W fairly in all the circumstances of his complaint.

Commerce felt, with good reason, Mr W was a risk, and placed a hold, in line with its terms and conditions, to protect itself and Mr W. Once Commerce felt the risk had reduced, it allowed Mr W to move the money to his bank account.

Since I think Commerce has acted fairly here, I won't be asking it to do more to resolve things for Mr W.

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 W to accept or reject my decision before 16 October 2025.

Chris Russ
Ombudsman