

The complaint

Mr G complains eBay Commerce UK Ltd (Commerce) won't release his money, including reward points.

What happened

Mr G held a selling account on eBay marketplace (marketplace) and it was suspended. Mr G also couldn't move money from his marketplace balance to his bank account.

Mr G complained to Commerce and said he was only complaining about its actions as a payment provider. Mr G wanted Commerce to release his balance of sales, around £1,000, and reward points he'd converted to vouchers, around £350.

Commerce responded to say it had carried out an internal review and thought Mr G's account posed a risk to the marketplace, so the account had been suspended.

Commerce said there was no appeal, and his money would be held for up to 190 days.

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

The investigator thought Commerce had good reason to hold onto Mr G's money. The investigator said they couldn't release the exact reasons, this had been shared in confidence, but thought the reasons were fair.

The investigator said the sales proceeds in Mr G's marketplace balance would be released on 1 July 2025, when Commerce automatically paid out. The investigator said the reward points weren't considered cash, and marketplace wasn't going to release them.

Since Commerce and marketplace are different entities, the investigator couldn't comment on marketplace's actions.

Mr G disagreed and said the hold should have expired in mid-April 2025, but he had to wait until July for the money, well over 190 days. Mr G said the reward points should be treated the same way as the other money, and he was now going to lose them.

Mr G said Commerce and marketplace were all parts of the same parent company, so this service should be able to consider marketplace's actions. Mr G asked for an ombudsman to decide his complaint.

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 Commerce and marketplace are different companies, even if they share the same

parent company. And, crucially, only Commerce is a regulated business, so whilst I can consider Commerce's actions, I don't think I can consider any actions by marketplace.

Commerce placed a hold on payouts from Mr G's marketplace balance. Whilst the balance itself isn't held in a regulated capacity, Commerce is carrying out a regulated activity by moving, or refusing to move, money from the balance to Mr G's account.

Commerce says it held the payout because of the risk Mr G posed, and sent this service information it asked to keep confidential. I can decide whether it's fair for either side to ask for information to be kept confidential, and here I think Commerce is fair in asking this.

I'm aware it's difficult for Mr G to defend himself when he doesn't know this information, but I still think it's fair for Commerce to keep this information confidential.

So, whilst I don't think I can share the information, I've looked at things impartially and I'm satisfied the way Mr G used his account is a risk. I think Commerce acted fairly when it placed a hold on Mr G's payouts.

Commerce said it would hold Mr G's sale proceeds for up to 190 days. But Commerce didn't release the money for some time after this.

Commerce's terms say it will automatically release money periodically, and unfortunately the dates of these automatic releases were 1 April and then 1 July. The hold was still in place on 1 April, so once it expired the next automatic release date was 1 July.

I accept this means Commerce held onto Mr G's money for longer than it said it would. There is an alternative, and this involves Commerce allowing temporary access to the account, to allow Mr G to move the money himself.

But, in the specific circumstances of Mr G's complaint I don't think this would have been a fair thing for Commerce to do. I think the risk posed by Mr G was great, allowing even temporary access would expose Commerce to this risk again.

In the very specific circumstances of Mr G's complaint, I don't think Commerce needed to release his money sooner than it did.

Mr G had converted some reward points to vouchers, and this made up part of his marketplace balance. Mr G thinks Commerce should treat these points, or vouchers, as cash and release this money too.

I can understand Mr G's frustration here, he's converted reward points he could have used elsewhere into vouchers, and now been told he can't use them or convert them back.

But I don't think this is Commerce's decision, I think marketplace is making the decision. And because I can't consider whether marketplace's actions are fair or not, I can't say whether it needs to release these vouchers or convert them back into the reward points.

And I don't think the vouchers can be considered as cash, I think Commerce is right to consider this part of Mr G's balance as non-cash, and not something it can payout to his bank account.

I think Commerce acted fairly in classing Mr G as a risk and holding his money temporarily. Even though it took longer to release the money, I still don't think Commerce made an error.

And because I don't think Commerce made a mistake here, I can't tell it to compensate Mr G for holding his money.

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 G to accept or reject my decision before 7 October 2025.

Chris Russ
Ombudsman