

The complaint

Mr B complains eBay Commerce UK Ltd (Commerce) are pursuing him for money from a sale he made on eBay marketplace (marketplace).

What happened

On 4 March 2024, Mr B sold an item through marketplace. The payments were processed and managed by Commerce. Mr B posted the item, and the buyer received the item on 7 March 2024.

The buyer used the item for a number of weeks but then contacted Mr B via marketplace on 28 April 2024 to say there were problems with the item. The buyer asked for a refund but Mr B didn't agree and said as the buyer had used the item for more than 30 days, he was unable to refund the item. Mr B did offer to try and help the buyer resolve any issues with the item.

The buyer raised a buyer protection claim (claim) through his payment provider for the item not being as described. Commerce contacted Mr B for his comments and took these back to the buyer's payment provider in an attempt to defend the claim.

Unfortunately for Mr B the claim by the buyer was successful and so Commerce tried to recover the money from Mr B's bank account but couldn't. This left Mr B's marketplace balance with an outstanding amount, and debt collectors were then involved to recover this money.

Mr B said while he had received the item back it wasn't in the same condition as it was sold and it also had a cable missing when it was returned. He complained to Commerce, but it said it had provided Mr B with the right information and didn't uphold his complaint.

Unhappy with this, Mr B brought his complaint to our service. An investigator considered things but didn't think Commerce had acted unfairly, so they didn't uphold the complaint.

The Investigator said that Commerce didn't decide the outcome of the claim. The Investigator also said that while the listing was on marketplace neither Commerce or marketplace could be sure as to exactly what was sent out to the buyer. And while Mr B got something back Commerce and marketplace couldn't know accurately if what was returned was the same as what was sent out or the condition of the item.

And while they agreed Commerce offered seller protection, they didn't think it applied in Mr B's specific circumstances. Because of this the Investigator didn't think Commerce acted unfairly.

Mr B remained unhappy, he doesn't think Commerce did enough to support him and failed to protect him through its seller protection policy. So he asked for an ombudsman to make a final decision on 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.

To be clear, as explained by the investigator, I'm unable to comment on the actions of eBay marketplace as they aren't conducting an activity here that this service can consider. But I can look at the actions of Commerce.

Mr B signed up to Commerce's Managed Payments agreement. In returning the payment Mr B received back to the buyer, Commerce is relying on the following terms of its Managed Payments agreement, which were in force at the time Commerce tried to debit the payment from Mr B.

These terms say:

A buyer (or the owner of a payment instrument) may initiate a chargeback (...) in connection with a Managed Payments transaction. The final outcome of the Dispute will be decided by the buyer's financial institution.

We will manage Disputes, as follows: When a Dispute is opened, we will notify you and ask you whether you choose to accept or challenge the Dispute. If you accept the Dispute, you agree to the reversal of the payment to the buyer. If you challenge the Dispute, eBay will submit to the financial institution any relevant evidence you provide about the Dispute. (...)if the buyer's financial institution decides in favor of the buyer, the respective amount will be refunded to the buyer's original payment method and charged to us. You must reimburse us for such charges, unless you are eligible for seller protection in which case you are not held liable for amounts refunded to the buyer.

The sections of the Managed Payment terms quoted above set out the position that a customer will be liable to eBay Commerce for the full amount of a payment, as well as any charges and amounts, if an external dispute is raised and is found in favour of a buyer by an external financial institution.

It seems Commerce contacted Mr B once the claim was raised and invited his comments and any other evidence he wished to provide. Mr B says Commerce didn't provide him enough space to provide sufficient comments or evidence. But I can't agree as Commerce have provided us information to show Mr B had sufficient space and chance to provide the information he needed to defend the claim.

Unfortunately, the claim was successful, but I can see the buyer's payment provider did ask the buyer to return the item to Mr B.

Looking at Commerce's terms above, I think it acted in line with them.

The buyer returned the item to Mr B, but Mr B says it was in a poor condition and missing a cable, so it wasn't as sent out.

But, like the Investigator, I don't think Commerce could know what was sent out by Mr B or what was returned by the buyer, beyond what it was told by Mr B and how the item was advertised on the marketplace.

And I wouldn't expect Commerce to know, neither it nor marketplace checks all sales on the marketplace. Some sales are checked, generally high value sales, but Mr B's sale wasn't

authenticated either on the way to the buyer or the way back to Mr B.

Since Commerce can't know what condition the item was sent out in or received by Mr B, I think it's fair for it to say Mr B's received the item back, and this leaves him in broadly the same position he was in before the sale.

Commerce's terms explain it might offer seller protection in certain circumstances for external disputes, claims, like this one. But I can't see anything in Commerce's seller protection that applies to Mr B's specific circumstances here, and I don't think Mr B's been left in an unfair or unforeseeable position, such as being left with no money and no item.

So for Mr B's complaint, I can't say, on balance, Mr B's been left with a different item to the one he sent out.

I appreciate Mr B will be disappointed with my decision but I think Commerce has treated Mr B fairly when it says it can't reverse this claim payment. So I don't think Commerce needs to reverse the claim or write off the debt he owes to marketplace.

My final decision

For the reasons mentioned above, I don't uphold Mr B's complaint about eBay Commerce UK Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 December 2025.

Jag Dhuphar
Ombudsman