

The complaint

Ms T complains eBay Commerce UK Ltd (Commerce) unfairly decided a money back guarantee case against her and then pursued her for the debt.

Ms T is represented in her complaint, but I'll only write about Ms T, even if she wasn't the one sending submissions or responding to outcomes.

What happened

Ms T sold a trailer on eBay Marketplace (marketplace) and the buyer raised a money back guarantee case. The buyer won this and was refunded, the money for the refund was then taken back from Ms T's marketplace balance.

Ms T complained to marketplace and it responded to say it had made the right decision, but didn't give referral rights to this service.

Ms T brought her complaint to this service, and said it was unfair for the buyer to win the money back guarantee claim as vehicles were specifically excluded, and Ms T said the trailer was a vehicle.

Ms T said it was unfair for marketplace to take money out of her balance, including money from another sale she'd made. Since the marketplace balance had gone into a negative, marketplace was sending Ms T emails about the debt.

An investigator looked into things but didn't think Ms T's complaint should be upheld. The investigator said they could only look at things Commerce had done, this was the regulated entity, not marketplace.

The investigator didn't think Commerce had done any of the things Ms T complained about, the investigator thought it was all marketplace activity.

Ms T disagreed and said the trailer was a vehicle and pursuing her for the debt was a breach of various parts of the consumer credit sourcebook (CONC). Ms T said this service's response differed from other government departments.

Ms T said marketplace was acting as an agent of Commerce, so this service should be able to investigate. Ms T asked for an ombudsman to decide her 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.

Ms T has a relationship with two entities here, Commerce and marketplace. Commerce is a

regulated business, so one I can look into and decide if it's treated Ms T fairly.

But marketplace isn't a regulated business, so I can't look into, or comment on, anything marketplace did or didn't do when dealing with Ms T and her sale.

Ms T sold the trailer, and the money was added to her marketplace balance. The marketplace balance isn't held in a regulated capacity, it isn't a bank account or electronic money, so the balance isn't something I think I can look into.

The buyer then raised a money back guarantee claim, but this is the buyer raising this, not Ms T, so I can't comment on this or comment on what marketplace did when another customer contacted it.

It seems marketplace decided the outcome of the claim, and took back money from Ms T's marketplace balance. But I think this is a marketplace function, and not something Commerce was involved in.

I agree with Ms T, it does seem the trailer she sold would be considered a vehicle, and excluded from a money back guarantee claim, but I can't say whether this was fair or not, marketplace made the decision, not Commerce.

It seems since Ms T's complaint was referred to this service, marketplace made a decision to refund Ms T, and this is good to hear. But I can't comment on whether marketplace was fair to debit Ms T's balance, or has acted fairly in refunding the money.

I might be able to consider things if Commerce had been involved, and this is generally where Commerce has recovered money from Ms T's linked bank account.

Commerce's terms cover a number of things, but it's mostly concerned with sending money from the marketplace balance to the linked bank account or taking money from the bank account to cover payments due to marketplace or Commerce.

But since the money was recovered from Ms T's marketplace balance, I don't think Commerce was involved in the recovery of the money.

And since the marketplace balance isn't held in a regulated capacity, I can't comment on whether the negative balance was fair or if marketplace was fair to pursue this negative balance and tell Ms T the debt might be passed out to debt collectors.

Ms T's said marketplace's actions in trying to recover the debt run contrary to guidance in CONC. But I don't think CONC applies to the negative balance on a marketplace account, the debt isn't a regulated debt or covered elsewhere in CONC.

So, although I've considered CONC, I don't feel it applies in Ms T's specific circumstances.

And I don't think Commerce's agreement, its terms and conditions, apply in Ms T's specific circumstances either.

Ms T's said marketplace should be considered Commerce's agents, but I don't think this is the case. Looking at Commerce's terms, I can't see anything to show agency agreements between marketplace and Commerce.

Commerce's terms allow it to debit a linked bank account, on behalf of marketplace, but I think this suggests Commerce is acting as marketplace's agent, not the other way round.

Ms T has referenced part of Commerce's terms, mentioning money back guarantee claims. But this part of the terms doesn't say Commerce is providing or deciding the claim.

The terms say Ms T understands if a successful claim is made, she must reimburse the service provider – marketplace – for the amount. This is what's happened, but I don't think these terms mean Commerce was involved in the claim or recovery of money.

And this service isn't a government department, it's an informal alternative to court which might be able to look into complaints against regulated businesses.

So, although I can see other interested parties might be considering things about the marketplace, I don't think I can.

And having looked at what I think I can consider, the actions of Commerce, I don't think Commerce was involved in what happened here. Because of this, I can't ask Commerce to do anything to resolve things for Ms T.

Ms T may well have recourse against the marketplace, and has mentioned its terms may be unfair, but this might be something Ms T could look to get some free legal advice about.

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 Ms T to accept or reject my decision before 4 December 2025.

Chris Russ
Ombudsman