

Roy, Lauren

---

**Subject:** Submission: Objection to eBay International AG - Notification - N93365

**EXCLUDED FROM  
PUBLIC REGISTER**

---

**From:** jenni westbrook [mailto: ]

**Sent:** Tuesday, 24 June 2008 2:00 PM

**To:** Roy, Lauren

**Subject:** Submission: Objection to eBay International AG - Notification - N93365

Dear Ms Roy,

I have read the eBay notification and their submissions to the ACCC about exclusive dealing, & previously sent my own submission to the ACCC. I have also read the many other submissions against the proposed conduct, and the ACCC's draft notice of revocation.

I completely agree with the ACCC's draft notice as I believe eBay's proposed conduct would severely decrease competition and not have any overall public benefit. Indeed I believe it would be an entirely retrograde step.

As further evidence of this, I ask you to compare the current PayPal Buyer Protection Policy below with the policy it replaces, & note the outrageous qualifications that PayPal has since placed on its indemnity in the new policy.

Since this new policy came into effect, any amount over and above the amount recovered from the seller's account is to be paid at Paypal's sole discretion, and is not guaranteed. In the last week, there have been several complaints from buyers that Paypal have only refunded the amount they were able to recover from the errant seller's account, in one case, just a few cents, and this is the notification that all of those buyers received from Paypal:

"After careful review, we have concluded our investigation of the Buyer Complaint described below.

**We have decided in your favour, however, we were unable to recover any funds from the seller's account. As stated in the PayPal User Agreement, recovery of funds associated with a Buyer Complaint cannot be guaranteed.**

Please know that we will make our best effort to recover the funds in question if they become available in the seller's account in the future, and will take appropriate action against the seller. Such action may include issuing a warning, a temporary restriction, or terminating the account. Keep in mind that PayPal uses a number of factors, including member complaints, to determine when to take action. Due to privacy laws, we cannot discuss the details of any action taken. We hope you understand our policy and that it reassures you that you are safe using PayPal."

There is NO evidence that the new policy has any likelihood of providing buyers with increased protection, on the contrary it would seem that PayPal is even *less* likely since June 17 to provide buyers with a full refund even if the buyer's claim complies with every requirement of the Buyer Protection Policy.

eBay's insistence that it has improved the policy with the introduction of the \$20,000 limit is also ridiculous; it is difficult to ascertain the median sales price of items on eBay, but it would certainly be nowhere near \$20,000 in the categories which the Buyer Protection Policy actually covers, &

2/07/2008

therefore this figure is simply another of eBay's red herrings.

Despite eBay's claim that this & other "enhancements" to its site are for the benefit of consumers, this is clearly NOT the case, they are purely for the benefit of eBay's own profit margin & to the detriment of its consumers – buyers AND sellers, & the ACCC's revocation of Bay's exclusive dealing exemption should therefore stand.

Sincerely,

Jennifer Westbrook  
<address excluded>

**EXCLUDED FROM  
PUBLIC REGISTER**

### **PayPal Buyer Protection Policy (Current)**

[https://www.paypal.com/au/cgi-bin/webscr?cmd=p/gen/ua/policy\\_buyer\\_complaint-outside](https://www.paypal.com/au/cgi-bin/webscr?cmd=p/gen/ua/policy_buyer_complaint-outside)

**If your purchase meets the requirements for the PayPal Buyer Protection Policy (set out in paragraph 4 below), PayPal may try to recover your payment from the seller, i.e. to attempt to reverse the PayPal transaction.**

**IMPORTANT: If you are eligible under PayPal's Buyer Protection Policy, and you claim that the item purchased is "significantly not as described" or you did not receive the item PayPal may attempt to recover your payment from the seller, but recovery of your payment, whether in whole or in part, is not guaranteed. However, where PayPal is unable to recover the whole or any part of your payment from the seller for a claim, PayPal may at its absolute and sole discretion, decide to make an ex gratia payment, not exceeding the financial limits set out in paragraph 3 below.**

**In order to be considered for such a discretionary payment under the PayPal Buyer Protection Policy, your purchase must have all of the characteristics set out in paragraph 4 below and you must comply with all of the buyer responsibilities in paragraph 6 below.**

**IMPORTANT: Payment by PayPal under PayPal's Buyer Protection Policy is at PayPal's absolute and sole discretion. You have no automatic entitlement to receive any payments. PayPal's Buyer Protection Policy does not indemnify you for the loss which you, as a buyer, may incur and it is not a contract of insurance.**

### **3. Amounts that you may receive under PayPal's Buyer Protection Policy...**

**IMPORTANT: For purchases made on [www.ebay.com.au](http://www.ebay.com.au) there is a maximum discretionary payment amount of \$20,000.00 AUD.**

**PayPal is not obliged to pay any amount at all, or if it does decide to make a payment, to pay the maximum amount set out – you may, at PayPal's discretion, receive a payment which is less than the maximum of \$20,000.00 AUD, but PayPal will not pay more than the maximum discretionary amount.**

\*PayPal Buyer Protection Policy (Prior to June 17 – Exhibit A).

[https://www.paypal.com/au/cgi-bin/webscr?cmd=p/gen/ua/policy\\_buyer\\_complaint-outside](https://www.paypal.com/au/cgi-bin/webscr?cmd=p/gen/ua/policy_buyer_complaint-outside)

If you are eligible under the PayPal Buyer Protection Policy, PayPal will first try to recover your payment from the seller. If PayPal is unable to recover your payment from the seller, PayPal will pay you **the maximum amount of coverage for which your transaction qualifies.** In order to qualify under the PayPal Buyer Protection Policy, your purchase must meet all of the eligibility requirements below, and you must comply with all of the buyer responsibilities below.