

The complaint

Miss S complains about a buyer dispute claim with PayPal (Europe) Sarl et Cie SCA ("PayPal").

What happened

The details of this complaint are well known to both parties, so I will not repeat them again here. The facts are not in dispute so I will focus on giving the reasons for my decision.

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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

For me to say PayPal did something wrong, I'd need to be satisfied that they failed to act within the terms of the account's User Agreement. Or, if I feel like they did work within these, that it was unfair for it to decline the buyer dispute in the circumstances of this complaint. And in this situation, I don't think that's the case. I'll explain why.

- Miss S signed up to PayPal's User Agreement when she opened her account.
- Within the User Agreement, it states

IMPORTANT: You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal Buyer Protection does not entitle you to reimbursement for the return shipping costs that you may incur.

It goes on to say.

Step 4: Comply with PayPal's shipping requests in a timely manner, if you're filing a Significantly Not as Described claim. PayPal may require you, at your expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of delivery.

- I appreciate Miss S made a purchase from an international seller and this has meant the return shipping costs are high. Miss S would've been aware of the possibility that she would need to pay any additional shipping costs to return the item but choose to go ahead with the purchase.
- PayPal emailed Miss S on 15 September 2022 asking her to return the item for a refund. When no tracking information was sent to PayPal, the dispute was closed.
- Having considered all of the information both parties have supplied in the circumstances of this complaint, as Miss S hasn't been able to provide proof of a return delivery, I'm satisfied PayPal haven't treated Miss S unfairly or against terms

of the User Agreement when it has declined and closed her claim.

- Miss S is able to go direct to the seller and ask that postage is paid to return her item. This is not something I have investigated as part of this complaint, as I've only looked at the protection offered under PayPal's policy and not the sellers.
- In summary, although I understand Miss S's frustration if she was sent the wrong item, I've not found PayPal need to reimburse the cost to return the item as part of the protection it offers in these circumstances. So, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 31 October 2023.

Tom Wagstaff
Ombudsman