

## **The complaint**

Mr P believes is unhappy with several aspects of the service he received from PayPal (Europe) Sarl et Cie SCA.

## **What happened**

Mr P referred a complaint about PayPal to this service on which a final decision was issued by an ombudsman in February 2023. Accordingly, as that was a final decision, I won't be commenting on any of the issues included within that earlier decision.

However, in November 2022 – which was after Mr P had referred his earlier complaint to this service, but before the final decision was issued in February 2023 – Mr P asked for some further points of complaint against PayPal to be considered. PayPal didn't give their authority for those further points of complaint to be considered within the complaint that Mr P had already referred to us, and this meant that these further points of complaint had to be raised as a new complaint – which is the complaint under consideration here.

In his November 2022 correspondence, Mr P reiterated points of complaint that were already being investigated within the earlier complaint. But Mr P also said that PayPal hadn't sent him a copy of the credit agreement when he'd open his credit account with them, and that PayPal hadn't sent him information pertaining to a Data Subject Access Request ("DSAR") in a font size that he could read.

PayPal responded to the new complaint and explained that they had resent the DSAR information to Mr P in a larger font in November 2022, the day after being notified of Mr P's dissatisfaction. And PayPal also noted that the credit agreement had been made available to Mr P at the time the account was opened.

One of our investigators looked at this new complaint, but didn't feel that PayPal had acted unfairly. Mr P wasn't satisfied with the view of this complaint put forwards by our investigator, so matter was escalated to an ombudsman for a final 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'd like to begin by confirming that this service isn't a regulatory body or a Court of Law and doesn't operate as such. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

Additionally, as previously noted, I won't be commenting on any aspects of Mr P's complaint that have already been considered within the previously issued final decision dated February 2023. This means that I'll only be assessing whether I feel PayPal have acted unfairly

regarding the further points of complaint that Mr P raised in November 2022.

The first of these points centres on PayPal sending information to Mr P in response to a DSAR that wasn't in a font size that Mr P could read. It doesn't seem fair to me that PayPal didn't issue this information in a suitable font size for Mr P. But I note that PayPal did reissue this information in a larger font size to Mr P in November 2022, the day after being made aware of his dissatisfaction. And I also note that PayPal reissued this information to Mr P in a digital format that enabled Mr P to resize the information to his convenience.

Accordingly, while PayPal did make an error here, I'm satisfied that they've already taken the corrective action needed to rectify that error, and that there's no further corrective instructions for me to issue to them. And given that PayPal acted as quickly as they did to correct their error, I don't feel that Mr P incurred a degree of trouble or upset here that would fairly merit an award of compensation in this specific instance.

Mr P also believes that PayPal didn't provide a copy of the credit agreement to him when he opened the account. But Mr P would have needed to confirm his acceptance of the credit agreement when opening the account. And PayPal have confirmed to my satisfaction that a copy of the credit agreement was available for Mr P from the time that the account was opened.

Additionally, Mr P raised his complaint about this point in November 2022. But the account had been closed the previous month, in October 2022, with the account charges that Mr P had previously complained about having been written off by PayPal. And so, I'm satisfied that even if Mr P hadn't previously seen a copy of the credit agreement, there was no reasonable requirement for him to do so in November 2022, because his credit agreement with PayPal had already ended with no money being owed.

It therefore follows from the above that I won't be upholding this complaint or instructing PayPal to take any further action. I realise this won't be the outcome Mr P was wanting, but I trust he'll understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 30 October 2023.

Paul Cooper  
**Ombudsman**