

The complaint

Mrs P complains that PayPal (Europe) Sarl et Cie SCA (PayPal) has treated her unfairly in declining her claim under its Buyer Protection policy.

What happened

Mrs P bought a wooden gazebo from a garden furniture retailer. I shall refer to the third party as 'O'. She used her PayPal account to pay for the goods. After taking delivery, the gazebo parts were placed in the sun for a few weeks before Mrs P's husband applied an oil-based stain on the wood and erected it.

Within a few weeks, cracks appeared on one of the four supports, which Mrs P didn't think was right. The gazebo came with a warranty so she tried to contact O to see if she could get a replacement.

Mrs P says O wouldn't engage. So, she contacted PayPal to see if she had any recourse under its Buyer Protection Policy.

PayPal raised a claim for goods 'significantly not as described'. But O didn't think it had done anything wrong and sent PayPal evidence to support its position. PayPal considered that evidence and didn't uphold the claim either and closed it off. It conveyed that in staining the wood, the condition of the item had been altered so it didn't think it could do anything to help.

Mrs P didn't agree with PayPal's stance and referred her complaint to us. One of our investigators looked into what had happened, but he didn't uphold the complaint. In summary, he found the following:

- O had informed C as part of its important information that the goods shouldn't be treated for the first six months. But Mrs P had told PayPal she had treated the goods. In doing so she had altered the original state of the item. So, he understood why O would have informed PayPal it wouldn't accept a return to trigger a refund or other remedy.
- O said cracks and splits were characteristics of this type of wood. So, he didn't consider the items was not as had been described.

In conclusion, the investigator didn't think PayPal needed to do anything to put things right. Mrs P didn't agree. She explained that they had always applied an oil-based stain to garden furniture to prolong the life of the wood. She questioned the wood splitting as soon as it did given that it had purportedly been treated and preserved. And she queried the point of the warranty.

The complaint has been passed to me to review.

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'm not upholding the complaint. I realise Mrs P will be disappointed by my decision, so I'd like to set out my reasons:

- PayPal offers buyers protection on purchases under its Buyers Protection program. There are two main grounds for doing so. One applies to where goods aren't received and the other is where the goods are significantly not as described. Here PayPal correctly raised the claim under the second of these reasons.
- I've gone on to consider were the goods not as they'd been described? In answering this question I've looked at the evidence objectively to see if PayPal came to a fair outcome. This includes considering information that O provides on its website. Under characteristics of the timber O stipulates that cracks and splits are to be expected in the type of timber due to changing temperatures and humidity. I haven't seen anything else provided by the seller to contradict this. In the circumstances, I can't reasonably conclude the timber was significantly different to the description given.
- PayPal's Buyer Protection Policy says that it's not enough that the product doesn't meet a customer's expectation to meet a claim for significantly not as described. Or where certain characteristics were correctly described. I understand there's a further factor here in that the wood was treated with the oil-stain before it's recommended. Whilst I appreciate this is something Mrs P has always arranged to have done, it is the case that the goods have been altered from their original state, which O specifically advises against.
- Mrs P has referenced the warranty she obtained when she bought the gazebo. I understand her reasons for raising this. But I must explain that my review is limited to whether PayPal handled her claim fairly under its Buyer Protection Policy. Integral to this is whether the goods were not significantly as described. And given this and my findings I don't consider the value of the warranty has a bearing here.

Weighing all of these factors up, I don't find PayPal acted unfairly when it assessed Mrs P's claim and didn't uphold it. This doesn't mean Mrs P might not have other avenues of recourse against O but in terms of the complaint she's asked us to consider against PayPal, I'm afraid there's nothing more we can do to help.

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 Mrs P to accept or reject my decision before 4 October 2023.

Sarita Taylor
Ombudsman