

The complaint

Mr Y 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 not refund the money as part of 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.

- Mr Y signed up to PayPal's User Agreement when he opened his 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 Mr Y made a purchase from an international seller and this has meant the return shipping costs are high. Mr Y would've been aware of the possibility that he would need to pay any additional shipping costs to return the item through a buyer dispute claim, as it's listed in the User Agreement. Mr Y choose to go ahead with the purchase knowing this information.
- PayPal emailed Mr Y asking him to return the item for a refund.
- Having considered the information supplied by both Mr Y and PayPal, and in the circumstances of this complaint, as Mr Y hasn't been able to provide proof of a

return delivery, I'm satisfied PayPal haven't treated Mr Y unfairly or against terms of the User Agreement when it hasn't refunded Mr Y as part of the claim.

- Mr Y has said that PayPal have broken the Equality Act. I've thought about this point carefully and I've taken this into account because it's relevant law. But my remit is to decide cases on a fair and reasonable basis. So, if Mr Y wants a decision that PayPal have breached or broken the Equality Act 2010, then he'd need to go to court.
- I have thought about the points Mr Y has raised in relation to why he thinks PayPal have broken the Equality Act though. Mr Y appears to have come to this view because he says PayPal didn't respond to his emails. From looking at the point in time when Mr Y raised the dispute with PayPal, I've seen no information to evidence that it did fail to reply. PayPal looks to have raised a claim in a reasonable amount of time and then responded to Mr Y. I can also see that following a call from a PayPal advisor, Mr F asked for a final response letter on the 14 April 2023 and this was sent on the same day.

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 Mr Y to accept or reject my decision before 31 October 2023.

Tom Wagstaff
Ombudsman