

The complaint

Mrs W complains about the way PayPal (Europe) Sarl et Cie SCA handled her refund request following a purchase for an item that was not as described.

What happened

Mrs W purchased an item for which she paid £150. Mrs W sent payment for the item via PayPal on 31 July 2021.

Mrs W says when she received the item she realised it was not as described and so contacted the seller immediately. Mrs W asked the seller for their shipping address so she could return the item. Mrs W says the seller sent her the return address and told her once the item was received she would receive a full refund. Mrs W says at the same time she filed a dispute with PayPal owing to the item being significantly not as described.

Mrs W says she returned the item to the address she was told by the seller. She says she sent the item via courier so it could be tracked and it was delivered on 11 August 2021. The courier provided Mrs W with a photograph confirming delivery and said the courier GPS shows they were on the correct street at the time of delivery.

PayPal contacted Mrs W on 19 August 2021 to tell her the seller offered a full refund if the item was returned. PayPal told Mrs W she would need to return the item and upload the tracking information in the Resolution Centre before 29 August. PayPal also provided the shipping address for the item to be returned to.

When Mrs W uploaded the tracking information to evidence delivery of the return she says PayPal rejected her claim. Mrs W wasn't happy and so raised a complaint with PayPal.

PayPal said following Mrs W's dispute regarding the item she purchased it contacted her to let her know the process for returning the item. It said it told Mrs W to initiate the return shipment and upload the tracking information in the Resolution Centre before 29 August 2021. PayPal advised her to retain a copy of the shipping label to verify the address.

PayPal provided Mrs W with the shipping address and told her once the seller had received the item the refund would be issued and the case closed. PayPal said it declined the claim because when Mrs W provided the tracking details it showed the item was returned to a different incorrect address. PayPal said it followed correct procedures and acted in accordance with the User Agreement and policies.

Unhappy with the response from PayPal Mrs W referred her complaint to this service. Our investigator looked into things for her. Our investigator upheld the complaint. She said Mrs W had sent the item to the seller's address and provided the relevant tracking information as required by PayPal. The investigator said Mrs W had done all she could to mitigate her loss and she can't be held responsible for the seller giving her the wrong address. The investigator upheld Mrs W's complaint and told PayPal to refund her £150. PayPal didn't agree. It maintained that Mrs W didn't adhere to its Buyer protection guidelines and shipped

the item back to a different address rather than the address specified by PayPal. And so the complaint has been passed to me to decide.

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.

Where information is unclear or incomplete as is the case here I reach my conclusions on the balance of probabilities, that is my decision is based on what I think is more likely to have happened than not.

PayPal has provided detailed submissions in response to the investigator's view which I've read and considered. But on balance I cannot agree fully with its conclusion.

In this case I think Mrs W registered the dispute within the timescale set out by the user agreement. She also, as requested by PayPal, sent the item back by courier and retained evidence of shipping. The seller provided Mrs W with the postal address to send the item back to. I have seen the email from the seller and it is the same email address as the PayPal account for the seller so I can see why Mrs W sent the item back to that address. Mrs W did all of this within the timescales set out by the user agreement.

PayPal's user agreement says to be eligible for PayPal Buyer Protection the buyer must attempt to contact the seller to resolve the issue directly before filing a claim. Mrs W contacted the seller directly in the first instance to try and resolve the matter. The seller agreed to refund Mrs W if she sent the item back and provided her with the address to ship to. Mrs W says she was concerned because the item was significantly not as described and so she filed a dispute with PayPal despite hearing from the seller.

I have reviewed the relevant sections of the user agreement and under '*our online dispute resolution process*' it says the buyer must "*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....and to provide proof of delivery.*" And this is what Mrs W did. The agreement doesn't specify the item needs to be sent to an address provided by PayPal and so I can't say Mrs W did not adhere to the Buyer protection guidelines.

Mrs W says PayPal provided her with the wrong return address. She says the address is incorrect since the post code doesn't match the street address. I checked this myself and she is correct. So even if Mrs W had posted the item to the address provided by PayPal the item wouldn't have been received in any event.

I think Mrs W acted in line with the terms of the user agreement and acted reasonably in trying to resolve the issue with the item.

Taking everything into account I think the issues that have arisen aren't caused by Mrs W. She has done her best to act in line with the user agreement terms.

Overall in the individual circumstances of this matter I think it's fair and reasonable for PayPal to provide a refund of the money Mrs W paid for this item. And so I think the investigator's proposed resolution of the complaint is fair and reasonable.

My final decision

My final decision is I uphold this complaint.

To put things right PayPal Europe Sarl & Cie, SCA should refund £150 to Mrs W.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 17 May 2022.

Kiran Clair
Ombudsman