

## **The complaint**

Mr K complains he was unable to purchase items from an online marketplace using his PayPal (Europe) Ltd account.

Mr K also complains PayPal hasn't taken account of his accessibility and communication needs

## **What happened**

Mr K says PayPal didn't allow him to make a purchase from an online marketplace and as a result he missed out on a promotion which would have saved him £225 on the purchase.

Mr K says he was told by his bank the reason he was unable to purchase items from the online marketplace was because PayPal hadn't correctly identified him using the relevant verification process. And so the transaction couldn't complete. Mr K says he has correspondence from his bank which confirms the issue lies with PayPal and not them.

Mr K was also unhappy about a number of communication and customer service issues. He was unhappy about things but was told he'd have to raise the matter in writing rather than by phone. This upset him because he's dyslexic and prefers phone communication.

PayPal offered Mr K £150 as a gesture of goodwill to settle his complaint. Mr K rejected the offer. PayPal didn't increase it. It said it felt it had treated him fairly, and the declined transactions were due to Mr K's bank, and not anything PayPal had done. PayPal said the user agreement stipulates it wouldn't be liable for direct or indirect lost profits or any special, incidental, or consequential damages. PayPal said it had already paid Mr K £250 and this, in addition to the £150 offered, was fair and reasonable to resolve the complaint.

Mr K remained unhappy and so PayPal reconsidered its position. It offered to increase the £150 offer by a further £100. Mr K remained dissatisfied and so our investigator looked into the complaint.

Our investigator said he agreed PayPal didn't communicate with Mr K as it said it would. But PayPal had provided evidence it has recorded Mr K's required adjustments on its system and also attempted to resolve his concerns by offering compensation. The investigator said PayPal had covered the losses Mr K told it he had suffered despite it saying the losses weren't a result of its error. And so the investigator said this was generous in the circumstances.

Mr K didn't agree and so the complaint has been passed to me for a 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 think what PayPal has already offered to put things right for Mr K is fair and reasonable.

In deciding this complaint I've carefully considered the submissions that have been made by Mr K and PayPal. I have looked at what evidence we have, and the surrounding circumstances to help me decide what I think is more likely to, or should, have happened.

### *Our process*

At the outset I think it's useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for its conduct – that is the role of the Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide something has gone wrong we would ask the business to put things right by placing the consumer, as far as possible, in the position they would have been in if the problem hadn't occurred.

### *Declined payments*

Mr K said the failed transactions were the result of a PayPal system error. PayPal have said the payments were declined by Mr K's card issuer. Mr K doesn't agree and told our investigator he had correspondence from his bank which says the issue is with PayPal's call verification process.

I can see the investigator asked Mr K to provide him with the correspondence from the bank which shows the issue was due to PayPal. However I can't see the letter has been provided to this service. I haven't seen anything to show PayPal was at fault or declined transactions. But as a gesture of goodwill it has offered Mr K £250.

### *Communication and accessibility*

Mr K says he has received emails from PayPal when he has told it he should be contacted by telephone. PayPal have said it is unable to stop its system from sending out automated emails with updates. But it has explained this type of communication can be made accessible using screen reader technology. So Mr K would be able to access the messages in this way.

PayPal have accepted Mr K shouldn't have been asked to communicate in writing rather than by phone. And so PayPal paid Mr K £250 to reflect the shortcomings in service. I think this is fair in the circumstances of the complaint.

Overall I consider PayPal has done enough here to put things right for Mr K.

### **Putting things right**

PayPal has offered a total of £500 to settle the complaint, and I think this offer is fair in all the circumstances.

### **My final decision**

If it has not already paid that amount PayPal should do so now or pay Mr K any part of that amount which remains outstanding.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 29 July 2022.

Kiran Clair  
**Ombudsman**