

## The complaint

Mr W complains that PayPal (Europe) Sarl et Cie SCA (PayPal) won't refund him the cost of a train ticket that he never received.

## What happened

Mr W purchased a train ticket online from a seller, using PayPal as his chosen payment method in August 2021. When he arrived at the train station to board his train, he says he realised that he hadn't been emailed the ticket. Mr W says he had to purchase a replacement ticket at the station and had to get a train an hour later causing him to be late to the event he was attending.

He contacted the seller and asked for a refund as he said he never received the train ticket. But the seller responded stating that they were able to verify that Mr W received and opened the email which included the train ticket. The seller also confirmed that the train ticket was sent to the email address that Mr W used to complete the booking.

As the seller declined Mr W's claim for a refund, he approached PayPal to raise a Buyer Protection claim for the train ticket, under the reason 'Item not received'. PayPal say they received evidence from the seller that the ticket was delivered to Mr W, so the claim was upheld in the seller's favour.

One of our investigators considered Mr W's complaint and explained that the documentation PayPal sent to our service included evidence to show the seller emailed the ticket to Mr W's correct email address, and that this was sent to him within minutes of him paying for the ticket. He also went on to say that the seller had also provided PayPal with evidence to show that Mr W clicked on, and opened the email containing the train ticket shortly after it was emailed to him. Therefore, there was enough evidence to meet the requirements of PayPal's User Agreement for 'Proof of Delivery'. So, he didn't uphold Mr W's complaint.

Mr W disagreed with the investigator's outcome. He said there was no evidence of the actual ticket being sent. And he said it wasn't enough for PayPal to say there was evidence of an email being sent without it evidencing the ticket was included within the email. So, the case has been passed to me to consider.

I issued my provisional findings on 18 March 2022. This is what I said:

*Following my review of the case and looking at the evidence PayPal have provided, plus the additional information and evidence I've asked for, I think on balance, it's more likely than not that Mr W didn't receive the train ticket from the seller. I'll explain why.*

*As a result of an unsuccessful claim for a refund from the seller of the train ticket, Mr W approached PayPal to make a claim under PayPal's Buyer Protection Program, which says:*

*'PayPal Buyer Protection may apply when you encounter these specific problems with a transaction:*

- You didn't receive your item from a seller (referred to as an "Item Not Received" claim), or*
- You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).'*

*Mr W made a claim with PayPal under 'Item Not Received claims', of which the terms and conditions I've noted below:*

*'Your claim will not qualify for a refund under PayPal Buyer Protection for an Item Not Received claim, if:*

- You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller's retail point of sale, except for in-person PayPal QR code goods and services transactions.*
- The seller has provided proof of delivery.*

*If the seller presents evidence that they delivered the goods to you, PayPal may find in favour of the seller for an Item Not Received claim even if you claim you did not receive the goods.'*

*PayPal have provided screenshots showing an email was sent to Mr W on 13 August 2021. And it appears that this email was opened. However, I asked PayPal to provide the actual email sent to Mr W which showed the attached train ticket. But PayPal haven't been able to show that the email in question actually contained the ticket.*

*From looking at the evidence PayPal have provided, there's a discrepancy in the times that the ticket was purchased (12:22), booked (13:23) and the time it was received by email and opened (11:23). Even taking into account the time zones between the UK and Berlin, PayPal weren't able to explain the reason for all of the different timings.*

*I asked Mr W for a copy of the additional ticket he said he purchased at the station on the day he was travelling. While Mr W couldn't give me a copy of the actual ticket, he was able to show me a copy of his credit card statement which shows the purchase of the additional ticket. The credit card transaction confirms it was made at the same train station Mr W's original ticket was for, and on the same date he'd previously booked for. But it doesn't evidence the time Mr W purchased the ticket in replacement for the one he didn't receive from the seller. However, I'm already aware that this was an hour later as Mr W event he was travelling to as a result of not receiving the ticket.*

*I'm not satisfied I have enough evidence to conclude Mr W received the train ticket he purchased using PayPal. There's no proof of the sent email to Mr W containing the actual ticket. And the transaction timings don't support what PayPal say about the ticket being purchased, emailed and the email being opened by Mr W.*

*On balance I do think it's more likely than not that Mr W didn't receive the ticket, and that's why he purchased another ticket, on the same day at the same station. Therefore, I provisionally think PayPal should honour Mr W's 'PayPal Buyer Protection' claim for 'Item Not Received'.*

*PayPal and Mr W had until 1 April to give me any further comments to consider. Mr W responded accepting my provisional findings.*

PayPal responded and disagreed saying that the seller was able to provide information that the booking was successful, the email containing the ticket was delivered, opened and the hyperlink containing the ticket within the email was opened. PayPal also reiterated their explanation of the transaction timings

### **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.

I've looked at the information PayPal have provided following my provisional findings, but it doesn't change my decision. I don't think the screenshots PayPal have sent with their response to my provisional findings show anything different than what they've already provided. It doesn't show that the email sent to Mr W had the actual ticket attached.

PayPal haven't been able to give any further explanation to what I've already considered in regard to the difference in time zones between the UK and Berlin, and how this explains the discrepancy in the transaction timings.

Therefore, I'm not satisfied I have enough evidence to conclude Mr W received the train ticket he purchased using PayPal.

With this in mind, my final decision remains the same as my provisional decision for the reasons I've explained above.

### **My final decision**

For the reasons set out above, I'm upholding Mr W's complaint. I require PayPal (Europe) Sarl et Cie SCA are to refund Mr W £52.50 for the payment of the ticket.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 21 April 2022.

Helen Giles  
**Ombudsman**