

## **The complaint**

Mr Y is unhappy about the way PayPal Europe Sarl et Cie SCA (PayPal) handled two disputes he raised with them.

## **What happened**

Mr Y raised two disputes with PayPal regarding purchases with the same vendor for the amounts £13.68 and £13.29. Mr Y complained to PayPal that the items ordered were significantly not as described (SNAD) and requested a refund. Mr Y returned the items as instructed by PayPal and sent them the tracking information as proof of return.

Mr Y then requested a refund of £17.40 for the cost of the return postage and printing the postage label. Mr Y also feels he has been discriminated against because PayPal have not responded to many of his emails.

PayPal say that they didn't correctly attach the proof of tracking Mr Y sent them - which caused a slight delay in the refunds being issued. But they say that they have now refunded Mr Y both the £13.68 and £13.29 due. PayPal also say that they have acted in accordance with their User Agreement – which states they will not cover the return postage. Mr Y wasn't happy with this, so he brought his complaint to us.

Since our involvement PayPal decided to offer Mr Y £100 in response to his complaint for any trouble and upset caused.

Our investigator considered Mr Y's complaint and all the evidence supplied by both parties and felt that PayPal didn't need to do anything further.

Mr Y was not happy with this outcome, so the complaint has been passed to me for a final 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.

I've considered what both parties have said in relation to the two disputes raised by Mr Y. PayPal have provided evidence to show that they refunded Mr Y £13.68 and £13.29 as the amounts paid for each item. PayPal have also supplied a copy of their User Agreement which clearly 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.”*

So, I don't think PayPal are required to refund Mr Y £17.40 for printing the label and returning the parcel.

Mr Y also complained that PayPal discriminated against him as they have not been replying to his emails. Mr Y provided evidence about his race and current medical condition which he feels is relevant to his complaint.

Discrimination is covered under the Equality Act 2010 (Act), so I've thought carefully about what this might mean for my decision.

It's not my role to say whether PayPal has breached the Act, because that's a matter for the courts to decide. I've taken the Act into consideration, as it's relevant law, but I must decide whether PayPal's treated Mr Y fairly in the specific circumstances of his complaint.

I have seen Mr Y's dispute was not resolved as quickly as it could've been, but PayPal have said that this was because they accidentally failed to attach the proof of postage to his case file. Mr Y sent the proof of postage on 18 July 2022, PayPal then emailed him on 19 July 2022 to request the proof of postage again.

On 3 August 2022 Mr Y emailed the proof of postage again and PayPal issued the refund, which I can understand caused him some inconvenience.

Having considered everything, I don't think it is fair to ask PayPal to refund the money Mr Y paid for postage. But PayPal have offered Mr Y £100 for any of the trouble and upset their mistake may have caused and considering the circumstances I think that is fair.

### **Putting things right**

PayPal should pay Mr Y the £100 offered in trouble and upset.

### **My final decision**

PayPal should pay Mr Y the £100 in trouble and upset. I do not think they need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 21 November 2023.

Sienna Mahboobani  
**Ombudsman**