

## **The complaint**

Mrs V complains that PayPal UK Ltd declined her disputed transaction claim.

## **What happened**

On 12 March 2025 Mrs V purchased a flight from Kenya Airways for £1,259.32 using PayPal.

When Mrs V tried to check in online for the flight she was unable to do so. She called the airline and was advised that the flight had been cancelled due to operational reasons.

The airline provided Mrs V with an alternative flight the following day, which she took.

Mrs V contacted PayPal to make them aware of what had happened. She raised a disputed transaction claim on the basis that the item she received was Significantly Not as Described. (SNAD). PayPal asked Mrs V for proof of cancellation. Mrs V wasn't able to provide this because the airline had only told her verbally that the flight had been cancelled and hadn't sent her written confirmation of the cancellation. PayPal declined the claim.

Subsequently, when the airline provided written confirmation of the cancellation, PayPal closed the case.

Mrs V complained to PayPal.

In its final response, PayPal said it had correctly denied the claim because it hadn't received sufficient information/documentation from Mrs V to support the claim. It said it had also noted that a replacement flight had been provided to Mrs V.

Mrs V remained unhappy and brought her complaint to this service. To put things right she wants PayPal to refund her the cost of the cancelled flight.

Our investigator didn't uphold the complaint. He said that the requirements for PayPal's Buyer Protection Programme required the buyer to respond to a request for information and documentation within the time requested (which in Mrs V's case was 3 days otherwise the case could be decided in the seller's favour). The investigator said that PayPal had acted in line with the terms and conditions of the Buyer Protection Programme.

Mrs V didn't agree. She felt that there should be compensation for a 21-hour delayed flight. She said that the airline hadn't provided food or accommodation or compensation. Mrs V said that the airline had offered her a voucher, but she didn't want a voucher and had asked for a cash credit, which she hadn't received.

Because Mrs V didn't agree I've been asked to review the complaint.

## **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 know it will disappoint Mrs V but I agree with the investigators opinion. I'll explain why.

I've reviewed the terms and conditions of PayPal's Buyer Protection Programme. These form part of the User Agreement when a buyer uses PayPal to pay for goods or services.

A transaction made using PayPal may be eligible for PayPal Buyer Protection where an item or service is not as described or not received. It's not in dispute that Mrs V's flight was cancelled, so she didn't receive the flight she had booked and paid for.

The terms and conditions of the Buyer Protection Programme require the buyer to respond to PayPal's request for information/documentation within the timeframe specified. In Mrs V's case, PayPal asked her to provide evidence of the flight cancellation within 3 days. Mrs V wasn't able to do this because she didn't have written confirmation of the cancellation from the airline.

The terms and conditions also state that if a buyer doesn't respond to a request for information within the timescale specified, the case may be decided in favour of the seller (in this case, the airline).

I appreciate that it wasn't Mrs V's fault that she couldn't provide written confirmation of the cancellation from the airline within the 3 days specified by PayPal. I understand her frustration. However, I'm unable to say that PayPal has made an error or treated Mrs V unfairly, because it has acted in line with the terms and conditions of the Buyer Protection Programme.

Having reviewed everything I'm unable to say that PayPal declined the claim unfairly.

I've noted Mrs V's comments about the delayed flight and her wish for compensation. I can see that Mrs V was offered an alternative flight by the airline, which she took the following day. I appreciate that this meant that Mrs V had to wait 21 hours. In certain circumstances it may be possible to claim for compensation and/or hotel and meal expenses from the airline. This is outside of the remit of this decision in the complaint against PayPal but if Mrs V wishes to take matters further in this respect she may find it useful to contact The Centre for Effective Dispute Resolution (CEDR) who handle complaints about airlines.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 13 October 2025.

Emma Davy  
**Ombudsman**