

The complaint

Mr P complains that PayPal UK Ltd failed to recover the cost of a faulty laptop.

What happened

In September 2023 Mr P purchased a laptop direct from the manufacturer, which I will call D. In September 2024 he contacted D as he was encountering some problems with it. The laptop was returned to D and it has said that several components were replaced and then it was returned. Mr P contacted PayPal in November 2024 and it told him that he had raised the issue too late to be covered under its buyer protection regime. It didn't consider if a claim under section 75 Consumer Credit Act 1974 ("s.75") should be considered.

Mr P brought a complaint to this service where it was considered by one of our investigators who didn't recommend it be upheld. She agreed that the claim had been made too late under the buyer's protection regime. She also considered s.75 and concluded that there was insufficient evidence to show that the laptop had an inherent fault. It was possible that there was some other cause for the problems.

Mr P obtained a report, apparently from a local computer shop, which said the laptop did not always power up when the on/off button was pressed, the screen flickered randomly and there were faulty fan issues. Our investigator said she couldn't say these issues had been present at the point of sale.

Mr P asked that his complaint be considered by an ombudsman.

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 have every sympathy with Mr P but I do not consider I can uphold his complaint. I will explain why.

PayPal's buyer protection program "*entitles you reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any. PayPal determines, in its sole discretion, whether your claim is eligible for the Buyer Protection program based on the eligibility requirements as set out in the User Agreement and any information or documentation provided during the resolution process, or any other information PayPal deems relevant and appropriate under the circumstances*".

However, there are time limits for claims to be made which are 30 days from the date of delivery of an order or within 180 days of the date the payment was sent to the seller, whichever is sooner. Mr P raised his claim outside these limits and so PayPal was correct not to pursue a claim.

PayPal said Mr P didn't raise a s.75 claim so it didn't consider one. I find that surprising. I would expect any creditor to bring this option to the attention of its customers. However, I do

not think a claim would have been successful.

This legislation offers protection to customers who use certain types of credit to make purchases of goods or services. Under s. 75 the consumer has an equal right to claim against the provider of the credit or the retailer providing the goods or services, if there has been a misrepresentation or breach of contract on the supplier's part. For s. 75 to apply, the law effectively says that there has to be a

: • Debtor-creditor-supplier agreement and

- A clear breach of contract or misrepresentation by the supplier.

If the product can be shown to have been faulty at the point of sale or to have had an inherent fault such a claim would succeed. I also think that goods should be durable. The issue which Mr P has is that while he has shown there are issues with his laptop we cannot say that these were due to it being inherently faulty. We have no understanding of the cause.

In November 2024 D wrote to Mr P saying: *"I would like to confirm that upon receiving the machine, no damage was noted. The parts were replaced as per the reported issue, and the machine was rigorously tested prior to being returned to you after the repair."*

We are confident that your machine is now operating as expected. However, should you continue to experience the same issue, please do not hesitate to contact us. We will escalate the matter and explore all possible options to resolve it promptly."

It is clear D does not accept there were faults in November 2024. The undated report provided by Mr P was received by this service in September 2025 outlines several issues, but does not say what the cause is. Nor does it give any indication that these faults were present or inherent some two years previously.

So while I agree the laptop has problems I cannot say that these are such that they amount to a breach of contract by D.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 12 November 2025.

Ivor Graham
Ombudsman