

## **The complaint**

Mr K complains about the way PayPal UK Ltd handled his request for a refund.

## **What happened**

The background to this complaint is well known by both parties so I'll only summarise it here.

Mr K placed an order with a retailer for several items in March 2025 costing almost £700 in total. He funded the purchases via his PayPal credit account.

Mr K says he returned three items but didn't receive the expected refund from the retailer, so he contacted PayPal for help. PayPal contacted the retailer. When the retailer defended the claim, PayPal said there was nothing further it could do to help Mr K obtain a refund. Mr K complained but PayPal maintained its position.

Mr K referred matters to us. Our investigator didn't recommend upholding the complaint, so the matter has been passed to me to decide.

## **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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

From what I can see, Mr K says he sent three items back to the retailer in the same package. The retailer said that it only received one item for which it has refunded Mr K. I've reviewed whether PayPal has taken sufficient steps to assist Mr K obtain a refund. Amongst other things, PayPal contacted the retailer and in turn the retailer confirmed it had only received one item. Mr K insists he return three items in the same package. Whilst I very much sympathise with Mr K's situation, I'm satisfied PayPal has acted fairly and reasonably in the way it dealt with his claim for a refund. There isn't sufficient persuasive evidence that all the items Mr K is seeking to claim for were returned to the retailer.

As noted by our investigator, PayPal's Buyer Protection is usually only applicable to cases where a buyer doesn't receive items from a seller or where an item is received but isn't what was ordered. I note what Mr K has said about one item not being the right size. However, I can't see he's been able to provide sufficient persuasive evidence to support his claim in this regard.

I've also considered whether PayPal did enough in terms of seeking to reimburse Mr K for breach of contract under section 75 of the Consumer Credit Act 1974 ('section 75'). Under section 75 a provider of credit (in this case PayPal) can be held jointly liable for breach of contract and/or misrepresentation with the retailer (supplier). But, again, I don't think there is

persuasive evidence that the retailer (and by extension) PayPal should be held liable for a refund due to (for example) a breach of contract here.

In my view, Mr K hasn't provided persuasive evidence of returning all three items. He received a refund from the retailer for the one item that it says it did receive in the one package Mr K sent to it. I appreciate Mr K has tried to obtain more evidence and it isn't disputed that he did send back one package. And I've noted his comments in terms of what steps he thinks PayPal should've taken such as obtaining CCTV footage from the courier or the retailer. However, I'm satisfied PayPal took reasonable and fair steps to try to assist Mr K. And as he wasn't able to sufficiently show he had returned all the items he was seeking to claim a refund for, I don't think PayPal has acted unfairly or unreasonably for not refunding Mr K.

For all these reasons, I'm not upholding the complaint. I know this will come as a disappointment to Mr K.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 9 January 2026.

Yolande Mcleod  
**Ombudsman**