

>> [View all legal agreements](#)

# PayPal Buyer Protection Policy

Last Update: April 29, 2019



## 1. General

The PayPal Buyer Protection protects the Buyer if an item purchased has not been shipped (“**Item Not Received**” or “**INR**”) or if a shipped item is significantly not as described by the Seller (“**SNAD**”); see Section 4. for details.

As soon as the Buyer files a Claim for PayPal Buyer Protection, PayPal will review the Claim and may ask both Buyer and Seller to provide additional information to settle the case.

## 2. Payout

When a Claim under PayPal Buyer Protection is successful, PayPal returns to the Buyer the full purchase price, including shipping costs. If the original payment was made in another currency than Swiss francs (CHF), the payout amount will be in that currency. In the event that we are obliged to make a refund to you under PayPal Buyer Protection for any reason, you agree to receive the refund by way of a funds transfer to your PayPal Account. If the original payment has been funded by credit card, the amount will be charged back to that credit card.

In these cases the refund takes place irrespective of PayPal being able to (re-)claim the payout amount from the Seller.

## 3. Eligibility

In order to qualify for PayPal Buyer Protection in addition to the conditions of Section 5 the following requirements must be met:

### 3.1. Purchase paid with PayPal Services

The Buyer has purchased an item and paid for it using the PayPal Services.

### 3.2. Eligible transactions

Purchases of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licenses), except for the following transactions:

- Purchases of real estate (including, without limitation, residential property),
- Purchases of any interest in a business (including, without limitation, any items or services forming part of a business or corporate acquisition),
- Purchases of vehicles (including, without limitation, motor vehicles, motorcycles, aircrafts, and boats; except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards),
- Purchases of **custom** made items (unless they are claimed to be INR),
- Purchases of goods and services prohibited by the PayPal Acceptable Use Policy,
- Purchases of industrial machinery used in manufacturing,
- Purchases of items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards),
- Personal transactions,
- Gambling, gaming, and/or any activity involving a chance to win a prize,
- Payments made in respect of financial products and investments,
- Payments made to state-run bodies (except for state-owned enterprises) or traders acting on mandates received from state-run bodies,
- Donations,

- Purchases of items which you collect in person or arrange to be collected on your behalf (including at a retail point of sale) and which you claim to be INR,
- Payments made in respect of gold (whether in physical form or in exchange-traded form), and
- PayPal Mass Payments transactions.

### 3.3. Association of PayPal payment with item purchased

The PayPal payment must be directly associated with the item purchased. This means that the payment must be completed either:

- Through "Pay Now" on the eBay website; or
- Via "Send Money" in your PayPal Account which includes the eBay item number; or
- For purchases made outside of eBay: via the "Send Money" tab on the PayPal Website by clicking the "Purchase" tab, or the Seller's PayPal checkout flow.

Other payments that you make outside the above-mentioned payment flows cannot be allocated by us and are thus not covered by PayPal Buyer Protection.

### 3.4. Single payment

You must have made the complete purchase price payment from one registered PayPal Account by means of a single payment (no installments, no down payments, no deposits, no deferred payments).

### 3.5. No violation of PayPal Acceptable Use Policy

The item purchased does not violate the [PayPal Acceptable Use Policy](#).

### 3.6. No recovery from other source

You have not received a recovery for that purchase from another source.

### 3.7. Deadlines

The Buyer must initiate a Claim through the PayPal Resolution Center within 180 days of making the payment through PayPal. The Buyer, must make a Claim within 180 days and must use the PayPal resolution process. This can be done in the PayPal Resolution Center after you have logged into your PayPal Account. Please note that if you agree on delivery times that exceed or are close to 180 days after payment, you may not have a chance to file a Buyer Protection Claim.

In the event the Claim cannot be resolved through the Resolution Center, you may file a Claim under the Buyer Protection in the PayPal Resolution Center within 20 days after initiating the resolution process. This also can be done in the PayPal Resolution Center after the user logged in to the PayPal Account.

## 4. Covered Cases

The Buyer can make a Claim under PayPal Buyer Protection in these cases:

### 4.1. Item Not Received

An item for which shipment has been agreed, you have paid for with PayPal has not been shipped by the Seller or the Seller has not complied with the Seller duties described in this clause 4.1.

PayPal Buyer Protection for items that have not been shipped does not cover items lost in transit. If the seller can provide within the required time frame valid proof of shipment (as described in more detail in the PayPal Seller Protection Policy), or a respective equivalent proving shipment and/or receipt as agreed between PayPal and the seller, PayPal will refuse to grant PayPal Buyer Protection.

Before filing a Claim for PayPal Buyer Protection, the Buyer must allow sufficient time for shipping and delivery of at least one week and try to resolve the dispute by contacting the Seller directly.

### 4.2. SNAD

Below we show a number of examples for items significantly not as described or SNAD.

**Note:** This applies to the condition of the item in which the Buyer has received it irrespective of the condition the item had originally been shipped and this list is not exhaustive:

- The item significantly differs from its item description, e.g. an audio book instead of a print version, a desktop PC instead of a laptop computer, an empty box;

- The actual condition of the item differs significantly from condition as described, e.g. the item has obviously been used instead of being new and sealed;
- The item is unusable but was not mentioned as such in the item description, e.g. important parts or components are missing, the item does not work, or the best before date has expired;
- The item is not authentic, but was not declared as such in the item description, or the item is fake or a pirated copy;
- Part of the amount ordered is missing, e.g. ten golf balls had been paid for, but only four were delivered.

Below a number of examples for items that do **not** qualify as SNAD; this list is not exhaustive.

- The item is defective but was not described as such in the item description: "Device may not work properly", "Parts missing", "The photo shows scratches or defects";
- The Buyer does not want the item anymore after having received it or the item does not meet the buyers expectations, even though it has been described appropriately in the item description;
- The item description is misleading for both parties. For instance, if the item appears to come in a different color than advertised; the Buyer calls it "light green", while the seller states it to be "turquoise".

PayPal decides each case individually by requesting and reviewing documentation to determine whether or not an item is significantly not as described.

#### **4.3. One claim per purchase**

For any PayPal payment the Buyer may only file one single Claim on PayPal Buyer Protection, either when the Seller has not shipped the item or when the item is significantly not as described. You may change the reason for your Claim later on (e.g. if initially you did not receive an item but later on received one that was significantly not as described) via the PayPal Resolution Center or by contacting our Customer Support.

#### **4.4. Coverage of multiple items**

A Claim on PayPal Buyer Protection may cover multiple items, e.g. if the Buyer purchased three items but two don't get shipped. The Buyer may apply for both within one Claim.

#### **4.5. Decision by PayPal final**

PayPal's decision about the Claim on PayPal Buyer Protection is final and may not be disputed. You may not take additional legal actions after a decision is made in this regard against PayPal; your statutory rights remain without limitation apart from the provisions of this PayPal Buyer Protection policy.

### **5. Buyer Responsibilities**

#### **5.1. Timelines**

The Buyer must reply in a timely manner to any questions asked by PayPal in regards to the PayPal Buyer Protection Claim. PayPal will decline the Claim if the Buyer does not provide an answer within the stated timeframe. PayPal may extend this timeframe in case of extraordinary circumstances which are outside the control of the Buyer.

#### **5.2. Return of Item to Seller**

When the Buyer files a Claim for PayPal Buyer Protection because the item received significantly differs from the Seller's item description, the Buyer is required upon request of PayPal to return the item at his own expenses to the Seller or to another person or address as requested by PayPal during the Claim process, as well as to provide appropriate proof of delivery. The proof of delivery needs to contain at least the details required in the PayPal Seller Protection Policy for a proof of delivery of the Seller. PayPal will not request such return if there is the reasonable suspicion that the return of the item would result in a violation of existing law. PayPal reserves the right to request further documentation from the Buyer to support the Claim. The Buyer has to bear any costs that may arise from this request.

### **6. Final provisions**

#### **6.1. Assignment of payment claims**

As of the time of receipt of a payout under PayPal Buyer Protection, the Buyer hereby assigns any claims the Buyer may have vis-à-vis the Seller to PayPal, based on the purchase contract in the amount of the payout amount. For the avoidance of doubt, in case PayPal is fully satisfied after successfully pursuing such assigned claims against the Seller, it will not seek double relief for the same matter under the PayPal User Agreement.

#### **6.2. Availability of PayPal Buyer Protection**

PayPal reserves the right to modify or abandon PayPal Buyer Protection at its own discretion and without naming reasons. In case of abandonment of PayPal Buyer Protection, any open claims will still be processed until a final decision has been reached.

### **6.3. Access to shipping information**

The Buyer grants PayPal the right to access on his behalf shipping information of the shipping service used in order to verify shipping of an item.

### **6.4. Buyer Protection offered either by PayPal or eBay**

PayPal will refuse a Claim under PayPal Buyer Protection in case the Buyer has already been granted a payout in relation to the same purchase in the scope of the eBay Buyer Protection program. Further, you may not file a Claim with PayPal Buyer Protection, if in relation to the same purchase you have already filed a Claim with an eBay Buyer Protection program.

### **6.5. Statutory Rights and Rights under your Purchase Agreement**

The statutory and/or contractual rights of the Buyer and Seller are not affected by the PayPal Buyer Protection and are separate from the PayPal Buyer Protection. PayPal does not act as representative neither for the Buyer, the Seller, nor the recipient of the payment. PayPal only decides on the outcome of a PayPal Buyer Protection Claim. Please note that following the Seller's return policy (if any) can invalidate your potential Claim in respect of the same item under PayPal Buyer Protection in certain circumstances. For instance, if the Seller directs you to (and you proceed to) post the item to an address that does not correspond with our records, we may determine that you have not posted the item back to the Seller in compliance with clause 5.2 above.

### **6.6. PayPal Buyer Protection and chargeback right towards credit card issuer**

The Buyer may either file a Claim under PayPal Buyer Protection or issue a Chargeback towards the credit card issuer. Two payouts are not possible.

PayPal shall deny any claims under the PayPal Buyer Protection if a credit card Chargeback claim has already been filed by the Buyer. This is irrespective of the outcome of a Chargeback claim towards the credit card issuer. Cancelling or denying a Claim under PayPal Buyer Protection does not affect a Chargeback claim towards the credit card issuer. Terms and conditions of the credit card issuer apply. PayPal reserves the right to limit access to the Buyer's PayPal Account or to close that PayPal Account, if the right to file a Chargeback towards the credit card issuer is misused. PayPal also reserves the right to dispute any illegitimate Chargeback cases. The regulations of the respective credit card issuers apply.

It is generally recommended to try resolving any disputes directly with the seller, rather than filing a PayPal Buyer Protection claim; however, please note that if you opt to resolve the issue directly with the Seller, your right to raise a Claim under PayPal Buyer Protection remains subject to the requirements and timeframes set out in clause 3.6. and that it is your responsibility to keep track of these requirements and deadlines.