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PayPal Seller Protection Policy

Last Update: January 30, 2019

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Please note:

The version of this policy marked "Current PayPal Seller Protection Policy" set out immediately below is effective until **April 28, 2019** inclusive.

The version of this policy marked "Updated PayPal Seller Protection Policy" further below will take effect and supersede the Current PayPal Seller Protection Policy on **April 29, 2019**.

CURRENT PAYPAL SELLER PROTECTION POLICY

Last update: April 27, 2017

1. Protection against payment deficits

PayPal protects the recipient of a payment made by a customer (the "Payment Recipient") against a payment deficit resulting from:

- a chargeback or reversal of payment for reason of an "Unauthorised Payment", except for any Unauthorized Payment initiated in an environment not hosted by PayPal; or
- a chargeback or reversal for reason of "Item Not Received" ("INR") by the buyer,

where PayPal receives from you proof that the item was posted in accordance with the requirements set forth in Section 6 below, subject to the further provision of this Seller Protection Policy.

Please read the PayPal Buyer Protection Policy to understand how a Claim against you may arise. If you sell to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your targets buyers are based (the relevant PayPal Buyer Protection policies are available through the drop-down menu at <http://www.paypal.at/agb>) as these policies will apply to you as a Payment Recipient or Seller.

2. Which payments are protected?

All PayPal payments received from buyers for an eligible item purchased with PayPal as accepted payment. Disbursements on eBay made via PayPal are not eligible, as in connection with such disbursements on eBay no Buyer Protection Claims are enforced against the PayPal Account, unless the seller consents in the individual case to a refund. This does not affect the right of PayPal to set off any available funds in the PayPal Account against a negative balance (see Section 5.2 of the PayPal User Agreement).

3. How much protection is provided?

PayPal reimburses the payment recipient the payment amount subject to a chargeback or reversal and waives any Chargeback Fee, if applicable.

- a. For INR Claims which are filed through the PayPal Resolution Center, there is no limit on the number of payments for which you can receive re-imbusement under the PayPal Seller Protection.
- b. PayPal Seller Protection for Unauthorized Payments and for Chargebacks based on the reason of INR will apply unless over the past 30 days
 - the total amount of chargebacks, buyer claims (INR and/or item significantly not as described ("SNAD")), and/or reversals issued against your PayPal Account is equal to or exceeds 1% of the total payment volume received
 - and
 - is equal to or exceeds 100 cases of chargebacks, buyer claims (INR and/or SNAD), and/or reversals.

If you exceed the thresholds as outlined in Section 3b) above, your eligibility for PayPal Seller Protection will be suspended for at least 90 days and payments during this period will not be covered by the PayPal Seller Protection. After such 90 days' period, your PayPal Account may be eligible for PayPal Seller Protection for Unauthorized Payments and INR Claims only if, during a 90 days period your PayPal Account meets the following conditions:

- the total number of Chargebacks, Claims (INR and/or SNAD), and/or Reversals issued against your PayPal Account remained below 1% of the total payment volume received
- and

- below 300 cases of chargebacks, buyer claims (INR and/or SNAD), and/or reversals.

PayPal will notify you by e-mail if your eligibility for PayPal Seller Protection is declined based on the above requirements or if you may be eligible for PayPal Seller Protection again.

4. What happens in case of a Buyer Protection Claim, Chargeback or Reversal, or Claim for Unauthorized Payments?

PayPal will place a temporary hold on the payment received in case a Buyer files a Claim, Chargeback, or Reversal or in case of a Claim for an Unauthorized Payment. The Payment Recipient's disposal of the disputed funds is restricted. If the payment is covered by PayPal Seller Protection, PayPal will release the disputed amount and restore access. If the payment is not covered by the PayPal Seller Protection, PayPal will remove the funds from the Payment Recipient's PayPal Account and return the payment to the Buyer. In addition, the Payment Recipient may be responsible for PayPal's Chargeback Fee, if applicable. PayPal Seller Protection does not apply to Buyer Protection Claims, Chargebacks, or Reversals resulting from the fact that the item is significantly not as described nor for items which are not shipped (e.g. have been picked up or delivered in person). For details of the temporary hold process see clause 10.1d. of the PayPal User Agreement.

5. Eligibility Requirements

PayPal protects the payment recipient if all of the requirements below are satisfied:

- The item sold must be shipped (for example excluding cars, motorcycles, boats, aircrafts) and is a physical, tangible good (for example it may not be a service, download, gift voucher, ticket);
- The transaction must be marked by PayPal as eligible for PayPal Seller Protection in your PayPal Account;
- The seller has shipped the item to the address given on the "Transaction Details" page;
- The Payment Recipient is able to provide a proof of shipment, which complies with the requirements set out in Section 6;
- The Payment Recipient has received a single payment from one registered PayPal Account for the purchase (no partial payment or payment in instalments, no down payments, no deposits);
- The payment recipient responds to PayPal's requests for documentation (such as proof of shipment) and other information that is reasonably required by PayPal to investigate the matter within the time frame given by PayPal;
- You must respect the requirements specified in Section 3 in relation to your PayPal Account.

The following items/cases are not covered:

- Non-tangible goods, services, gift vouchers, airline tickets, downloads, licenses for digital content, and other non-physical goods,
- Vehicles with a motor, especially automobiles, motorcycles, boats and aircrafts,
- Items that cannot be shipped,
- Items picked up by the Buyer,
- Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards),
- Payments made in respect of financial products and investments,
- Donations,
- Payments made in respect of gold (whether in physical form or in exchange-traded form),
- PayPal Mass Payments transactions.

6. Proof of shipment

The Seller must prove shipment of the item vis-à-vis PayPal by online or physical documentation, which fulfills the following requirements:

- Confirmation that the item has been shipped and date of postage;
- The recipient's address (as given in the Transaction Details);
- Official acceptance by the shipping company (for example a receipt or online tracking information which enables PayPal to trace the shipping).

7. Additional requirements in case of Item Not Received

For the payment recipient to be covered by PayPal Seller Protection in case of Item Not Received, the seller must ship the item within 7 calendar days after receipt of payment. This does not apply to pre-ordered or made-to-order goods that are sold on eBay where shipment is required within the timeframe specified in the eBay item listing, or, if the transaction was made outside of eBay, the shipment policy, or other specification on the Seller's website.

Effective Date: April 29, 2019

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- a chargeback or reversal for reason of **"Item Not Received" ("INR")** by the buyer,

where PayPal receives from you proof that the requirements set forth in Section 6. below have been met, subject to the further provision of this Seller Protection Policy.

Please read the PayPal Buyer Protection Policy to understand how a Claim against you may arise. If you sell to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your targets buyers are based (the relevant PayPal Buyer Protection policies are available through the drop-down menu at <http://www.paypal.at/agb>) as these policies will apply to you as a Payment Recipient or Seller.

2. Which payments are protected?

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3. How much protection is provided?

PayPal reimburses the payment recipient the payment amount subject to a chargeback or reversal and waives any Chargeback Fee, if applicable.

- a. For INR Claims which are filed through the PayPal Resolution Center, there is no limit on the number of payments for which you can receive re-imbusement under the PayPal Seller Protection.
- b. PayPal Seller Protection for Unauthorized Payments and for Chargebacks based on the reason of INR will apply unless over the past 30 days
 - the total amount of chargebacks, buyer claims (INR and/or item significantly not as described ("**SNAD**")), and/or reversals issued against your PayPal Account is equal to or exceeds 1% of the total payment volume received
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If you exceed the thresholds as outlined in Section 3b) above, your eligibility for PayPal Seller Protection will be suspended for at least 90 days and payments during this period will not be covered by the PayPal Seller Protection. After such 90 days' period, your PayPal Account may be eligible for PayPal Seller Protection for Unauthorized Payments and INR Claims only if, during a 90 days period your PayPal Account meets the following conditions:

- the total number of Chargebacks, Claims (INR and/or SNAD), and/or Reversals issued against your PayPal Account remained below 1% of the total payment volume received
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- below 300 cases of chargebacks, buyer claims (INR and/or SNAD), and/or reversals.

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5. Eligibility Requirements

PayPal protects the payment recipient if all of the requirements below are satisfied:

- The item sold must be shipped (for example excluding cars, motorcycles, boats, aircrafts) and is a physical, tangible good (for example it may not be a service, download, gift voucher, ticket);

- The transaction must be marked by PayPal as eligible for PayPal Seller Protection in your PayPal Account;
- The seller has shipped the item to the address given on the “Transaction Details” page;
- The payment recipient provides the requisite proof, which complies with the requirements set out in Section 6.;
- The payment recipient has received a single payment from one registered PayPal Account for the purchase (no partial payment or payment in instalments, no down payments, no deposits);
- The payment recipient responds to PayPal’s requests for documentation (such as proof of shipment) and other information that is reasonably required by PayPal to investigate the matter within the time frame given by PayPal;
- You must respect the requirements specified in Section 3. in relation to your PayPal Account.

The following items/cases are not covered:

- Non-tangible goods, services, gift vouchers, airline tickets, downloads, licenses for digital content, and other non-physical goods,
- Vehicles with a motor, especially automobiles, motorcycles, boats and aircrafts,
- Items that cannot be shipped,
- Items picked up by the Buyer,
- Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards),
- Payments made in respect of financial products and investments,
- Donations,
- Payments made in respect of gold (whether in physical form or in exchange-traded form),
- PayPal Mass Payments transactions.

6. Delivery Requirements

What are the delivery requirements?

	Protection for Unauthorised Payment	Protection for Item Not Received
Postage requirements	For services and intangible items (in countries where such transactions are eligible for PayPal seller protection): Proof of Delivery For all other transactions: Proof of Shipping (minimum) or Proof of Delivery	Proof of Delivery

6.1. What is “Proof of Shipping”?

Proof of Shipping is online or physical documentation, which fulfils the following requirements:

- Confirmation that the item has been shipped and date of postage;
- The recipient’s address (as given in the Transaction Details);
- Official acceptance by the shipping company (for example a receipt or online tracking information which enables PayPal to trace the shipping).

6.2 What is “Proof of Delivery”?

Proof of Delivery for tangible items means online documentation from a postal company that includes all of the following:

- a. A status of “delivered” (or equivalent) and the date of delivery.
- b. The recipient’s address, showing at least the city/county or postcode (or international equivalent).

Proof of Delivery for intangible items and services means any compelling evidence (as determined by PayPal) to show the sale was fulfilled, including but not limited to the following information:

- c. The date the item or service was provided.
- d. The recipient’s address (for instance, email/IP) where applicable.

The Seller must prove shipment of the item vis-à-vis PayPal by online or physical documentation, which fulfills the following requirements:

- Confirmation that the item has been shipped and date of postage;
- The recipient’s address (as given in the Transaction Details);
- Official acceptance by the shipping company (for example a receipt or online tracking information which enables PayPal to trace the shipping).

7. Additional requirements in case of Item Not Received

For the payment recipient to be covered by PayPal Seller Protection in case of Item Not Received, the seller must ship the item within 7 calendar days after receipt of payment. This does not apply to pre-ordered or made-to-order goods that are sold on eBay where shipment is required within the timeframe specified in the eBay item listing, or, if the transaction was made outside of eBay, the shipment policy, or other specification on the Seller's website.

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