

# PayPal's Buyer Protection Program

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When you buy something from a seller who accepts PayPal, you may be eligible for a refund under PayPal's Buyer Protection Program, which terms and conditions are set forth herein and form part of the [User Agreement](#). When applicable, PayPal's Buyer Protection Program entitles you to reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any. You have no automatic entitlement to receive any payments under the Buyer Protection Program.

The Buyer Protection Program does not indemnify you for loss which may be incurred and it is not a contract of insurance.

PayPal determines, in its sole discretion, whether your claim is eligible for the Buyer Protection Program. You may be able to appeal our original decision with us if you have new or compelling information not available at the time of the original determination, or you believe there was an error in the decision-making process. If you are still not satisfied with our determination, you can [make a complaint](#).

**IMPORTANT:** You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal's Buyer Protection Policy does not entitle you to reimbursement for the return shipping costs that you incur.

PayPal's Buyer Protection Policy may apply when you encounter these specific problems with a transaction:

- You didn't receive your item from a seller (referred to as an “Item Not Received” claim), or
- You received an item, but the item isn't what you ordered (referred to as a “Significantly Not as Described” claim).

If you believe that a transaction made through your PayPal account was not authorised by you, this type of claim is different from the Buyer Protection Program, and is described under [Liability for Unauthorised Transactions and Other Errors](#) of our User Agreement.

## QR Code Transactions

If you purchase an item from a seller in-person by using a QR code (for goods and services transactions), your transaction may be eligible for PayPal's Buyer Protection Program.

### **Item Not Received claims**

Your claim *will not* qualify for a refund under PayPal's Buyer Protection Program for an Item Not Received claim if:

- You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller's physical store, except for in-person [PayPal QR code](#) for goods and services transactions; or
- The seller has provided [proof of shipment or proof of delivery](#).

If the seller presents evidence that they delivered the goods to you, PayPal may find in favour of the seller for an Item Not Received claim even if you claim you did not receive the goods.

### **Significantly Not As Described claims**

An item *will* be considered Significantly Not as Described if:

- The item is materially different from the seller's description of it.
- You received a completely different item.
- The condition of the item was misrepresented. For example, the item was described as "new" but the item was used.
- The item was advertised as authentic but is not authentic (i.e. counterfeit).
- The item is missing major parts or features and those facts were not disclosed in the description of the item when you bought it.
- You purchased a certain number of items but didn't receive them all.
- The item was damaged during shipment.
- The item is unusable in its received state and was not disclosed as such.

An item *will* not be considered Significantly Not as Described if:

- The defect in the item was correctly described by the seller in its description of the item.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was described as "used."
- It was listed as used condition and you picked it up in person.

## **Ineligible Items and Transactions**

The following items or transactions **are not** eligible for PayPal's Buyer Protection program:

- Real estate, including residential property
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats, except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards
- Businesses (when you buy or invest in a business)
- Industrial machinery used in manufacturing
- Payments that are equivalent to cash, including stored value items such as gift cards and pre-paid cards
- Payments made in respect of gold (whether in physical form or exchange-traded form)
- Financial products or investments of any kind
- Gambling, gaming, and/or any other activities with an entry fee and a prize
- Donations, including payments on crowdfunding platforms as well as payments made on crowdlending platforms
- Payments to a state-run body (except for state-owned enterprises), government agencies, or third-parties acting on behalf of state-run bodies or government agencies
- Payments to any bill payment service
- **Significantly Not as Described** claims for wholly or partly custom-made items or items picked up in person, except for in-person PayPal QR Code goods and services transactions
- Item Not Received claims for, physical, tangible items you collect in person or arrange to be collected on your behalf. This includes items bought in a seller's store location, except if you paid for the transaction in-person using PayPal QR code.
- Anything prohibited by the **PayPal Acceptable Use Policy**
- Payments made using PayPal's Payouts (formerly Mass Pay).
- Personal payments including payments sent using PayPal's friends and family functionality
- Payments that you have not sent using your PayPal account (e.g. guest checkout transactions)
- Items intended for resale, including single item transactions or transactions that include multiple items

## **Transaction eligibility for PayPal's Buyer Protection Program**

To be eligible for PayPal Buyer Protection you must meet all of the following requirements:

- Have a PayPal account in good standing.
- Pay for the eligible item from your PayPal account.
- Attempt to contact the seller to resolve your issue directly before filing a claim through the PayPal [Resolution Centre](#).
- Your payment is less than \$20,000.
- Respond to PayPal's request for documentation and other information within the time requested.
- Open a dispute in the [Resolution Centre](#) within 180 days of the date you sent the payment, then follow our online dispute resolution process.
- Not have received a recovery or agreed to an alternative resolution related to your purchase from another source.
- You send the item back to the seller only in accordance with our instructions.

### **Our online dispute resolution process**

If you're unable to resolve a transaction related issue directly with a seller, you must follow our online dispute resolution process through the [Resolution Centre](#) to pursue a claim under our Buyer Protection Program. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied:

**Step 1: Open a dispute** within 180 days of the date you made the payment. This might allow you to start a direct conversation with the seller regarding your issue with the transaction that may help resolve the dispute. If you are unable to resolve the dispute directly with the seller, proceed to Step 2. We will place a [hold](#) on all funds related to the transaction in the seller's PayPal account until the dispute is resolved or closed.

**Step 2: Escalate the dispute to a claim** for reimbursement within 20 days after opening the dispute, if you and the seller are unable to come to an agreement, or we will automatically close the dispute. You can escalate the dispute to a claim for reimbursement through the [Resolution Centre](#). The seller or PayPal may also escalate the dispute to a claim at this point PayPal may ask you to wait at least 7 days from the transaction date to escalate the dispute.

**Step 3: Respond to PayPal's requests for documentation or other information**, after you, the seller or PayPal escalates your dispute to a claim for reimbursement. PayPal may require you to provide receipts, third party evaluations, police reports or other documents that PayPal specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

Step 4: **Comply with PayPal's shipping requests in a timely manner**, if you're filing a Significantly Not as Described claim. PayPal may require you, at your expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of shipment.

When proving shipment to us, your documentation must show:

- The date the item was sent.
- An official acceptance by the shipper, such as a postmark or online status. A status that shows the item was delivered to the address on the transaction details page is also acceptable.
- The recipient's delivery address, showing at least the state, city and suburb (or international equivalent).
- If using Australia Post, a receipt showing at least the recipient's suburb, city or postcode (or international equivalent).

Examples include:

- A copy of the shipping receipt or shipping label that includes the delivery address, or
- For Australia Post eParcel customers, a copy of the consignment information page which shows the delivery address and the online tracking code that can be used to confirm delivery, or
- A shipping code PayPal can use online to view the shipping status and delivery address. You can get this from TNT, DHL, FedEx, Skippy Post and other carriers, or
- A receipt issued by the carrier, signed by the recipient acknowledging delivery.

Step 5: **PayPal will make a final decision** (including automatically closing any dispute or claim), in its sole discretion acting reasonably, based on the eligibility requirements set forth above, any additional information provided during the online dispute resolution process or any other information PayPal deems relevant and appropriate under the circumstances. If you are not satisfied with our determination, you may be able to appeal our original decision with us if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process. If you are still not satisfied with our determination, you can [make a complaint](#).

Note that when you are making **Digital Goods Micropayments Purchases**, there are special rules that apply and that include pre-determined thresholds where we may, at our discretion, reverse the transaction without requiring you to take further action. We may limit the number of automatic reversals that you benefit from, but, even if that is the case, you will still be able to follow PayPal's standard dispute resolution processes described above.

## **Dispute with PayPal or your card issuer**

Applicable card chargeback rights may be different than PayPal's Buyer Protection Program.

You must choose whether to pursue a dispute with PayPal under our Buyer Protection Program, or to pursue the dispute with your card issuer. You can't do both at the same time or seek a double recovery. If you pursue a dispute/claim with us and you also pursue a dispute for the same transaction with your card issuer, we'll close your dispute/claim with us. This won't affect the dispute process with your card issuer. In addition, if you pursue a dispute with your card issuer, you cannot pursue a dispute/claim with us later.

If you choose to dispute a transaction with PayPal and we decide against you, you can seek to pursue the dispute with your card issuer later. If PayPal does not make a final decision on your claim until after your card issuer's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer).

Before contacting your card issuer or filing a dispute with PayPal, you should contact the seller to attempt to resolve your issue in accordance with the seller's return policy.