

## **The complaint**

Miss S complains that Santander UK Plc (Santander) is refusing to refund her the amount she says she lost as the result of a scam.

## **What happened**

The background of this complaint is well known to all parties, so I won't repeat what happened in detail.

In summary, Miss S had seen an advertisement for a car she was interested in buying on Facebook marketplace and went to see it.

Having test driven the car Miss S left a deposit of £200 and arranged to collect the car later.

Miss S tells us that she then carried out some research on the car and found it had a category S marker on it and multiple owners. Miss S tells us this was not the description provided by the seller when she left the deposit, so she requested a refund, but the seller refused.

When Santander discussed the complaint with the seller, he explained Miss S had left a non-refundable deposit and had changed her mind when she received an expensive insurance quote.

Having looked at the evidence provided by both Miss S and the seller Santander concluded that Miss S was not entitled to a refund of the deposit she had paid under the contingent Reimbursement Model (CRM) code which is designed to offer protection from scams.

Santander said that it thought there had been a civil dispute between Miss S and the seller, and the code didn't cover that scenario.

Our Investigator considered Miss S's complaint and didn't think the payment was covered under the CRM code either. Miss S disagreed so this complaint 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.

Miss S made the payment she has disputed via transfer. When a payment is made in this way and it turns out to be a scam a level of protection is available under the CRM code, although for a refund to be granted certain criteria must apply. Civil disputes are not considered to be a scam and are therefore not covered.

Miss S feels she has been scammed. She tells us she asked the seller of the car specific questions about the history of the car and that the information provided later turned out to be incorrect.

It's not possible for me to know with certainty exactly what was said at the time Miss S left the deposit for the car but when approached by Santander about the payment the seller explained that Miss S had left a non-refundable deposit and that she changed her mind about buying the car because the insurance quote she received was too high. The seller provided a handwritten receipt for the deposit and a screenshot that appears to show messages between Miss S and the seller about the high insurance quote.

The seller of the car appears to have been a trader at the time the payment was made and responded to Santander's question about the payment.

I would need to be satisfied that a scam took place for me to say that Miss S should receive a refund under the CRM code. In this case it appears that there is a civil dispute between Miss S and the seller rather than a scam.

Miss S had paid a deposit for a car that she has seen in person and was available for sale at the time. The seller appears to have been a trader at the time and has responded to questions Santander has asked.

Miss S feels she should receive a refund based on information she has found after paying the deposit. The seller says the deposit was non-refundable and that Miss S decided not to purchase the car due to high insurance premiums.

With the above in mind, it doesn't appear that the seller of the car set out to scam Miss S from the outset and this is a dispute about whether the deposit Miss S paid should be refunded. This scenario is not covered by the CRM code, so I can't ask Santander to refund this amount.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 15 November 2024.

Terry Woodham  
**Ombudsman**