

The complaint

Miss A complains that Santander UK Plc did not reimburse the payments she says she lost to a scam.

What happened

Miss A found an advert for pedigree kittens online. She paid a £50 deposit to view the kittens and chose one to buy initially. Following a discussion with the seller, Miss A agreed to purchase both kittens for a reduced price of £750. She collected the first kitten and paid £400, which was the cost of the first kitten plus a £50 deposit for the second. Following this, there were issues with the kitten and Miss A's existing pet cat not getting along, and Miss A asked to return it. However, the seller suggested it could take some time for them to get used to each-other.

Miss A had concerns over the certificate provided by the seller that showed the kitten's lineage. She contacted the registering body, who confirmed the parents of the kitten named in the certificate did not have a matching kitten registered under them. In the same conversation, Miss A sent the registering body a picture of who she thought was the mother, and they confirmed the picture did not match the description in the certificate.

Miss A informed the seller of the issues she had found in the certificate and asked to return the cat for a full refund or said she would accept a partial refund to keep the kitten. The seller did not agree to this and confirmed she had purchased the kitten unregistered, as only the breeder could register a cat. The seller became unhappy with the conversation Miss A had with the registering body and pointed out a kitten was not a product, before eventually blocking Miss A.

Miss A attempted to raise a chargeback claim with Santander, but this is not possible for faster payments. Santander issued a final response in which they said this was a civil dispute between Miss A and the seller. The complaint was referred to our service and our Investigator looked into it. They felt there had been a breakdown in the communication between Miss A and the seller, but this was not an indication of a scam. As Miss A received a kitten that she saw in person beforehand, they felt the dispute was around the kitten possibly not being pedigree, but they did not agree this was therefore a scam.

Miss A did not agree with the findings. She referred to a number of regulations which she felt the seller had broken and felt this indicated fraud on their part. As she felt the seller misrepresented the pedigree of the cat with the certificate, this violated UK law and was therefore a scam.

As an informal agreement could not be reached, the complaint has been passed to me for a final decision.

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.

It isn't in dispute that Miss A authorised the payments totalling £450. Because of this the starting position – in line with the Payment Services Regulations 2017 – is that she's liable for the transactions. But she says that she has been the victim of an authorised push payment (APP) scam.

Santander has signed up to the voluntary Lending Standards Board's Contingent Reimbursement Model ("CRM") Code, which provides additional protection to scam victims. Under the CRM Code, the starting principle is that a firm should reimburse a customer who is the victim of an APP scam (except in limited circumstances). But the CRM Code only applies if the definition of an APP scam, as set out in it, is met. I have set this definition out below:

...a transfer of funds executed across Faster Payments...where:

(i) The Customer intended to transfer funds to another person, but was instead deceived into transferring the funds to a different person; or

(ii) The Customer transferred funds to another person for what they believed were legitimate purposes but which were in fact fraudulent.

The CRM Code is also explicit that it doesn't apply to private civil disputes. The wording in the code is as follows:

"This Code does not apply to:

b) private civil disputes, such as where a Customer has paid a legitimate supplier for goods, services, or digital content but has not received them, they are defective in some way, or the Customer is otherwise dissatisfied with the supplier."

I've therefore considered whether the payment made to the seller falls under the scope of an APP scam as set out above. Having done so, I don't agree that it does. I'll explain why in more detail.

I've firstly considered what Miss A did receive and what she expected to receive. Unfortunately, the original online advert is no longer available, but Miss A has said she was expecting to receive a pedigree British Shorthair kitten. Before purchasing the kitten and placing a deposit for the second, Miss A visited the home of the seller and viewed the kittens to ensure they were what she wanted. It therefore appears Miss A was satisfied with the kittens and wanted to purchase them.

It was only after the first kitten she took home had issues with her existing cat that Miss A began contacting the governing body to look into the pedigree papers she had been given. I have seen the communication between the governing body and Miss A and I can see they confirmed there was no kitten of the same description registered against the parents mentioned on the pedigree papers. However, the seller appeared to have already confirmed the kitten was not registered with the governing body, but this does not necessarily mean the named parents on the papers did not match the kitten's parents. Though I do acknowledge that the governing body said they did not think the mother in the picture provided by Miss A matched the colouring of the mother stated in the pedigree papers.

While I acknowledge it is possible there is a discrepancy in the pedigree papers, it is not clear if the seller was aware of this and therefore intentionally sold Miss A a non-pedigree British Shorthair kitten. In any event, I have to acknowledge that Miss A viewed the kitten,

was satisfied she wanted it and agreed to purchase the kitten, which does appear to be the breed she expected. I therefore think this is a civil dispute between Miss A and the seller, as she has received the goods she expected, however Miss A is dissatisfied with the supplier as there may be an issue with the pedigree papers.

I also have to acknowledge that Miss A went to the home of the seller, which is not the typical behaviour of a scammer. Normally, a scammer prefers to stay anonymous and often a consumer will not receive any goods at all. I can also see that the seller did continue to communicate with Miss A for some time after she raised concerns about the pedigree papers. However, the relationship began to slowly breakdown until eventually the seller blocked Miss A from communicating with her. I don't think it was unreasonable that the seller took these steps as it seems the two parties were not going to agree, and I don't think this indicates the seller was a scammer as Miss A has suggested.

I appreciate Miss A paid £50 deposit for the second kitten, which she never received. Firstly, I note this was a non-refundable deposit so even if Miss A had changed her mind, this would not have been due back to her. As explained above, I think there was a breakdown in the relationship between Miss A and the seller, and had this not happened I think it is more likely the seller would have gone on to sell her the second kitten as agreed. I therefore do not think this meets the bar of an APP scam, and instead it is an agreement between a buyer and seller that has fallen through.

I appreciate the time Miss A has taken to reference several UK regulations she feels are relevant, which she says the seller has broken. However, what I have to consider is whether the transactions made fall under the protection of the CRM Code, and whether the situation meets the definition of an APP scam under the Code. Having done so, while I appreciate Miss A will disagree, I do not think the high bar of a scam has been met here for the reasons set out above. I therefore think Santander has acted reasonably when it treated this as a civil dispute and did not reimburse Miss A.

My final decision

I do not uphold Miss A's complaint against Santander UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 21 April 2025.

Rebecca Norris

Ombudsman