

## **The complaint**

R complains that Zempler Bank Limited trading as Cashplus (Cashplus) is refusing to refund it the amount it says was 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, R has explained that it paid £3,600 to a company I will call "X" for a service in relation to sourcing a property. R says that X did not provide the service that was paid for and lacked in its communication. R says that when it requested a refund from X, X should have complied.

R says that as it has fallen victim to a scam Cashplus should refund the loss.

Our Investigator considered R's complaint and didn't think it should be upheld. R 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.

Not every complaint referred to us and categorised as a scam is in fact a scam.

Whilst customers who feel they have not received a promised service and regard the acts or omissions provided by a business as fraudulent, they do not necessarily meet the high legal threshold or burden of proof for fraud, i.e. dishonestly making a false representation and/or failing to disclose information with the intention of making a gain for himself, or of causing loss to another or exposing another to the risk of loss (Fraud Act 2006).

In simpler terms, some merchants may have used sales and promotional methods that could be seen to be unfair by consumers - but this does not always amount to fraud.

In this case I can see from the available evidence that X was, and still is a trading business, and has been trading in some format for several years. It is not common for a business that sets out to scam its customers to operate for several years, or to continue to operate for some time after a scam takes place.

But even if I was to accept that R has fallen victim to a scam I would not be able to ask Cashplus to refund the disputed payment. I will explain why.

Had I accepted that R has fallen victim to a scam the question I would need to ask would be whether Cashplus should have been aware of the scam and intervened when R made the payment. And if it had intervened, would it have been able to prevent the scam taking place.

When R made the payment of £3,600 to X it was being made from a business account to another business account and wasn't of such a substantial value, or to a high-risk payee that I would have expected it to cause Cashplus to have concerns prompting it to intervene. But even if it had intervened, I think R would likely have explained the purpose of the payment honestly, which was that it was related to its own business needs for a service it was expecting to receive, the payment was also being made to a registered company.

Given the information R would have provided I don't think it would have been reasonable to say that Cashplus should then have had any concerns that would have prompted it to warn R about a potential risk.

I don't think Cashplus would have been aware of a scam (if one was taking place), or that R's loss could have been prevented by it intervening when the payment was made.

So, even if I was to say that R experienced a scam when the disputed payment was made, which I'm not saying. I would not be able to say that Cashplus missed an opportunity to prevent that scam, or that it should refund that loss.

Some increased protection was available at the time R made the disputed payment under The Contingent Reimbursement Model Code (CRM). The CRM had the aim of providing customers with increased protection from authorised push payment scams (APP). However, the CRM was voluntary and as Cashplus did not sign up to the code I have not considered whether a refund would be obtainable had it been.

Overall, I don't have enough to say that R has fallen victim to a scam, but even if R had fallen victim to a scam, it would not be reasonable for me to ask Cashplus to refund the loss for the reasons explained above.

In addition to the above I can see that Cashplus provided incorrect guidance to R when R asked it to refund the disputed payment. I have considered What R has told us, and I think that the £50 Cashplus has offered in recognition of its error is reasonable and I won't be asking it to pay anything further.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask R to accept or reject my decision before 5 November 2025.

Terry Woodham  
**Ombudsman**