

The complaint

Mr B is unhappy that Santander UK Plc ('Santander') has decided not to refund the money he lost, to what he believed was an Authorised Push Payment ('APP') scam.

What happened

The background to this complaint is well known to both parties. So, I won't repeat everything again in detail here, but in summary I understand it to be as follows.

In early 2025, Mr B was looking to purchase a campervan. He came across a company, which I'll call 'Company A', advertising a campervan on an online selling platform. Mr B ended up agreeing to purchase the campervan, paying £29,750 on 4 February 2025, through a faster payment from his Santander account. Mr B had also paid £250 to cover petrol costs for transportation. Mr B made payment to the personal account of the director of Company A – whom I'll call Mr W.

The campervan didn't have a habitation certificate which is typically an annual inspection for motorhomes and caravans that verifies the safety and functionality of the living areas, including gas, electrical, water systems, whether there is damp and whether it is fire safety compliant. A habitation certificate ensures compliance with the relevant safety standards and is often required for insurance. Mr B says Mr W couldn't obtain the habitation certificate until April 2025; due to the relevant garage he used being booked up.

Mr B, believing Mr W's testimony that the campervan was in "*mint condition*", and following the images and videos he had received, advised he could obtain the habitation certificate faster and from his local area.

Mr W delivered the campervan and Mr B subsequently had it inspected to obtain the habitation certificate. It turned out it wasn't in as good condition as Mr W had purported with considerable water ingress and damp in multiple areas. And it needed extensive repairs with the estimate totalling around £13,000 for parts and labour.

Mr B informed Mr W and asked for either a full refund or the cost of the repairs to be paid. Mr W advised that he had used the money from the sale to purchase another campervan which he intended to sell and that he would sort things with Mr B. Mr W asked for the habitation report (repair quote). Ultimately, communication broke down and Mr B didn't receive a refund or an amount to cover the cost of the repairs required.

Given what had happened, Mr B considered he had been scammed, as he believed Mr W had fraudulently misrepresented the campervan as being in good condition when it wasn't.

Mr B contacted Santander to report the matter. Santander considered the matter under the Faster Payment Scheme Reimbursement Rules ('Reimbursement Rules').

The Reimbursement Rules require Payment Service Providers (PSPs) such as Santander to reimburse APP scam victims in all but a number of limited circumstances.

Santander concluded the matter was a civil dispute between Mr B and Mr W rather than a scam. As it concluded Mr B wasn't the victim of a scam, it didn't consider it was liable to reimburse him under the Reimbursement Rules.

Unhappy with Santander's response, Mr B referred his complaint to our service. One of our Investigators looked into the complaint and didn't recommend it should be upheld. In summary, our Investigator thought Santander had acted fairly in reaching the decision it had.

Mr B disagreed with the Investigator's opinion and remained of the opinion that he had been scammed.

So, as an agreement hasn't been reached, it 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.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focussed on what I think is the heart of the matter here which is whether Santander acted fairly in its answering of Mr B's complaint. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I'm very sorry to hear of what's happened to Mr B. I can see he feels strongly about what has happened and he didn't receive a campervan in the condition he expected meaning there is additional costs. But having considered everything, I can see no basis on which I can fairly require Santander to refund the money Mr B sent. I can appreciate that this outcome is not the one Mr B was hoping for, and I can understand why he wants to try and recover this money. But having thought about Santander's actions, I am unable to say it has responsibility for refunding the money Mr B sent. I will explain why.

In deciding what's fair and reasonable, I'm required to take into account relevant law and regulations; regulatory rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

The starting position in law is that Mr B will generally be considered liable for authorised payments. It's accepted that he authorised the payment in dispute and so he is liable for it in the first instance.

However, as alluded to earlier, a relevant consideration in this case is the Reimbursement Rules which came into force on 7 October 2024 and apply to all UK-based PSPs.

The Reimbursement Rules put a requirement on firms to reimburse APP scam payments made via the Faster Payments Scheme, in all but very limited circumstances.

And the Reimbursement Rules set out the requirements for a payment to be covered. They state:

"...It must have been made as part of an APP scam (whether to a recipient or for a purpose other than the payer intended);"

An APP scam is further defined as:

“...Where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from the Consumer’s Relevant account to a Relevant account not controlled by the Consumer, where:

- *The recipient is not who the Consumer intended to pay, or*
- *The payment is not for the purpose the Consumer intended.”*

Private civil disputes are also not covered by the Reimbursement Rules. The term private civil dispute is defined in the rules as:

“A dispute between a Consumer and payee which is a private matter between them for resolution in the civil courts, rather than involving criminal fraud or dishonesty.”

Our Investigator wasn’t persuaded that what had happened to Mr B amounted to an APP scam as defined by the Reimbursement Rules.

Mr B strongly disagrees. He feels Mr W has scammed him and fraudulently misrepresented the condition of the campervan, which he says meets the definition of fraud under The Fraud Act 2006.

From what I have seen, although I accept Mr B did not receive a campervan that was in as good a condition as he expected, and it *may* have been misrepresented to him by Mr W, I don’t think I can fairly say that the situation Mr B finds himself in is a scam as defined by the Reimbursement Rules. I think Santander’s conclusion that the payment Mr B made is not covered by the Reimbursement Rules was fair.

Company A was incorporated in 2023, and I can see it has also recently filed accounts. And it seems that Company A/Mr W is still operating, listing motorhomes for sale online. It appears that Company A usually sells transporter campervans – which is a particular model of a vehicle brand. Mr B has provided a copy of a call recording he had with Mr W after the problems arose in which Mr W explains that, and that selling campervans (as opposed to transporter vans) was a new side venture he was exploring. It seems to me that Mr W purchased a campervan that he considered was in good condition – which he then sold to Mr B, when it wasn’t in as good condition and had issues around water ingress causing damp. Had Mr W sought to obtain the habitation certificate himself prior to selling to Mr B, then arguably the repairs needed, would have been highlighted. Mr W had said to Mr B during the call they had that he considered the campervan was in good condition and he wasn’t aware of the damp as transporter campervans that he usually sells are metal so don’t tend to have that problem.

I am also mindful that Mr W did engage with Mr B about a potential refund or paying the cost of the repairs. But it seems that Mr W had already used the funds he received from Mr B to purchase another campervan which he was trying to sell. It could be that Mr W and/or Company A ran into financial difficulties, or Mr W considered the repair quote Mr B provided him was too high (as Mr W was of the broad opinion the campervan was in a good condition overall), and this led to the breakdown in communication between the parties resulting in Mr W not reimbursing Mr B or covering the repair costs.

There is an argument to say that Mr W ought to have been fully aware from the outset of the requirements of selling a campervan that is in good condition. So, I can understand why Mr B feels Mr W fraudulently mis-represented the campervan, given the cost of the repairs he has been since quoted. And it *may* be that Mr W did misrepresent the condition of the campervan – and Mr W may well have to answer for that. But, despite the possibility of fraudulent misrepresentation, I'm not persuaded that what happened here meets the definition of an APP scam as defined by the Reimbursement Rules – which is "*The payment is not for the purpose the Consumer intended*". This is the test I must apply.

As I've said, I can appreciate why Mr B feels he has been deceived. But I am mindful that Mr B did receive the campervan for the money he paid – so the payment he made was for the purpose he intended. There is no dispute that the campervan exists, as Mr B took possession of it, and I've not seen anything that makes me think Mr W did not have the right to sell it – such as it being a stolen vehicle etc...

Mr B has my sympathies, in that he purchased a campervan that wasn't in the condition he expected. But here I am considering whether it was fair for Santander to decline reimbursing him under provisions of the Reimbursement Rules. Based on the evidence available I'm satisfied Santander acted fairly in declining reimbursement, as I'm not satisfied the payment Mr B made meets the definition of an APP scam. And the concerns Mr B has around the condition of the campervan he received, and whether he is due a refund or whether Mr W needs to cover the costs of any repairs, amount to a civil dispute between the two parties which need to be settled through alternative methods. I also can't see any other grounds on which I could say that Santander should fairly and reasonably bear the responsibility for refunding Mr B.

My final decision

For the reasons explained, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 March 2026.

Matthew Horner
Ombudsman