

The complaint

Mr F complains that Zempler Bank Limited won't refund the money he lost when he was the victim of a scam.

What happened

In August 2025, Mr F was looking to rent a property and saw one he was interested in listed online. He contacted the landlord to arrange a viewing and then met the landlord and viewed the property in person. And after receiving information to confirm the landlord owned the property, Mr F agreed to rent it and made a number of payments to the landlord's account to pay a holding deposit, security deposit and the first months' rent.

I've set out the payments Mr F made from his Zempler account below:

Date	Amount
15 August 2025	£500
17 August 2025	£2,000
17 August 2025	£2,000

Unfortunately, shortly after the payments were made, Mr F says he received a text message from the online listing website saying that the listing had been fraudulent. And as the landlord then also stopped responding to him, Mr F felt he had been the victim of a scam and reported the payments he had made to Zempler.

Zempler investigated but didn't agree to refund the payments Mr F had made. It then also gave Mr F notice that it intended to close his account. Mr F wasn't satisfied with Zempler's response, so referred a complaint to our service.

One of our investigators looked at the complaint. They didn't think the available evidence was sufficient to say that Mr F had been the victim of a scam. And they said Zempler had the right to close his account in this way. Mr F disagreed with our investigator, so the complaint has been passed to me.

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.

Should Zempler have to refund the payments Mr F has complained about?

There are certain activities banks are expected to carry out to try to protect their customers from falling victim to scams, and certain protections in place for customers who do fall victim to scams. But before our service considers whether a bank has done enough to protect its customers or should be required to refund them, we must first be satisfied that a customer has been the victim of a scam and has suffered a loss.

I appreciate that Mr F has sent us evidence of his correspondence with the landlord, as well as copies of the invoice and proof of ownership he was sent and the text message he received from the listing website. And I can assure him that I've carefully reviewed all the evidence he has sent us, as well as everything Zempler has sent us and information received from the bank the payments were sent to.

But, based on the evidence I've seen, I'm not satisfied I can safely conclude that Mr F has been the victim of a scam, or has suffered loss as a result of the payments he has complained about here.

And so I don't think it would be fair to require Zempler to refund the payments he has complained about.

Was Zempler entitled to close Mr F's account?

The terms and conditions of Mr F's account state that Zempler may end the agreement for any reason by giving him 90 days' notice in writing. And, from what I've seen, Zempler appears to have given him notice in line with these terms before closing his account.

So, as Zempler has acted in line with its terms and conditions in closing Mr F's account, I don't think it has acted unreasonably and I don't think it would be fair for me to require it to pay any compensation or do anything further.

I appreciate that Mr F would like a more detailed explanation for why his account was closed. But Zempler's terms and conditions don't require it to give any further explanation, and so I cannot require it to do so.

I sympathise with the position Mr F has found himself in. But I can only look at Zempler's responsibilities here and, for the reasons I've explained above, I don't think it would be fair to require it to refund the payments he has complained about or take any further action here.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 December 2025.

Alan Millward
Ombudsman