

## The complaint

Mr P complains that Santander UK Plc (Santander, hereinafter) hasn't refunded the losses he's incurred when he says he fell victim to a travel agent scam.

## What happened

In May 2024 Mr P purchased flight tickets from a travel agency I'll refer to as T, via faster payment to T's director's account, totalling £3,673. As the flight date approached, T failed to provide the tickets to Mr P, which prompted him to approach the airline directly. The airline company confirmed that the booking was cancelled on the same day it was made, as no payment had been received. Mr P asked for a refund from T, but to no avail. Mr P was then forced to make alternative arrangements to travel, which resulted in him having to pay significantly more for the flights.

T first reassured Mr P that it had lodged a refund request through its ATOL licence, so he would receive a refund that way, but the money never materialised. So, Mr P was forced to take T to the small claims court. Despite several emails confirming a refund would be processed to Mr P's account, he's yet to receive any money from T.

Mr P thinks he was scammed by T and that there was never any intention to book any flights for him, so he reported the matter to his bank, Santander, stating that a refund was due under the Contingent Reimbursement Model (CRM, hereinafter) Code.

Santander refused to refund Mr P on the basis that this appeared to be a civil dispute between him and T, which according to Santander, was a genuine travel agent.

Unhappy with this outcome, Mr P referred a complaint to the Financial Ombudsman Service.

Our Investigator found that there wasn't enough evidence to say that T's intention was to scam Mr P at the time he made the payment to its director's account. As such, no reimbursement rules applied to the transaction and Santander could not be held liable to refund this loss.

Mr P disagreed with our Investigator's view arguing that T was definitely a scam because:

- It misled Mr P into thinking the booking had been made and when Mr P enquired with the airline company it was clear that a payment for his booking had never been received.
- The interpretation of the CRM Code had been applied too narrowly by our Investigator, and the fact that T had operated legitimately for a time didn't preclude it from having become a scam.
- Our investigator was wrong when they found that the inaccurate information T provided was evidence of poor customer service, when it was instead evidence of dishonest deception with the purpose of delaying Mr P from taking steps to obtain a refund.

- The evidence Mr P submitted is enough to find that T was acting dishonestly due to its failure to provide the tickets and proactively notify Mr P of the booking cancellation, and because it gave misleading reasons as to how that happened.

In light of this disagreement, I have been asked to review everything afresh and reach a decision on the matter.

### **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 focused on what I think is the heart of the matter here. And if there is a submission or point that I've not addressed, it isn't because I've ignored it. 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.

Where the evidence is incomplete, inconclusive, or contradictory, I must make my decision on the balance of probabilities – that is, what I consider is more likely than not to have happened in the light of the available evidence and the wider surrounding circumstances. Santander is expected to process authorised payment instructions without undue delay. But as a bank, it also has long-standing obligations to help protect customers from financial harm from fraud and scams.

But any reimbursement, whether under a scam reimbursement scheme such as the CRM Code, or in consideration of other industry guidance and best practice, would be reliant on finding that the customer had been the victim of a scam.

Reimbursement would not be due where the evidence shows that the customer instead has a civil dispute with the party they paid, for example in circumstances such as where a customer has paid a legitimate supplier for goods or services but has not received them, they are defective in some way, or the customer is otherwise dissatisfied with the supplier.

A civil dispute may include scenarios where agreements were not fulfilled and there is a breach of contract, which may also arise as a result of a firm failing and winding down its operations.

I've therefore considered whether Mr P was the victim of a scam when making a payment to T's director on 15 May 2024. The bar to prove that a scam has taken place is a high one, the evidence would therefore need to be convincing. Even more so in a scenario where the allegation is that the firm was a legitimate supplier to begin with, which later turned into a scam, which is what Mr P is alleging here.

In order to conclude that the payments Mr P made were part of a scam, I'd need to be reasonably satisfied, from the available evidence, that T and its director set out to defraud him from the start, and, specifically, about the purpose of the payment.

It follows that I would need to be persuaded that, at the time of Mr P making the payment to T, the intentions of the parties surrounding the payment didn't match. So, whilst Mr P was intending to send the funds for the purpose of paying for flight tickets, the evidence would

need to show that, most likely, on the other hand, T didn't intend to receive the funds to provide said tickets.

Our service isn't able to investigate and interrogate T and its director directly about what his intention was at the time of receiving Mr P's payment, so, as I've mentioned above, I'm relying on the available evidence to make a finding as to what is most likely to have occurred at the time of this payment.

Having reviewed the parties' submissions, and given due consideration to Mr P's extensive representations, I don't think that I can safely conclude that T was operating as a scam at the time of Mr P's payment. I say this because:

- T was, for a long time a genuine travel agency. This isn't disputed by the parties and Mr P has confirmed that he was personally recommended to T by a family member who had used it several times before. T was incorporated and had been operating since 2011 and it held an ATOL licence at the time of Mr P's payment. Mr P had also made a successful booking with T just a month before these events. I think this is crucial evidence in the case, since Mr P's assertion is that, at some point, T turned into a scam. But since there is plenty of evidence showing that T operated as a genuine business for a very long time, I think it would be difficult to identify at what point, if any, T's intention towards its customers completely changed and turned into an intention to scam them instead.
- Mr P has argued that the fact T gave him misleading information to explain why his flight booking had not been paid for, meets the high bar to prove that a scam has taken place, especially when coupled with the experience of many other customers who also left negative reviews before and after his payment. However, I'm not persuaded that this argument meets the high bar to prove that a scam has occurred. Firstly, because I would need to be satisfied that Mr P was criminally deceived at the time he was making the payment, and not later. So, any statements made by T after the payment had already been made, carry less weight and don't necessarily inform whether any such intention to deceive Mr P was already present at the time of him making the payment.
- Moreover, even if Mr P was given incorrect information at the point of complaining to T and requesting a refund, the fact that the third-party company T used to make the actual bookings had gone out of business suggests that there may be other, non-fraudulent reasons as to why the booking wasn't successfully secured. The evidence suggests there may well have been other parties involved in the process of booking Mr P's flights and therefore it's not possible for me to say with enough certainty whether it was T or the third-party booking company who made a mistake at the time of the payment or failed to notify Mr P when the booking was cancelled.
- I must also take into account that the experience of other customers reporting flights cancelled at short notice or never being booked, which happened around the same time as Mr P's, may have also been affected by the third-party booking company no longer trading. But this isn't to say that T isn't responsible for what has happened, as I recognise it left Mr T significantly out of pocket and in a difficult and stressful situation to deal with. Bearing in mind Mr P's testimony that T became more and more difficult to get in touch with, I've looked for evidence of what may have been going on at the time of these events. My research shows that T no longer has a viable website, it lost its ATOL licence as of October 2025, and there's an active proposal to strike the company off Companies House's register. All of this leads me to conclude that, most likely, T had started to experience business continuity issues and wind down its operations at the time of these events. And, whilst I can't be certain of the reason why, it's well possible this was linked to financial difficulties T

was experiencing that in turn affected its ability to offer and process refunds to its customers, defend itself in a small claims court, or keep its phone lines open.

- In this respect, whilst I'm sure T's service in the circumstances left much to be desired, I can't say the evidence shows Mr P wasn't able to get in touch with it, as there is evidence he spoke to T's director via text, and the written correspondence shows he was able to contact T's staff both on the phone and via email, albeit with some difficulty.
- I've also considered Mr P's representations that he felt pressured to make the payment via faster payment to T's director's account. Having reviewed his chats with him at the time of the payment and the month before it, I'm afraid I can't agree there's any evidence of that. I also note that the director gave Mr P a plausible explanation as to why he couldn't take a card payment momentarily, due to the card terminal not being live. So, I'm unable to conclude, based on the evidence, that T's director asked Mr P to pay via faster payment with the intention to deceive him. I also note that for the previous booking – which was successful – Mr P asked the director if he would miss out on the holiday deal if he was to wait for the card terminal to go live, at which point the director reassured him he could pay later and that the deal's price was unlikely to change due to it being off season. Having reviewed these interactions and those that took place with T's staff via email, I'm not persuaded they're consistent with a scam operation. I say this because a scammer would never suggest delaying a payment or continue to engage with their victims after being able to seize their funds, and even less so on repeated occasions.
- In an effort to try and corroborate Mr P's allegations that he was scammed, our service has contacted the beneficiary bank to ascertain whether there were any other allegations of fraud being made against T's director's account and to review whether the receiving account activity could give any indication that it was used to scam customers' funds. Whilst I'm limited in the information I can share about the receiving bank statements I reviewed due to data protection reasons, I can confirm that I haven't identified any concerning activity or other information, at the time of Mr P's payment.
- Mr P hasn't reported the allegation to the police or Trading Standards, so there's no live investigation or criminal proceedings evidence I can consider from other statutory bodies with regards to T's activities. From my own research, I haven't been able to identify any proof that any of the people associated with T were convicted of any fraud offences linked to its operations.

I completely appreciate Mr P's frustration at what has happened, as I fully recognise his issues with T and that he is severely out of pocket as a consequence of these events. However, the Financial Ombudsman Service is an independent and alternative dispute resolution service and, as such, we need to conduct our own investigation of the facts to ensure we're fair to both parties to the dispute.

As I've mentioned above, I need to come to my own independent conclusion as to whether the evidence before me is enough to find that, on the balance of probabilities, a scam has occurred in this instance. And, only then I could consider whether Santander should be responsible to refund Mr P.

But for the reasons I've explained, I'm not persuaded the evidence before me is compelling enough to conclude that a scam is the most likely scenario here, so I do not find Santander is liable to refund Mr P on this occasion.

**My final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 April 2026.

Daria Ermini  
**Ombudsman**