

## The complaint

Mrs S complains that Lloyds Bank PLC recorded a CIFAS marker against her for fraud.

## What happened

Mrs S had a bank account with Lloyds. In February 2018, following a large number of unsuccessful chargeback attempts by Mrs S, Lloyds closed her account and recorded a CIFAS marker against her. The reason given was “fraudulent claim – chargeback.” Mrs S complained that this had made it impossible for her to obtain credit, just when she was about to apply for a mortgage. She said she hadn’t tried to do anything fraudulent, she had just not recognised some transactions so she had called the bank. She did not dispute that she owed the money. Lloyds said it hadn’t done anything wrong, so she brought this complaint to our Service.

Our investigator did not uphold this complaint. He said that it was not unreasonable of Lloyds to expect Mrs S to have recognised the transactions, so it had been entitled to record the COFAS marker. Mrs S asked for an ombudsman’s decision.

## What I’ve decided – and why

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I would completely understand if Mrs S had not recognised one or two transactions and had asked the bank about them, only to realise her mistake later on. But Mrs S actually raised 18 chargeback claims between November 2017 and February 2018, a period of four months. That does seem excessive to me. So I can understand why Lloyds thought that this was not just 18 innocent mistakes, but was worth reporting to CIFAS. On balance, I think that was a reasonable thing for it to do.

I could just stop there. But in one of the chargebacks she raised, which was for the deposit on a holiday booking with a travel agency, Mrs S wrote this in an email:

“I have spoke to [the agency] in the past but have never decided to book anything, I have spoken to them and they said they are not refunding me. I have not ever signed anything, or ever told them to take any payment from my account.”

In response to the chargeback, the agency provided clear evidence that Mrs S had booked a holiday for herself and her boyfriend (who is now her husband) and had paid a deposit. The booking had been made using Mrs S’s contact details, including her email address which was the same address she used to raise the chargeback. So it’s not surprising that Lloyds concluded that she had tried to mislead it. I agree with Lloyds’s decision.

## My final decision

So my decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 6 July 2020.

Richard Wood  
**Ombudsman**