

## **The complaint**

Mr A complains that TSB Bank plc recorded a CIFAS marker against his name. He says this meant he couldn't apply for an account elsewhere and that his insurance company cancelled his car insurance, so he couldn't drive. CIFAS is one of the UK's fraud alert services.

The complaint is brought on his behalf by a third party.

## **What happened**

Mr A applied for an account with TSB on 3 August 2019. Although his account was initially opened, TSB closed it after it had carried out a review of the documents he'd provided. Mr A says TSB told him he'd provided a provisional driving licence which it couldn't accept.

But later in the year, Mr A realised TSB had recorded a CIFAS marker against his name. He asked TSB to remove it, but it refused. He complained to CIFAS, but it said TSB had provided evidence that Mr A had used a falsified document when he applied for the account.

Our investigator recommended that the complaint should be upheld. She thought TSB should remove the marker based on the letter provided by the DVLA which confirmed the provisional licence Mr A had used to open the account was genuine. She also thought TSB should pay Mr A £500 compensation.

TSB removed the CIFAS marker. But it didn't agree to pay £500 compensation. It offered to pay Mr A £300.

Mr A initially agreed with our investigator's conclusions. But later, after failing to get a new insurance policy, he felt £500 was not enough to compensate him for the difficulties TSB had caused.

## **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 pleased to see that TSB has now removed the CIFAS marker, accepting the documents Mr A provided had not been falsified. But, because Mr A had an insurance policy cancelled as a direct result of the CIFAS marker, he may face some difficulty in obtaining insurance in the future without being able to provide an explanation. For that reason, I find TSB should write a letter of apology to Mr A, explaining that the CIFAS marker was recorded due to its error.

The CIFAS marker has caused Mr A a great deal of worry, upset and inconvenience. In particular, he has not been able to drive his car because his insurance was cancelled. Mr A provided TSB with enough evidence to show his documentation was genuine by December 2019, but TSB didn't remove the marker until around six months later. In the circumstances I agree with our investigator that £500 is fair and reasonable compensation.

I understand another CIFAS marker was recorded by another bank. I can't comment on that here, as it is the subject of a separate complaint Mr A has brought against that bank. But, unless and until that marker is also removed, Mr A may continue to face difficulties. To clarify, I'm satisfied that TSB has taken the necessary action to remove the marker it recorded and I can't ask it to do anything about any other marker that other parties may have recorded.

### **My final decision**

My final decision is that TSB Bank plc should:

1. Write a letter of apology to Mr A, explaining that the CIFAS marker was recorded as a result of the bank's error.
2. Pay Mr A £500 to compensate him for the distress and inconvenience he's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 October 2020.

Elizabeth Dawes  
**Ombudsman**