

## **The complaint**

Mr A has complained that American Express Services Europe Limited (who I'll shorten to AMEX) registered a marker against him at CIFAS, the national fraud database.

## **What happened**

Both sides are most familiar with the case, so I'll summarise things in brief.

AMEX reviewed Mr A's credit card accounts following activity they found suspicious. They asked Mr A for bank statements, and Mr A provided some. But AMEX found that these had been falsified. They closed Mr A's accounts and registered a marker against him at CIFAS for providing false documentation.

Mr A says he got the statements directly from the bank after phoning them. He disputes the outstanding balance of £1,049 on one of his cards, as a previous letter said there was a 0 balance. He also complained about AMEX misspelling his name on an email, about using a debt collector, and about writing to tell him a merchant dispute hadn't gone through.

Our adjudicator looked into things independently and didn't uphold the complaint. Mr A didn't agree, so the complaint's been passed to me to decide.

## **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.

In order to register this marker, AMEX were not required to prove beyond all reasonable doubt that Mr A had done something wrong. They did need to have reasonable grounds to believe that he'd provided falsified documents, which went beyond a suspicion or concern, and which had appropriate supporting evidence. Having carefully considered everything that both sides have said and provided, I think AMEX did have sufficient grounds to register this marker. I'll explain why.

Mr A may well have asked his bank for help getting statements. But the statements he gave to AMEX were not the same as the ones his bank provided. The technical information shows that the statements had been modified after Mr A downloaded them. There are numerous and significant discrepancies between the statements Mr A provided and his real bank statements, which had the effect of concealing his real account activity from AMEX. Given the nature of these discrepancies, it's not likely or plausible that these were simply mistakes. We also ran the statements by Mr A's bank, who confirmed they'd been falsified.

I'm satisfied that Mr A provided false documentation to AMEX. It follows that AMEX were justified in registering a marker against him at CIFAS. It also follows that they were allowed to close his accounts, which they did in line with the terms and conditions.

Mr A pointed out that his own bank did not register a CIFAS marker. That's because the marker is for providing false documentation. Mr A provided this false documentation to AMEX, rather than his bank. So it makes more sense for AMEX to register the marker, rather than his bank. In any case, AMEX were correct to add this marker.

Mr A also complained that the CIFAS marker made reference to his charge card. But the review – and the subsequent marker – related to all of Mr A's AMEX accounts. So there's nothing wrong with the marker referring to his charge card.

Turning to the balance, I agree that the termination notice Mr A referred to said that his outstanding balance was 0. But it also said that any unbilled or pending transactions may not be included in that outstanding balance and will also need to be paid. There was a pending transaction of £1,049 which was not showing yet at the time of the letter, but did still need to be paid by Mr A. Once that transaction had processed and was no longer pending, AMEX were correct to list Mr A's balance as £1,049. From what I can see, Mr A owes that £1,049 to AMEX and it does need to be paid. This is still in line with what the termination notice said.

As Mr A has an outstanding balance with AMEX, it is correct that they report it on his credit file. They are also allowed to employ debt collection agencies to chase Mr A for the money he owes them.

I've looked at the email where Mr A says AMEX misspelled his name. This email was only sent to Mr A, about a dispute of his. It didn't go to anyone else. So I don't see that there was any data breach, nor that any significant detriment was caused to Mr A. I find no good reason to make any award there – this was not an incident of any real significance.

Similarly, I can see AMEX contacted Mr A after his account was closed to let him know that the previous dispute hadn't gone through. They did nothing wrong there. Just because the account was closed, it doesn't mean they couldn't contact him ever again. And it seems right that AMEX let Mr A know the status of the dispute.

So having carefully considered everything that both sides have said and provided, I find that AMEX did not do anything substantially wrong here. They acted fairly in closing Mr A's account, registering a marker against him at CIFAS, and holding him liable for the debt he owes them.

### **My final decision**

For the reasons I've explained, I don't uphold Mr A's complaint.

This final decision marks the end of our service's involvement in the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 August 2023.

Adam Charles  
**Ombudsman**