

## **The complaint**

Mr A is unhappy that Nationwide Building Society incorrectly told him that a CIFAS fraud marker they'd reported against him would expire in March 2024, rather than in July 2025 as is correct.

## **What happened**

Nationwide registered a CIFAS marker against Mr A in July 2019. In March 2023, Mr A was told by Nationwide that the CIFAS marker would expire in March 2024. Mr A later discovered that this was incorrect and that the CIFAS marker would expire in July 2025. Mr A wasn't happy at being given the wrong information by Nationwide and raised a complaint with them.

Nationwide apologised to Mr A for giving him an incorrect expiry date for the CIFAS marker and offered to pay £75 to him as compensation for any frustration and trouble he may have incurred as a result. Mr A wasn't satisfied with Nationwide's response and wanted them to arrange for the expiry of the CIFAS marker in March 2024, in line with what they'd incorrectly told him would happen. So, he referred his complaint to this service.

One of our investigators looked at this complaint. But they felt the response Nationwide had issued to Mr A's complaint, including the apology and offer of £75 compensation, already represented a fair resolution to what had happened. Mr A didn't agree and remained dissatisfied, so the matter was escalated to an ombudsman for a final decision.

## **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.

Mr A feels that because Nationwide incorrectly told him that the CIFAS marker would expire in March 2024, that Nationwide should arrange for the expiry of the CIFAS marker in March 2024, in line with when they'd incorrectly told him that the marker would expire.

I don't agree with Mr A's position on this matter, and I don't feel that the administrative error of providing an incorrect date to Mr A should fairly or reasonably mean that Nationwide should change the expiry date of the CIFAS marker as Mr A would like.

CIFAS markers stay registered against a person for six years. In this instance, the CIFAS marker was registered against Mr A in July 2019. This means that the CIFAS marker will expire six years after July 2019, in July 2025.

Because CIFAS markers stay registered against a person for six years from the date the marker was registered, it was always the case that the CIFAS marker registered against Mr A would expire in July 2025. And this was always the case regardless of any incorrect information about when the marker would expire that Nationwide may have provided to Mr A.

This isn't to say that Mr A hasn't been adversely affected by being given incorrect information about the expiry date of the CIFAS marker. And Nationwide accepted that this

was the case in their response to Mr A's complaint, wherein they apologised to Mr A for what had happened and offered to pay £75 to him as compensation for any trouble or upset the provision of incorrect information may have caused him.

Upon consideration, Nationwide's apology and offer of £75 compensation feels fair to me. And I can confirm that £75 is commensurate with what I might have instructed Nationwide to have paid to Mr A as compensation for providing the incorrect information to him that they did, had they not already offered to do so.

In arriving at this position, I've considered the impact of what happened here on Mr A. This includes the fact that the expiry date of the CIFAS marker was always July 2025, regardless of any incorrect information Nationwide may have given Mr A to the contrary, meaning that Mr A hasn't incurred any form of detriment regarding the expiry date of the marker.

I've also considered the impact that Mr A has incurred here – which is that he was unfairly given an incorrect expectation of when the CIFAS marker would expire. And I've also taken into account the general framework that this service uses when assessing compensation amounts, details of which are on this service's website. And, taking all these factors into consideration, I feel that £75 is a fair compensation amount.

All of which means that while I will be upholding this complaint in Mr A's favour, I'll be doing so only to instruct Nationwide to pay the £75 compensation to Mr A that they've already offered to pay. And I won't be issuing any further instructions to Nationwide beyond this.

I realise this won't be the outcome Mr A was wanting. But I trust that he'll understand, given what I've explained above, why I've made the final decision that I have.

### **Putting things right**

Nationwide must pay £75 to Mr A.

### **My final decision**

My final decision is that I uphold this complaint against Nationwide Building Society on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 August 2024.

Paul Cooper  
**Ombudsman**