

## **The complaint**

Mr K complains Sainsbury's Bank Plc are treating him unfairly in relation to markers that it placed at Cifas, a fraud prevention database.

## **What happened**

A summary of what happened is below.

Sainsbury's received an application for a credit card in September 2023, purporting to be from Mr K. Concerned whether the application had genuinely been made by him and wasn't fraudulent, it sent a letter asking Mr K to contact it to confirm.

Mr K called Sainsbury's in October 2023, to say that he hadn't made the application. Following which, the bank recorded a category 1 false identity marker and a Category 2 victim of impersonation marker. After Mr K provided his contact details, these were also added to the category 2 marker.

In 2025, Mr K contacted Sainsbury's about the markers. He said this was the reason he was being refused credit. He asked that they be removed, explaining that he had indeed made the application in 2023. Sainsbury's gathered further information from Mr K but didn't think it had made an error. It said the markers were only registered because he'd confirmed he'd been the victim of fraud and now he was saying different things. It added that due to the nature of the markers, this shouldn't result in him being declined for credit, though his applications could take longer due to providers needing to carry out additional checks, because he'd said he'd been a victim of fraud before.

Dissatisfied, Mr K came to us. But an investigator didn't uphold the complaint. She noted the circumstances in which the markers had come about; Mr K had said he hadn't applied for the credit card, so someone else must have. Thinking about this and the wider circumstances, she didn't think there was a basis for requiring Sainsbury's to remove the category 1 marker and explained that the category 2 had already fallen off as it's only valid for 13 months.

Mr K didn't accept the outcome. He said he was sure it was this information that was causing him difficulties in obtaining credit and it was important that he could get borrowing because of his circumstances. When an agreement couldn't be reached, the case was put forward for a 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.

I understand Mr K feels strongly about his complaint but having reviewed all the available information, I won't be upholding it. I realise he'll be disappointed with this outcome, so I'd like to explain how I have reached my decision below.

I've listened to the call Mr K made to Sainsbury's in October 2023, where he says he's

received its letter, and didn't apply for the credit card. The call handler acknowledges the information and talks to Mr K about Cifas. Mr K agrees to having his details added. Given this, and the type of markers that were applied, I'm satisfied Sainsbury's didn't make an error. The information was there to warn prospective lenders that Mr K had been the victim of impersonation fraud.

Mr K now says that he did make the application, which seems odd, given he explicitly told the bank that he hadn't. I don't know why he's changed his mind about this but based on the information he gave in 2023, I'm satisfied Sainsburys acted appropriately. One of the markers has already fallen off after 13 months and there would have to be a compelling reason for me to require the other one to be removed before its expiration, but I haven't seen a good reason for that to happen here, particularly noting that Mr K has told Sainsbury's different things.

The information that's been recorded shouldn't result in Mr K being automatically declined for credit. It should prompt prospective lenders to carry out additional checks, because Mr K said he'd been a victim of impersonation fraud before.

I think Mr K should also understand that there are a number of reasons why someone can be declined for credit, for example, a person's ability to manage borrowing and it's of note that he doesn't have any evidence of lenders declining him specifically because of Sainsbury's information either. Overall, I don't find Sainsbury's has approached this complaint unfairly based on the available evidence. This means that I won't be requiring it to do anything more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 12 January 2026.

Sarita Taylor  
**Ombudsman**