

The complaint

Mr F complains that Capital One (Europe) plc recorded a Cifas marker against his name.

What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. In March 2024 Capital One received a credit card application in Mr F's name. The application was declined and Capital One recorded a victim of impersonation marker against Mr F's name.

In September 2024, Mr F contacted Capital One. He says he became aware of the Cifas marker due to the checks around him changing jobs. He confirmed that it was him who'd made the application in March 2024. And whilst he no longer wanted to pursue the credit card application, he did want the Cifas marker to be removed. Ultimately, after reviewing matters Capital One didn't remove the marker and the matter was referred to our Service.

Mr F says he's been negatively impacted which has included being put to additional inconvenience and having account applications declined. He wants the marker to be removed, an apology and compensation. One of our Investigators didn't recommend that the complaint should be upheld. As a very broad summary, he didn't think Capital One had treated Mr F unfairly. Mr F disagrees, he feels he has been discriminated against by Capital One and has asked for an Ombudsman to review his complaint.

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.

Having done so, I'm not upholding this complaint – I've kept my decision to the relevant points to explain why I don't think Capital One need to do more.

Firstly, I'd like to reassure Mr F that the Cifas loading from Capital One about him was a 'protective marker'. The evidence from Cifas that Mr F has provided includes saying that his role in the marker was that of a 'Victim of impersonation'. It's our Service's understanding that such a marker wouldn't impact his ability to apply for accounts or credit. It may just mean that a potential provider might take some additional steps to mitigate the risk of impersonation during their process. So, I'm not persuaded that the marker would've had the impact Mr F describes in terms of impacting his ability to open accounts or that it has caused long lasting damage as he's alleged. If Mr F is unhappy with having had any particular application declined, this is something he should take up with the business involved in the first instance.

Having reviewed the information available to Capital One at the relevant time, I don't think they acted unfairly when loading the marker they did. I think they had sufficient grounds to suspect that the application may have not come from Mr F. Ultimately their actions in doing

so were motivated by attempting to protect him from financial harm. As I've mentioned above, this wouldn't have had an impact on his ability to open other accounts, and I'm not therefore persuaded them doing so caused meaningful detriment to Mr F. I also think that their decision to leave the marker in place when Mr F raised this with them was fair and reasonable.

It's also worth noting that a victim of impersonation marker would fall away after 13 months (which would've been in April 2025). I appreciate Mr F says the marker is still there and has provided some evidence from Cifas which he says supports this. The removal of a marker after the defined period isn't something that Capital One would be responsible for. They aren't required to update Cifas at the end of a marker's duration. So, if it is still showing, I'd suggest Mr F takes this up with Cifas.

Mr F also believes that there is a discriminatory element to what's gone on here. But I'd like to further assure him that I've seen no evidence to support that Capital One's decisions were influenced by any discriminatory or other inappropriate factors. So, this isn't a basis upon which I could fairly criticise the decisions they've taken. I'm also not persuaded that there were service failings by Capital One in their handling of matters to the extent that it would be appropriate to make a compensation award as Mr F would like.

I appreciate Mr F is likely to still be unhappy with the outcome of my decision. And I'd like to remind him that he is under no obligation to accept it. In which case it won't be legally binding, and he would be free to continue his dispute with Capital One through other avenues such as the courts. If this is something Mr F is considering, I'd recommend that he seeks independent legal advice before doing so. But for the reasons I've explained, I'm not persuaded, in the circumstances of this complaint, that Capital One have treated him unfairly. It follows that there isn't a reasonable basis upon which I can require them to do more to resolve this complaint.

My final decision

For the reasons outlined above, 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 F to accept or reject my decision before 22 December 2025.

Richard Annandale
Ombudsman