

The complaint

Mr G complained that MotoNovo Finance Limited gave him incorrect information in relation to a fraud marker.

What happened

As both parties are familiar with the circumstances of this complaint, I've summarised them briefly below.

Mr G tried to acquire a car in 2020 with finance provided by MotoNovo. He was rejected for car finance after initially being accepted.

He later found out that MotoNovo recorded a fraud related marker with CIFAS, the industry fraud database.

Mr G complained about the marker and referred his complaint to the Financial Ombudsman. An ombudsman made a decision that the marker had been applied fairly in August 2022.

In April 2025 Mr G said that MotoNovo told him in 2021 that the marker would be removed after five years. He complained again and MotoNovo agreed it had said five or six years but declined to remove it early.

Mr G referred his later complaint to the Financial Ombudsman. An investigator here considered the complaint but didn't find that MotoNovo had acted unfairly.

Mr G didn't agree. In summary he said:

- MotoNovo didn't tell him that it had reported a CIFAS marker, and he'd only found out in 2021.
- He'd contacted a credit reference agency in 2021, and it confirmed that no marker had been placed.
- He was told that the marker would be reported to CIFAS for five years.
- The final response said five/six years.
- CIFAS said that the marker would remain for five or six years, but it depended on the company in question.
- He didn't want compensation, but he wanted the marker removed.

Our investigator reminded Mr G that he'd already referred an earlier complaint to our service about the application of the marker; and that an ombudsman would only make a decision on his new complaint.

- Mr G responded to say he was disappointed with the whole system as he had to suffer for almost six years.
- Up until that incident and thereon after there hadn't been anything else reported.

- He had tried to contact all the companies he saw fit to look at the matter and resolve it.
- The marker didn't affect anyone other than him, and he'd already suffered a lot not having the ability to obtain any credit.
- He asked for further time so that he could explain his circumstances.
- If he was unsuccessful then he'd just wait until April 2026 when the marker expires and then continue with his life.

As Mr G disagreed with our investigator the complaint was passed to me to make 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.

In considering what is fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and (where appropriate) what I consider having been good industry practice at the relevant time.

I'm sorry to hear that things have been difficult for Mr G since the application of the marker. But although I know this will come as a disappointment to him, having considered all the circumstances, I've reached the same overall conclusions as the investigator for broadly the same reasons. I've read and considered the evidence submitted by both parties, but I'll focus my comments on what I think is relevant. If I don't comment on a specific point, it isn't because I haven't considered it, but because I don't think I need to comment in order to reach what I think is the right outcome. This is not intended as a discourtesy but reflects the quick and informal nature of this service in resolving disputes.

Fraud prevention agencies hold information in a database that can be shared with other financial businesses – so that they can protect themselves and their customers from fraud. Mr G made an application for a prospective regulated credit agreement. That's a type of agreement that I can consider complaints about.

I'm aware from Mr G's contact with us that he's still unhappy about the application of the CIFAS marker in the first place. An ombudsman made a final decision on the application of the marker, and this also included MotoNovo's handling of the matter and the content of the final response. I'm satisfied that Mr G was aware of the complaint and the conclusions the ombudsman reached. So, I'm not looking at that again in my decision.

Given what happened, I have to consider whether the complaint Mr G is currently asking us to deal with is in key respects any different from the issues brought to us previously as set out in our communication.

Having examined all the documentation, Mr G's current complaint to us is about the information that MotoNovo gave in relation to how long the marker would be applied. I think that is a materially different complaint than the one he brought to us earlier.

Mr G's new complaint is that he was verbally told the marker would be removed after five years from when it was first applied. He was disappointed to find that it was still in place after five years. He said he's only recently found out that the marker is still applied. So, what's left for me to decide is whether MotoNovo needs to do anything further if it gave incorrect information.

The difficulty here is there's no clear evidence that incorrect information has been given. MotoNovo said the phone call wasn't available, but even if the advisor hadn't been sufficiently clear about how long the marker was in place, that doesn't mean I can direct MotoNovo to remove the marker now.

Mr G also said that CIFAS told him the marker would be removed after five or six years depending on the organisation that applied it. This implies that MotoNovo might, but didn't have to, remove it after five years. But I've not seen any indication or intention that MotoNovo had agreed to this.

Information freely available on CIFAS' website indicates that markers can be held for up to six years. The duration depends on the specific marker. The specific marker that MotoNovo loaded stays on his record for six years. It was reasonable for MotoNovo to review what happened to see if it could remove the marker at an earlier stage. However, I've not found any evidence that it has made a mistake, which would mean that I can direct it to remove the marker now.

I've also no doubt that the marker will have made managing his finances extremely difficult. But I can't direct MotoNovo to remove the marker even if I had more information about his circumstances and how the marker is affecting him.

I appreciate that Mr G will be disappointed with my decision, but I don't find I have grounds to direct MotoNovo to remove the marker or otherwise compensate him for what has happened.

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 G to accept or reject my decision before 25 November 2025.

Caroline Kirby
Ombudsman