

The complaint

Mr K complains about a fraud marker that was reported in relation to a finance application with AutoMoney Limited trading as AutoMoney Car Finance.

What happened

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

Mr K said he found out that a fraud marker had been reported with Cifas when he applied for a job in February 2025. He complained to AutoMoney that the marker had been applied unfairly as he hadn't applied for finance.

AutoMoney said it was satisfied that he'd made an application through a credit broker in August 2023, and it had met the burden of proof to load the Cifas marker due to falsified documents being supplied.

Mr K referred his complaint to the Financial Ombudsman. He said he'd lost his phone which contained all the documents, and he'd started to receive letters from various organisations which prompted him to contact Cifas. He said that AutoMoney's investigation was biased, he'd been denied a job at a bank and was also victim to a scam where he paid to have the marker removed. He said the situation was affecting his mental health and his job was at risk.

An investigator here reviewed the complaint and said that AutoMoney had met the standard required to report the marker. She didn't uphold the complaint.

Mr K disagreed. In summary he said:

- He'd relocated from Scotland after 14 years due to serious challenges from his former business partner who caused him significant financial, physical, emotional, and mental distress.
- He closed his business and relocated for a fresh start, but his former partner tried to falsely accuse him in order to have him convicted. He said they previously shared the same computer and business contact number. He chose to retain that number in case any issues arose, but he also had access to it and used it for verification with entities such as Companies House. He said he was able to provide the relevant court documents relating to false allegations.
- For personal use he had a separate number which he maintained over 17 years for personal matters. He hadn't changed his password to his email account until January 2025.
- He recently became aware that he had four county court judgements, a Cifas marker, and an outstanding balance with another company. He'd received a letter about penalty points on his licence and noticed numerous credit checks being carried out in his name. He strongly believed that his former business partner was behind these actions, attempting to damage his reputation and livelihood, making it increasingly difficult for him to secure work or run a business.

- He'd experienced similar issues on a recurring basis year after year which had been incredibly stressful and overwhelming, and he'd found it difficult to get support. He'd paid £400 to a company that claimed it could help with Cifas removal only to find out it was a scam.
- He'd tried to obtain legal advice but either been declined or quoted fees that were beyond his reach
- He had never had any points on his driving licence and previously worked in the banking sector. He said he was educated and had always strived to live simply and responsibly. The ongoing stress was severely affecting his health, ability to work and overall wellbeing.
- Mr K said he had a nice car and didn't make the application. He wanted to know the amount of finance and the car it related to.
- Another Cifas marker had been removed after a former employer deposited £600,000 into his bank account, but the matter was resolved.

As an agreement couldn't be reached the complaint was passed to me to make 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.

When considering what is, in my opinion, fair and reasonable, I take into account relevant law and regulations; regulator's rules, guidance and standards; codes of practice; and what I believe to have been good industry practice at the relevant time.

I've read and considered everything both parties said, but I've summarised the key points here. 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 informal nature of this service in resolving disputes.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

AutoMoney hasn't been able to supply a copy of the credit agreement as it was declined. So, I'm not able to answer Mr K's questions about the car or the amount of the agreement. However, that doesn't mean I can't consider his complaint or that I should automatically uphold it. It isn't unusual for some details not to be available if an agreement is declined.

But I can see that the application was intended to be a hire purchase or conditional sale agreement for the supply of a car, and I've no reason to think that this wouldn't have been a regulated credit agreement. In reporting the fraud marker, I think AutoMoney was exercising lender's rights and duties under a regulated credit agreement. That's an activity that the Financial Ombudsman can consider complaints about.

Cifas members, such as AutoMoney, must adhere to the standards set out by Cifas in its National Fraud Database Handbook.

In order for a member to satisfy itself that an adverse loading is warranted in the circumstances, Cifas requires that its members meet certain standards of proof. These include:

- That there are reasonable grounds to believe that a fraud or financial crime has been committed or attempted.
- That the evidence must be clear, relevant and rigorous.

This means that the member cannot load a marker based on mere suspicion. It must have clear and robust evidence to support that a financial crime has been committed or attempted, and that the person it intends to load the marker against had witting involvement in this act. It does not however need to go as far as proving this beyond all reasonable doubt.

In considering this complaint my role isn't to prove that Mr K was guilty of a fraud or financial crime. But rather to look at whether AutoMoney acted fairly and proportionately in reporting the marker. And in the light of the evidence, I've been provided, whether it would be fair and reasonable to remove the marker now.

I've seen the evidence provided by AutoMoney. This confirms that AutoMoney received payslips, a bank statement, and a copy of Mr K's driving licence from the broker in support of a credit application. The application also includes detailed personal information and his address history.

AutoMoney believe that the payslip evidence was falsified but the rest of the information was genuine. Mr K was aware of the information included in the application as he initially contacted Cifas who supplied him with a detailed report, and he's not disputed that any of the details are wrong. He's also accepted that the payslip appears to be falsified. It would be unusual for a third party to attempt to take out an agreement for goods where there was a chance the fraud could be so easily uncovered. So, I think that AutoMoney were right to consider this was a genuine application with some falsified information.

I've considered what Mr K has told us. He initially said that he'd lost his phone, and this must have been used by an unknown party to attempt to take out the agreement as they would have had access to all the documents used in the application. He later told us that he suspects that his email address was hacked by a former business partner, who he's also accused of trying to implicate him in other matters. I'd encourage him to report those concerns to the most appropriate law enforcement agency. I've listened carefully to what he's told us, but I don't have the power to conduct an investigation into these other parties. Our service isn't able to compel witnesses and marshal sworn evidence in the way that a court can.

I note that all the application details that I'm aware of such as name, address, telephone number, and date of birth match Mr K. The application also contained genuine supporting documents and identification. That doesn't definitively show that Mr K made the application but looking at all the evidence I think that is most likely.

I'd also like to assure Mr K that my findings are not intended to accuse him of committing fraud and that isn't my role. The requirement to report the marker is for AutoMoney to retain evidence to show that there are reasonable grounds to believe fraud has been attempted. I can appreciate that Mr K doesn't agree but having considered this evidence, I'm persuaded AutoMoney has demonstrated it met the bar to load a marker against Mr K's name. It follows that I won't be requiring AutoMoney to remove the marker now.

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 17 December 2025.

Caroline Kirby
Ombudsman