

## The complaint

Mr N complains TSB Bank plc has recorded his personal details with Cifas – a fraud prevention database - and won't remove them.

## What happened

On 4 December 2024, Mr N received a payment of £731 into his TSB account. The money was spent over the next two days. On 5 December 2024, TSB received notification the payment was fraudulent.

TSB asked Mr N about the payment. Mr N said the money had been sent to his account as gambling winnings but that he didn't recognise the name of the person the money had been sent from. Mr N told TSB he was no longer in contact with the people involved in the gambling scheme.

TSB decided to close Mr N's account and he discovered it had registered his details with Cifas. So he complained to TSB. TSB responded to say it hadn't made a mistake in registering the fraud marker or closing Mr N's account.

Mr N referred his complaint to our service. An Investigator considered the circumstances. He said, in summary, he thought TSB had registered the fraud marker fairly and was entitled to close Mr N's account under the terms and conditions.

Mr N didn't agree with the Investigator's findings. He said he wanted an Ombudsman to review the complaint. So the complaint was passed to me.

I issued a provisional decision. I've set out my findings again below and they form part of this decision.

## Provisional findings

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*The marker TSB has registered in Mr N's case is a "misuse of facility". In order to record a marker for misuse of facility, TSB must be able to show a number of requirements have been met, including:*

- *There must be reasonable grounds to believe that an identified fraud or financial crime has been committed or attempted.*
- *The evidence must be clear, relevant and rigorous.*

*Here, Mr N's account received a payment which was later reported as fraudulent. TSB contacted Mr N and asked him to provide evidence of his entitlement to the funds. Mr N told TSB he'd received the money as gambling winnings but didn't recognise the name it had been sent from. He said he was no longer in contact with the person involved in the gambling.*

*Mr N told our Investigator that he'd joined a gambling community but that he wasn't expecting any funds. But believed the payment was linked to the gambling community as he'd provided them with his bank details. He explained he was no longer in contact with the community and had deleted all the contact he'd had with them, so couldn't provide anything to us.*

*Mr N has provided slightly differing explanations to both TSB and our service. And can't provide anything to substantiate his contact with the gambling community he says he joined, or his entitlement to the funds. Indeed, he appears to now be suggesting he wasn't expecting any money into his account at all. As Mr N's explanations have differed, it's difficult to rely on his testimony. But, in any event, as Mr N can't provide anything to show he was entitled to the funds received into his account, I don't think, on balance, he was entitled to the money.*

*After the funds credited Mr N's account, several transactions were made which used almost all of them. Mr N disputes making any of those payments and says they were unauthorised. As part of this, Mr N says he wasn't anywhere near where the payments and withdrawals from his account were made. But it's possible for Mr N's account to have been used with his consent by someone else – which would explain how the transactions could have been made if Mr N was somewhere else. These transactions are the subject of a separate complaint. But, in summary, it seems unlikely Mr N wasn't involved in these transactions in some way. And based on what Mr N has told us, it appears likely access to Mr N's account was arranged for the purpose of being able to access the funds that credited the account on 4 December 2024.*

*Overall, Mr N hasn't been able to provide sufficient evidence to support his explanations. In these circumstances, I'm satisfied this means TSB was entitled to register the marker with Cifas. To be clear, I'm not making any finding on Mr N's involvement in the alleged fraudulent payment itself, just that TSB has shown it's registered the fraud marker correctly.*

*Mr N has told us the Cifas marker is causing him distress and financial hardship. I accept Mr N likely has experienced distress and inconvenience as a result of the Cifas marker, but as I've found TSB have not made a mistake in registering it, I can't fairly require it to remove the marker or pay any compensation for the impact it's had on Mr N.*

*Mr N was also unhappy with TSB's decision to close his account. The terms and conditions of the account set out when TSB can close the account with immediate effect. And I'm satisfied, in the circumstances, TSB was entitled to do that here.*

## **Responses to my provisional decision**

Mr N responded to say, in summary:

- He was at work at the time of the disputed transactions following the payment later reported as fraudulent, and so could not have made or authorised them.
- He'd had a Cifas marker before and so wouldn't have done anything to have risked getting one again.
- His explanations had differed not because of dishonesty, but because he was scared, confused and embarrassed.

TSB did not respond by the deadline we set.

## **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.

The transactions that took place after the £731 payment into Mr N's account are the subject of a separate complaint. However, I explained in my provisional decision how Mr N's account could have been used by someone else with his permission – which would explain how he could have been elsewhere at the time they took place. So, I remain satisfied the transactions were unlikely to have been made without Mr N's involvement in some way.

Mr N says he's had a Cifas marker previously and had nothing to gain from this incident – since all the money left his account soon after it was paid in. But whether Mr N gained anything from the activity on his account, the fact remains his account received a payment which was reported as fraudulent, and he is unable to provide sufficient evidence to support his explanations for what happened. So, I still find TSB was entitled to register the Cifas marker.

Mr N has made the point that his differing explanations were not because he was being dishonest, but because he was scared and confused. While that might be the case, the fact remains that Mr N has given differing explanations throughout and, crucially, can't provide sufficient evidence to substantiate what he says happened, particularly in relation to the gambling community. This means it's difficult to rely on his testimony so I don't think what he's now said about this changes things.

Overall, my decision remains that TSB were entitled to close Mr N's account and register a Cifas marker in the circumstances.

## **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 4 December 2025.

Eleanor Rippengale  
**Ombudsman**