

## **The complaint**

Mr O has complained TSB Bank plc wouldn't pay him appropriate compensation after lodging a protective CIFAS marker in his name.

## **What happened**

In 2025 Mr O discovered there was a CIFAS marker lodged in his name. He complained to TSB. They explained they'd received an account application in his name in February 2024. Mr O confirmed he'd never applied for an account with TSB. TSB confirmed there was a protective marker lodged which confirmed that Mr O had been a victim of impersonation.

Mr O brought his complaint to the ombudsman service as he believed this was impacting his ability to open an account. He asked for £500 compensation. He also confirmed that he had applied for the account in February 2024, but due to various health issues had mistakenly misled TSB.

TSB believed that if Mr O had never applied for the account, he didn't have a valid complaint within our jurisdiction rules. Our investigator explained Mr O had a valid complaint, as he had applied for the account.

As it was clear Mr O had misled TSB, our investigator explained there were no grounds for asking TSB to provide him with compensation. He also confirmed that any protective marker should fall away within 13 months of it being lodged, and he understood it had been removed.

Mr O was adamant that he deserved compensation and felt that a CIFAS marker continued to exist. He's asked an ombudsman to consider his complaint.

I completed a provisional decision on 19 December 2025 explaining why TSB should remove all markers if they hadn't done so already. I confirmed that I wouldn't be asking TSB to provide any compensation.

TSB confirmed all markers had been removed.

Mr O disagreed with this outcome and felt our service misunderstood his complaint. Mr O felt that he would have been issued with a bank card if an application had been made and believed he rejected this rather than TSB rejecting him. He strongly felt that compensation should be payable.

I now have all I need to complete my 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.

Having done so, I've reached roughly the same outcome as both our investigator and as I did in my provisional decision. I'll explain why.

Despite Mr O first telling TSB that he'd never applied for an account with them, he subsequently admitted this wasn't the case. I'm unsure why he felt the need to both lie to TSB and initially our service. Nor can I be sure what information – included within the original application to TSB – caused them to be alarmed about what may have been an attempt to make a false application. Neither TSB nor Mr O has explained this to our service.

That said, TSB have stated they were quite within their rights to lodge two markers, as required by the CIFAS rules. These two different markers include:

- A category 1 marker which stays on the database for six years. This confirms the potentially fraudulent application details provided to TSB and is designed to alert other financial institutions to any other applications using that information. This marker may be why Mr O has found it difficult to open other accounts if he has tried to use the same data.
- A category 2 marker which is designed to protect the genuine individual whose details may have been used fraudulently. That's also Mr O in this case. This marker disappears from the database after 13 months. However, in this case it may well have already been removed by TSB once they were aware nobody had tried to impersonate Mr O.

Mr O has said he deserves compensation. For whatever reason, Mr O appears to have made an application for an account with TSB using some – although what is difficult to get clarity about – incorrect data. The result of this action were the markers. I don't believe there's a case that Mr O should be given any compensation.

From TSB's evidence about Mr O's original account application, it appears that his application was rejected because he failed a credit check. If that is the case, there doesn't appear to be any false information within the original application, so it seems that any category 1 marker should also be removed.

TSB has confirmed all markers have been removed so I won't be reiterating my instruction to them to do this.

Mr O is adamant that if he'd applied for an account, he'd have been issued with a bank card and statements, but this never happened. I can only confirm what is clear from the evidence that TSB never accepted his application so no account would ever have been opened. Mr O argues that as he never received any of this material, this is why he didn't recall the application but I'm not sure I follow his logic here. I appreciate his strong feelings that he should receive compensation but I don't believe this would be fair and reasonable as his own actions led to what happened.

### **My final decision**

For the reasons given, my final decision is not to uphold Mr O's complaint against TSB Bank plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 2 February 2026.

Sandra Quinn  
**Ombudsman**