

## **The complaint**

Miss S has complained Nationwide Building Society provided incorrect information to a third party which led to a fraud-related marker being lodged in her name.

## **What happened**

In 2024 Miss S applied for a student loan with a third party (who I'll call S). As part of her application, Miss S had to provide copies of her bank statements. She went to her Nationwide branch and obtained a stamped bank statement dated 12 February 2022 which she forwarded to S.

S asked Nationwide whether this statement was genuine and queried a cash withdrawal of £4,000 made on 14 January 2022. Nationwide appeared to state this was not genuine as they had no record of this transaction. S told Miss S that they were rejecting her loan application. They also decided to lodge a CIFAS marker.

Miss S found this out and complained to Nationwide. Nationwide told her that they'd done nothing wrong. Miss S brought her complaint to the ombudsman service.

Our investigator confirmed that it was S's decision not to offer Miss S a loan and lodge a CIFAS marker. She wouldn't ask Nationwide to do anything further.

Miss S has asked an ombudsman to consider her complaint.

I completed a provisional decision on 15 January 2026. I felt there was sufficient evidence to suggest that Nationwide had given S information about Miss S's statement being falsified. I asked them to provide her £500 in compensation.

Miss S accepted this outcome. Nationwide didn't. They confirmed that Miss S's statement and cash withdrawal were correct and had not been falsified. However, they pushed back against any suggestion they'd said otherwise to S. They subsequently confirmed they'd also not received any request from CIFAS about Miss S's use of her Nationwide account.

I went back to Miss S's representative to confirm that I was unlikely to uphold her complaint based on the subsequent evidence I've reviewed.

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 a different outcome to the one I did in my provisional decision. I'll explain why. I have had cause to review the evidence in full again although part of this decision follows what I said in my provisional decision as some of the facts remain the same.

Miss S has brought her complaint to our service with the assistance of Citizens Advice. I

have taken note of their evidence when coming to my decision.

S declared to Miss S that they'd queried a transaction on her Nationwide statement for a cash withdrawal of £4,000. This was made on 14 January 2022. The evidence states that S told Miss S that their decision not to offer her a loan – and therefore subsequently to lodge a CIFAS marker – was that Nationwide *“reported the transaction to be fraudulent”*.

I've seen a note prepared by a Nationwide senior branch manager following a visit Miss S made to branch after S had come to this decision. I'm satisfied that she was clearly of the view – confirmed by the evidence Citizens Advice has shared – that it was this transaction that caused S to come to their decision to reject her loan application. As S believed this loan application was made fraudulently, S lodged a CIFAS marker.

Nationwide has continually stated to our service that they will not be providing information to us as they won't be discussing the CIFAS marker with Miss S or any third party. Specifically, they have stated *“if bank statements have been involved between us and [S] that is between us only”*.

I have been able to note statements for 12 February 2022 (statement 54). There's a copy stamped by Nationwide as genuine which Miss S provided to S in support of her loan. Nationwide has also provided a copy of that statement to our service as requested. These two documents match. I can't see anything to suggest this wasn't a genuine cash withdrawal.

Miss S's evidence is that she regularly withdrew large amounts of cash from her account as she found this helped her to manage her finances.

After we initially asked Nationwide for their evidence, they stated *“we cannot find anything relating to this on our system which would indicate this was not actioned by us and if had done this it would be on our systems”*. I was at a slight loss to know exactly what this meant. Was Nationwide telling us they had no record of their original contact with S? Or had they provided nothing to S at all? This seems to be what Nationwide also told Miss S, which she took to mean that Nationwide had no record of the £4,000 withdrawal.

Nationwide has provided us with a copy of Miss S's customer records. I can see that on 14 January 2022 Miss S withdrew £4,000 in cash from a specific branch. This was recommended to be authenticated by signature or token. Nationwide accepted authentication by token. These records also back up Miss S's evidence that she regularly withdrew cash from the same branch. Withdrawals of £2,900, £4,000 and £2,000 were also completed in a period between 29 September 2021 and 6 October 2022.

I am in no doubt that Miss S withdrew cash from her branch on 14 January 2022 as confirmed by the statement she provided to S.

I note that despite Nationwide's tone suggesting they were unwilling to provide all the evidence I requested, I have in the end received information from them. None of this shows any request received from S about Miss S, or from CIFAS either.

This led me to re-examine the evidence that S provided to Miss S. This states *“A number of transactions from the Nationwide bank statements were checked and verified through CIFAS, the UK's fraud prevention service. They have confirmed that the transaction, showing a withdrawal of £4,000, on 14 January 2022, did not match your banking records. [S] must therefore conclude that the bank statement is not genuine”*.

I have concluded that this means CIFAS – who has no ability to see Miss S's actual banking

data I should stress – verified this request from S using credit record data and what algorithms would suggest is normal payment behaviour. As Miss S has stated, she made occasional and large cash withdrawals, as this suited her way of financial management. The algorithm wouldn't necessarily recognise this. I believe this is why CIFAS most likely stated this transaction "*did not match [Miss S's] banking records*".

Miss S's representative has provided other evidence. This includes an email dated 13 March 2025 which states "*These bank statements have been confirmed as false by Nationwide*". So apart from the fact, Nationwide has no records to show an interaction with S, I can see no reason why they would confirm they were false, when in fact they are very much correct. I believe S may be using some type of shorthand here as their other correspondence suggests the bank statements were verified through CIFAS.

As I stated in my provisional decision there's no dispute it was S's decision to reject Miss S's application and lodge the CIFAS marker.

I initially felt this decision could only have been made after Nationwide provided incorrect data. However following my further review, I believe S based this decision on what CIFAS confirmed. I think when the term *banking records* is used, what's actually meant is payment behaviour. This may suggest Miss S's actual bank account was reviewed. I don't think this is what happened at all.

As I stated previously, I can appreciate Miss S is keen to be able to apply for a loan with S. She will be able to share this final decision with S. I am sure they will note the decision we have made and accept, as I do, that her cash withdrawals are genuine, and that the bank statements she shared with S were genuine, as Nationwide has also confirmed. Unless S has different reasons for limiting Miss S's access to their service, this should be sufficient for them to realise the CIFAS marker they loaded has no basis in fact. I suggest Miss S uses this decision with CIFAS as well to check the marker gets removed.

I had previously asked Nationwide to provide compensation to Miss S for the significant impact this has had. I am sure she will now be disappointed that I am not doing this. I continue to appreciate what an impact this has all had on her over a prolonged period but am not in a position to ask Nationwide to compensate her when I'm not upholding her complaint despite my sympathy for her position.

### **My final decision**

For the reasons given, my final decision is not to uphold Miss S's complaint against Nationwide Building Society.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 10 March 2026.

Sandra Quinn  
**Ombudsman**