

The complaint

Mr D complains J.P. Morgan Europe Limited trading as Chase recorded a marker against him on a national fraud database. He doesn't think it's treated him fairly.

What happened

Below is a summary.

Mr D received a large payment into his Chase account through a bank transfer in January 2025. However, the payment was later reported to Chase by another bank as being the result of a scam.

Chase restricted the account and requested information to support why Mr D had been entitled to the funds. He provided some information, which included a screen shot of the payment having been sent to him. Chase reviewed this but didn't think it was enough. After requesting some further details, and not getting a response, it completed its review and filed a misuse of facility marker at Cifas, as it believed Mr D had been complicit in receiving fraudulent funds. It also closed the account, sending a letter on 23 January. Mr D found out about the marker and complained in August 2025 that he'd not done anything to cause this. He asked Chase to remove the fraud marker, submitting he'd provided some goods for the payment, and the payer had raised a malicious claim to get their money back.

Chase reviewed the loading with its specialist team, but it didn't think it had made a mistake. Dissatisfied, Mr D contacted us and said the marker was affecting him financially and personally and he wished to challenge the bank's decision because it couldn't be justified. He believed something had gone wrong at its end when he'd given it information to support the payment as he'd never heard back.

One of our investigators gathered some further information and Mr D provided an invoice for the goods he'd sold in relation to private catering. The investigator considered this along with everything else but concluded Chase had enough evidence to load his details onto Cifas and close the account. She didn't think there was enough detail in a chat exchange he'd already submitted and the invoice to show what had been ordered and provided and she was concerned Mr D hadn't given Chase the invoice before. Moreover, she could see Chase had tried to contact Mr D multiple times about the payment and his account. But he hadn't engaged, which was highly concerning.

Mr D disagreed with the outcome. Amongst other things, he said:

- The disputed payment was entirely consistent with the type of legitimate catering jobs he took on.
- He had provided the invoice and the chat confirming prior business with the customer, plus multiple examples of other similar orders.
- The new evidence proves his catering services are genuine.
- Chase did not review his evidence fairly or fully at the time. Their own complaint letter confirmed that the evidence he'd sent "was not passed over in time" before they closed his account and added the marker.

- He was also travelling at the time and did not receive calls/letters.
- He offered more evidence if needed, but Chase did not request anything further.
- The marker was disproportionate and inaccurate. There was no evidence he'd acted dishonestly. The fraud was committed against him by the customer who wrongly reclaimed the money.
- Chase had promised him a callback when he'd complained about the marker but did not follow this up, which showed his appeal was not taken seriously.

The investigator thought about this, but she didn't change her mind. She acknowledged that whilst Mr D had provided information about catering work and orders, it didn't directly relate to the payment that Chase had questioned him about and requested information.

The case was put forward for a decision in line with the second and final stage of our process.

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.

I have read and considered everything that Mr D has provided. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable decision with the minimum of formality. In doing so, it's not necessary for me to respond to every point made, but to concentrate on what I consider to be the crux of the issue. Having done so, I'm not upholding this complaint, and I'll explain why.

Both parties will be familiar with the requirements for recording fraud markers of this nature, so, I'm not going to repeat that here. We passed a copy of the invoice Mr D had provided to Chase, but it told me that this doesn't change its position on things. It's raised several concerns about the invoice.

Chase placed a Cifas marker on Mr D's record because it felt it had enough evidence of account misuse. I've reviewed what happened and I've considered what Mr D has said about what the payment was for. But within the screen shots he's provided, there aren't any details to show that he was selling goods for the amount in question. I can see that he also gave our investigator an invoice, which he'd only just located now but if this was a legitimate business transaction, I'd have expected him to give this to Chase at the time, when it had contacted him. After all, this wasn't an insignificant matter. I've seen the messages that Chase sent to him and these give an invoice as an example. So, it's somewhat alarming that Mr D has only got this now. The invoice is also dated for 2023 and not 2025, which doesn't align with the date of the payment. So, I must question its authenticity. Mr D says he provided repeat services for the person in question, and he has assumed everything was from 2023, because the bank referenced that in its communications with him. But the payment is from 2025, and Chase says Mr D wasn't onboarded as a customer until the end of January 2023, so he couldn't have received incoming payments before then. What Mr D has provided raises some flags and supports Chase's position on the fraud marker.

Mr D says he didn't get some comms or a letter that Chase sent because he was travelling, However, I haven't found this sufficiently persuasive as he clearly got something from Chase because he sent a screen shot of the payment, which for the avoidance of doubt wouldn't be satisfactory. As well as written comms, Chase has also provided details of calls it tried to make to Mr D and I'm not convinced he could have reasonably overlooked these or they wouldn't have gone through to his phone, even if he may have been overseas.

I know Mr D is upset his record has been affected. But I don't think Chase acted unfairly

when it recorded information on the Cifas database and closed the account (for completeness there's provision for that in the account agreement). Overall, I have found Chase had enough rigorous evidence to support its loading and decision to continue to maintain it. Therefore, I won't be requiring Chase to remove the information. I appreciate that my decision will come as a great frustration and disappointment to Mr D. But for the reasons set out above, these are my conclusions and I don't uphold this complaint.

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 D to accept or reject my decision before 18 March 2026.

Sarita Taylor
Ombudsman