

The complaint

Mr S has complained NewDay Ltd, trading as Aqua, lodged a fraud-related marker on the industry fraud database, CIFAS, in his name.

What happened

Mr S understood that his credit card account with NewDay had been closed after a phone call with NewDay. He said he believed this was related to a chargeback claim and credit score issues. In 2025 he discovered there was a fraud-related marker on the CIFAS database in his name which had been placed there by NewDay.

Mr S asked NewDay to remove the marker. He believed he'd been the victim of impersonation by a roommate, who'd raised a fraudulent chargeback claim in his name. NewDay didn't agree with Mr S.

Mr S brought his complaint to the ombudsman service.

Our investigator noted Mr S's evidence that he'd received confirmation from his ex-roommate, and the friend's father, that he'd been the victim of fraud which included using his credit card fraudulently. However, he believed NewDay hadn't done anything wrong. Mr S complained that we'd not reviewed the matter of the CIFAS marker.

Another investigator considered this aspect. She believed the evidence showed that Mr S had most likely lied about the phone call on 11 December 2024 and she was also unconvinced by his supposed affidavit. She felt that NewDay had enough evidence to lodge a CIFAS marker.

After receiving the view, Mr S has asked an ombudsman to review his complaint. He also submitted a further copy of a CIFAS marker relating to the same account misuse in the name of a Mr V.

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 the same outcome as our investigator. I'll explain why.

It is clear what the requirements are prior to lodging a marker. Specifically:

“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.”

NewDay must be able to provide clear evidence that an identified fraud was being committed, and Mr S was involved. This means that they must have more than a suspicion or a concern that Mr S may be involved.

There's also a requirement that NewDay should be giving the account holder an opportunity to explain what was going on.

Mr S – although he disputes it was him – completed a chargeback claim following the purchase of trading activity using his credit card in August 2024. NewDay's main evidence includes the submission they received from the merchant. This was used to support their rejection of Mr S's claim.

Firstly, I note the account with this merchant was in the name of a Mr V. The address and account details don't appear to belong to Mr S. The initial submission to NewDay included the forgery of an invoice which was in the name of Mr S. Mr S now admits that he knows Mr V but has been reticent to explain their relationship or why he was using his credit card to load up a trading account in Mr V's name. I have considered that Mr S was being used by Mr V in some sort of scam but there's nothing to substantiate this.

It's been difficult to get to the bottom of what's been going on here. Mr S has provided well-constructed evidence to suggest his roommate defrauded him. But like our investigator, I'm not convinced this is authentic. As far as I can tell it's something that's been put together using semi-legalistic language. There's no way of being able to identify Mr H who supposedly committed this fraud, or his father.

That said there are phone calls which Mr S initially disputed were his. It's difficult to state without doubt that the voice on the phone call between NewDay and Mr S on 11 December is definitively his. But I think it is most likely. During this call Mr S was told about the CIFAS marker.

Following this, NewDay sent Mr S a final response about the disputed transaction. But he no longer seems to be concerned by this issue and says this is because he's paid the outstanding monies. Since there were at least two transactions on Mr S's September and October 2024 statements, which total well over £900, I'm surprised by this.

I'm also at a loss to explain why a third party would dispute a transaction when any refund would only be made to Mr S. This could have been done to hide any attempt at fraudulent misuse, but it seems rather over-convoluted and could easily be discovered. The time between the submission of the chargeback and the attempt to maintain this story (as late as December 2024) seems unnecessarily long.

I have wondered whether NewDay's actions were hasty in lodging a CIFAS marker since what happened seems so unclear. Particularly whether they had enough evidence to show that Mr S was involved in any fraud.

On the basis that a fraudulent invoice was submitted to NewDay, I believe they had enough evidence. I cannot see why a third party would be providing this evidence.

I have also considered the detailed evidence – including the many pages highlighting existing regulations and guidance which Mr S seems to believe shows he must be innocent of any charge. I'd suggest that this submission – constructed most likely with the assistance of AI – seems to match the fraudulent invoice, and the supposed admission by Mr H of his involvement in what happened.

I believe intent and Mr S's involvement is demonstrated by submission to NewDay of the fraudulent invoice.

In accordance with the rules about lodging a marker, I have no choice but to accept that NewDay acted properly.

On this basis, I don't believe it would be fair and reasonable to ask NewDay to remove the CIFAS marker.

My final decision

For the reasons given, my final decision is not to uphold Mr S's complaint against NewDay Ltd, trading as Aqua.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 February 2026.

Sandra Quinn
Ombudsman