

The complaint

Mr A is unhappy CA AUTO FINANCE UK LTD (CA Auto) has reported a fraud agency marker against him, following an application for a personal contract purchase agreement.

What happened

The parties are familiar with the background details of this complaint – so, I'll only briefly summarise them here. It reflects my role of resolving disputes quickly with minimum formality.

Mr A applied for a personal contract purchase credit agreement with CA Auto in early 2025. He asked for credit of £165,000 towards the cost of a car, using a broker for the application.

CA Auto told the broker Mr A needed insurance ready before it would lend. Mr A provided the broker with an insurance certificate, listing his occupation as "Administration Manager". The broker told Mr A the occupation on his insurance had to match the role he'd provided on the finance application. Mr A says he asked one of his employees to update the insurance certificate. He says his employee sent the new insurance certificate showing his occupation as "Managing Director" and he then provided this to the broker.

When CA Auto received the certificate it says it found evidence to show the document was digitally altered to manually change the job role. CA Auto declined the finance application and loaded a fraud agency marker against Mr A for "False Application – Altered Documents".

Mr A complained to CA Auto, saying the marker wasn't fair as he didn't know his employee had changed the insurance certificate themselves instead of going through the insurer. He said he works in both roles for his company, so the certificate wasn't false. He also said the fraud marker was impacting his personal and business accounts as well as his wellbeing.

CA Auto said it had evidenced the insurance certificate was digitally altered, and Mr A had presented it as a genuine document for the application. It told Mr A he was responsible for the information provided on the application even if someone else sent it. It declined to remove the fraud marker, so Mr A brought the complaint to our service.

Our Investigator didn't uphold the complaint. He said CA Auto had done enough to meet the level of evidence required to load the fraud marker. He added it was proven the certificate of insurance had been altered, and he hadn't seen evidence to suggest it was reasonable to now remove the marker.

Mr A didn't accept the view, insisting he was an innocent party and wasn't aware of the changes to the insurance certificate. He argued there had been no material gain in the change as both job roles are accurate. He also said there was no evidence he had intentionally tried to mislead CA Auto and so it hadn't met the requirements to load the marker. Mr A submitted further evidence, including witnessed statements from himself and his employee and evidence of text messages between him, the employee and the broker.

As Mr A didn't agree with the Investigator's finding, the case was passed to me for a final decision.

Before making my decision, I sent Mr A's new evidence to CA Auto to allow it a fair opportunity to consider it and provide comment. CA Auto said the information didn't change its decision to load the fraud marker. In short, it said the changes to the certificate did make a material difference due to the underwriting risks for each occupation, and this could have resulted CA Auto losing payment for the car if the insurance was invalidated. CA Auto also had concerns about the testimonies provided and the reasons why the insurance certificate had a different occupation on it in the first place.

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 agree with the outcome reached by the Investigator – and I'll explain why.

Mr A has made several detailed points in his complaint. I've considered everything he's said and all the information on the file. But in my decision, I don't intend to refer to everything or address every point made. I mean no discourtesy by this, instead I will focus on what I see as being the key outstanding points following the Investigator's outcome, and the reasons for making my decision.

Requirements to load the fraud marker

CA Auto reported a fraud marker for "False Application – Altered Documents" when it received an insurance certificate that had been digitally manipulated. There are certain standards set out in the National Fraud Database Handbook in order to satisfy members that they can make a loading like this. These standards include:

- There are reasonable grounds to believe that fraud or a financial crime has been committed or attempted.
- Evidence must be clear, relevant and rigorous.
- The conduct of the Subject must meet the criteria of one of the Case Types set out by the fraud agency.
- The Member must have rejected, withdrawn or terminated a product because of fraud, unless the member has an obligation to provide the product or the subject has already received the full benefit of the product.

In short, this means CA Auto can't apply a fraud marker simply because it has mere suspicions of fraud. Instead, it needs to have clear, robust evidence to support a financial crime has been committed or attempted, and that Mr A was wittingly involved. However, I think it's important to stress CA Auto doesn't need to go as far as proving this beyond all reasonable doubt.

Evidence available at the time of the loading

My role isn't to make a finding on whether Mr A has committed fraud, and my decision isn't intended to accuse him of such. I'm only considering whether CA Auto has acted fairly when loading the fraud marker and if it has done enough to demonstrate it met the requirements to do so. Mr A has explained how the marker is affecting him, and I appreciate fraud markers can have serious consequences. I'm sorry to hear Mr A is finding things hard at the moment.

Looking at the evidence available to CA Auto when it loaded the marker, it had received an insurance certificate through the broker with evidence of digital alterations, as part of an

application for finance. CA Auto has demonstrated how the metadata for the document supports it was altered after being created by the insurer.

Mr A has argued that CA Auto hasn't shown he acted intentionally when submitting the document or that the certificate was false. He says he was unaware of the actions of his employee and was an innocent party to the changes. He also says he is listed as managing director and secretary for his limited company, meaning both roles were factually accurate.

However, I've considered that Mr A had a responsibility as the applicant to ensure any information and evidence he provided to the broker or CA Auto was accurate and truthful. I don't think I can fairly say Mr A doesn't have this responsibility anymore if he asked a third party to do something for him as part of the application process.

Also, while I appreciate Mr A says he fulfils more than one role in his company, the document he submitted had been changed so it was no longer the same document provided by the insurer. The broker asked Mr A to send an updated insurance certificate from the insurer's portal, so I think it was clear the occupation had to go through the insurer in order to be changed properly. I don't think it matters on this case that neither occupation was strictly untrue – the key issue here is that the document itself was altered and not a genuine insurance certificate from the insurer.

The altered document meant CA Auto had more than a mere suspicion of fraud or a financial crime being attempted and it had tested the evidence it received from the broker. As Mr A submitted the document and was responsible for its accuracy, I think CA Auto could demonstrate his conduct had met the case type for "False Application – Altered Documents". So, I think CA Auto did enough to support its decision to load the fraud marker at the time of the complaint.

Further evidence on the case

Mr A has now provided further evidence and information about the application, and I've explained that I allowed CA Auto the chance to review this before continuing with my final decision. CA Auto says the evidence doesn't change its position and it won't remove the marker.

The new evidence includes statements from Mr A and his employee witnessed by a solicitor, which Mr A says support his version of events. Mr A also provided text messages between himself and the broker, asking for the insurance certificate to be changed with the insurer. I've also considered any other information Mr A submitted, even if I've not referenced it here directly.

In addition, Mr A provided text messages between himself and his employee. He says these show he forwarded the broker's message to his employee, asking him to "send back" the changed document. Mr A's employee sent the altered document around ten minutes later, and Mr A then forwarded it to the broker two minutes after that. I've considered what these messages show, but also what they don't show. For example, I can't know what other conversations took place outside of these messages and if there were external factors contributing to the actions of Mr A's employee.

I've already explained why I think Mr A had an obligation to ensure the information and evidence he submitted in the application was accurate and truthful – and I've noted here there was a very quick turn for Mr A to receive the new insurance certificate and send it to the broker. I think Mr A reasonably ought to have known to check the document before sending it – especially as his employee sent it over within minutes, while Mr A says he expected it to go through his insurer for changes. So, I think it's reasonable for CA Auto to have concerns about Mr A's actions here.

I've also considered Mr A's arguments that there was no material gain from the change in occupations. CA Auto disagrees with this and says there is a difference in the underwriting risk between the roles, as well as a probable difference in insurance premiums. CA Auto also considers the choice to insure the car under an administrative job role was likely done to secure cheaper premiums, and the different roles likely invalidated the policy.

I agree there's a possibility that the risk associated with the two roles was different, as this is very common in underwriting. While I can't say what this difference might be, I can understand why CA Auto would be concerned about the alteration made after the insurer had issued the certificate. The finance agreement was for an expensive car, with a significant amount of credit being provided. I think it's reasonable for CA Auto to want to ensure the car had full insurance to protect itself from losing a valuable asset – so when there were alterations to the insurance documentation, I can see why CA Auto was very concerned.

But I think it's important I clarify, in any event, that I don't need evidence of a specific material difference to be persuaded CA Auto has fairly loaded the marker. I've found CA Auto has evidence showing a deliberate alteration was made to a document Mr A submitted for the application, and this was done with the intention of getting the finance approved. I don't think the new information Mr A provided to CA Auto changes this.

Finally, I've considered if, based on the overall circumstances, I think it would be fair and reasonable for CA Auto to remove the fraud marker. But, due to the concerns I've set out above, I don't think it's fair for me to request CA Auto do this in the individual circumstances of this complaint. I understand this will be very disappointing for Mr A and I don't underestimate the impact the loading is having on him.

I would remind Mr A that our involvement, if Mr A chooses not to accept the outcome of this final decision, doesn't prevent him from pursuing other ways of resolving the matter.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 March 2026.

Hannah Dunkley
Ombudsman