

The complaint

Mr S complains that Nationwide Building Society unfairly placed an adverse fraud marker against his name.

What happened

As the circumstances of this complaint are well-known to both parties, I have summarised them briefly below.

In October 2021, Mr S applied for an account with Nationwide. As part of that application, he was asked to provide proof of his identity and address.

Nationwide carried out checks on the documents Mr S provided. And those checks revealed some inconsistencies in the utility bill he had given as proof of address. Therefore, Nationwide decided to reject Mr S's application, and it loaded an adverse fraud marker against his name on the Cifas database.

Mr S was unhappy with this, so he raised a complaint. And after looking into that complaint, Nationwide found that it had made no error.

Mr S remained unhappy, so he referred his complaint to our service for an independent review. An Investigator considered the complaint but agreed that Nationwide had made no error.

Mr S continued to disagree, so the matter was passed to me to decide. On 13 January 2026, I issued provisional findings to both parties, setting out how I intended to not uphold the complaint. My provisional findings were as follows:

“Was the recording of the Cifas marker fair?”

One of the relevant considerations here is set out by Cifas: the fraud marker database controller. In its Handbook—which members must adhere to when loading markers—it sets out the burden of proof the member must meet. The relevant standards regarding this complaint are:

1. That there are reasonable grounds to believe that a fraud or financial crime has been committed or attempted.
2. That the evidence must be clear, relevant and rigorous.

My interpretation of these standards is that a member cannot simply load a marker against an individual based on mere suspicion. It must be able to meet a higher bar; in that a customer was likely a witting participant in the alleged conduct.

Nationwide has now provided additional evidence to support its assertion that Mr S provided falsified documentation in support of his application for a bank account. That documentation consists of a utility bill purported to be for the address Mr S had given on his application.

Nationwide has pointed to several features within that bill that appear inconsistent when

comparing it to a legitimate bill issued by that utility provider. I have considered carefully the features it has referred to and concur that these are not consistent with a legitimate bill. This includes, but is not limited to:

- Formatting and layout inconsistencies.
- Grammatical errors.
- Use of historic contact information.

Overall, I'm satisfied that Nationwide has evidenced, with more than mere suspicion, that the document is likely falsified.

Further, as part of my investigation I have given Mr S an opportunity to provide evidence to the contrary of Nationwide's claims. Mr S was requested to obtain and submit:

- A copy of his bank statements showing payments that he'd made to the utility provider.
- A copy of his credit report showing that he'd either held an account with the utility provider or that he had settled his accounts with it.
- Any other correspondence he'd received from the utility provider.

Mr S said that he could not provide bank statements, but didn't provide a plausible explanation as to why he could not obtain them. He also told me that he is not a member of any credit reference agencies, so could not provide any evidence of the accounts he held with the utility provider.

He did however submit two emails he'd received from the utility provider in the same year as the utility bill he'd provided Nationwide. However, one of these emails also contains formatting inconsistencies and information discrepancies. I therefore find them unreliable evidence submissions.

For the reasons I have given above, I am minded to say that Nationwide has met the standards of proof required by Cifas to load an adverse fraud marker against Mr S's name. I therefore don't intend to ask it to remove that marker."

Nationwide didn't respond. But Mr S continued to disagree with the outcome reached and set out his reasons why. As such, I can now issue 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.

Many of the arguments Mr S has made in his response are disagreements to points I have raised in my provisional findings. Mr S contests that the irregularities in the bill he provided to Nationwide as proof of address are unsubstantiated.

I understand Mr S strength of feeling on this matter, but I find it unlikely that a genuine, automated correspondence from a utility company would contain such errors: formatting or otherwise. He has also failed to comment on many of the other discrepancies I have highlighted in my provisional decision, such as customer reference numbers not matching email correspondence he had provided.

Furthermore, it is not for Nationwide to prove to a criminal standard that Mr S has provided fabricated documentation. Cifas only requires that there is a high degree of likelihood that the customer was complicit in the fraudulent conduct.

Here, Nationwide has provided sufficient evidence to support its allegations. And Mr S has not been able to provide any evidence to counter that allegation. In fact, some of the evidence Mr S has provided contains inconsistencies and casts doubt over the reliability of his submissions.

Mr S has provided no further evidence in his response to my provisional decision that would lead me to conclude differently to the provisional findings I have set out. I therefore do not intend to depart from them.

My final decision

For the reasons I have given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 February 2026.

Stephen Westlake
Ombudsman