

The complaint

Mr N complains TSB Bank plc unfairly blocked and closed his accounts, returned funds in his savings account back to the sending bank, and recorded a Cifas marker.

What happened

Mr N held accounts with TSB. In August 2025 a very large sum of money credited his savings account resulting from a bankers draft issued by a bank he also held accounts with (the sending bank).

Mr N has also brought other complaints to our service about the sending bank, which have been the subject of final decisions made by another ombudsman.

TSB received a fraud report from the sending bank about the funds they sent. They blocked Mr N's accounts and asked him for evidence to establish the source of the funds the payment represented. They were not satisfied by what he provided, as it didn't show his entitlement to the funds to their satisfaction. They decided to close his accounts immediately, return the funds back to the sending bank and to record a Cifas marker.

Unhappy with TSB's response to his complaint, Mr N brought his complaint to our service.

Our investigator didn't uphold his complaint. In summary they said:

- Mr N hadn't provided sufficient information to establish his entitlement to the funds and there was sufficient information to record the Cifas marker. They had borne in mind information on his complaints about the sending bank which they had also investigated.
- TSB provided commercially sensitive information which they had treated in confidence that established the account closure was in line with their terms and conditions.

Mr N asked for a final decision, so his complaint was given to me to decide. In summary, he said the money paid into his account came from a valid bankers draft and represented his own funds previously held for over a year in his savings account with the sending bank - he was entitled to the funds. He said he hadn't acted dishonestly and there was insufficient evidence to record the Cifas marker.

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've decided not to uphold Mr N's complaint.

To record a Cifas marker TSB had to have reasonable grounds to believe Mr N had committed a fraud or financial crime. So, they couldn't apply a Cifas marker based only on suspicion without supporting information and evidence of sufficient strength.

But there is a difference between what is needed for a firm to record a Cifas marker and the standard of proof required to convict someone of fraud or another financial crime. The information and evidence do not need to prove Mr N was guilty of a crime beyond a reasonable doubt.

The sending bank clearly had concerns related to fraud about the payment they made to TSB, and they contacted TSB to report the funds.

Mr N says the funds in his sending bank's savings account (which the bankers draft in part represented) were his and they were in that account for some time before it was closed. But I don't find his explanation persuasively evidences his entitlement to those funds. Neither do I find a bank statement showing his balance in the account prior to it being closed persuasive evidence to allay TSB's concern.

Based on all the information I have seen, including relevant information about the payment provided by the sending bank on his other complaints, I'm satisfied the evidential standard required for a Cifas marker to be recorded was met.

I've decided to treat the information related to the payment provided by the sending bank in confidence, which is a power afforded to me under the Dispute Resolution Rules (DISP 3.5.9 (2)). A summary of that information is it concerns the transactional activity on Mr N's sending bank savings account and other information held related to that activity.

I've not taken lightly my decision to not reveal this information to Mr N given he can't review and respond to it. I would naturally understand his concern by my not doing so. But I consider the information is of a nature that it should be treated as confidential, and it's directly relevant and material to the outcome of Mr N's complaint, so I find I should take it into account. I find the information to be clear, relevant and rigorous.

Based on the information I'm treating in confidence, and my finding that Mr N has not provided persuasive evidence that he was entitled to the funds that sat behind the bankers draft, I'm satisfied TSB's decision to block his accounts was fair and in line with their legal and regulatory obligations. And for the same reason, I find their decision to send the funds back and to close his accounts was legitimate and in line with their terms and conditions.

My final decision

I've decided not to uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 24 April 2026.

Liam King
Ombudsman