

The complaint

Mr S complains Santander UK Plc recorded a marker against him on a national fraud database and is seeking repayment of a balance that he doesn't believe he owes. He doesn't think it's treated him fairly.

What happened

A summary of what happened is below.

Mr S received payments into his Santander account through bank transfers in July 2025. The funds were withdrawn at cash machines. However, the incoming payments were later reported as being the result of a scam.

Santander restricted the account and requested information to support why Mr S had been entitled to the funds. When it didn't get a response, it completed its review and filed a misuse of facility marker at Cifas, as it believed Mr S had been complicit in receiving fraudulent funds. It also closed the account. Mr S found out about the marker and complained in November 2025 that he hadn't used the account, so the marker and request for repayment of the outstanding account balance couldn't be justified. He asked Santander to remove the fraud marker and stop pursuing him for the debt.

Santander reviewed the loading with its specialist team, but it didn't think it had made a mistake. It also submitted Mr S needed to repay the balance. Dissatisfied, Mr S contacted us and said the situation was affecting him financially and personally and he wished to challenge the bank's decision.

One of our investigators considered everything but didn't think Santander needed to do more. He was satisfied the bank had enough evidence to load his details onto Cifas and request the balance be repaid, particularly looking at the calls that had taken place around the time of the transactions. He considered the activity could have only happened with Mr S's involvement. In the circumstances and taking account of the account terms, he went onto find the bank could hold Mr S liable for the outstanding balance and there wasn't a sound basis to require the bank to cancel it.

Mr S disagreed with the outcome, maintaining he hadn't used the account and knew nothing about a call where the bank had said it had spoken with him and he'd confirmed making some of the cash machine withdrawals. He added that as a student he couldn't afford to pay the bank over £2,000 that it said was due.

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 S 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 also be familiar with the requirements for recording fraud markers of this nature, so I'm not going to repeat those here.

Santander placed a Cifas marker on Mr S's record because it felt it had enough evidence of account misuse. I've reviewed what happened and I've considered what Mr S has said about not having any involvement. But I haven't found it persuasive that he wouldn't have known about the activity on his account at precisely the moment there was an issue. Not when there is a call from him earlier to increase the daily withdrawal limit with a view to withdrawing funds later. Also, in the calls that I've heard, the bank undertook security checks, and it's unclear to me how an unknown third-party could have had his details without his knowledge and also withdrawn the funds, again without his participation. Weighing the bank's evidence against Mr S's testimony, I'm afraid what he has said isn't enough to refute the allegation of fraud.

The withdrawals resulted in an outstanding balance, and I've looked at the account terms, which make Mr S responsible for a debt where the payments are deemed to be authorised by its customer. Here the available evidence supports that they were. Within the file, I can see Mr S has mentioned completing a budgeting form, presumably to discuss a repayment plan. Going forwards, I'd urge him to engage with the bank, so that together they can work out what he can afford to repay.

I know Mr S is upset his record has been affected. But I don't think Santander 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 Santander had enough rigorous evidence to support its loading and decision to continue to maintain it. Therefore, I won't be requiring Santander to remove the information or cancel the debt. I appreciate that my decision will come as a great frustration and disappointment to him. 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 S to accept or reject my decision before 14 May 2026.

Sarita Taylor
Ombudsman