

complaint

Mr B complains that U K Insurance Limited won't remove information it's recorded on the CIFAS database following fraudulent payment of an insurance premium. He says a relative made the payment on his behalf. Mr B says he didn't know a stolen card would be used, and that it's unfair of U K Insurance to hold him responsible.

our initial conclusions

Our adjudicator reviewed the telephone calls made to U K Insurance when the premium was paid. They indicated attempts were made to use several different cards. He noted the caller was able to pass identification checks. And even if it had been Mr B's relative calling as his agent, his actions remained Mr B's responsibility. The adjudicator didn't think there were reasonable grounds for him to require U K Insurance to remove the information. Mr B asked for his complaint to be reviewed. He maintains he had no knowledge of any fraudulent activity, and that it would be wrong to hold him responsible for his relative's actions.

my final decision

To decide what's fair and reasonable in this complaint, I've considered everything Mr B and UK Insurance have provided¹.

Broadly, what's happened here is that either Mr B, or someone he authorised to act on his behalf, attempted to use stolen credit card details to pay an insurance premium Mr B owed. Mr B says it was a relative, acting without his knowledge. He hasn't been able to offer further evidence to substantiate this.

I note Mr B's already asked CIFAS to investigate his concerns. CIFAS said that after reviewing all of the evidence, it had concluded that U K Insurance acted correctly in recording the information. I appreciate Mr B feels very strongly about the situation, and will be disappointed by this outcome. But I don't believe I can rightly reach a different conclusion based on the evidence available to me.

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B either to accept or reject my decision before 4 March 2014.

Niall Taylor

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

¹ Where there's a dispute about what happened, I've based my decision on the balance of probabilities. In other words, what I consider most likely to have happened in the light of the evidence.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.