

complaint

Mr B complains about a fraud marker on his credit file after he applied for a mortgage with Coventry Building Society.

our initial conclusions

Mr B applied for a buy to let mortgage with Coventry in 2014. Coventry says that because the information from Mr B's P60 was not validated by HMRC, it placed an entry against him on the CIFAS (the UK's fraud prevention service) Fraud Database. Our adjudicator did not recommend that this complaint should be upheld as Coventry was correct in telling Mr B that the marker will remain on the file for 6 years. Mr B disagrees and requested an Ombudsman to review the case.

my final decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Mr B contacted Coventry after this marker was put on the CIFAS register. He says that he was told the marker would be there for 13 months but now finds that it will be there for 6 years.

Coventry says that when Mr B applied for a buy to let mortgage he signed a declaration agreeing that it could share his personal information with HMRC. Because it could not verify his P60 Coventry informed CIFAS of this. This information is then held on the CIFAS database for a period of 6 years. CIFAS says that *"all confirmed fraud data remains live for a period of six years...Whilst an organisation may remove data from the database, for instance whereby a dispute has been raised, they do not agree the time period it remains on the database for."*

Although Mr B is unhappy with the length of time the fraud marker will be on his file that appears to be a matter for CIFAS and not for Coventry. Whilst Coventry provide information to the database, CIFAS actually operate it. Therefore I cannot fairly find Coventry at fault for the length of time this fraud marker will be on Mr B's credit file. **My 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 **17 March 2016**.

Gerard McManus

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

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.