

## **The complaint**

Mr U has complained that Santander UK Plc registered a marker against him at CIFAS, the national fraud database.

## **What happened**

In 2023, Mr U received a cheque of around £4,500 into his Santander account, which was addressed to someone else. He'd emptied his Santander accounts of his own money shortly beforehand. He then quickly forwarded the cheque funds onto several other people, and to his own accounts at other banks, and spent some of it on a booking.

Santander spoke to Mr U about this at the time. He said the cheque was from his relative, and was intended to help him buy a car. He didn't know why someone else's name was on it. When Santander asked for his relative's name, he hung up and didn't get back to them. Santander closed Mr U's accounts and registered a marker against him at CIFAS.

Mr U came to our service. He said a friend was selling small goods and needed Mr U's help receiving the money as their own account was blocked. Mr U was expecting to receive less than £500, and was surprised at the amount he received. He thought he was just doing a friend a favour.

Later, Mr U then said the friend had asked him for help getting money from a car sale. Mr U was expecting to receive £1,500. He didn't know his friend's full name. He didn't question why the cheque was addressed to someone else. He couldn't provide any record of this friend asking him for help.

Our investigator looked into things independently and didn't uphold the complaint. Mr U appealed, so the complaint's been passed to me to decide.

## **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.

In order to register this marker, Santander were not required to prove beyond all reasonable doubt that Mr U had done something wrong. They did need to have reasonable grounds to believe that he'd misused his accounts, which went beyond a suspicion or concern, and which had appropriate supporting evidence. Having carefully considered everything that both sides have said and provided, I think Santander did have sufficient grounds to register this marker. I'll explain why.

Mr U credited his account with a cheque that was clearly not his to receive. He forwarded these fraudulently-obtained funds onto his accounts with other banks, onto other individuals, and spent some of it. He did this quickly, such that Santander couldn't recover the money. And just before this incident, Mr U emptied his Santander accounts of his funds, meaning that none of his own money could be sent back to the fraud victim. This is all highly consistent with the actions of someone who was knowingly involved in the fraud.

Mr U would have reasonably known that the cheque was not his to receive and spend. It had been sent from an investments and insurance firm – clearly not his relative or friend – and was clearly not addressed to him, his relative, or his friend. Mr U had no good reason to think that he or his friend would be entitled to this money. But he still took it. And Mr U appears to have benefitted from the fraudulently-obtained funds.

I'm afraid I do need to point out that Mr U's testimony has been notably inconsistent or contradictory. For example, at different points he said the money was from a relative or a friend. He said it was for Mr U to buy a car, then from his friend selling small goods, then from his friend selling a car. He said he was expecting the whole amount, then less than £500, then £1,500. He said he somehow only knew his friend's first name, then he told us they had a wholly different name – the name of one of the people he sent the money to, whose full name he would've entered to make the payment and seen on his account. This makes it difficult for me to take any of Mr U's various versions of events to be true.

Even if I just focus on Mr U's latest version of events – that he was helping his friend receive £1,500 from selling a car – I'm afraid what he's told us isn't plausible. It wouldn't make sense for him to accept a cheque of a completely different amount that was clearly not addressed to him or his friend. If the friend's account was blocked and incapable of receiving money then it wouldn't make sense for Mr U to forward the money to him so quickly; whereas if it *could* receive the money then there was no need for it to go through Mr U anyway. It doesn't explain why Mr U emptied his Santander accounts first, nor why he'd need to send on the money so quickly, nor why he spent some on a booking, nor why he would not know his friend's name, nor why he's been unable to provide any messages or other evidence where he was asked to help in this way. But that does all fit well with the possibility that Mr U was knowingly involved in the fraud.

I have also noted that a few days after this incident, Mr U opened an account at another bank, then a couple of weeks after that he had another CIFAS marker registered against him for fraudulently misusing that account too. So this was not an isolated incident with Mr U.

Lastly, I've not seen any evidence which makes it seem implausible or unlikely that Mr U was knowingly involved in receiving and spending these fraudulently-obtained funds.

In summary, Mr U had someone else's cheque fraudulently paid into his account. He quickly sent on or spent the money, and appears to have benefitted from the fraud. Mr U's actions were highly consistent with that of someone who was knowingly involved in the fraud. And his versions of events have been contradictory, implausible, and unevidenced.

So it seems fair that Santander registered the appropriate marker against him at CIFAS. It follows that it was also fair for Santander to close his accounts, which they were allowed to do under the terms and conditions in situations like this. This is a difficult message for me to give, and I know it's a difficult message for Mr U to receive. But given the evidence I have, and the balance of probabilities, I'm unable to reasonably reach any other conclusion.

**My final decision**

For the reasons I've explained, I don't uphold Mr U's complaint.

This final decision marks the end of our service's consideration of the case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 22 March 2024.

Adam Charles  
**Ombudsman**