

The complaint

Mr O's complaint is about a CIFAS marker being placed against his name by Barclays Bank UK PLC and the consequences of that.

Mr O says Barclays treated him unfairly and hasn't provided adequate compensation for their actions.

What happened

The details of the complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving reasons for my decision.

Our investigator considered Mr O's complaint and concluded it shouldn't be upheld. She said that Barclays had adequately compensated him for the distress and inconvenience he said he'd suffered as a result of the CIFAS marker being placed against his name. Mr O doesn't agree so the matter has been passed to me to determine.

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.

Having done so, I don't uphold Mr O's complaint. This is why.

It's not in dispute that Barclays wrongly placed a CIFAS marker against Mr O's name after they identified what they thought was a suspicious payment into his account. Barclays accept the marker shouldn't have been placed against his name and recognise the impact this had on Mr O. As such they paid him £1,600 to compensate him for this, which Mr O accepted.

The issue for me to determine is whether that compensation was enough. Mr O thinks Barclays should pay him between £4,000-£5,000 instead. I've considered everything, including the problems the CIFAS marker caused for Mr O and the duration it was in place, until it was removed. Mr O had already lost unrestricted access to his Barclays account whilst the suspicious payment was being investigated. During this time, he also lost access to two other bank accounts with different providers as a result of the CIFAS marker.

Mr O says he couldn't access his earnings and that he became unwell as a result of the stress of this issue, which meant that he was unable to work. He feels that Barclays should reimburse him for the earnings he lost as a result of this. I can see that both Barclays and the investigator asked Mr O for evidence of the loss of earnings he was claiming for, but he hasn't provided anything. I appreciate he says the marker prevented him from taking out any loans or credit, but I haven't seen anything that supports he tried or needed to apply for this and was unsuccessful as a result of the CIFAS marker wrongly being in place. So, whilst I appreciate the difficult position he found himself in, I can't say that Barclays need to pay him anything further nor that he's suffered any additional financial loss that Barclays haven't already compensated him for.

As things stand, Mr O lost access to his Barclays account in September 2022. The CIFAS marker was removed from his name in March 2023. I think the payment of £1,600 adequately compensates him for the distress and inconvenience the marker caused him for the six months it was in place.

My final decision

For the reasons set out above, I don't uphold Mr O's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 13 November 2023.

Lale Hussein-Venn
Ombudsman