

## **The complaint**

Mr N has complained about Metro Bank PLC registering a marker against him at CIFAS, the national fraud database.

## **What happened**

Both sides are most familiar with the case, so I'll summarise things more briefly.

In 2018, Metro received information that Mr N was involved in fraudulent activity, particularly surrounding a credit he'd received of about £7,000. They asked him for evidence he was entitled to that money, but didn't receive evidence they found sufficient. They closed his account and removed the money to return it to the sending bank. They made his remaining balance – £248.76 – available to withdraw in branch.

In 2020, an ombudsman colleague looked into things in a final decision. They found that Mr N had not adequately evidenced the source of the £7,000 or so he received, that Metro had adequate reasons to return the money and close his account, and that Metro were not obliged to give Mr N more details about where they'd sent those funds.

In 2021, the public prosecutor found they couldn't sufficiently prove that Mr N had committed the crimes he was accused of, and discontinued proceedings against him. Following this, Metro removed the CIFAS marker as a gesture of goodwill. They also found it wasn't clear whether Mr N had picked up the account's £248.76 remaining balance or not, so they offered it to him again just in case.

Mr N came back to our service. He wanted compensation for the marker. He wanted to be repaid the funds of around £7,000, or given more details about where they'd been sent.

Another ombudsman colleague explained to Mr N that the 2020 decision was indeed final, so we could not reconsider the things which were decided then – including the matter of the £7,000 or so.

Our adjudicator looked into the other matters independently. They thought Metro had acted fairly in offering Mr N his remaining balance again, even though there was a good chance he'd already been paid it before. They suggested Metro offer Mr N £200 compensation for any distress caused by the marker, which Metro agreed to.

Mr N asked for a final decision, particularly as he said the marker had a severe impact on him. 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.

To reiterate, I cannot reconsider any matters which were already dealt with in my colleague's final decision in 2020. As we have explained, final decisions really are final. A decision by an ombudsman is the final stage in our process. Once it is issued, we have no power to re-examine the complaint or to take it further.

That means I will not make any findings on what happened to the funds Mr N received of around £7,000, nor the closure of his account. In their 2020 final decision, my colleague already concluded that Mr N did not adequately evidence his entitlement to those funds, that Metro did nothing wrong in reversing the credit or closing the account, and that Metro did not need to give him further details. If Mr N would like to take those matters further, he may be able to pursue Metro through the courts, as he did not accept that final decision.

Turning to the CIFAS marker, I should explain that the requirements for a CIFAS marker are significantly different to the requirements for a criminal prosecution. In order to register this marker, Metro were not required to prove beyond all reasonable doubt that Mr N had done something wrong. They only needed to have reasonable grounds to believe he'd misused his account, going beyond a suspicion or concern, with appropriate supporting evidence.

I find that Metro did have a sufficient basis to register this marker when they did so in 2018. They received credible information giving them reasonable grounds to believe he'd misused his account. They tried to investigate this with Mr N, and my colleague found that what he provided in return gave Metro further grounds for concern. My colleague also found that Mr N had not evidenced his entitlement to the disputed funds, even when such evidence would not have been difficult to provide. So taking into account the evidence Metro had in 2018, I find that they acted fairly in registering this CIFAS marker.

The court documents from 2021 did not exist in 2018. So they were not relevant in Metro's decision to register the marker back in 2018. After Metro received the 2021 court documents, they removed the CIFAS marker. That also seems fair.

I understand that Mr N went through a truly tough time following the marker. I've thought carefully about whether Metro should pay Mr N compensation for the impact that their marker had. However, I'd only award compensation here in order to put right something which Metro did wrong. And as I explained above, I've not found that Metro got things wrong. They had sufficient grounds to register this marker based on what they knew at the time, and they acted appropriately when later presented with new evidence.

So to be frank, had Metro not already agreed to pay Mr N £200, I would not have awarded any compensation here at all. I considered whether to issue a provisional decision changing the outcome of this case to remove this compensation. But given how long this dispute has already been going on for, the amounts involved, the fact that Metro have already agreed to pay the £200, and the fact that I do not wish to put Mr N in a worse position unnecessarily, I have chosen not to reverse the award of £200 compensation. I think it's more reasonable to let it go ahead in this case. Hopefully it will help to acknowledge some of the stress he faced.

Turning to Mr N's remaining balance from the closed account, I will again reiterate that I have only considered the matter of the £248.76 which was left over in the account after it was closed – and *not* the £7,000 or so which was the subject of the previous final decision.

I can see that Metro made this £248.76 sufficiently available to Mr N when the account was closed. He only needed to pick it up in branch. It's not clear from the records whether Mr N did pick it up at the time or not. So just in case he didn't, Metro have offered to pay him the £248.76 again – despite the risk they might have ended up paying it twice over. That's very fair to Mr N. I can't see that Metro did anything wrong there either.

### **Putting things right**

As per what they've agreed to, Metro Bank PLC should:

- Pay Mr N the £248.76 that was remaining in his account at closure; and-
- Pay Mr N an additional £200 compensation.

### **My final decision**

For the reasons I've explained, I direct Metro Bank PLC to pay Mr N the £248.76 that was remaining in his account at closure, and a further £200 compensation. I do not make any further award.

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 N to accept or reject my decision before 16 August 2023.

Adam Charles  
**Ombudsman**