

## **The complaint**

Mr H complains TransUnion International UK Limited (TransUnion) have been reporting incorrect information on his credit report.

## **What happened**

Mr H says he applied for credit with two separate providers but was turned down.

As a result, he reviewed his credit report and found his credit score was lower than expected. Mr H says, as he had never been in debt or had a mortgage, he expected his score to be one hundred percent – but that wasn't the case.

He noticed TransUnion were reporting a debt with a company, which I'll call Company A, that Mr H says he isn't responsible for. Mr H contacted TransUnion on 15 May 2023, explaining he'd spoken with Company A, who'd agreed Mr H was up to date with his payments, and didn't owe the debt shown. Mr H was frustrated TransUnion wouldn't call Company A to get the inaccurate information removed from his credit report. TransUnion acknowledged Mr H's concerns the same day, confirming they would investigate matters.

TransUnion wrote to Mr H again on 12 June, explaining they had raised a dispute with Company A, but as they hadn't received a response, they were unable to amend the entry. They did however confirm the entry would remain suppressed from Mr H's credit report, but Company A could remove the suppression at any point.

Soon after, TransUnion confirmed Company A had now responded, and TransUnion relayed that Company A had said to resolve matters Mr H would need to call Company A directly. TransUnion explained that Company A hadn't agreed for the entry to be amended – so they weren't able to do anything further.

During this time, unhappy with the time the review was taking, Mr H raised his concerns with our service.

An Investigator here reviewed matters and concluded that TransUnion hadn't acted unfairly. They said TransUnion raised Mr H's dispute with Company A, as we'd expect, and suppressed the information from Mr H's credit report until Company A responded. They went on to explain that as Company A didn't agree for the entry to be amended, there was nothing further they'd expect TransUnion to do.

Mr H disagreed, in summary he said Company A had failed to communicate with TransUnion in the way he thought they should - by telephone, to resolve matters quickly. As such, he'd spent hours trying to establish why the incorrect information was showing and the false allegations were of detriment to him.

With no resolution, the case was passed to me to decide.

I issued a provisional decision, setting out why I intended to uphold this complaint, and setting out what I thought TransUnion needed to do to put things right. I said:

## **What I've provisionally 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.*

*Firstly, I think it would be helpful to explain the remit of our service, and what we can and can't look at.*

*The Financial Ombudsman Service was set up to resolve individual complaints. We take into account the law, codes and good practice – making decisions on the facts and evidence available in each case. As part of this, we look at the responsibilities of the business being complained about, here that's TransUnion, and consider whether they've done what we'd expect of them.*

*I'm aware Mr H contacted Company A several times about this issue, and he'd like our service to resolve this matter with them directly, however our powers don't extend to consider Company A's actions, because the complaint Mr H has raised here is against TransUnion. We have previously told Mr H of the relevant Ombudsman scheme he would need to contact, about a complaint against Company A, if he remains unhappy with their actions.*

*I do appreciate Mr H says that all parties involved are only concerned with following processes and a telephone call would resolve matters, however I hope I've been able to explain why we can't call Company A to get the matter resolved.*

*That said, I can consider whether TransUnion acted fairly when Mr H contacted them in May 2023 about the incorrect record on his credit report. Having done so, I've so far come to a different outcome to our Investigator. I've explained why below.*

*TransUnion don't own the data they report on – the data is owned by lenders and other third-party companies. This means TransUnion aren't generally responsible for the data provided, but must ensure the data is accurate, and investigate this when a dispute is raised.*

*Following Mr H's contact TransUnion correctly disputed the entry with Company A, they did this on the day Mr H raised his concerns, so have acted fairly in this regard. Based on the information I've been provided from both parties, TransUnion next wrote to Mr H on 12 June and explained that Company A hadn't responded to the dispute they'd raised, and without their permission TransUnion wasn't able to change the report.*

*While this is true in part, as TransUnion can't amend an entry without the consent of the lender, I think TransUnion were wrong to say they'd not received a reply at this time.*

*From the evidence TransUnion have provided, they received a response from Company A on 15 May, the same day they raised the dispute. This response said Mr H needed to contact Company A directly – it didn't give TransUnion authority to amend or delete the record. TransUnion should have passed this information on to Mr H as soon as possible, instead it took around a month to share it and gave him the wrong information in the interim. While the data was suppressed from Mr H's credit report during this time, he was still inconvenienced by having to chase TransUnion for a reply.*

*I understand Mr H is concerned with information he saw about Company A on the television, but that doesn't mean we'd expect TransUnion to automatically remove information about Company A from Mr H's credit report – they would need the consent of the data owner, Company A, which they weren't given.*

*Taking everything into account, I'm persuaded that when Mr H raised his dispute with TransUnion about the entry from Company A, they did as I'd expect and contacted the data owner. TransUnion don't own the debt, so they can't change it without permission from Company A. As Company A didn't give them the necessary permission, they are required to let Mr H know, but there's nothing more they can do in the circumstances.*

*While overall I'm satisfied TransUnion did that here, they made an error by telling Mr H Company A hadn't responded, which delayed matters. As such, Mr H continued to contact TransUnion to find out what was happening, so I think TransUnion should pay Mr H £100 to apologise for the distress and inconvenience this error caused.*

## **Responses to my provisional decision**

I invited both parties to respond with any further points or evidence they wanted me to take into account before I made a final decision.

TransUnion let me know they accepted what I'd said and had nothing further to add. Mr H also responded, reiterating that this issue could have been resolved in one phone call. While he accepted the compensation I recommended, he explained his main concern was ensuring his name wasn't tarnished with false accusations.

## **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've reached the same outcome as set out in my provisional decision - both in terms of what went wrong and how it should be put right.

As a reminder, I'm only able to consider actions of TransUnion and whether they have done what is expected of them.

I do take on board Mr H's concern about what he says is false information being recorded by TransUnion, but as explained, this information is not something TransUnion have the power to amend, without the data owner's consent.

In my provisional decision I explained TransUnion aren't the owners of this information. Their responsibility is to raise Mr H's dispute with the data owner – Company A, which TransUnion did. In this case, Company A didn't authorise TransUnion to amend, or delete the record.

And so, it follows, TransUnion also can't be held responsible for any impact this information may have on Mr H, such as concerns about his credit score. Nor should they be required to contact Company A, by phone, as Mr H would like.

Mr H hasn't said whether he's raised this with the other Ombudsman scheme he was told about before – but if he hasn't, then he may wish to since TransUnion won't be updating his credit file.

I remain of the opinion though, TransUnion should have told Mr H earlier than they did about the response from Company A – and still think £100 to compensate for that is fair.

## **My final decision**

For the reasons explained above, I uphold this complaint and require TransUnion International UK Limited to pay Mr H £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 November 2023.

Victoria Cheyne  
**Ombudsman**