

The complaint

Mr A complains that despite asking Equifax Limited to delete his data and stop marketing correspondence it failed to do so.

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision. I said:

At the beginning of this year, Mr A asked Equifax to delete his account and information. On 17 February 2023 Equifax emailed Mr A and said it would commence deletion of his membership information including his security questions and credit card details. Equifax also said it would remove Mr A's personal data for marketing purposes.

On 25 April 2023 Mr A received an email from Equifax giving information about improvements to his "Equifax Alerts". The email added it would send more information about credit alert notifications as well as other features Equifax had removed.

Mr A has told us he called Equifax on many occasions to complain and try and remove his data. Mr A complained that Equifax had sent him a marketing email, despite agreeing to delete his details. Equifax didn't issue a final response but advised Mr A could refer the matter to this service.

An investigator at this service looked at Mr A's complaint. In its submission, Equifax said the email it sent Mr A wasn't marketing but was actually information about improvements to its service. Equifax advised it had deleted Mr A's email address from its systems to ensure no more emails of that nature were sent. The investigator didn't ask Equifax to take further action. Mr A asked to appeal, so his complaint has been passed to me to make a decision.

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.

I'm aware I've summarised the events surrounding this complaint in less detail than the parties involved. No discourtesy is intended by my approach which reflects the informal nature of this service. I want to assure all parties I've read and considered everything on file. I'm satisfied I don't need to comment on every point raised to fairly reach my decision. And if I don't comment on something, it's not because I haven't considered it. It's because I've focused on what I think are the key issues. My approach is in line with the rules we operate under.

Equifax told us its email dated 25 April 2023 isn't considered marketing so was sent to Mr A to notify him about improvements to its services. Whilst Equifax may not have categorised the email as marketing, in February 2023 Mr A asked it to delete his account and information. Equifax promised to do that and stop future correspondence. Given Mr A had closed his account and asked for his data to be removed, I can understand why he was

annoyed to receive an email about Equifax's services, whether it was marketing or for information purposes. Equifax has since told us it's removed Mr A's email address from systems now so no more emails should be sent. But I think it's reasonable to say that's a step it could've taken back in February 2023. I'm not persuaded it was reasonable for Equifax to continue to correspond with Mr A about services he had already withdrawn from.

Equifax hasn't been able to provide a contact log. But Mr A has provided details of the calls he made to Equifax and time taken. I understand Mr A feels Equifax should compensate him for lost income. But this is a private matter and I wouldn't expect Equifax to pay compensation on that basis. But I do agree that Equifax has caused an unreasonable level of inconvenience to Mr A as he's had to get back in touch on various occasions to try and understand why it was continuing to contact him with information about its services. And despite raising a complaint, no answer was given to Mr A by Equifax explaining why it had continued to email him. I'm satisfied that added to Mr A's confusion and overall feeling of dissatisfaction with the contact he received from Equifax.

Based on the available information, I intend to uphold Mr A's complaint and direct Equifax to pay him £150 for the distress and inconvenience caused, as set out above.

I invited both parties to respond with any additional information or comments they wanted me to consider before I made my final decision. Mr A confirmed he had nothing further to add. Equifax responded and confirmed it was willing to proceed in line with the settlement noted in the provisional decision.

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.

As neither party has provided new information for me to consider I see no reason to change the conclusions I reached in my final decision. I still think Mr A's complaint should be upheld, for the same reasons.

My final decision

My decision is that I uphold Mr A's complaint and direct Equifax Limited to pay him £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 November 2023.

Marco Manente
Ombudsman