

## The complaint

Mr S complains that Experian Limited didn't update his electoral roll information and that this had a negative impact on his finances.

## What happened

In October 2019, Mr S contacted Experian to ask it to update his electoral roll information. Experian told him that it hadn't received an update from the council so it couldn't amend his record.

Mr S says that other credit reference agencies (CRAs) updated his address in early November 2019. But Experian continued to publish an out of date address until the second week of January 2020.

Mr S wanted Experian to put a notice of correction on his credit file. Experian offered a redrafted version. When Mr S disagreed with the redraft, Experian said it would send his original version to the Information Commissioner's Office (ICO) but then failed to do so.

Mr S says that as a result of Experian not updating his address until early 2020, he missed out on the opportunity to buy a house as he couldn't obtain a mortgage.

The investigator asked Experian to pay £100 in recognition of its failure to pass Mr S's draft to the ICO. Experian agreed to do this, but Mr S didn't accept the proposed outcome.

After considering everything, I was minded to uphold Mr S's complaint so I issued a provisional decision on 15 July 2021.

In summary, I explained that I'd looked at Experian's website for details of how and when an individual's electoral details should appear on their credit report. This usually happens within 30 days of registering to vote. However, there is an exception to this timetable if an individual registers to vote between August and November – as was the case with Mr S. This is because local councils don't update the electoral roll during the annual canvas, so Experian doesn't receive the data. Experian says that if an individual has registered during this time their electoral details should appear on their report from 1 December.

The reason why I thought Experian should pay more compensation than it had previously agreed was because I didn't consider it took reasonable steps to ensure the data it held was correct.

Mr S had explained to Experian that because of the possibility of a snap election, his council had continued to publish and distribute monthly amendments to usual stakeholders. Mr S gave Experian evidence that his address had changed. And he noted that two other CRAs added his electoral registrations in mid-October 2019.

Although Experian said it checked the electoral roll information and couldn't find Mr S's updated details, I didn't have any evidence to suggest that it went further than this.

Mr S said that the reason why Experian didn't have the update was because of an administrative oversight on its part. I didn't consider it's my role to tell Experian how to run its business. But Mr S gave Experian a detailed explanation about why the usual annual canvas exception didn't apply. And Mr S provided confirmation from the council that he was on the voter's roll. Based on this, I considered Experian should've reasonably carried out more investigations to establish whether it was possible to update Mr S's address. This could've involved approaching the council on Mr S's behalf.

Mr S found the whole experience distressing and time consuming. He tried to explain the situation to Experian on several occasions and was frustrated to get the same response each time. I could see that Mr S was concerned about the impact the situation was having on his ability to obtain a mortgage.

Experian already agreed to pay Mr S £100 for not referring his notice of correction to the ICO as it had agreed to. I consider it fair to require Experian to pay Mr S an additional £150 compensation for the frustration and inconvenience caused to him when it didn't do more to try and update his electoral roll information in the three-month period before January 2020.

In thinking about an appropriate level of compensation, I asked Mr S for evidence of any financial loss. Mr S has given this service an email chain between him and his mortgage advisor. Mr S's advisor says that he tried to get a mortgage decision in principle, but it was unsuccessful.

I didn't have enough evidence to conclude that the only reason why Mr S was turned down was because his electoral roll details hadn't been updated by Experian. Mr S couldn't say he would've bought a house at the time. Or what the difference in mortgage costs would've been. This meant I didn't consider it reasonable to require Experian to compensate Mr S for any costs relating to his failed mortgage application.

I appreciated that Mr S's concern in bringing his complaint to us isn't purely financial. He wanted Experian to apologise and improve its customer service and IT systems. I couldn't require Experian to make changes to its processes. And I couldn't penalise it for any failings. I just needed to decide whether and how Experian should put things right.

In the circumstances, I thought Experian should pay Mr S £250 compensation for the overall distress and inconvenience caused to him. For the avoidance of doubt, this included the £100 already offered.

### **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.

Mr S and Experian responded to my provisional decision. Mr S made several comments. Experian doesn't accept my provisional decision.

Experian says that it wasn't at fault for the missing electoral roll information as the council didn't provide it. It says the delay was due to the council and not Experian.

Experian still agrees to pay Mr S for its delay submitting the notice of correction to the ICO, but it doesn't agree to pay a further £150.

Mr S remains concerned about the behaviour of Experian. He points out that the council

contacted Experian to explain that it hadn't paid its annual subscription and that this is the reason why Experian didn't receive the electronic update.

As Mr S has maintained throughout this complaint, his focus isn't compensation. He wants Experian to recognise the impact of its actions on him and other people. As I said in my provisional decision, I can only look at Mr S's individual complaint and I can't direct Experian to change the way it operates its business. I also can't penalise Experian for any of Mr S's concerns about the way it handles data more generally.

I'm still satisfied that Experian could've done more to fulfil its obligation to report Mr S's data accurately. I understand that Experian didn't receive the update from the council, but I don't think it's for me to make a finding on why this was the case.

My decision to uphold this complaint is because I consider Experian should've taken further action when Mr S explained the situation about the electoral roll update. It's for the impact of this failure to act and the impact that has had on Mr S that I'm requiring Experian to pay more compensation. For the same reasons as I set out in my provisional decision, I can't reasonably require Experian to compensate Mr S for the not securing a mortgage. But this isn't to detract from Mr S's frustration at still being in rented accommodation with house prices higher than before.

I appreciate that Mr S would always have preferred it if Experian had updated his credit file earlier and apologised but I hope that the award of additional compensation goes some way to putting things right for Mr S.

### **Putting things right**

Experian Limited should pay Mr S £250.

### **My final decision**

My decision is that I uphold Mr S's complaint. In full and final settlement, I require Experian Limited to pay the compensation outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 October 2021.

Gemma Bowen  
**Ombudsman**