

The complaint

Mr R complains Experian Limited incorrectly changed details of a County Court Judgment (CCJ) on his credit file.

What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant information below, and this forms part of my final decision.

Mr R complained the CCJ, which he said had been added to his credit file incorrectly anyway, had some of the details on it changed to match his details. He said the name was changed, along with his date of birth.

Experian said this was an internal mistake by them. They said sorry for their mistakes and paid £25 compensation.

Unhappy with this Mr R asked us to look into things, saying he'd spoken to a solicitor's firm, and a representative, who both felt £1,000 or more was a fair amount of compensation. Mr R also said data protection laws have been broken.

After resolving an issue about what we could or couldn't look into, one of our Investigators upheld Mr R's complaint – and felt £200 compensation in total was a fair figure.

Experian accepted this outcome, but Mr R didn't think this was fair, because he said the change impacted his creditworthiness and he's experienced a lot of stress dealing with this matter. So, the complaint's been passed to me to decide.

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 think it's important to explain in this case I can't decide whether the CCJ was incorrectly applied – as Mr R says. He brought a separate complaint to our service about that, and we decided we couldn't consider it because the issue had been brought too late under the rules we have to apply.

I say this because I'm aware Mr R, and his representatives, feel all the circumstances of his case aren't being taken into account. To be clear, the only issue I'm able to consider is the changing of the details of the CCJ on Mr R's credit file – not whether the CCJ itself should or shouldn't have been applied. So, in that sense, I am only looking at part of what happened because that's all the rules allow me to do.

I've seen Mr R has said Experian have broken data protection laws. I can't decide if they have or haven't. My role is to take into account the law, rules and regulations, and good practice at the time. But, overall, my remit is to decide things on a fair and reasonable basis.

The CCJ was already showing on Mr R's credit file when it seems Experian thought the name that'd been recorded had a typo in it – and updated it to what they saw as the correct name in April 2021. The name that'd been recorded was one letter out from Mr R's. They've explained to us the date of birth change was due to an internal error. As I understand it, the CCJ was changed back to the original details around five months later.

My starting point is to consider the impact on Mr R. In doing so and paying particular attention to Mr R's concern about it impacting his credit worthiness, I can't ignore that a CCJ was already registered at this time. A CCJ is quite a serious indicator that someone hasn't paid their debts – because it means a company has gone to court, and the court has agreed that person owes this debt.

So, the existence of the CCJ in itself would likely have already significantly impacted Mr R's creditworthiness. And, as I've mentioned above, I can't decide whether this was or wasn't correctly applied.

Mr R has said that changing the details of the CCJ which he says was incorrectly recorded, removed any opportunity he had to argue it wasn't his. But he'd raised disputes about this previously, so could have provided some evidence of this to prospective lenders. In any event, the key focus is to carefully consider the impact on Mr R – along with any evidence he might have to show that impact.

I could see our Investigator had mentioned to Mr R about sending us evidence of the impact on him, but he'd not provided anything in response – saying that providing any evidence was stressful. Mr R says his complaint is worth around £1,000 compensation – following advice from his solicitors and representatives.

For context, I wanted to explain the first example given on our website for this kind of compensation is of an insurer failing to correct a repair properly – leading to a leak in the ceiling which a consumer had to deal with for six months and having to empty a bucket of water daily. I don't wish in any way to downplay the frustration Mr R has experienced, but I didn't deem the impact on Mr R to be equivalent to having to empty a bucket of water every day due to a financial businesses error. I felt the amount he was asking for was excessive given the impact this issue had on him – based on the evidence that'd been provided to me.

But to ensure Mr R had a fair opportunity to present all of the information he wanted me to consider before deciding the outcome of his complaint, I asked our Investigator to get in touch to gather more information.

Having done so, Mr R has explained:

- He had dental treatment which he had to pay £700 of the total £1,995 up front and the remainder at each appointment. When he asked the dental practice why, he says they told him it's because of a CCJ registered in his exact name. He said he disputed this, but they wouldn't change their mind. He said the impact of this was stressful, as he had to borrow cash from friends and family and pay that back within three months. Mr R said the dentist would provide a letter at a cost of £60 to him but would reply to our enquiries for free.*
- His car insurance premiums were much higher than in previous years and he knows insurance companies carry out credit checks and use a range of factors to determine premiums. And when asked if he could provide the full quotes of the insurance from this year when it was higher, along with the previous year's lower quote, the website didn't show the information we asked for.*

- When we asked about him providing his Experian credit report to see exactly what it showed, he said we could speak to them on his behalf. We explained we couldn't do that as only he could get his credit report. No Experian credit report was provided.
- In October 2021 Mr R tried to purchase some cleaning equipment, and tried to do this on credit, but he said they told him a CCJ matching his name was returned so he had to pay up front to buy the items.

Mr R also expressed frustration at being asked to provide this information to only then be told it's not enough – he said he hopes this is taken into account and gives perspective on the stress and hurt he's been through.

I need to make it clear our Investigator was asking Mr R these questions at my direction, and as I can see he explained to Mr R on several occasions, to ensure we fully understood the impact on him. Given the amount Mr R was asking for I was concerned there were aspects of what'd happened that we didn't know about, so I wanted to make sure he had every opportunity to share his points.

As Mr R said, we contacted his dentist. They replied and said Mr R started his treatment on 10 September 2019. They said they were using an external finance company but have no record of Mr R ever making an application. They said Mr R paid for his treatment on regular visits by credit card.

Thinking about the dentist's response, it seems the treatment was started long before the issues involved in this complaint. The update by Experian took place in April 2021, and it seems the treatment was started around 18 months earlier. The dentist has also said no application was ever made for credit – so, in effect, I don't think this supports Mr R's claim.

Regarding Mr R's motor insurance, he's mentioned the premiums factor in whether someone has a CCJ amongst a large number of other points. But when replying he's not provided me with enough information to clearly show the only reason his car insurance premiums increased was due to Experian's error.

The email from the cleaning company says Mr R tried to make a bulk purchase of cleaning products on 3 June 2021. This was within the timeframe of the CCJ having been updated. The cleaning company said Mr R asked to pay on credit, but when they ran a check it showed up a CCJ. The cleaning company noted Mr R's explanation, but also said they're "unfortunately unable to extend credit to any individual who's has (sic) an outstanding CCJ on their credit report". They did go on to say both Mr R's first and second names matched, which is why they were unable to take into account what Mr R had told them.

I don't think this is sufficiently definitive to say the cleaning company would have granted the lending anyway but for Experian having updated the name on the CCJ – they've explicitly said they don't grant lending to someone with a CCJ. So, purely because of the existence of the CCJ I'm not persuaded they would have granted the lending – regardless of what name it was in. Also, part of the reason of asking for the credit report was to understand whether it was likely any company might have lent to Mr R even factoring in what he said about the CCJ. But Mr R hasn't provided his credit file, so I can't take this into account.

I do appreciate that this happening in April 2021, and seemingly not being corrected for around five months is disappointing. I think Experian could have acted far quicker in resolving this matter. But, in thinking about the impact, I've not been provided the kind of evidence I'd expect to see to increase the award to the £1,000 or more as Mr R and his representatives have suggested. I can see they've looked at our website to judge the compensation – but the examples given of why we'd award £1,000 aren't reflective in my opinion of Mr R's complaint.

Taking everything into account, based on the information that has been provided, I do think the £200 recommended by our Investigator is a fair amount. Mr R had the details of a CCJ changed on his credit file, but beyond the frustration he's experienced as a result of this, he's not been able to evidence it's had any further significant impact on him. I realise he'll be disappointed by this, and I have listened to the call he had with our Investigator when the outcome was explained by him – but I think the £200 total compensation is fair. I'm aware Mr R has already been paid £25 – so Experian can deduct this when sending Mr R any final payment.

I understand the CCJ has since been removed, because of an update by the originator of the CCJ, so it'll no longer be an issue for Mr R going forward now.

Responses to my provisional decision

Experian said they've nothing further to add.

Mr R said there had been an error in the decision as it says the CCJ was corrected within the timeframe of 3 June 2021. But, that wasn't correct as the error was still there on that date. Mr R also said the cleaning company did also mention they'd consider giving him credit if the CCJ didn't match his exact name.

In a second response Mr R said he'd spoken to the dentist, and cleaning company again, and they'd said:

- Dentist – They said *"I am writing to confirm the payments that were made. After the refusal from our previous finance company. Regular payments were made to fulfil the overall balance. If needed, we can send a confirmation of these payments."*
- Cleaning company – They said *"Further to our conversation today I can confirm the following. If the name on the CCJ was not (Mr R's actual name) as per your identity documents and it was in a different name such as (previous CCJ name), then our organisation would most (sic) have extended credit as there would be grounds to dispute this. Once again, I will confirm we as business will extend you credit if the name is different to your actual name on the basis of this being ambiguous."*

Mr R added the most upsetting part of all of this is the fact that despite doing all the chasing and numerous attempts to gather more information there hasn't even been a slight increase in the compensation. Mr R said he feels he's not being taken seriously at all.

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.

I'm disappointed to see Mr R thinks he's not being taken seriously. As I outlined in my provisional decision, the reason for asking him to provide evidence of the impact on him is precisely because I am taking him seriously. Mr R had asked for compensation of £1,000

which is very high for an issue which didn't, at face value, warrant a figure near to what he was asking. In order to address that I arranged for our Investigator to ask a large number of follow up questions solely to ensure we'd fully understand his complaint. I'll now address the points he's raised as appropriate.

I understand Mr R thinks I've made an error, but I don't think I have. I say that because I've said in the provisional decision this was within the timeframe of the CCJ being "*updated*". In context, what I meant was the CCJ had been updated to Mr R's name – rather than the previous name the CCJ had been in. So, I was acknowledging this took place when the CCJ had been incorrectly updated.

And I did see the cleaning company mention the CCJ was in Mr R's name, so they couldn't factor in what he'd told them about that being incorrect. But, I placed more weight on their statement which said "*I am aware you did explain this is not connected to yourself but as per our company procedure we are unfortunately unable to extend credit to any individual who's (sic) has an outstanding CCJ on their credit report.*"

Given this statement, I wasn't persuaded even if the CCJ hadn't been updated to Mr R's actual name, that they'd have lent to him given he did have a CCJ on his credit file (whether that was legitimate or not).

Looking at Mr R's second response – and addressing the cleaning company first, I find it unusual they've now sent a reply saying they would have considered granting lending if the CCJ was in the wrong name – when they clearly said they wouldn't before.

Similarly the dentists have now given different information – and said they did turn down Mr R's credit application – after saying they never had one (and telling us treatment dates didn't match to the dates the CCJ was on Mr R's credit file in his name).

Where I'm presented with conflicting or contradictory information, as I am here, then I have to decide which piece of evidence to place more weight on. That can be tricky, as is the case here, where two parties have given entirely different responses.

Because they have given different responses, it's difficult for me to know what their actual position is – or for me to place as much weight on their responses as I might if they'd given consistent answers. Given that, I think it's difficult for me to rely on what they've said, so I'm going to disregard their evidence.

So, taking everything into account, I still think £200 compensation in total is fair – and Experian can still remove the £25 they've already paid Mr R from any final settlement.

My final decision

For the reasons I've explained above, I uphold this complaint and require Experian Limited to pay Mr R a total of £200 compensation (with any deduction for payments already made by Experian Limited).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 23 August 2022.

Jon Pearce
Ombudsman