

## **The complaint**

Mr S complains EQUIFAX LIMITED (“Equifax”) cancelled his subscription without any warning and that it didn’t always adjust its communications for him.

## **What happened**

I previously issued a provisional decision on this case. I intended to come to a different outcome to the Investigator and so I wanted to give both parties the chance to respond with anything else they wanted me to consider. I have copied my provisional decision below, which also forms part of this final decision.

*“Mr S has had a monthly subscription with Equifax for many years that allows him to access his credit report. He pays £7.95 a month to be able to access his credit report and says being able to keep a track of his credit report is very important to him.*

*In November 2021 Mr S contacted Equifax to ask why it had cancelled his subscription. Equifax looked into this for Mr S and said that it had done so because it hadn’t been able to collect his monthly payment since July 2021. Mr S complained to Equifax saying that it should have let him know that it was having a problem collecting his payment and shouldn’t have cancelled his subscription without warning.*

*Equifax looked into Mr S’s complaint and emailed him several times without making adjustments it had previously agreed. Equifax apologised for not making adjustments it had previously agreed to and offered to pay Mr S £50 in compensation. In the meantime, Equifax didn’t think it had done anything else wrong. Mr S complained to us saying that Equifax had made a mistake cancelling his subscription and he shouldn’t be liable for its mistake.*

*One of our investigator’s looked into Mr S’s complaint and said that it wasn’t clear whether or not Equifax had made a mistake cancelling his subscription, but that he’d not lost out because he’d been able to access his credit report for four months without paying to do so.*

*So, they didn’t think Equifax needed to do more as far as cancelling his subscription was concerned. Our investigator also thought Equifax’s offer to pay Mr S £50 in compensation for not making adjustments it had previously agreed was fair. Mr S disagreed and asked an Ombudsman to consider his complaint. He wanted the Ombudsman to call him too so he could explain the difficulties he’d been caused – making the point that these vary from individual. So, I’ve looked into his complaint.*

## **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.*

*Having spoken to Mr S and having looked at the evidence from both sides, it’s clear that he’s had problems using Equifax’s services recently and that he prefers the way its website used to work. It’s clear too that the problems he’s had have caused him a lot of frustration and that*

*he's considered alternative ways of accessing his credit file. And finally, it's clear that keeping track of his credit file is important to Mr S. So, I can understand why he was so unhappy when he found out that Equifax had cancelled his subscription without giving him any warning and that it hadn't let him know that it had been unable to collect his payment.*

*Having looked at the evidence from both sides, it's clear that Equifax wasn't able to collect Mr S's payments for four months but less clear why. Mr S told me when we spoke that he had to cancel one of his bank cards because he lost some – which could explain the difficulties Equifax had. Ultimately, however, I don't think it makes a big difference getting to the bottom of what happened. I know Mr S is very unhappy Equifax cancelled his service without warning, but I can see he called Equifax on the same day. He didn't then renew his subscription for over six months, having in effect been able to access his credit report for four months for free. In the circumstances, I agree with our investigator that I don't need to ask Equifax to do more as far as the cancellation is concerned.*

*I can see that Mr S let Equifax know that he needed correspondence sent in a specific format and I can see that this didn't happen on a number of occasions. Equifax has apologised for this – rightly so – and offered £50 in compensation. Mr S was already having difficulties using Equifax's service, so receiving correspondence in a format that was difficult for him to read would have made matters worse. In the circumstances, I don't think the compensation Equifax offered is enough. I feel an award of £150 would be more appropriate. So, that's the award I'm minded to make."*

Both parties have now responded to my 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.

Having considered all of the information available to me again, I will be upholding Mr S's complaint for the same reasons as outlined in my provisional decision.

Neither party had any further comments to add to my provisional decision. And so, I see no reason to depart from the findings I made previously.

### **Putting things right**

Equifax should put things right for Mr S by paying him £150 in total.

I note that Equifax has already offered Mr S £50. If Equifax has already paid Mr S £50, it can deduct this from the total award.

### **My final decision**

For the reasons set out above, I uphold Mr S's complaint. I order EQUIFAX LIMITED to put things right for Mr S by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 March 2023.

Sophie Wilkinson  
**Ombudsman**