

The complaint

Mr H complains Experian Limited took too long to remove incorrect information from his credit report and haven't refunded his subscription costs in full.

What happened

Mr H says for a number of years he's been subject to fraudulent credit searches from various third-party companies, after being a victim of identity fraud. As a result, on 13 January 2023 Mr H registered for a membership subscription with Experian, paying £14.99. He then noticed several soft searches on his credit report he hadn't authorised. So he contacted Experian.

Mr H told Experian he'd not applied for, or requested quotations for credit for many years, and as such no searches should be appearing on his report. He asked Experian to remove all searches.

On 17 January Mr H cancelled his membership subscription, within the 14-day cooling off period. Experian agreed to a pro-rata refund of £10.

Throughout January further soft searches appeared on Mr H's credit report, which he notified Experian about. Experian confirmed as these were soft searches, his credit score wouldn't be impacted, but offered to raise disputes with the third-party companies. Experian also offered to set up additional protections on Mr H's credit report, including Password Notice of Correction (NoC) – which he agreed to.

Unhappy with how Experian were handling matters, Mr H complained.

Experian issued the first of two final responses on 22 February 2023. They explained as they don't own the data, they aren't able to make amendments without the data owner's permission. While one data owner hadn't consented, they'd had permission to remove three searches and had raised disputes with a further three data owners. They also confirmed the NoC had been added to Mr H's account and provided reassurances all contact Mr H made with them, irrelevant of the reference number quoted, had been linked.

Following this, Mr H re-registered for the membership subscription on 28 February. He says he did this to ensure his credit report was now up to date, but cancelled it shortly after, once again receiving a pro-rata refund.

In March, Mr H told Experian the CIFAS entries on his credit report - in place to show he had been victim of identity fraud – contained errors.

Experian told Mr H he'd need to contact the companies who loaded the CIFAS entries to make any amendments – which he did. Soon after Experian confirmed the information was now showing accurately.

Mr H remained unhappy with Experian, saying they were sending too many emails and he should receive a full refund as he cancelled his memberships within 14 days.

Experian issued a second final response on 26 June. In summary this said memberships cancelled within the 14-day cooling off period receive a refund of £10, and this was in line with their terms and conditions. Emails had been sent in response to Mr H's communications, as such the quantity was proportionate and sent in a timely manner. And while there had been some confusion between responses, they felt overall they'd acted fairly. They did however say they'd made an error in telling Mr H the CIFAS entries had been corrected, as they hadn't, and Mr H would need to contact the companies who loaded these again.

Unhappy with their response, Mr H referred his complaint to our service. Saying it had taken Experian too long to resolve his issues, they'd sent him too many emails and they'd only provided partial refunds of £10 for the memberships. To resolve matters Mr H wanted a full refund and compensation for the amount of time he'd spent trying to resolve matters.

An Investigator here looked at things but didn't think Experian had acted unfairly. He said Experian had raised Mr H's disputes with the third-party companies, as we'd expect and correctly referred Mr H to the companies who'd loaded CIFAS entries. While there was a considerable amount of correspondence, and at times things could have been handled more efficiently, overall he didn't think Experian had done anything wrong. He also said Experian followed their payment terms when they gave a pro-rata refund of £10, and that wasn't unreasonable.

Mr H didn't agree. He said while matters were eventually resolved, he felt this could have been done sooner had Experian sent considerably less correspondence, saving him time and inconvenience. With no resolution, the complaint has been passed to me to decide.

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 think it's important to firstly explain I've read and taken into account all of the information provided by both parties in reaching my decision. I say this as I'm aware Mr H has provided a large amount of information, which I've summarised. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

I'm sorry to hear Mr H has been a victim of identity fraud and, as a result, has experienced a significant amount of inconvenience. I don't doubt how difficult this experience will have been for Mr H. That said, I can only look at the responsibilities of the business being complained about, here that's Experian, and consider whether they've done what we'd expect of them. I've addressed Mr H's concerns below.

Soft searches and CIFAS records

It's not in dispute the searches Mr H asked Experian to remove were on his report as a result of fraudulent searches, so I can understand why Mr H wanted these removed. However, Experian don't own the data they report on – the data is owned by lenders and other third-party companies. It means Experian 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, Experian correctly disputed the entries he contacted them about. Each time, they did this soon after Mr H raised his concerns, so have acted fairly in this regard. Experian confirmed they'd been given authority by the relevant data owners to delete

all but one search and for that, advised Mr H to contact the company directly. They shared this information with Mr H promptly after receiving the information from the data owners – as expected.

I'm aware Mr H repeatedly told Experian to remove *all* searches as none related to him. But I don't agree Experian should take a blanket approach to deleting searches. I say this because Experian have a responsibility to ensure data is accurate and as such can't assume errors or fraudulent searches. In addition, while Mr H may not currently be intending to take credit, this could change in the future. As such, I'd encourage Mr H to continue to check his credit report and raise disputes for any searches he doesn't recognise.

Experian correctly told Mr H to contact the companies who loaded CIFAS entries to put right any errors – this isn't something they can amend. While it's disappointing Experian initially said the entries had been updated, when that wasn't the case, I don't think this has had a significant impact on Mr H. I say this because while the entries had small errors in the spelling of his name and address, they still explained he'd been a victim of impersonation fraud.

Password Notice of Correction (NoC)

Experian have agreed there was a delay in setting up NoC on Mr H's report, which they've apologised for. As such, I've gone on to consider any impact this delay may have had. Having done so I can't say there has been. Mr H was offered NoC by Experian on 25 January, and he provided details to set this up shortly after. Unfortunately, further searches were made the following days, on 26 and 27 January. But these happened before I think it would have been reasonable to expect Experian to have set up NoC. Additionally, Experian have explained the NoC is for credit applications and searches would not be stopped. Given this, as these were not full credit applications, the NoC was unlikely to have prevented the searches in any case. So I can't say this delay has impacted Mr H and I won't be asking Experian to do anything further here.

As part of my investigation, I noticed further soft searches recorded in June 2023 from a company I'll call Company B. I asked Experian about these, and they confirmed Mr H hadn't raised a dispute about these. Based on what I've seen, I agree. Mr H has previously mentioned soft searches from Company B, but this was prior to June 2023.

While Mr H would need to continue to raise individual disputes, as I've explained above, I'm pleased to say in this case, Experian have confirmed Company B have already removed the search from June 2023 from his credit report.

Subscription refund

Mr H registered for Experian's membership subscription, CreditExpert on 13 January and 28 February, cancelling both within the 14-day cooling off period. Experian's terms and conditions say:

"If you cancel your subscription to CreditExpert within the Cooling-off period, you'll receive a refund of £10 (a partial refund of the £14.99 monthly subscription).

We will deduct £4.99 for the value you have received in obtaining the right to access your Experian Credit Report and Score at least once before you cancelled"

Given this I don't think Experian have made an error by not refunding Mr H the full amount he paid on either occasion.

I think it would also be helpful to explain that while Experian do offer a 30-day free trial, this is only available for new customers and Experian have shown me Mr H had previously registered for, and used, the CreditExpert membership and free trial. So I can't say Experian were wrong to not allow Mr H to benefit from the free trial again.

I also think Experian made it clear Mr H was able to obtain a copy of his credit report for free. While I understand this version of his report updates only every 30 days it seems a reasonable option, should Mr H not want to pay for the monthly subscription.

Correspondence

I appreciate it's frustrating and time consuming for Mr H to contact Experian about new searches so frequently. However, as explained above, it wouldn't be reasonable for Experian to take a blanket approach to deleting searches.

I've also considered whether the amount of emails Experian sent to Mr H could be considered unreasonable. But based on what I've seen I'm satisfied Experian were trying to help and while there was a large amount of correspondence, Experian were responding to Mr H's contact, which I'd say is reasonable.

At times matters could have been resolved a little quicker, and it's unfortunate there has, on occasion, been duplication in Experian's responses as emails are sent to a shared mailbox, which has caused confusion and some incorrect information about which searches remained at times. That said, Experian have apologised for this, and I don't think they acted unreasonably or sent excessive correspondence as Mr H says. So I won't be asking Experian to do anything further here.

My final decision

For the reasons I've explained above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 February 2024.

Victoria Cheyne
Ombudsman