

The complaint

Mrs C complains Experian Limited haven't updated her credit report to her married name in a timely fashion, leading to her losing out on credit.

I can see Mr C has supported Mrs C in bringing this complaint, but for simplicity I'll mainly refer to her in this decision.

What happened

Mrs C applied for a credit card with a company I'll refer to as B which was turned down. At the same time I understand she ordered a statutory credit report as she was also intending on applying for a mortgage in the near future – and the report she received in her married name didn't include any credit history for her maiden name. Mrs C contacted Experian to try and get this matter resolved, and said she encountered lots of problems – including not being able to speak to people on the phone, because she didn't have a paid membership. Mrs C said this was against General Data Protection Regulations (GDPR) because they had to be able to access their data. Mrs C was able to get a statutory credit report in her maiden name also. Unhappy with the issues, she complained.

Experian said they could add other names to someone's credit report but needed Mrs C to complete an alias form she'd been sent to merge the accounts. Experian said this was the quickest way to get the accounts merged. Experian said they understood Mrs C didn't want to fill out the form and felt that with the information she had given over the phone, they should automatically do this. They'd checked, but confirmed the alias form did need to be completed – or Mrs C could wait until company's she's got accounts with create an alias – and once they send over the information they can merge the accounts.

In respect of calling them, Experian explained for them to support Mrs C over the phone she'd need to be a CreditExpert subscriber. They went on to explain customers who don't have a subscription or have a free Experian account can make contact by post, live chat, or filling out a form on the website.

Unhappy with this Mrs C asked us to look into things. When doing so, she set out her request for resolving this case:

1. Immediate rectification of the error by Experian and communication with all credit lenders about the mistake that has been made and the impact recorded of the missed opportunities.
2. Removal of the declined credit card application to B from Mrs C's credit history and a merge of the two Experian profiles of Mrs C, with a written statement from Experian to confirm such action has been taken.
3. For the wider public a dedicated helpline for non-paying consumers for such errors therefore enhancing greater accessibility for those disenfranchised i.e. disabled people.

4. Compensation of £8,500 – made up of likely £7,000 credit limit based on existing credit limits, £1,000 opportunity loss due to not being able to access existing credit, and £500 for inconvenience of calls with multiple third parties.

One of our Investigators considered things, and overall he felt Experian had acted fairly – so didn't uphold the complaint.

Mrs C didn't accept this and asked a substantial amount of questions following this – which our Investigator addressed. Ultimately, they couldn't reach a resolution, so the complaint's 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 I've summarised Mrs C's complaint in considerably less detail than she has. 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. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

Fundamentally, the crux of this complaint is whether Experian have acted fairly in their response to Mrs C's request to update her name on her credit report.

Mrs C wanted Experian to update her credit report without any official confirmation from her, or from a lender, that she'd asked them to. This was based on all of the information they had on file which showed she and the profile in her maiden name were the same person.

Experian don't own the data they report, the data is owned by data providers – such as credit card companies, banks, utility companies, councils and so on. Experian said there were two ways in which they'd have updated and linked Mrs C's profile to that with her maiden name.

Option one was for lenders to provide the update – and option two was for Mrs C to complete an alias form.

Both options seem reasonable to me. I say this because in option one it'd be reasonable for Experian to expect the data provider to have carried out appropriate identification checks before changing the name on their account and then reporting that.

And in respect of the alias form, again this seems reasonable on the basis Experian would need to have some kind of evidence and record for processing what I'd suggest is quite a significant change. I've also noted the end section of the alias form says *"I confirm that the above information is correct and Experian may update their records with the information I have given. I understand that if I make a false statement and obtain finance that I would not have otherwise obtained as a result I may be guilty of a criminal offence. I also understand that Experian may verify the details I have given against their own records"*. In the circumstances then, it seems reasonable to require Mrs C to have gone through one of these two options.

So, I don't think Experian acted unfairly in insisting on Mrs C completing an alias form.

I've noted Mrs C has referred to the disputes process – saying this would have been quicker to get her name updated. But the disputes process is primarily designed for where there is incorrect information on a credit report with a specific lender. From everything I've read, I understand Mrs C believes this is correct – her name was wrong. But I wouldn't agree with that interpretation. Instead, I'd suggest her name was *out of date* with Experian – not wrong. And that's because, as far as I can see, no lenders had updated her married name on their systems and subsequently reported it to Experian.

Mrs C has referred to another company, who I'll refer to as V, who sent her a letter telling her they'd updated her details on 30 January 2024 to her married name. So, Mrs C says this is evidence V had updated the name on their system, and the turning down of the credit card by B on 12 February 2024 was unfair as a result of Experian not having processed the change.

While I understand Mrs C's point, I don't agree with this. The processing of data from data providers to Experian is automated in most cases due to the sheer number of records processed every day. I'm also aware most data providers provide monthly updates to the various credit reference agencies. That means although V had updated the details on their system by 30 January 2024, I've not been provided with any evidence which proves they'd told Experian this at the point of B assessing the application. With that in mind I think it's more likely than not if V had updated Mrs C's married name with Experian before B assessed her application – then her credit report from her maiden name would have been linked to her married name.

So, taking everything into account, I've seen nothing to suggest V had processed the change of name with Experian at the time of B assessing Mrs C's application.

Mrs C has asked why, if completing an alias is so integral to linked all of her information, was this not brought to her attention when asking for a statutory report.

I think the fair answer to this is because credit reference agencies likely expect consumers to update their details with their finance providers. Those providers then update their records, and in their regular updates, in turn update the information on the credit reports. As such, I don't think an alias is essential – but one of two things needs to have taken place – and this is one of the options and seems the quickest option for the reasons mentioned above.

I can see Mrs C wants Experian to offer a phone line where people can get in touch – and have suggested it's against GDPR law to not do so. I take Mrs C's point, but I can't decide whether Experian have broken the law or not as that's outside my remit. What I can say is they offered Mrs C legitimate options to move her concerns forward, so I think they've acted fairly. Additionally, it's not my role to order Experian to implement things into their processes.

I'm aware Mrs C has referred to previous decisions our service has issued. Each case is considered on its own individual merits – and I don't think Experian have done anything wrong in this case.

Finally, I do want Mrs C to know I've taken account of all of the information she and Mr C have provided to our service – including their email of 10 May 2024 with attachments, and the email dated 31 May 2024.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or

reject my decision before 22 November 2024.

Jon Pearce
Ombudsman