

The complaint

Mr O complains that TransUnion International UK Limited (TransUnion) reported incorrect information about his electoral registration on his credit report and failed to resolve the matter within a reasonable timeframe.

What happened

I issued my provisional decision to both parties on 25 July 2024, which set out the background and my provisional findings on this complaint. My provisional decision said:

In May 2023, Mr O found TransUnion were reporting his electoral registration duration as 32 months, when he'd been registered at the same address since October 1999.

TransUnion said Mr O's electoral registration start date was correctly reported as October 1999 and anyone looking at his report would be able to see this. However, it had been notified by his local council that Mr O opted into the open register in December 2020 and therefore his online account will show the duration since the last status change. TransUnion manually amended its records to resolve the issue for Mr O in March 2024.

Unhappy with TransUnion's response, Mr O referred his complaint to this service. He said it had taken over 10 months for TransUnion to resolve the issue and there was no offer of compensation for the considerable amount of time and effort it took for him to deal with it.

Our Investigator reviewed matters and said TransUnion hadn't made an error, so they couldn't reasonably ask it to pay Mr O compensation. Mr O didn't accept our Investigator's findings. He said:

- He'd never changed his open register status, so his electoral registration period has never been broken.*
- The council's response confirmed it's a common occurrence for credit reference agencies to hold incorrect electoral information.*
- The facts of this case are the same as a previous case which was upheld by this service.*

As no agreement has been reached, the matter has 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.

In considering what is fair and reasonable, I've taken into account the relevant industry rules and guidance, and what would be considered as good industry

practice.

Firstly, it's important to note that each case considered by this service is reviewed on its own individual merits. So, the previous decision made on a separate case reviewed by this service has no bearing on my decision on this complaint. This complaint relates to the way in which TransUnion has displayed Mr O's electoral registration information – so this is what I'll be addressing in this decision.

The information held by Credit Reference Agencies (CRAs) is provided to them from sources such as financial businesses, local authorities and utility companies, who are the owners of the data. CRAs can only display the information provided by the data owners. They do not actively approach data providers for information, rather it is sent to the CRA in a data package for them to report.

TransUnion confirmed Mr O's local council had reported a change to his open register status from December 2020, which is the information Mr O could see online. To clarify, the open register contains the same information as the electoral register, but can be sold to any person, company or organisation for a wide range of purposes. Individuals can opt out of having their personal details on the open version of the register and this will not affect their full electoral registration.

While I don't doubt Mr O when he says he never opted back into the open register, I've seen no evidence to support this was reported due to an error made by TransUnion. Mr O submitted a Subject Access Request (SAR) to his local council and provided the information from TransUnion which set out the historic open register status changes reported. The council responded to confirm Mr O had been continuously registered for voting purposes at the same address since 1999, but didn't comment on the dates Mr O had been opted in and out of the open register. The local council did say that it's common for CRAs to report electoral information incorrectly, but that doesn't mean TransUnion did here.

Based on the information available to me, it seems more likely than not that TransUnion correctly reported the information provided by Mr O's local council. And because of the way in which TransUnion's system works, this triggered the reporting of an incorrect electoral registration duration online, as it only picks up the last unbroken period.

TransUnion were provided with the council's response in January 2024. As this didn't confirm the dates Mr O was opted in and out of the open register, it asked Mr O for further information, at which point Mr O raised his complaint.

In the absence of any further information from the local council, TransUnion agreed to amend its records to show Mr O as "Not Opted Out" of the open register continuously since October 1999, so it displayed in the way Mr O wanted online. TransUnion explained this could change in the future if the council supply it with different information about his open register status – as this will override any manual updates made by TransUnion given the council owns the data.

I'm satisfied TransUnion manually amending the record was a reasonable way to resolve matters for Mr O here. However, TransUnion didn't do this until March 2024, 10 months after Mr O first contacted TransUnion about the issue.

When Mr O contacted TransUnion in May 2023, he attached evidence that he has been registered on the electoral roll continuously at the same address since October 1999. TransUnion has also confirmed it already held this information and

was reporting this via Mr O's credit file, as well as his open register status. So, TransUnion already had enough information to be able to amend its records back in May 2023, and I can't see any reason why TransUnion couldn't do this to resolve matters for Mr O at this time.

TransUnion also failed to effectively communicate with Mr O regarding the issue. It took TransUnion over four months to respond to Mr O and confirm his electoral roll registration start date showed correctly as 28 October 1999 on his credit file. It then took TransUnion a further four weeks to explain how his open register status had been reported and the impact this has on how his electoral registration information is displayed on his credit file.

As this service is not the regulator, I cannot fine or punish TransUnion. But I can consider the impact caused to Mr O and this is what I've thought about.

Prior to TransUnion amending Mr O's record, anyone looking at his credit file, such as potential lenders would've still been able to see the full duration of his electoral registration. I'm therefore unable to say this information was missing from Mr O's credit file, or that this would've negatively impacted his creditworthiness.

However, I do think TransUnion's inaction and lack of helpful communication caused him unnecessary inconvenience and frustration over a prolonged period of time. Had TransUnion clearly communicated the reason for the incorrect duration displayed on his online account, and corrected this within a reasonable timeframe, he would've been reassured that the information on his credit report was accurate. As this didn't happen, Mr O was caused avoidable inconvenience trying to resolve the matter.

So, I think it's fair that TransUnion pay Mr O £200 compensation in recognition of this. I'm satisfied this fairly reflects the level of distress and inconvenience caused to Mr O and falls within our award ranges for situations like this.

Responses to my provisional decision

Both TransUnion and Mr O have confirmed their acceptance of my provisional decision and offered no further comments or submissions.

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.

As there are no further submissions for me to consider in relation to this matter, I see no reason to alter the conclusions reached in my provisional decision as set out above. So, I still uphold this complaint and require TransUnion to pay Mr O £200 compensation.

My final decision

For the reasons set out above, my final decision is that I uphold Mr O's complaint about TransUnion International UK Limited. I now require it to put things right as described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 28 August 2024.

Nicola Bastin

Ombudsman