

## **The complaint**

Mr H complains Experian Limited have incorrectly reported a County Court Judgment (CCJ) on his credit file. He's also unhappy with some missed / late payments markers which have been reported.

## **What happened**

When checking his credit file Mr H noted Experian had recorded a CCJ, and missed / late payments for a company I'll refer to as B.

Mr H wasn't happy with the CCJ, because it related to a family member, and wasn't his CCJ. And he didn't think it was fair B were reporting missed / late payments, because he didn't think he owed B anything. Mr H said the CCJ impacted his mortgage application.

Experian said sorry for matching the CCJ to Mr H's credit file. They said the name and address was the same, without any date of birth given, which is why their system incorrectly matched it. But, they'd now removed the CCJ. In respect of the payments to B, they'd disputed these, and B didn't agree to remove them. So, there wasn't much they could do regarding that. But, overall, they upheld Mr H's complaint, refunding him £14.99 for the subscription he had while the incorrect information was on his credit file – and sending him a cheque for £50. Experian said in respect of the mortgage they could see the search from the mortgage lender was 20 June 2024, and the CCJ wasn't applied until 25 June 2024. They offered to have a look at any financial loss Mr H said he'd incurred because of this.

Unhappy with this Mr H asked us to look into things. One of our Investigators did so but found Experian had put matters right fairly.

Mr H didn't accept this, he said:

- The outcome was very unfair
- He's lost money on his mortgage
- Experian didn't follow the correct process for applying the CCJ

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.

### *CCJ*

I agree it's disappointing a CCJ that didn't apply to Mr H was attached to his credit file. Experian have explained this was because it was for a family member with the same name as him, who lives at the same address. Experian said no date of birth was provided.

In the circumstances, I can understand why Experian would have matched this incorrectly – given the name and address were the same. But it's still a mistake and I do take Mr H's point that it isn't his problem their systems didn't work properly.

To award Mr H financial losses or compensation, I'd need to be satisfied there has been an impact on him.

In terms of the financial losses - anything Mr H claims for relating to his mortgage application would fall under this heading. But, Experian and our service have both asked Mr H to evidence the financial losses he says he's suffered, and he's not done so.

I've also seen Mr H's credit files. These show a search by a mortgage company on 20 June 2024 – with the CCJ not being applied until 25 June 2024. This suggests when the mortgage application was done, no CCJ was on Mr H's credit file – so it couldn't have impacted his mortgage.

In the circumstances, I'm not satisfied there are any financial losses to award to Mr H.

Thinking about compensation, I've noted Experian sent Mr H a cheque for £50. In the circumstances, I think that's fair. Undoubtedly it's not ideal the CCJ was matched to his credit file in error – but I think given the only data Experian were given was the same data that matched Mr H's, it's an understandable error. I realise it will have been stressful for Mr H to find this on his credit file, but it seems he also knew it wasn't his – so I think that'll have lessened the impact somewhat. Because of that, I'm satisfied £50 compensation is fair. It's unclear if Mr H has cashed the cheque he received.

#### *Missed / late payments recorded by B*

Mr H complains B shouldn't be reporting missed / late payments on his credit file because he doesn't owe them anything. Mr H has told us about his health conditions, and I thank him for that. I don't doubt this has made dealing with this issue even more difficult – but fundamentally I still have to decide if I think Experian have done anything wrong or not.

Experian said they'd disputed the entries, and B said they were correct, so there wasn't anything they could do as they don't own the data.

Experian are correct, they don't own the data they report, they're provided with it by the data providers, in this case that's B. This means they can't alter the data unless they're given permission to do so. In these situations, Experian is expected to dispute the entries with B, and if B agree they can be removed, then Experian can do so. If B don't agree, then Experian have taken reasonable steps to challenge the data.

Here, B didn't agree, they said:

*Insurance payment did not clear the settlement amount and therefore a shortfall balance remained. This was communicated a number of times to the customer via telephone call and email, however, customer refused to make payments to the shortfall balance. Data is accurate on our system.*

In the circumstances, I don't think there is more Experian can do, as B say the missed / late payments are correct. So, I don't uphold this element of Mr H's complaint.

#### **My final decision**

Experian Limited have offered £50 to resolve this complaint and I'm satisfied that outcome is fair in all the circumstances.

So, my decision is Experian Limited should pay Mr H £50. If Mr H has cashed the cheque he was sent, then there is nothing more for them to do. If Mr H hasn't cashed the cheque, Experian should cancel it and reissue it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 19 March 2025.

Jon Pearce  
**Ombudsman**