

The complaint

Mr H complains TransUnion International UK Limited reported incorrect information about him, which meant he was accepted for credit that wasn't suitable.

What happened

Around 2009 Mr H says he was approved for finance with a company I'll refer to as V, who he says lent to him irresponsibly.

Over many years Mr H has raised several complaints with V. In November 2024 he says he became aware V had obtained information from TransUnion (previously known as CallCredit) which he says was incorrect and caused V to approve him finance, when they shouldn't have.

As a result, Mr H contacted TransUnion saying V had approved him for finance when he was unemployed. He explained V had told him they'd been provided an affordability product from TransUnion as part of their credit worthiness decision.

TransUnion considered Mr H's communication as a complaint and issued their response in November 2024. In summary, they didn't consider they'd acted unfairly and hadn't provided V an opinion about Mr H's credit worthiness. Separately they also told Mr H they wouldn't have information about a person's employment status.

Unhappy with TransUnion's response, Mr H brought his complaint to this Service. He explained he'd been made aware TransUnion had provided V incorrect information – which meant he was accepted for finance when he was unemployed. Mr H explained the significant impact this had on him both financially as well as on his mental health.

An Investigator here reviewed matters but concluded TransUnion hadn't acted unfairly. Saying they'd not seen anything to say TransUnion were responsible for V's decision to lend and it was Mr H who'd told V he was employed when this wasn't the case. They also said, while TransUnion hadn't been able to provide details about what they shared with V, this wasn't unreasonable given the time that had passed.

Mr H didn't agree and asked whether TransUnion held past or present employment data in 2009 and if that information was given to V. He also pointed to details on TransUnion's website that said their affordability product was launched in 2024, so questioned how V received this in 2009.

Our Investigator put this to TransUnion who said they would have provided a report – but no longer held details of what this contained. As such, the Investigator remained of the same opinion – that TransUnion hadn't acted unfairly. They also explained it wasn't necessary to involve V in this complaint, as Mr H suggested.

Mr H remained unhappy and considered incorrect information was the root cause of V's decision to lend. So, with no resolution this 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.

In doing so, I've taken into account the relevant industry rules and guidance, and what would be considered as good industry practice.

I want to firstly say I can see this has had a very significant impact on Mr H's life and I was extremely sorry to hear of the distress and difficulty it's caused him. I'd like to thank Mr H for sharing details of this impact with our Service. I won't repeat them here, as our decisions are published, but I want Mr H to be aware I've considered what he's said when coming to my decision.

I realise I've summarised this complaint in less detail than both parties. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. But this doesn't mean I've not considered everything both parties have said.

I should also say this decision will only consider the actions of TransUnion – not those of any other third-party, such as V. I say that because I'm aware Mr H has raised several complaints with V and this Service previously, but they are separate to this complaint and won't form any part of the decision I come to here. And, for reasons I'll go on to explain, I also don't consider it necessary to involve V in this complaint as Mr H has suggested.

For completeness, TransUnion initially didn't agree for our Service to consider Mr H's complaint as they said it had been brought too late under certain time limits. However, our Investigator explained informally why they thought it likely we could consider it, and TransUnion provided their consent. So on this point, all I will say is that I agree with our Investigator and will go on to consider the merits of Mr H's complaint.

In this case, TransUnion haven't been able to provide a copy of the information provided to V in 2009 due to the time that's passed. I don't think that's unreasonable as I wouldn't expect a business to hold all information 16 years later. In addition, TransUnion were known as CallCredit at that time – so it's reasonable to say practices could have been different. But for reasons I'll go on to explain, I don't think this impacts the outcome in this case.

When we don't know exactly what has happened, we need consider what is, more likely than not, to have happened. Here, TransUnion have told Mr H they don't currently hold information relating to a person's employment and we can't say for certain what information they may have held, or shared, in 2009. While a credit report doesn't usually include details of employment status, credit reference agencies (such as TransUnion) could hold the information if it is given to them by either the consumer or other data owners.

But as our Investigator explained, TransUnion don't own the data they report on – the data is owned by lenders, third-party companies and other organisations. The responsibility of reporting accurate and up to date information therefore rests mainly in the hands of the data providers. Credit Reference Agencies (CRA's), such as TransUnion, don't actively approach data providers for information, rather they are sent to the CRA in a data package for them to report. CRAs then report whatever information they have been given.

Not owning the data also means TransUnion aren't generally responsible for the data provided, but must take reasonable steps to ensure it is accurate, and investigate when a dispute is raised. Here Mr H hasn't said he raised a dispute in 2009 and I've seen nothing to suggest he did. So even if TransUnion held Mr H's employment data, shared it with V and it was incorrect, they wouldn't be responsible unless they were notified at the time.

As our Investigator explained the data TransUnion hold also isn't available in real time. What this means is, if the data hasn't been updated by the consumer, lenders or other third-party companies that isn't the responsibility of TransUnion.

Mr H has told this Service when he was approved for finance with V, he'd told them he was employed, but he'd in fact lost his job a few weeks previously. So it's more likely than not if TransUnion held data about his employment status it wouldn't have been up to date in any case. Either because he'd not told them, or because he'd not told other lenders. But as explained above, that isn't something I could hold TransUnion responsible for – even if the data was out of date.

While I can't consider the actions of V as I've explained, I note they said to Mr H in 2024:

"In making the credit worthiness decision [V] obtained an affordability product from CallCredit (Now TransUnion) which was used to make a sound credit decision... We rely on confirmation of employment, strong credit check information and pre-contractual transparency of repayment obligations to assess affordability.."

They went on to say:

"Despite these checks, it is crucial that the information supplied by you was accurate and truthful to ensure that the assessment was correct."

So given this, I can't agree the confirmation of employment V says they relied on was necessarily from TransUnion. And as they've gone on to say it's crucial the information Mr H supplied was accurate – which unfortunately wasn't the case. So I can't hold TransUnion responsible for that.

I understand Mr H has questioned why V has referred to obtaining an affordability product (in 2009), when TransUnion's own website says these were introduced in 2024. As explained, I can't comment on the actions of V, and it may be the case they've used up to date terminology to describe what they received in 2009. But in any case, that doesn't change the outcome here as ultimately, the decision to lend was V's and as I've explained above TransUnion aren't responsible for any information it did, or didn't, provide. It's for these reasons I also don't deem it necessary to involve V in this complaint.

I appreciate this will come as a disappointment to Mr H, as he wants to find out exactly what information TransUnion held and provided V – but as I've explained, that's not always possible. And in any case, even if I were to find TransUnion provided V information to say he was employed, I couldn't hold TransUnion responsible. Both because the decision to lend sits with the lender (V in this case) and because TransUnion wouldn't have been responsible for updating Mr H's employment status as there's nothing to suggest they'd been told this had changed.

Overall, while I can see this has been a difficult time for Mr H, I've seen nothing to say this is as a result of TransUnion's actions. So I won't be asking them to do anything here.

My final decision

For the reasons I've set out 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 27 May 2025.

Victoria Cheyne
Ombudsman