

## **The complaint**

Mr P complains Experian Limited are reporting incorrect information about him on his credit file.

## **What happened**

Mr P held several accounts with a bank, I'll refer to as H. He says H froze, restricted and reduced his accounts requiring him to use a credit card, also held with H, for essential spending.

Subsequently H defaulted Mr P's accounts and a default marker was recorded on his credit file around October 2022.

Mr P says the actions by H have caused him significant financial difficulties, impacting his health and ability to pay rent and essential bills – among other things. Unhappy Mr P raised a complaint against H and asked Experian to remove the information they were reporting about him.

Experian raised a dispute with H, but they didn't give consent for Experian to remove the information. Mr P says, as a consequence of H's actions he raised a complaint with Experian. As he considers they were reporting incorrect information from H, on his credit file and won't investigate matters.

Experian responded to Mr P, explaining because H hadn't given consent to remove the information, they were unable to do anything further. They did however offer Mr P to add a Notice of Correction (NOC) to his credit file.

Unhappy, Mr P complained to this Service about Experian. An Investigator here reviewed matters but concluded Experian hadn't acted unfairly, saying as they weren't the data owners – H were – Experian couldn't do anything further without their consent.

Mr P didn't agree and said Experian should investigate. He explained the impact this had had on his health and finances, saying he'd been left homeless and without money as a result. He considered Experian were wrong to present information that wasn't correct as it's impacting his credit score and later added they'd refused to call him while abroad.

While the complaint was with our Service, Mr P provided Experian with some wording for the NOC, but they've so far refused to add this, saying the wording he provided doesn't meet their requirements. Our Investigator explained this wasn't something our Service could consider and that it was the role of the Information Commissioners Office's (ICO), to consider issues such as this.

Mr P remained unhappy and considered our Service shouldn't come to a decision until he had all the information on his complaint against H, including details of H's internal systems. He also considered Experian were wrong to accept H's information as being accurate. As an agreement hasn't been reached, the case 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 P's life and I was extremely sorry to hear of the distress and difficulty it's caused him. I'd like to thank Mr P for sharing details of this impact with our Service. I won't repeat them here, as our decisions are published, but I want Mr P 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 Experian – not those of any other third-party, such as H. I say that because I'm aware Mr P has also raised a complaint with H and this Service – he considers what's happened with Experian to be a consequence of H's actions. I understand Mr P thinks these should be considered together, and our Service shouldn't make a decision on his complaint against Experian until the matter with H is resolved. But, for reasons I will go on to explain, I don't consider it necessary to wait until matters are resolved with H.

In part, that's because I can only consider what's already happened and the actions Experian took in relation to that. If any outcome he receives about H means Experian should do something differently, it wouldn't impact the outcome of this complaint. I'm also aware Mr P asked our Service to wait until he'd collated more information against H, but for the same reasons as above – any new information he receives won't make a difference to how Experian has handled things up to this point. He can share any information he receives about H with our Investigator, and it can be considered in relation to his complaint against H, but not here.

### *Information on Mr P's credit file*

Mr P is unhappy with the information Experian are reporting on his credit file, provided by H - particularly in relation to a default from 2022, as well as other information he doesn't consider fair.

As our Investigator explained, Experian 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 Experian, 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 Experian 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. Experian did that here and raised a dispute with H, shortly after Mr P raised it, asking whether the information displayed, particularly in relation to the default with H, could be removed. But H didn't provide its consent for Experian to do so – so there was nothing further Experian could do.

Even though Mr P disputes the data Experian hold is correct, that doesn't mean Experian are able to remove it. It also means, in future, if it's found H have made an error, Experian wouldn't have acted incorrectly by reporting this data previously. That's because, as explained, they can only report on information they've been given by lenders and other third-party companies. And as it currently stands, H haven't provided consent for Experian to remove this.

This also means Experian aren't required to investigate matters further – as Mr P has requested. It's reasonable for them to take the data owners response and apply it, as they have done here.

### *Credit score*

Mr H says information on his credit file has impacted his credit score. As I've explained, Experian did what they needed to here, and raised a dispute about the information Mr P considered to be incorrect – but H didn't give Experian the authority to remove it. So any impact this has on Mr H's credit score can't be amended.

But in any case, a credit score is simply a numerical figure that can be used to give some general comprehension of whether your credit record is in a good place, or not. The score will fluctuate regularly, based on various factors, including among other things, the balance held on credit accounts when the score is generated, or the amount of available credit being used. Lenders don't see this score – it's simply an indication of how a potential lender may view an individual's credit rating, rather than a formal assessment. Instead, lenders use data from credit reference agencies such as Experian, along with information the applicant has provided to assess a credit application, using their own systems.

As such, Mr P's score wouldn't impact any potential future applications. And while this situation is no doubt frustrating for Mr P – it might help to look at the score as Experian's view rather than something which is set in stone.

### *Notice of Correction*

While the complaint has been with our Service Mr P has asked Experian to add a NOC to his credit file, but Experian have refused – based on the wording he's provided. As our Investigator has said our Service is unable to tell Experian whether they should, or shouldn't add certain wording within a NOC, that's the role of the ICO. And I can see Experian have already confirmed to Mr P they've raised his complaint on that matter with the ICO. So I won't make any further comment on that point.

### *Customer service*

For completeness, I'm also aware Mr P has now said he's unhappy with the service he received from Experian – particularly that they said they were unable to call an international number. While I appreciate this is frustrating, I can't ask Experian to call international numbers if it is not their process to do so. And for the avoidance of doubt, Experian had already issued their final response to Mr P's complaint by this point – so I don't think a call would have changed the outcome here in any case.

I appreciate this will come as a disappointment to Mr P, but based on what I've seen Experian haven't acted unfairly. They raised a dispute about the data they held and did so quickly, but the response they received from H didn't allow them to remove it.

So while I can see this has been an extremely difficult time for Mr P, I've seen nothing to say this is as a result of Experian's actions or that they've acted unfairly. 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 P to accept or reject my decision before 30 May 2025.

Victoria Cheyne  
**Ombudsman**