

## **The complaint**

Mr D complains Experian Limited is reporting incorrect information on his credit file.

## **What happened**

When applying for lending, Mr D noticed his credit score was lower than expected. As a result, he reviewed his credit file and said Experian was reporting an account, held with a company I'll refer to as O, that had defaulted.

Unhappy Mr D contacted Experian to dispute this – initially saying he didn't recognise the amount. Mr D also contacted O, who he says told him it couldn't locate a defaulted account, under his name or address.

Experian considered Mr D's concerns as a complaint, issued its final response and raised a dispute with O in August 2024. Its final response explained it wasn't able to amend information on a credit report without the permission of the company that provided it (O in this case). And as it had contacted O to request this it didn't consider it had acted unfairly. O later responded to the dispute, but it didn't give consent for Experian to remove the information – so Experian explained there was nothing further it could do.

Around December 2024, Mr D wrote to Experian again saying he'd understood it had suppressed the information on his credit file - but that the defaulted account was now showing again. Experian reiterated it was unable to remove the data without O's permission, which it hadn't received. It also explained it didn't have access to the agreement he may have entered with O.

As Mr D remained unhappy, he brought his complaint to this Service, saying the issue was preventing him obtaining credit. An Investigator here reviewed matters but concluded Experian hadn't acted unfairly, saying as it wasn't the data owner – O were – Experian couldn't do anything further without its consent. They also explained Experian wouldn't be provided, or have access to, agreements between O and Mr D. But that didn't mean it had made an error.

Mr D disagreed, explaining O hadn't been able to find the account. In summary Mr D said Experian had failed to identify and check the information it holds before reporting on it. He questioned how the information could be said to be accurate, given Experian held no information about it – and in any case he'd not signed an agreement with O.

As no agreement has been reached, the 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.

Firstly, I should say this decision will only consider the actions of Experian – not those of any other third-party, namely O. I say that because Mr D is disputing the information O hold and says O hasn't been able to find an account for him. And as a result, doesn't consider Experian should be reporting it. But as this complaint is about Experian, it's only the actions of Experian I can comment on.

As our Investigator explained, Experian don't own the data it reports 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 it to report. CRAs then report whatever information they have been given.

Not owning the data also means Experian isn'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 O, shortly after Mr D raised it, asking whether the information displayed in relation to the default with O could be removed. But O didn't provide its consent for Experian to do so – so there was nothing further I'd expect Experian to do. Experian shared this information with Mr D and provided the telephone number it had been given by O, in order to call O to discuss the matter further.

I understand Mr D called O, but was told again it couldn't find an account under his name or address. It's not clear why Mr D was told this, as O has since told this Service there is a defaulted account in Mr D's name, but I can't hold Experian responsible for what he was told by O. Experian did what I'd expect here by raising the dispute, and sharing the response it had received from O. So I can't say it's made an error.

I appreciate Mr D understood Experian would suppress the data – sometimes a CRA may do this, but only until a point the data owner responded. Here O responded quickly, so the data couldn't be suppressed after this point. I note Experian apologised, when it was told by Mr D he thought the data would be suppressed. But even had he been told this that wouldn't change the outcome here as I can see Experian correctly told Mr D in August that it was only able to remove the data with O's consent, which it didn't receive.

While Mr D considers Experian failed to identify and check the data before reporting on it, and that it should hold some form of record, such as the credit agreement – this isn't the case. While Experian are sent large amounts of data from the data owners, this wouldn't include details such as credit agreements. And it's only at the point a consumer queries the information that Experian are required to dispute it – as it did here.

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

But in any case, it might be helpful to explain, 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 D's credit score itself in isolation wouldn't impact any potential applications. And while this situation is no doubt frustrating for Mr D – it might help to look at the score as Experian's view rather than something which is set in stone.

I appreciate this will come as a disappointment to Mr D, but based on what I've seen Experian have acted fairly. It raised a dispute about the data it held and did so quickly, but the response it received from O didn't allow them to remove it. And it's no doubt frustrating for Mr D that O has told him it can't find the account, but that isn't something I can hold Experian responsible for.

So while I can see this has been an extremely difficult time for Mr D, I've seen nothing to say this is as a result of Experian's actions or that it has acted unfairly. So I won't be asking Experian 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 D to accept or reject my decision before 11 July 2025.

Victoria Cheyne  
**Ombudsman**