

The complaint

Mr B is unhappy with how Experian Limited handled his request to amend the Password Notice of Correction (PNOC) on his credit file.

What happened

The background to this complaint and my provisional findings were set out in my provisional decision sent to both parties on 1 May 2025. The background and my provisional findings are copied below and now form part of this final decision. Responses to my provisional decision from both parties are set out below this.

Background

Mr B was a customer of a company which experienced a data breach which in turn meant Mr B's data was potentially exposed to fraudsters. The company set up a service with Experian for Mr B called an Identity Plus Breach subscription to help protect his data. In May 2024 Mr B therefore applied to Experian to place a PNOC on his Experian credit file.

The PNOC is a note on a customer's credit file to assist in preventing the individual from being a victim of fraud. A password is chosen by the individual which creditors must then obtain from the individual as authority to search their credit file.

In October 2024 Mr B applied for a lease for a new car with Company V, who use Experian for their checks.

Company V attempted to carry out their Experian search on 16 October 2024, but due to the PNOC they required the password from Mr B to access his Experian credit file. On 19 October 2024 Company V asked Mr B to get in contact with them. When Mr B did, Company V asked for his password but Mr B could not remember it. As Experian were closed at the weekend, Mr B contacted Experian on Monday 21 October 2024.

Mr B made several attempts to contact Experian on 21 October 2024 using different channels of communication including calls to Experian's switchboard, emails and attempted to use the online chat service which was not working.

Experian's auto acknowledgments to Mr B's emails from 21 October 2024 and the following days, explained they would be in touch within three days.

Experian emailed Mr B on 24 October 2024 setting out the documentation required from him to reset his forgotten password. The email also included a dedicated phone number and opening times used for the Identity Plus Breach subscription service Mr B had been signed up to.

Mr B called the number several times on 24 October 2024, confirming what was required to be sent to Experian and to then confirm receipt of the documents he had sent that day. Mr B says he was told in one of these calls it could then take up to 10 days to change his password.

On Monday 28 October 2024 Experian acknowledged receipt of Mr B's documentation by email and let him know the documentation had been sent to the relevant team for verification. On receipt of this email Mr B raised his complaint the same day. Experian emailed Mr B on 31 October 2024 to say they would see what they could do and responded to his complaint on 1 November 2024.

Experian did not uphold Mr B's complaint explaining they had worked his request in accordance with their timescales and that given the nature of the request Mr B was making it was reasonable for them to carry out appropriate checks before changing his password. They confirmed in the same response (on 1 November 2024) that Mr B's password had been changed and would be updated within 24 hours.

Our Investigator did not uphold Mr B's complaint as they found Experian had worked within their expected timescales and it was important checks were carried out to ensure it was Mr B requesting the password be changed.

Mr B disagreed. He said the process to change his password had not been made clear and it was different to what had been required to set up the password. Mr B also raised various points about Experian's poor customer service. Mr B maintained Experian's poor handling of the matter had cost him at least £750 (part of Company V's deal for the car) together with costs to sort everything out.

My provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr B has raised several points in his complaint, but I have not answered each and every one, rather I have focused on what I think is relevant for me to reach a fair and reasonable decision in this case. However, I assure both parties I have reviewed all the available evidence and submissions.

It may also help if I explain that the role of this service is to resolve individual complaints based on what is fair and reasonable in the circumstances of each case. So it is not for me to fine or punish a firm, or request the firm change their processes or practices – those are considerations for the regulator, the Financial Conduct Authority (FCA).

When deciding what is a fair and reasonable resolution to a complaint, I am required to take into account any relevant law and regulations; regulators' rules, guidance and standards; codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

At the heart of this matter is Mr B's frustration with the length of time taken to change the password for his PNOC and how Experian engaged with him during the process.

I have not found anything within the regulatory framework or otherwise which sets out in circumstances such as these, what Experian should do when changing a password or how long it should take.

From my review of what happened I think Experian changed Mr B's password within their own expected timescales. Mr B's emails were acknowledged and then actioned within three days of receipt and Mr B's password was changed within seven working days of his documentation being verified. There is therefore nothing here to persuade me Experian fell short in terms of their own imposed process.

However, I am also mindful of Experian's responsibility to ensure they treat their customers fairly so I've looked more closely at the engagement between Experian and Mr B during the course of these particular events.

As part of the service made available to him it is clear Mr B chose to set up the PNOC when he emailed Experian directly. And I think it's fair to say Mr B, understandably, did this to help prevent any possible fraudster using his data.

I have seen an email from Experian to Mr B which confirmed his password for the PNOC had been set up and that it was explained to Mr B that any future credit applications could now take longer. But I note this email did not include a contact number for this particular service and it only referenced what was needed to change the password if the old password was still known - so there was nothing about what to do if the old password was forgotten.

Prior to 24 October 2024 (when Mr B first meaningfully spoke to someone about his problem), Mr B made several attempts to contact Experian via their different communication channels – including telephone, email and online chat. Mr B said attempts to use the online chat facility had failed as it was not working. He called the switchboard who were unable to put him through to anyone and his emails were auto acknowledged, citing up to three days for a response and directing customers to the website for information (on which I could not find the number Experian quoted (on 24 October 2024) to Mr B for the service he had).

It is disappointing the chat facility was not working, but as Mr B was able to use other channels of communication I think it's fair to say he was able to make some sort of contact with Experian.

Experian have explained that one of the numbers Mr B called was only available for CreditExpert membership, and as Mr B was not a CreditExpert member this number wouldn't have been able to deal with Mr B's request. The other number he called was Experian's switchboard.

Both parties accept Mr B made attempts to speak to Experian prior to 24 October 2024. Unfortunately the call recordings for these calls are not available, so it is not possible to know what exactly was said to Mr B – he only mentions he was told there was no one he could speak to about his problem.

I understand Experian have dedicated phone lines for certain customers – it is a feature customers using a particular product / service pay for. So I can see why Mr B was unable to speak with anyone on the CreditExpert phone line. But I think it's reasonable to say this was an opportunity for Experian to explain this to Mr B and help support their customer as to how to find out what product / service (if any) he might have with Experian and subsequently what number might be appropriate for him to call, or how else he could go about sorting his problem, explaining general timeframes for him.

Whether anything of this nature was said to Mr B, I do not know. But as mentioned, Mr B says he was told there was no one he could speak to and I do note this is at odds with Experian's submissions that someone with Mr B's subscription would, for certain situations, have had access to a specific phone number.

I have also seen instances where Experian could have better managed Mr B's expectations about how long things could take. The emails Mr B was sent from 24 October 2024 did not set out clear timeframes, and it appears Mr B only learned how long things might take by calling Experian.

Overall I therefore think there were some things Experian could have done better to help support their customer here.

That said, I don't think it automatically follows Mr B's password would have been changed sooner. I note Experian repeatedly said in their communications to Mr B they were experiencing a high demand for their service so while they would aim to respond within three days, they could take longer than usual. Their bespoke email to Mr B on 24 October 2024 apologised for Mr B having to wait and again confirmed they had recently been experiencing contact from a large number of customers. Once Mr B raised his complaint the PNOC was changed shortly after, meaning Mr B's password was then changed within Experian's expected timescales.

I am also mindful there was some initial delay caused by Company V who did not tell Mr B about the required password for at least three days, which it would be unfair to hold Experian responsible for.

I am aware that to change other passwords the process may be different – I think Mr B's references to an inaudible password 'hint' do not relate to this matter, but to a different password to access his Experian file, so I've not considered that any further. But I think it important to point out that given the purpose of the PNOC is to provide a higher lever of security for customers more likely exposed to potential fraudsters, the requirement for Experian to satisfy themselves the right person is making the request to change the PNOC is not to be underestimated in light of the potential harm exposing someone's data to the wrong person/s can have. So I think it reasonable that checks to change this type of password may take a little longer.

I am sorry to learn Mr B's personal data was exposed through no fault of his own and I realise my findings may not be what Mr B is seeking as a resolution to these events. However, there is not enough here for me to reasonably conclude Experian should be held responsible for the £750 financial loss Mr B is claiming. Experian worked within their usual timeframes and I'm mindful that Company V's consideration of Mr B's application would not have solely rested on the credit search. However, I think there were times when Experian could have better engaged with Mr B to help him understand the process and how long it was likely to take. To reflect this caused Mr B additional inconvenience and worry I propose Experian should pay Mr B £100.

Responses to my provisional decision

Mr B replied to my provisional decision explaining that while he was disappointed his loss had not been fully compensated, he was grateful for the review and the offer of £100. Mr B suggested that should Experian not agree to the proposed settlement, that the offer of £100 be increased.

Experian also responded to my provisional decision. While Experian broadly agreed with the findings, they disputed the £100 compensation proposed to settle the matter as they considered under the circumstances an apology would be sufficient to recognise that they could have done better to pre-emptively do more to inform Mr B about their processes at the time.

Experian clarified that while they aimed to respond within 7 days the process in question could take longer depending on the circumstances and they would not rush the process given the purpose of the password is to protect customers from fraud. Because of this Experian said they could not always pre-empt telling customers how long things could take. Experian also noted Mr B had requested the password for his credit file but unfortunately forgot it, which was not something Experian could be held at fault for. Experian maintained

they had provided Mr B with the service which had been requested, free of cost to him, whilst keeping his data secure.

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 both parties responded prior to the deadline set out in my provisional decision, I have now re-considered this matter in light of their responses and having done so, I have not seen anything to persuade me to alter my findings as set out in my provisional decision.

I note submissions from Experian have varied slightly in terms of how long the process in question could take and they have now clarified that while they aim to respond within 7 days their checks could in fact take longer in certain circumstances.

I am mindful of the regulator's recognition that appropriate friction in a firm's process can be in a customer's interest, for example an additional step in a process designed to help prevent fraud. So I take Experian's point taking time to carry out the check in question here was reasonable given Mr B's data had been exposed and he was therefore vulnerable to harm. And I have no doubt Mr B would wish for Experian to reasonably protect his data as he had asked them to do. I therefore don't find that Experian acted unreasonably by carrying out the checks they did.

While I acknowledge it would be unreasonable for Experian to be held responsible for Mr B forgetting his password, as I explained in my provisional decision I think Experian could have been clearer with Mr B – given his numerous attempts to engage with them and the stress the matter was causing him – about what would happen, how they could help resolve his problem to reset or remove his password and overall in this case better manage his expectations if there was a potentially moving timeframe.

Mr B's numerous attempts to contact Experian support this was a time-sensitive matter for him and causing him stress. It is apparent there was a number for Mr B to call for the particular service he had, but as I set out in my provisional decision it was difficult to see where Mr B would have been able to access this number. I recognise this was a free service for Mr B, but it was still a service Experian were providing to him. Experian submitted this number would have been given to Mr B in correspondence relating to the service he had, but nothing was provided to support this and the letter available (as I noted in my provisional decision) did not include the number.

In this particular case, I therefore maintain that I think it fair for Experian to pay Mr B £100 to recognise the additional inconvenience and worry caused to him in trying to sort this out.

Mr B submitted the amount of compensation should be higher than £100 should Experian not accept my provisional decision. However, I explained in my provisional decision that my role is not to fine or punish a firm, and both parties are able to put their view of a complaint forward for our service to consider. I think £100 is fair in the circumstances.

Putting things right

Experian Limited should pay Mr B £100.

My final decision

For the reasons above, my final decision is that Mr B's complaint is upheld in part and Experian Limited should put things right as I've described above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 June 2025.

Kristina Mathews
Ombudsman