

The complaint

Mr P complains TransUnion International UK Ltd is reporting information on his credit file, relating to an account he says isn't his.

What happened

Around August 2023 Mr P contacted TransUnion to say a company I'll refer to as B, were recording a default on his credit file, for an account that wasn't his. As a result, TransUnion raised a dispute with B, who responded asking Mr P to contact it directly. B didn't give TransUnion consent to remove or amend the information, so it remained on Mr P's credit file.

In March 2025 Mr P contacted this Service to complain. He said the account TransUnion was reporting had been opened over a year after he'd moved out of the property. He considered TransUnion was responsible for reporting accurate data and it had breached several regulations by not doing so. Mr P explained this had impacted his credit score, he'd had finance rejected and had spent a significant amount of time trying to resolve the issue.

As TransUnion hadn't previously received a complaint from Mr P, it reviewed matters and raised a further dispute with B in March 2025. Overall TransUnion didn't consider it had made an error, as without B's consent it was unable to change the information.

While the complaint was with this Service, B responded to TransUnion, explaining the information was correct and it didn't give consent for the information to be removed or updated.

An Investigator here reviewed matters, but didn't think TransUnion had acted unfairly. They said TransUnion had raised disputes with B in 2023 and 2025 about the information being reported, but as B didn't provide consent for TransUnion to remove the data, there was nothing further it could do.

Mr P didn't agree and provided further information. Namely from another Ombudsman Service which he said had found in May 2025, that B had acted unfairly. He also said TransUnion had failed in its duty of processing data under the Data Protection Act 2018. He considered TransUnion should have suppressed the file and put a note on the account to say it was being contested. As a result, this had caused significant financial and reputational harm saying his losses were between £10,000 and £15,000. To resolve matters he asked that the information reported by B was removed from his credit file and compensation of at least £10,000 was awarded, citing a court case as a defence.

Our Investigator considered what Mr P had said, but after doing so, didn't consider it changed the outcome here. They explained that while another Ombudsman Service had now instructed B to remove the data, this was after the complaint had been raised and still didn't mean Transunion had acted unfairly, as it couldn't update the record without B's consent, which hadn't been provided. They also explained data is generally only suppressed when a response from the data owner isn't received, but as B responded here on both occasions, Transunion didn't act unfairly by not suppressing this information.

Mr P didn't agree and explained he'd provided evidence he no longer lived at the address and noted that even when he had lived there, he wasn't responsible for the utilities. To resolve matters he considered TransUnion should:

- Delete every record relating to the accounts held with B
- Provide a written apology
- Change its processes to ensure evidence is obtained before accepting utility defaults and suppress information where evidence isn't supplied
- Pay compensation of £51,500.

Mr P set out the compensation payment was made up of: higher borrowing costs he'd incurred; the loss of certain job opportunities; the cost to him spent dealing with the complaint as well as the distress and inconvenience he'd experienced. Mr P also said TransUnion should have added a notice of correction to his credit file.

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.

I should explain here, within this decision I can only consider the actions of TransUnion not those of the other organisations Mr P has complained about, such as B. As such, this decision will only focus on the actions of TransUnion and whether it acted fairly, or not. I should also say, since this complaint has been with our Service, Mr P has received a response from another Ombudsman Service about the actions of B. He says it's instructed B to remove the data – but that doesn't necessarily mean TransUnion acted unfairly in its actions up to the point he raised a complaint in March 2025. Which is what I'll be considering in this decision.

I should also say, I'm aware Mr P raised other disputes with TransUnion about other companies, but he hasn't complained to this Service about those, so they won't form part of this decision either.

I want to also explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr P's complaint in considerably less detail than he has. If I've not reflected something that's been said it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

The regulator the Financial Conduct Authority (FCA) sets out the rules for our service to follow. These rules are set out in the Dispute Resolution: Complaints (DISP) Handbook.

DISP 3.6.1 says:

The Ombudsman will determine a complaint by reference to what is, in his opinion, fair and reasonable in all the circumstances of the case.

And DISP 3.6.4 says:

In considering what is fair and reasonable in all the circumstances of the case, the Ombudsman will take into account:

(1) relevant:

(a) law and regulations;

(b) regulators' rules, guidance and standards;

(c) codes of practice; and

(2) (where appropriate) what he considers to have been good industry practice at the relevant time.

The effect of these rules mean I'm required to take into account the information, laws and legislations Mr P has mentioned, but I'm not bound by them. This reflects our informal nature as an alternative to the courts. As such, we wouldn't routinely quote every law that could potentially apply.

This also means our Service isn't required to follow any award a court might make in relation to a complaint such as this when deciding what we consider to be a fair and reasonable outcome. So while I'm aware Mr P has quoted certain court cases relating to compensation, I don't consider it necessary to detail these here.

I should also explain, this Service is not the regulator, that's the role of the FCA. So while Mr P considers TransUnion should be required to change its processes, even if I found that TransUnion had acted unfairly, I wouldn't be able to instruct it to change its processes as a result.

Disputes raised by TransUnion

TransUnion 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 TransUnion, don't actively approach data providers for information, rather they are sent to the CRA in a data package for it to report. The CRA then reports whatever information it has been given.

Not owning the data also means TransUnion 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.

TransUnion did that here and raised disputes with B, each time Mr P raised his concerns. It asked whether the information displayed, in relation to the account held with B could be amended. And on each occasion, it did so shortly after Mr P and subsequently this Service contacted it in August 2023 and March 2025.

On both occasions B responded, but didn't give TransUnion the permission to amend the data. I can see TransUnion shared the responses it received from B with Mr P, so there wasn't anything further it reasonably could do.

Should the record with B have been suppressed?

I understand Mr P considers TransUnion should have suppressed the data, as he'd raised a dispute, but I don't agree. As our Investigator explained, a CRA such as TransUnion would generally only consider suppressing data if the data owner hasn't responded – that seems reasonable. I also note TransUnion's dispute FAQs explain:

"If TransUnion do not receive a response from the organisation who provided the information within 28 days of your dispute being raised, they will either remove the data you are disputing from your credit report or hide it from view; providing the dispute was not relying on TransUnion receiving supporting evidence from you, or that it is not currently been proven correct by other information on your credit report."

Please note that data can be resupplied or unsuppressed at any time by the information provider. This means the information will be seen again on your credit report."

Here, B responded within the necessary timeframe and didn't give TransUnion consent to amend or delete the data. As a response had been received and particularly given the response didn't provide consent, I don't think TransUnion made an error in not suppressing the information.

For completeness, I've also considered what Mr P has said about adding a Notice of Correction. On this point, TransUnion's website says:

"A Notice of Correction (NOC) is a short statement you can add to your credit report for the attention of anyone who performs a search against you."

It then goes on to explain a consumer can submit this online, or contact TransUnion to request it. In this case, I've not seen Mr P asked TransUnion to add a NOC, so I can't agree it should have taken this step. While TransUnion may, in certain situations, direct a consumer to information about a NOC, I also don't think it acted unfairly by not doing that here. I say this because, as explained, it's something a consumer would need to add themselves. And, in this case B had already responded in August 2023 saying the information was correct. And I've not seen Mr P raised this with it again until March 2025.

Accuracy of the data

Mr P says TransUnion should investigate the validity of data before reporting on it – but that isn't something it's required to do, to the extent Mr P wanted it to. As long as sufficient personal information matches the account B is reporting on, as was the case here, I wouldn't expect it to carry out a more detailed review. That's because TransUnion wouldn't have access to the information necessary to carry out a review such as this, so I can't agree TransUnion has acted unfairly in not doing so.

Although Mr P says he provided evidence he no longer lived at the address, in fact he'd left the country, it wouldn't have been reasonable for TransUnion to delete the data, especially after the data owner didn't give permission for it to do so.

I note Mr P has also raised his concerns about the way in which TransUnion has handled his data, but that isn't the role of this Service to decide. Should Mr P be unhappy about the way TransUnion has held or managed his data, he'll need to refer his concerns to the Information Commissioner's Office (ICO).

Impact on Mr P

Mr P has told this Service he's incurred significant financial and reputational loss as a result of TransUnion's actions. He's said, amongst other things, this includes increased borrowing

costs and the loss of certain job opportunities. While I was sorry to hear about this, Mr P hasn't provided any evidence to show it was the information displayed on his TransUnion credit file that caused this. But in any case, in order to uphold this aspect of Mr P's complaint, I'd need to be satisfied an error solely made by TransUnion caused these losses. But as I've not found TransUnion has made any errors here, I won't be asking it to pay any of the losses Mr P has claimed.

I understand Mr P also considers this information has impacted his credit score. As I've explained, TransUnion did what it needed to here and raised disputes about the information Mr P considered to be incorrect – but B didn't give TransUnion the authority to remove it. So any impact this may have had on Mr P'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 someone's 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 TransUnion, along with information the applicant has provided to assess a credit application, using their own systems.

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

Recommendation by another Ombudsman Service

Since this complaint has been with our Service, Mr P has said another Ombudsman Service found B acted unfairly. While he's not provided a copy of this, even if he had it wouldn't change my decision here. Firstly, it doesn't appear this finding was made until around May 2025, after he'd complained to TransUnion. This finding is also about B, not TransUnion, so I wouldn't necessarily expect TransUnion to follow the recommendations unless it was asked to do so by B, the data owner. And finally, even if information is now available to confirm the record should be deleted, I wouldn't be able to say TransUnion had acted unfairly as a result. Because until this is confirmed by B, TransUnion isn't able to make amendments.

I will say however, if Mr P has since raised this with TransUnion again, I would expect it to raise a further dispute with B to ask whether, given this, the record can be deleted. But this would be something for Mr P and TransUnion to discuss.

Summary

Mr P has quoted a number of different laws and regulations, and from my review of what he's said, it would appear all of these, in brief, require TransUnion to report accurate data and treat Mr P fairly. I've explained above why I'm satisfied with TransUnion's actions in this regard and as such I don't think it's necessary to address each of these individually.

While I can understand it would be undoubtedly distressing for Mr P to have information recorded on his credit file he says isn't his, I can still only consider the actions of TransUnion here. And taking everything into account I think it has acted fairly. It raised disputes about the data it held and did so quickly, but the responses it received from B didn't allow it to be updated. As such, I won't be asking TransUnion 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 6 August 2025.

Victoria Cheyne
Ombudsman