

The complaint

Mr J complains Transunion International UK Limited incorrectly applied a County Court Judgement (CCJ) to his credit file.

What happened

In 2023, Mr J says he saw his car insurance premiums had doubled when it came up for renewal in June. So, he checked his credit file and saw that a CCJ had been registered. Mr J says the CCJ wasn't his – this is because while the CCJ had the correct first name, the surname was incorrect and not Mr J's. The incorrect surname was double barrelled - it had Mr J's surname as the first half of the double-barrelled surname.

Mr J says he feels he should have been given the opportunity to contest the CCJ as it's incorrect. Mr J has reiterated several times that the surname is clearly not his. The CCJ appears to have been set aside on 10 October 2023 and is no longer appearing on Mr J's credit file.

Mr J says he wants Transunion to apologise, to compensate him for the stress and inconvenience caused as well as compensation for the error causing an increase in his car insurance premiums. Mr J also said he has suffered depression and sleepless nights as a result of Transunion's negligence.

Transunion said their role as a Credit Reference Agency (CRA) is to collate information that has been provided from various sources, such as local authorities, County Courts and lending organisations to make up a consumer's credit report. In Mr J's case, Transunion said the data for the CCJ was supplied to them by 'R' who operate the Register of Judgments, Orders and Fines for England and Wales. And that based on the information that was supplied to them along with the data they held on their database, they were satisfied the CCJ was correctly matched to Mr J.

Transunion said they had no other person in their database with that surname, who lived at Mr J's address. Transunion said they were notified that the CCJ had been set aside in October 2023 via the monthly data load that they received from R. As a result, Transunion say this was likely the reason it was removed from Mr J's credit file and that it wasn't showing on Mr J's credit report generated in December 2023.

Our Investigator looked into Mr J's concerns. In summary, she said there wasn't anything to suggest the CCJ was added to Mr J's credit file as a result of Transunion acting incorrectly. Additionally, our Investigator said there wasn't anything to suggest this was down to a data matching issue on Transunion's side. So, she didn't think Transunion had acted unfairly to Mr J.

Mr J disagreed. In summary, he said our Investigator had come to the decision that the incorrect name on the CCJ and Mr J were the same person, which has caused him distress. Mr J also said our Investigator hadn't considered he was out of pocket when he renewed his car insurance, that Transunion's duty of care extended to beyond more than address

matching and that our Investigator's view was unfair. So, the complaint has been passed to me to decide.

I issued a provisional decision on the matter, setting out the below:

I think it is important to firstly 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 J'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 crux of this complaint is whether Transunion acted fairly in reporting the CCJ on Mr J's credit file. I'd only be able to ask Transunion to do something to put matters right if I found they had done something wrong. I appreciate Mr J's strength of feeling on the matter and I empathise with the impact he's described this issue has had on him. But I don't currently think Transunion have done anything wrong. I'll go on to explain why.

Firstly, I think it would be useful for me to set out that Transunion don't own the data on Mr J's credit file. As a CRA, their role is to report data that is provided to them from several data providers. So, they can't alter or remove data without authority from the data owner. In this case, Transunion say they relied on information provided to them from R which then allowed them to match the CCJ to Mr J. Neither party have provided me with a copy of the CCJ or how it appeared on Mr J's credit file - from what I understand it is no longer visible on Mr J's credit file due to the courts setting it aside. Transunion also haven't been able to give me information to show me what actions they took when they received information about the CCJ and how exactly they satisfied themselves that the CCJ was correctly matched to Mr J. Where the information I've got is incomplete or unclear, I'll make my decision on the balance of probabilities.

Transunion acknowledged the surname on the CCJ slightly differed to Mr J's, saying that sometimes the data is imperfect with misspelt names. However, the address in the CCJ data they received was Mr J's. Transunion said there wasn't evidence to suggest there was someone else living at Mr J's property with the same or similar name that was on the CCJ. So, because of this, Transunion are satisfied they matched the CCJ correctly to Mr J and that there wasn't a data matching error.

I asked R for further information relating to the CCJ. They said while they weren't able to disclose details of the cancelled judgement, they confirmed the address used by the courts for the CCJ was that of Mr J's. R also confirmed to Mr J that the name on the judgement was Mr J's first name along with the slightly different surname that Mr J has said isn't his surname.

I acknowledge there is a partial match to Mr J's surname (the first half of the double-barrelled surname is the same as Mr J's). However, from the information available to me and from what the parties have said, other information, such as the first name and the address on the CCJ is Mr J's. So having carefully considered what Transunion knew about the CCJ, along with the information R provided, I think it is more likely than not that Transunion acted reasonably when matching the CCJ to Mr J.

I haven't seen any specific evidence that shows me exactly why the CCJ stopped appearing on Mr J's credit file. Transunion have said they were notified by R that it had been set aside, so I find it more likely than not that this was the reason it stopped appearing on Mr J's credit

file. The court would have been the party responsible to ask Transunion to stop reporting it, via R, as they are the data owner.

I understand Mr J says that the CCJ caused his car premium to increase when it came up for renewal. I've reviewed the information provided by Mr J, but this just shows an increase in renewal price. It doesn't show me that the reason for the increase was down to the CCJ. In any case, I don't think Transunion have done anything wrong. So even if Mr J were to provide evidence to show this, I wouldn't be asking them to compensate him for this.

Responses to my provisional decision

Transunion responded and accepted my provisional decision.

Mr J responded and asked me to reconsider my decision. Mr J also provided a substantial amount of information for me to review. I've reviewed this information and while I haven't commented on every point Mr J has made, I've summarised what I consider to be the key points from Mr J's response below:

- Mr J provided a link to a video online for me to watch, which he said involved a lawyer, in a different country, discussing a similar issue to the one Mr J has complained of here.
- Mr J provided a copy of his credit file, created in August 2023, showing the CCJ entry – this shows the full name, made up of Mr J's first name, the disputed surname, Mr J's address and the amount owed under the judgement. But no date of birth was included.
- Had our Investigator accepted what Mr J previously told her in response to her introduction to him in February 2024, where he set out his complaint point and what he was unhappy with, Mr J said this matter would be resolved, avoiding irreversible harm to him.
- Transunion contradicted themselves – Mr J provided a copy of an email from Transunion in November 2023 where they acknowledged his complaint. In this email, Transunion said some of the data on Mr J's credit report has been merged with someone else's. The email then asks Mr J for more specific information such as his name, date of birth, address and the account affected, so they could look further into the issue he raised. Transunion then later said they hadn't acted unfairly in matching the CCJ to Mr J.
- Mr J reiterated several points about the surname not being his and that his surname isn't double barrelled, it's just one name. Mr J said Transunion relied solely on the address on the CCJ to match it to him and didn't confirm the legal identity of the debtor, therefore, contravening data matching principles. Mr J provided a 15-page document which explains credit information to customers and how lenders use this information.
- R confirmed to Mr J that they didn't match or link his name to the CCJ. Nor did they direct Transunion to do this. Therefore, Mr J said Transunion alone made the decision to associate the CCJ with Mr J's credit file.
- Transunion failed to ensure the CCJ was correct before applying it to Mr J's credit file. Mr J referred to Article 5(1)(a), (d) and (f) of the UK General Data Protection Regulation (GDPR) and said Transunion haven't complied with this law.
- My provisional decision rejected Mr J's claim for financial compensation because I said Mr J hadn't proven the CCJ caused an increase in his car insurance premiums. Mr J said credit history is a well-documented factor in insurance pricing and that

having a CCJ on his credit file undoubtedly impacted his premiums. Mr J provided evidence of his credit score changing on his credit record which had the CCJ present.

- Mr J said the stress, distress and sleepless nights he's suffered are directly attributable to Transunion's actions. Mr J has requested compensation for financial loss and distress caused by Transunion, including car insurance premium costs, severe emotional distress and damage to his financial reputation.
- This issue has caused Mr J a lot of harm and that he cannot recover the time lost or the career advancement opportunities that have been irreversibly complicated. Mr J said he's prepared to provide evidence of these statements in person at our office, as these materials couldn't be sent electronically. Mr J said this issue has also had an impact on his health, leaving him unable to fulfil other commitments or prepare submissions between March 2024 and February 2025.
- Mr J said he spoke to the ICO about this matter and said a colleague had explained that merely sharing an address is insufficient justification for associating a double-barrelled surname with his credit record and doing so breaches GDPR. Mr J didn't provide evidence of this contact. Mr J also provided a copy of an email from the ICO where they advised him that it's not up to them to determine which organisation he should raise a complaint with.

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.

Firstly, I acknowledge Mr J has provided a website of a video from a lawyer describing a situation similar to Mr J's. I haven't watched this video as I don't think it's relevant to what I'm deciding here. My role is to come to a decision based on the circumstances of Mr J's individual case.

I'm sorry to read of the impact this issue has had and is having on Mr J. I note Mr J has outlined the losses he's incurred and distress he has suffered and has asked me to consider requiring Transunion to compensate him for the losses he set out. However, I'd only be able to ask Transunion to put things right and potentially compensate him for any losses he may have suffered, if I thought they had acted unfairly. And I'm not persuaded they have. I'll explain why.

I think it'd be helpful to set out the basis on which I'm required to decide cases. The financial regulator the Financial Conduct Authority sets this out in the Dispute Resolution (DISP) rules.

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.

Putting this into practice, while I'm required to take into account the law, I'm not bound to reach the same outcome as the law may say. I can also depart from the law if I consider it fair and reasonable to do so.

I've considered the relevant law that Mr J has referred to. He says Transunion acted unlawfully when they matched the CCJ to him, given the surname on the CCJ isn't his.

Mr J has referred to three data protection principles under the UK GDPR – the principle of “lawfulness, fairness and transparency” (Article 5(1)(a) UK GDPR), the principle of “accuracy” (Article 5(1)(d) UK GDPR) and the principle of “integrity and confidentiality” (Article 5(1)(f) UK GDPR).

Whilst I can't say for certain how a Court might interpret the law, I have considered the regulation Mr J has referred to and I'm not persuaded Transunion have acted outside of this regulation. In relation to the first of the data protection principles that Mr J has referred to – I am satisfied that Transunion has processed his data in a way that is lawful, fair and transparent. This sort of processing (matching CCJs to individuals) is in line with what CRAs have to do, and they have to rely on information provided by third parties (such as R) in order to do so.

Both our service and Mr J attempted to obtain further information about the CCJ from R and the court directly. But further information couldn't be disclosed by R. Therefore, if I look at what information Transunion had at the time about the CCJ, alongside Mr J's information, I consider that Transunion acted fairly when they matched the CCJ, which they believed to be Mr J's – which was the same address as Mr J's, partial match of Mr J's first name and first part of his surname and the fact that Transunion had no evidence of anyone else with that name living at the address.

In relation to the principle of accuracy – this sets out that the processing of personal data shall be accurate and kept up to date, and that reasonable steps should be taken to ensure that any inaccurate data is erased or rectified without delay. R has confirmed that the name on the CCJ was with Mr J's first name and the slightly different double-barrelled surname. Here – Transunion accurately recorded the information it obtained from a reliable third-party source, R. Transunion is not responsible for how R may have recorded the information – but they do have to act reasonably in how they match that information to an individual. And for the reasons I've already explained above – I consider that Transunion acted reasonably in matching that CCJ to Mr J.

I made requests to Transunion for further information about the CCJ and whether they still hold the CCJ information. However, Transunion weren't able to provide me with more than what they'd already provided because the CCJ had been set aside. R told Mr J the court removed the judgment data from R's register when the CCJ was set aside in October 2023, which is likely the reason why the CCJ data was no longer visible to Transunion. When Mr J complained to Transunion about the CCJ, Transunion raised a query with their data team

which I think was a reasonable step. However, as the CCJ had been set aside, the team weren't able to provide much information about it, which I don't find to be unreasonable.

As to the principle of integrity and confidentiality – I have not seen anything to suggest that Transunion acted in a way that failed to ensure the appropriate security of the personal data in question.

In any event, having considered all the circumstances of this complaint and having considered the fact that Mr J has had ample time to present further evidence and submissions – I consider it would not be fair or reasonable to uphold Mr J's complaint. Mr J has repeatedly said the surname on the CCJ isn't his. In fact, Mr J said it's different to his, so the data Transunion recorded in relation to the CCJ was inaccurate. Transunion have told us on other cases with our service that their systems allow for some data to be matched to someone's credit file – even when the full data isn't a 100% match. I don't find this to be unreasonable in the circumstances, as they and the other CRAs will deal with millions of records on a regular basis - a very high percentage of those records will have been keyed by people at the respective companies. So, there is a high probability some of these millions of records can contain errors. In the circumstances, it seems reasonable to suggest Transunion would make allowances for these likely issues. I appreciate Mr J says the surname on the CCJ wasn't his and it was inaccurate, however other information, such as the first name, first half of the incorrect surname and address matched Mr J's.

Mr J has provided a lot of correspondence from R who have confirmed that they weren't responsible for directing TU to match the CCJ to Mr J nor did they provide any other name to Transunion. However, R's role isn't in dispute here, so I don't need to comment on this further.

I appreciate Mr J's comment that had our Investigator accepted what Mr J said in response to her introduction in February 2024, this matter would have been resolved sooner therefore, avoiding any harm caused to Mr J. However, our Service was set up to resolve complaints based on what we think is fair and reasonable in all the circumstances of a case, gathering evidence from parties to the complaint to be able to do this. In this case, our Investigator was yet to consider Transunion's side of the story, when she received Mr J's response in February 2024. So, I don't agree with Mr J's point that matters could have been resolved sooner.

I reviewed the email Mr J provided to us from Transunion in November 2023 and I asked Transunion about this. Transunion agreed their email wasn't worded correctly and that the purpose of this email was for the advisor to gather more information about Mr J's query that he raised with them – the CCJ being incorrectly recorded on his credit file. I can understand Mr J's point as Transunion's email did refer to some of Mr J's data being merged with someone else's. However, the email then goes on to ask Mr J more specific information about him and the disputed account, so I don't think this email was a direct response to the CCJ being incorrect. Instead, I think it's reasonable to consider it to be more of a generic acknowledgement to Mr J's query. Additionally, Transunion provided a copy of Mr J's response to this email later the same day. In this, Mr J referred to not being able to comprehend Transunion's message from their generic email. So, I think it's reasonable for me to say Mr J knew this wasn't a finding Transunion were making to his dispute about the CCJ being incorrectly on his credit file.

In response to my provisional decision, Mr J provided email evidence where he referred to a conversation he had with a colleague at the ICO. In summary, Mr J says in the email that he was ultimately told by the colleague that sharing an address is insufficient justification for associating a double-barrelled surname to him. However, despite the amount of time Mr J has had to provide further submissions, he hasn't shared any reply from the ICO or evidence

to confirm what he says he was told. In any event, I can't be certain what information Mr J shared with the ICO at this point. The email evidence he has provided from the ICO shows he was told they couldn't advise him who to raise a complaint about, as it depended on what his concern was.

I've looked at the 15-page document Mr J has provided and also the section he referred to in relation to what CRA's do in terms of data matching. This explains that CRAs match the data they receive to their existing database to help make sure it's assigned to the right person. I note Mr J's comment that Transunion only relied on an address match without confirming the legal identity of the debtor, contravening the data matching principles as set out in the document. And that it was unacceptable for them to blindly assume accuracy based on the address data alone. However, Transunion didn't just rely on the address information being the same as Mr J's. As explained, while there was a partial match of the surname on the CCJ to Mr J's, the first name was Mr J's. Additionally, Transunion had no evidence of anyone else with that name at that address neither. So, it follows my decision remains that, on balance, I don't think Transunion acted unfairly when matching the CCJ to Mr J based on the information they had.

As I don't think Transunion have done anything wrong, I won't be asking them to compensate Mr J for any losses he's claimed. As previously explained, while I understand Mr J says the CCJ caused his car premium to increase when it came up from renewal, there isn't anything to persuade me the reason for the increase was as a result of the CCJ.

My final decision

For reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 19 August 2025.

Leanne McEvoy
Ombudsman