

### **The complaint**

Mr O complains that Hutchison 3G UK Limited trading as Three delayed in amending his credit file information in relation to a loan Mr O held with it. In addition, Mr O also argues Three delayed responding to his Subject Access Request (SAR).

### **What happened**

Mr O held three airtime agreements and a loan agreement for a tablet device with Three. He made an earlier complaint to the one in question in March 2024. This was about difficulties faced when he tried to make a payment due under his device agreement. This was upheld and Three paid Mr O £300 compensation. It also offered to amend Mr O's credit file and to remove adverse information in relation to this agreement.

Mr O contacted Three again to complain, as the negative information from his credit file relating to the loan agreement had not been removed. In response to this in early May 2024, Three issued a final response letter offering to end the loan agreement with no further liability and allow Mr O to keep his iPad.

Following this response, Mr O still didn't think that Three had taken the necessary action to amend his credit file in relation to the loan agreement and he wanted further compensation for the impact he's said this had. He has also since said he raised a SAR request which wasn't properly actioned by Three and he wanted additional compensation for this.

One of our investigators considered the complaint but didn't uphold it. She thought that in relation to the May 2024 complaint Three had made a fair offer to put things right. She also didn't agree that Three had treated Mr O unfairly with regards to his SAR request. Mr O didn't agree and so the complaint has been passed to me to consider.

I understand Mr O raised a separate complaint about similar issues with his airtime agreements. He then referred this complaint to the communications ombudsman. For the avoidance of doubt, this decision will only be considering Mr O's complaint about the delays to his credit file amendment in relation to the loan agreement and his complaint that his SAR response was delayed. Any concerns related to the airtime agreements fall outside this service's jurisdiction.

### **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.

Having done so, I'm not going to uphold this complaint. I'll explain why below.

I've read everything that the parties have said, but I'll concentrate my comments on what I think is relevant. If I don't comment on a specific point it's not because I've failed to consider it, but because I don't think I need to comment in order to reach a fair and reasonable outcome. And our rules allow me to do this. This reflects the nature of our service as a free and informal alternative to the courts.

### *Credit file amendments*

Mr O has said that Three delayed in updating his credit file information. He says that this delay stopped him from moving closer to university and he therefore needed to leave university.

As detailed above, Mr O raised a complaint in relation to his device agreement in March 2024. This was in relation to Three giving Mr O inaccurate information on a number of occasions and resulting in Mr O having difficulty making repayments. As part of the resolution to this complaint, Three said it would remove adverse information relating to the fixed sum loan agreement from Mr O's credit file.

Mr O then contacted Three in early May 2024 as the adverse information was still showing on his credit file. Frustrated with the service he had received, Mr O asked to leave Three. In its May 2024 response to Mr O Three said it had now amended Mr O's credit file. It has provided this service with copies of its internal records to show this request was made. With respect to the device agreement, Three has said it unwound Mr O's loan agreement of which £489 was still owed and Mr O was able to keep the iPad with nothing further to pay.

Mr O has asked for additional compensation for the delays in updating his credit file. I understand that there may have been more substantial delays in updating his credit file in relation to his airtime contracts. However, as our investigator explained, this isn't something I am able to consider. I can consider his complaint about the delay to amend his credit file with respect to the device agreement. It appears this was offered as part of the resolution in late March 2024 however it wasn't actioned. Mr O had to chase this, and it was subsequently actioned in early May 2024. So, there was a delay of just over a month.

I've thought about the impact Mr O has said this had on him with regards to his housing situation. I'm not persuaded he has evidenced that this delay (in relation to his credit file entries about the loan agreement) will have had the consequences he's described, although I do appreciate this delay will have been frustrating for him. Three has already waived a substantial part of the cost of the tablet and so I think what it has already agreed to do is fair and potentially more than I would have awarded in the circumstances. So, I'm not requiring Three to take any further steps to compensate Mr O.

I appreciate Mr O has said his credit file was still affected after this time. However, our investigator requested evidence of this which wasn't provided. So, in relation to the fixed sum loan agreement, I'm satisfied that Three took steps to amend his credit file in May 2024 and I think it has fairly compensated him for the delay in actioning this.

### *Subject Access Request*

Mr O has argued that Three delayed in processing his SAR. My understanding is that this was submitted on 30 September 2024 and responded to on 18 October 2024. Three has said a further SAR was requested on 21 October 2024 and was responded to the following day. Three says it asked Mr O for further clarification about the information Mr O was expecting (suggesting that Mr O felt the previous response was incomplete). Mr O didn't provide further clarification after this time.

Having considered this, I don't think Three has treated Mr O unfairly with regards to his SAR. The information I have suggests his request was actioned promptly and Three sought clarification on the further information Mr O wanted which wasn't provided. So, I'm also not upholding this aspect of Mr O's complaint.

### **My final decision**

For the reasons explained, I don't uphold this complaint against Hutchison 3G UK Limited trading as Three.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 24 December 2025.

Claire Lisle  
**Ombudsman**