

The complaint

Mr M complains TransUnion International UK Ltd is reporting incorrect information on his credit file.

What happened

Over a period of several years, Mr M says he's had ongoing problems with a company I'll refer to as O. As a result, he raised his concerns with O as well as other third-party organisations, including another Ombudsman Service. In 2024 Mr M became aware O were reporting missed payments to TransUnion, even though he says there was no agreement in place – as he was making payments manually and the debt was inaccurate. As a result, Mr M contacted TransUnion.

TransUnion raised a dispute with O, who responded to say Mr M's complaint was closed and didn't give TransUnion consent to remove or update the information on his credit file. So, Mr M complained.

TransUnion reviewed matters but didn't consider it had acted unfairly. It said as O hadn't given consent for it to update or remove the data, there was nothing further it could do. As Mr M remained unhappy, he referred his complaint to this Service.

An Investigator here reviewed matters but didn't think TransUnion had acted unfairly. They said TransUnion had raised a dispute with O, as they'd expect, but as O didn't give consent for TransUnion to amend or remove the data, there was nothing further it could reasonably do. Our Investigator also explained that much of Mr M's complaint related to the actions of O, and that isn't something this Service can consider.

Mr M didn't agree, reiterating his concerns that false data was being reported to TransUnion, which shouldn't be reflected on his credit file. He considered TransUnion continued to publish incorrect information without the correct investigation, even though he'd provided evidence to the contrary. As a result, Mr M considered TransUnion were in breach of several rules and regulations and this was causing significant financial harm.

In summary Mr M asked for this Service to investigate whether:

- The credit being reported is factually accurate
- TransUnion acted fairly given Mr M had provided evidence his complaint with O had not been closed.
- TransUnion had been provided with evidence that the issue was still under review.
- TransUnion raised the matter with O following the evidence provided.

Our Investigator didn't consider this was information our Service could look into. They also didn't consider the evidence Mr M provided, showing his complaint was ongoing with O, meant they were able to come to a different outcome.

While the complaint was with our Service, TransUnion arranged for a Notice of Correction (NOC) to be added to Mr M's credit file. But he remained unhappy the data was being reported.

As no agreement has been reached, this 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.

I should explain, within this decision I can only consider the actions of TransUnion, not those of the other organisations Mr M has complained about, such as O or other Credit Reference Agencies (CRA's). I say that because much of Mr M's complaint relates to O's actions, but this decision will only focus on the actions of TransUnion and whether it acted fairly, or not. I should also say, I'm aware Mr M has received a response from another Ombudsman Service about the actions of O, but I can't comment on that and nor do its findings necessarily mean TransUnion has acted unfairly as a result.

I also want to explain I've read and taken into account of all the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised Mr M'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 courtesy 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 M 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.

I should also explain, this Service is not the regulator, that's the role of the FCA. So while Mr M considers TransUnion should be required to follow certain 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.

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. 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 a dispute with O, when Mr M raised his concerns. It asked whether the information displayed, in relation to the account with O could be amended. But O responded and didn't give TransUnion the permission to amend the data. I can see TransUnion shared the response it received from O with Mr M, so there wasn't anything further it could reasonably do.

On this point, I understand Mr M has raised concerns that O told TransUnion his complaint was closed – which Mr M disputes and as such, considers TransUnion is acting unfairly in reporting the information. However whether his complaint with O is ongoing or not, doesn't change the outcome here. As explained Mr M's complaint with this Service is against TransUnion and the fact O gave the response of "complaint closed" doesn't mean TransUnion is able to amend the information. O hasn't given TransUnion consent to update or remove the data and unless it does so, TransUnion aren't able to take further action. This also means, I wouldn't have expected TransUnion to take further steps, even after Mr M provided evidence his complaint with O was ongoing.

Broadly speaking Mr M considers 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 M wants it to. As long as sufficient information matches the account O 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 M says a credit agreement isn't in place and as such TransUnion shouldn't report missed payments, it isn't reasonable for TransUnion to delete the data, especially after the data owner (O) didn't give permission for it to do so.

I note Mr M has also raised his concerns about the way in which O and consequently TransUnion has handled his data, but that isn't the role of this Service to decide. I'm aware Mr M has referred his concerns to the Information Commissioner's Office (ICO) – which is the most suitable organisation to deal with this.

Mr M has told this Service he's incurred financial loss as a result of TransUnion's actions. He's said, amongst other things, this includes increased borrowing costs and reduced credit. In order to uphold this aspect of Mr M'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 M has claimed.

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

For completeness, I'm aware TransUnion has now added a NOC to Mr M's credit file while the complaint was with the Service. This seems reasonable and helpful of TransUnion to have done. That's because a NOC is usually something a consumer needs to add themselves, and I haven't seen Mr M asked to do so, or provided wording, until the complaint was with this Service. As such, I think TransUnion has acted fairly in adding this to Mr M's credit file.

Mr M has referenced a number of different 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 M 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 M to have information recorded on his credit file he says isn't correct, I can still only consider the actions of TransUnion here. And taking everything into account I think it has acted fairly. It raised a dispute about the data it held, but the response it received from O 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 M to accept or reject my decision before 18 December 2025.

Victoria Cheyne
Ombudsman