

## The complaint

Miss G complains TransUnion International UK Limited is reporting incorrect information on her credit file.

## What happened

In November 2022, Miss G says she cancelled a contract she held with a company I'll refer to as B, but it continued to charge her for the account until around March 2023. Miss G disputed the additional charges and as they remained unpaid, B defaulted the account and passed the outstanding debt to a third-party collections company.

Around May 2024 Miss G contacted TransUnion, as she became aware it was reporting the default with B on her credit file. TransUnion raised a dispute with B, who responded but didn't give TransUnion consent to remove or update the information on her credit file. As such, TransUnion explained to Miss G the information would remain.

In September 2024 Miss G contacted TransUnion again, providing further evidence about her dispute with B. TransUnion acknowledged this and escalated the matter.

As Miss G didn't receive a further response from TransUnion she raised a complaint in January 2025.

TransUnion reviewed matters and explained it raised a further dispute with B in September 2024. But as it didn't provide permission to change the information, Miss G needed to contact B and there was nothing further TransUnion could do. TransUnion did however apologise for not updating Miss G at the time.

Unhappy Miss G referred her complaint to this Service. Saying, by recording inaccurate data about her, TransUnion had breached its duties under the Data Protection Act (DPA) and General Data Protection Regulations (GDPR) as well as other laws and regulations. She also said TransUnion had failed to deal with her complaint within the required timeframes.

An Investigator here reviewed matters, and in part, didn't think TransUnion had acted fairly. They said, while TransUnion was unable to remove the information, because B didn't give it consent to do so, it didn't update Miss G of the outcome as it should have. For this, they considered TransUnion should pay Miss G £150.

TransUnion accepted our Investigator's outcome, but Miss G didn't agree. In summary she said TransUnion had relied on B's evidence, rather than considering the information she'd supplied – which it had also failed to log on its system for many months. She added that by initially suppressing the information, and later saying it was valid demonstrated TransUnion's inconsistency in dealing with the matter. Miss G also reiterated her concerns that by reporting incorrect data, TransUnion had breached various laws and regulations. Overall, Miss G said this situation was causing significant distress and financial inconvenience.

Our Investigator didn't consider this changed their outcome, so 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.

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 here, within this decision I can only consider the actions of TransUnion and whether it acted fairly, or not, in relation to the disputes Miss G raised with it up to September 2024. I say this because Miss G has recently said she received a letter from TransUnion in September 2025 about suppressing the information from B. It's not clear why it's said this, and I haven't seen a copy of this letter, but I don't think it's necessary to do so as it doesn't form part of this complaint. That's because this decision relates to the complaint Miss G raised with TransUnion in January 2025, so I'll only be considering the information it had available, up to the point of issuing its final response in February 2025.

This decision also won't consider the actions of other organisations Miss G has complained about, such as B, or responses she's received from another Ombudsman Service about B. That's because any response she's received doesn't necessarily mean TransUnion acted unfairly in its actions. Which is what I'll be considering in this decision.

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 Miss G 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 Miss G 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.

While I note Miss G has raised concerns about the way in which TransUnion has handled her data, referring to certain laws and legislation, that isn't the role of this Service to decide. Should Miss G remain unhappy about TransUnion's actions in this regard she'll need to raise her concerns with the Information Commissioners Office – which is the most suitable organisation to deal with this.

That said, I can consider whether TransUnion has acted fairly in the way in which it's handled the dispute she raised with it. 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 disputes with B, on each occasion Miss G raised her concerns. It asked whether the information displayed, in relation to the account with B could be amended. But B responded and didn't give TransUnion permission to amend the data.

On the first occasion, I can see TransUnion shared the response it received from B with Miss G, as I'd expect. However, in September 2024, following B's response TransUnion didn't update Miss G. While it did raise the dispute, and receive a response, it wasn't until she complained in January 2025 that it notified her of the outcome. As consent hadn't been provided, the information would have remained on Miss G's credit file in any case. But as it didn't notify her, Miss G was caused inconvenience having to chase TransUnion for a response. So I've taken this into account when considering what a fair resolution is in this case.

I understand Miss G has raised concerns that TransUnion hasn't taken into account the evidence she provided, and relied on B's response. Broadly speaking Miss G 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 Miss G wants it to. As long as sufficient 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. And as I've explained, because it doesn't own the data, it must follow the directions of B – as it did here.

Miss G has told this Service she's incurred financial loss as a result of TransUnion's actions. She's said, amongst other things, she's been declined for credit, and provided evidence of this. In order to uphold this aspect of Miss G'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 in relation to displaying the information, I won't be asking it to pay any of the losses Miss G has claimed.

Miss G has also referenced a number of different regulations, and from my review of what she's said, it would appear all of these, in brief, require TransUnion to report accurate data and treat Miss G 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.

Overall TransUnion did what I'd expect, in relation to the disputes Miss G raised. It raised disputes about the data it held, but the responses it received from B didn't allow it to be

updated, so there was nothing further it could reasonably do. It didn't however notify Miss G in September 2024 that B had responded, so Miss G was caused inconvenience as a result. I agree this would have been a stressful time for Miss G and she was required to chase TransUnion, for a response, but I've seen nothing to say the error has caused financial loss or ongoing detriment that TransUnion is responsible for.

So having considered the impact caused solely by the error TransUnion made, I'm satisfied £150 fairly resolves matters. I say that because, although it's disappointing this error occurred, as B hadn't given consent to remove the data, TransUnion couldn't reasonably do anything further.

As such I think £150, is fair compensation in the circumstances of this complaint. I'm satisfied this amount is in line with the level of distress Miss G has suffered and within our award ranges for situations such as this.

### **My final decision**

I uphold this complaint and require TransUnion International UK Limited to pay Miss G £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 5 January 2026.

Victoria Cheyne  
**Ombudsman**