

## The complaint

Mr H complains that Equifax Limited (Equifax) have failed to engage and support him, when dealing with queries about his business to business (B2B) credit score.

## What happened

I set out the background to this complaint and my initial findings in my provisional decision dated 28 August 2025 (below)

### *The complaint*

*Mr H complains that Equifax Limited (Equifax) have failed to engage and support him, when dealing with queries about his business to business (B2B) credit score.*

### *What happened*

*Mr H owns a buy to let property with a business partner, the property has a mortgage in joint names. Mr H says the relationship between him and his business partner had become abusive and friends and family stepped in to mediate a separation. The outcome of the mediation was that Mr H would remortgage the property in his sole name and would become the sole owner, with all equity being transferred to him. He has implied this was in compensation from losses he had incurred during the business relationship.*

*The joint mortgage on the property was with a lender I'll refer to as N.*

*Mr H applied for a transfer of equity mortgage with N, but this was declined. After much back and forth between the parties, N told Mr H his application had been declined due to his 'Navigator score'.*

*Navigator is a credit risk insight tool that is provided by Equifax to lenders, it collates information and generates a score out of 1000. N told Mr H in order for his application with them to be approved his Navigator score would need to be at least 450, but his was 424.*

*There were various communications between N and Mr H including him providing additional information to their underwriters. But this didn't result in the application being approved. N confirmed to Mr H that the only thing at this point that was stopping his application from being approved was the low Navigator score and they weren't comfortable with removing Mr H's ex-partner from the mortgage as things were.*

*During the same period, Mr H was also trying to engage with Equifax about the score to understand what he could do to improve the score. He was confused at it being low as his personal, B2C credit score was excellent.*

*Mr H accepted suggestions from N on factors that might improve his Navigator score such as reducing his credit utilisation and unsecured debt. An issue with a utility debt was also identified and rectified in an effort to lift the Navigator score. But despite his efforts and waiting months for his score to update, Mr H's Navigator score dropped.*

*N confirmed to Mr H that they had been in touch with Equifax and been told that Equifax couldn't discuss Mr H's score with them and that Mr H would have to speak with Equifax directly. But when he tried to do this Equifax told Mr H that Navigator was a B2B product and they couldn't help him.*

*Equifax provided Mr H the details of their commercial support team who began to give him some insights into how Navigator works. They suggested a linked address may have been affecting his Navigator score but later Equifax's customer relations team stopped any further communications around this. They wrote to Mr H and explained the Navigator tool was for commercial use only and so he should stop contacting that department for help.*

*Equifax have said they have nothing to do with N's decision to lend and so aren't responsible for what has happened here.*

*Mr H brought his complaint to our service, explaining he couldn't understand how he could have an excellent B2C score, with little or no room for improvement, but a poor or low B2B score. He wanted to understand how he could impact that B2B score and was willing to take corrective action to make it so.*

*He understood that the lender is the party responsible for making the decision but by not helping him to reach his aim – of improving his Navigator score – he felt that Equifax were stopping him from being able to get his application approved with N.*

*He told us the impact of not having the application removed was that he remained tied to his ex-partner or faced paying an early redemption fee to move the mortgage to another lender. He said the matter was time sensitive and that he wouldn't have an indefinite opportunity to be able to take advantage of the settlement that had been negotiated and this could result in him losing that half of the equity from the property.*

*Mr H also told us that he had been receiving counselling as a result of what had happened and felt this was all taking a toll on his mental health and wellbeing.*

*Our investigator said the lending decision ultimately sits with N so Equifax weren't responsible for Mr H's application being declined. But thought that Equifax could have provided better service to Mr H as they had directed him to the commercial team and then asked him to stop contacting them. He suggested that they pay him £100 in compensation for the impact of that.*

*Mr H disagreed, he didn't feel that the investigator had understood the nuance of his complaint or the losses it had caused him both financially and personally.*

*The matter has now been passed to me to me to decide.*

### ***What I've provisionally 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 think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. Mr H has sent this service a lot of information for me to consider during the course of their complaint. I want to highlight that I have summarised this complaint in less detail than the parties and I have done so using my own words. If I've not reflected something that's been said in this decision 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 it's relevant to the crux of the complaint.*

*A substantial amount of time has passed since Mr H first applied to N for the transfer of equity mortgage, so I feel that a good place to start would be to lay out how things have progressed and what further evidence and information has been provided.*

*Mr H has told us:*

- *the original mortgage remains in place, so no remortgage has taken place.*
- *his ex-business partner has now disengaged with the process so he has lost 50% share of the overall equity he would have gained, if the application had been approved – which he estimates to be around £30,000.*
- *he would like Equifax to pay the associated costs with moving the mortgage to another provider now, including the product fees for a new mortgage and the early redemption fee that he would need to pay N.*
- *he is currently undergoing counselling, which he says is a direct result of not being able to extricate himself from the partnership and has provided evidence to show this at cost to him of £50 per session. He would like to be reimbursed for the sessions he has paid for and compensation equivalent to a further one year of counselling.*
- *he suffered severe depression and had suicidal thoughts due to this issue and this has had a severe impact on his life causing him to miss out on significant moments with his child. And he should be compensated a minimum of £5,000 to recognise this, as well as 'a monthly award of £1,000 until the decision is made is appropriate' [sic].*
- *He would like a formal apology from Equifax acknowledging their failings, and would like something in writing saying they will engage with him about his Navigator score to mitigate any future issues he might encounter.*
- *He would also like Equifax to refund him for the consumer product he used and paid for in the past.*

*I asked Equifax to provide some information and explanations, to assist in my consideration of the case, which they did. Although I must say I was disappointed in the delays there were in them doing so.*

*Equifax have explained the Navigator tool has been upgraded over the years resulting in different versions being available. Lenders can either stay with the version they have or upgrade to a newer version when each evolution is released. N currently use the third evolution of Navigator that was released in 2005. There have been two more evolutions since, with the latest being RN5.*

*Equifax have also explained that the version N use also includes data about financial associates, although they said they do provide versions which don't include this but the client – in this case N – chooses what suits their terms and conditions. Post code statistics are also included in the Navigator tool. All of these could all have had an impact on Mr H's B2B score.*

*The current B2C scoring system was built and released after 2005 and so isn't aligned to the version of Navigator that N subscribes to. Equifax have explained that this contributed to the variance Mr H saw between the two scores.*

*To demonstrate this Equifax have confirmed that Mr H's Navigator score, using the RN5 version of the tool in July 2023 when he was making his application to N was approximately 520 and in April 2025 for comparison is in excess of 600.*

*Before I go into my findings I would like to express to Mr H how sorry I am to hear about the difficult time he has been going through.*

*I've thought a lot about the issues Mr H has raised and carefully considered what he has told us, having done so I think it would be useful to break them down and deal with them individually.*

### **Declined application**

*As has already been mentioned the decision to decline the mortgage application was entirely N's. N chose to use Navigator as an aid to their underwriting criteria. And while they don't set out the weighting of the individual factors for information that feeds into the score they do choose a number between 1 and 1000 as the 'pass' mark for risks they are willing to accept. They chose 450 and Mr H didn't meet that threshold. He provided them with information to support his application and showed them his near perfect B2C credit score, their underwriters still chose not to overturn their decision. Equifax have no responsibility for that lending decision.*

*The Navigator tool is designed to help a business assess affordability and N have said they use it as a predictive tool to help assess risk.*

*The only way Equifax could have contributed to this was if the score was based on incorrect information that was personal to Mr H. Mr H hasn't expressed at any point that information Equifax holds about him is incorrect. The tool also includes other information that isn't personal to Mr H such as post code statistics and there could also be other factors that are included in calculating the score like this that Mr H wouldn't have any control over changing. Different versions of the tool include or exclude different data such as financial associations, and I don't expect Equifax to provide an exhaustive list of the things they use as how they build their Navigator tool and the algorithms within it is something that is commercially sensitive.*

*Based on what I know about how the tool works and is used and given that Mr H hasn't raised any concerns about the accuracy of the personal information holds about him, I'm satisfied Equifax haven't done anything wrong that has contributed to N declining his application. I can see Mr H already made a complaint to N about the declined application, which they didn't uphold. Now we've fully investigated and understand what happened, Mr H may wish to raise a new complaint to N explaining the new information I've given him. How N deals with this isn't something I can speculate on – but I can say I think it's unlikely our service would be able to consider this later complaint from Mr H unless N were to consent to us doing so.*

### **The Navigator tool**

*Lenders pay for this product and can use it to assist them in their credit making decisions. It doesn't replace a lender's own lending criteria and the decision to lend or not remains with the lender. The lender decides what score is acceptable to them. The tool is only available to lenders and isn't available for borrowers to use or see. Navigator is different from the usual business to consumer (B2C) credit score Equifax provides to individuals, and as it is only a B2B service Equifax don't ordinarily provide support to individual consumers on this product*

### **Support and customer service**

*When N tried to speak with Equifax about Mr H's B2B score, so they could assist his understanding, Equifax told N they couldn't discuss it with them and Mr H needed to contact them directly. When Mr H contacted them directly Equifax told him he couldn't speak to him*

about the score as it was a commercial product. It was only after his tenacity and persistence they eventually gave him the details of the commercial team and said he needed to speak with them about the issue. He contacted the commercial team who began to help him and then the customer relations team stepped in and wrote to him and told him not to contact the commercial team again. This was understandably confusing and frustrating for Mr H.

Additionally, when Mr H was first in contact with them Equifax told him they don't provide lenders with scores. He has told us that he felt misled by this information, and I can totally understand why he feels this way. While I don't think that was Equifax's intention to mislead him and accept, they meant they don't provide lenders with the B2C score, this wasn't what Mr H was questioning and so I think Equifax should have been clearer when explaining this to him.

So, I think it's fair to say the communication from Equifax has been extremely poor. Especially as Mr H was just trying to get some guidance and support on reaching his financial objective of increasing his B2B score to allow his application to proceed.

When they did communicate with him, Equifax didn't provide the support I would have expected them to. As explained above I don't expect them to have given him an exhaustive list of do's and don'ts or anything definitive that would have guaranteed his score would increase. But I do think they could have explained to him, as they have to us, how the tool worked and areas where he might have been able to make an impact. I also think it would have been useful for Equifax to have explained to Mr H early on why his B2B score and B2C score weren't aligned and that there were factors included within the score that Mr H couldn't influence. Had they done this it could have saved him the trouble of continually going back and forth with N and Equifax trying to improve something that he possibly couldn't influence, and could have left him in a better position to understand that the only way forward he had at that time was likely to be moving the mortgage to a new lender.

Because of this I think Equifax need to compensate Mr H for the impact the lack of support and poor communication had on him. I will circle back to this, as I want to consider what a fair amount is holistically taking everything into account.

Even though I've said Equifax aren't responsible for the declination of the application, for completeness I have explored Mr H's desired outcomes and redress requests.

### **Mortgage fees and loss of equity**

Mr H wants Equifax to pay product fees for a new mortgage and N's redemption fee, as well as the loss of equity he has said he has suffered.

As I've already explained it was N who chose to decline the application and at that point Mr H had options – leave things as they were or move the mortgage to an alternative provider. Mr H chose the former.

Mr H hasn't provided any legal documents to show the transfer of equity was agreed or time sensitive. So, I can't say for sure that Mr H would have retained all equity within the property if the mortgage application had been approved. But even if I take him at his word Mr H hasn't lost the equity, as it is still within the property. And given he has also asked that Equifax now pay towards moving the mortgage to a new provider, it seems the offer to complete a transfer of equity still exists between him and his ex-partner, even though they may have disengaged.

As N have clearly chosen not to approve a mortgage solely in Mr H's name for the property

*in question, the reality is if he wants to take the property on alone he would always have had to move the mortgage to a different lender. As such he would always have been liable for the early redemption fee and any new product fees. I note that he also asked N to waive the early exit fees and they declined. Even so, Mr H hasn't moved the mortgage to a new lender and therefore hasn't incurred any fees. So even if I thought Equifax had some responsibility here, which to be clear I don't, I wouldn't make an award for things that might happen in the future.*

### **Cost of counselling and forward-looking compensation**

*As I have already expressed, I'm sorry for what Mr H has been going through, it truly sounds like he has had an awful time. The medical evidence Mr H has provided confirms that he is receiving counselling and that it began in April 2024. It doesn't specifically say N declining his application or that Equifax not helping him with his B2B score was the cause of his need for treatment, it says he was working through some unexpected and difficult life events.*

*Given this I can't conclude Equifax's actions or inactions are the sole cause of decline in Mr H's mental health, but I think it's fair to say that they probably contributed to how he was feeling at the time. So, while I won't be asking them to pay for the sessions Mr H has already received or the equivalent of another year's counselling, I will take into consideration their part in this, when awarding compensation.*

*Mr H has said he wants Equifax to pay him £1,000 per month compensation until the decision is made appropriate. By this I think he means the lending decision, but Equifax have no influence over this and as I've explained aren't responsible for it. So I won't be asking them to do this.*

### **Refund of consumer product fees.**

*Mr H would like the fees he has paid to use Equifax's consumer product in the past.*

*Mr H's subscription to and use of the product didn't form part of his original complaint to Equifax. But I have considered his request for the refund of the fees attached to it anyway. I have seen no evidence showing that Mr H had any issues with his subscription service while it was in place, or that he had any problems with how it performed.*

*So, It's unclear why Mr H thinks the fees for it should be refunded as part of this complaint as it is a completely separate product and unrelated to this issue at hand here. Given this I won't be asking Equifax to refund this.*

### **Apology from Equifax and written confirmation they will engage in the future**

*While I can ask Equifax to apologise to Mr H for the things they got wrong, I'm not sure a forced apology is a genuine one, and so I will leave that to Equifax's discretion to decide if it is something they want to do.*

*I won't be asking them to confirm in writing that they will engage with Mr H about his B2B score. This is because my role here is to deal with what has happened and not what possibly might happen in the future.*

*Additionally, as explained above the Navigator is a tool for lenders and not members of the public, so it's unlikely that Mr H's B2B score would be shared with him again. And even if it was, Mr H now knows how it works and some of the things that could influence his score. So it wouldn't be appropriate for me to ask Equifax to treat Mr H preferentially compared to other consumers who wouldn't have direct access to information about the B2B scores*

*lenders use when assessing a person's credit worthiness.*

## **Compensation**

*Bringing together all the elements of Mr H's complaint, I believe the impact of Equifax's actions or inactions caused him substantial distress and having thought about this carefully I believe Equifax should pay Mr H £1,000 for this. Awards of this level are considered significant by our service, and it isn't something that I've reached lightly.*

*When arriving at this figure I've taken into account the poor communication and service Equifax provided to Mr H. As I've already explained I think Equifax could have given information to Mr H much sooner to allow him to move past this issue, but they didn't do that. And even when he brought his complaint to this service, they were still reluctant or slow to provide the information we requested to be able to give Mr H the answers he was seeking, with them only being provided in recent weeks. This has elongated Mr H's worry and uncertainty about his B2B score and his ability to obtain credit.*

*I've also taken into consideration the effect this has had on his mental health, and while, as I explained above, I don't think Equifax are the sole cause of his counselling needs, I do think having this matter hanging over him will have exacerbated the issue.*

*I realise that Mr H may be disappointed with the outcome I have provisionally reached as it doesn't go quite as far as he thinks it should. But I'm satisfied that I have reached a fair outcome in all the circumstances and hope that my explanations will have brought him some assurance that his points have been fully considered.*

## **Putting things right**

*Based on all of the above I am proposing that Equifax should on acceptance of this decision pay Mr H £1,000.*

## **My provisional decision**

*For the reasons set out above, I currently uphold this complaint and intend to ask Equifax Limited to carry out the actions as set out under the 'Putting things right' section of this decision.*

I invited both parties to respond with any comments they wanted to put forward.

Equifax responded saying they had nothing to add.

Mr H responded providing comments - he asked me to carry out the following actions:

- Make it clear in my decision that Equifax had delayed the progress of his complaint
- Explicitly state that his credit file is a "thick" file
- Share my findings with relevant regulators
- Issue a further provisional decision so he would have the chance to comment or provide evidence to support his position.
- Remove the term significant from my award as it is factually inaccurate

Additionally, he wanted the following points addressed; I've summarised them in my own words:

- Make a finding on if Equifax had breached FCA principles for business

- Increase the level of compensation as it doesn't reflect the failings – to at least £5,000
- Consider that the score provided to Nationwide was not an accurate reflection of his credit standing
- Ask Equifax to prove they warned N that using the older version of Navigator might show skewed results
- Consider that Equifax's data played a material role in the decision-making chain
- Confirm if I have considered his right under Article 22 UK GDPR to meaningful human review of automated decisions and if the right existed did Equifax act fairly
- Consider that Equifax support and customer service was unsatisfactory and they created a firewall not to deal with him

## **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 want to address the actions Mr H asked me take.

Mr H has asked me to share my findings with the relevant regulators. We would normally only do this where we identify patterns or themes that give rise to broader market impacts. I'm satisfied that Mr H's complaint does not fall into this category. However, all of our decisions are published on our website so can be seen by everyone. And Mr H will have a copy of my final decision, which he can share with any regulators or trade bodies he sees fit to.

Mr H has asked me to insert and remove a number of things from my decision. It is not for Mr H to determine the content of my decision, that is my role. So, while I have taken his thoughts into account when reaching my final decision, I won't necessarily be adding the things he has asked. And I won't be removing anything.

I note he has also asked that I issue a further provisional finding to allow him to provide more evidence. A provisional finding is something that is an option I have where I'm significantly changing something we have already said, or I might require more information that could change things. I don't deem that to be the case here. Mr H's complaint has been with this service for more than a year, and he has provided a substantial amount of evidence during that time, if there was more, he wanted to submit to support his stance, I'm satisfied he has had the opportunity to do so. I do appreciate he has said he hasn't done so only to limit the strain on him. So, to reassure Mr H that he hasn't missed an opportunity here, I'd like to explain why the evidence he has alluded to wouldn't change things.

In my provisional findings I said:

*Mr H hasn't provided any legal documents to show the transfer of equity was agreed or time sensitive. So, I can't say for sure that Mr H would have retained all equity within the property if the mortgage application had been approved. But even if I take him at his word Mr H hasn't lost the equity, as it is still within the property. And given he has also asked that Equifax now pay towards moving the mortgage to a new provider, it seems the offer to complete a transfer of equity still exists between him and his ex-partner, even though they may have disengaged.*

Mr H has said he hasn't been asked to provide such evidence, but he could. I don't think it's necessary because as I have already said it won't support that he has lost any equity – as he is still a co-owner of the property and the equity remains in it. So there has been no loss crystallised here.



Mr H has also said that he may have to force a sale of the property to be able to sever ties with his ex-business partner. But as I have previously explained I can't make an award for something which might happen in the future. And even so, the reason Mr H wasn't able to transfer the equity was because N made a decision not to lend to him. While I agree they used information from Equifax to inform that decision. It was entirely N's decision and Equifax aren't responsible for it. And Mr H did have other options available to him – for example he could have moved the mortgage to another provider to mitigate any future loss, but he chose not to do that.

Moving on to the points Mr H would like addressed, I've thought carefully about the arguments Mr H has put forward, but I have to tell him they don't change things for me, I'll explain why.

#### *FCA principles, support and customer service*

Mr H has said he feels Equifax breached the FCA principles for business – specifically:

- *Customer's interest - A firm must pay due regard to the interest of its customers and treat them fairly*
- *Communications with clients – A firm must pay due regard to the information needs of its clients and communicate information to them in a way which is clear, fair and not misleading.*

While I haven't explicitly mentioned the FCA principles in my provisional findings, they were taken into account when reaching the decision I did. As I explained in those findings, I thought Equifax should have been clearer in their communications with Mr H and they hadn't offered him enough support. So, I don't feel the need to add more here.

#### *Navigator issues and Equifax's impact on N's decision making*

Mr H has argued that Equifax's actions played a material role in the decision-making chain. He feels that the Navigator score they provided to N wasn't an accurate reflection of his credit standing and he would like them to prove they warned N of the risk of getting skewed results if they continued using an older version of the Navigator tool.

As I've already explained – I accept that N used the information provided by Equifax to inform the decision they made not to lend to Mr H, but the decision was entirely N's to make. Mr H put forward arguments to N's underwriters and provided his credit file to them, but they still made the decision not to lend to him. Equifax had no say in this decision, so I can't fairly hold them responsible for it.

There is no evidence to suggest that there was incorrect information feeding into the navigator score Equifax provided to N. I have already explained that the version of Navigator N chooses to use isn't the most up to date version, that is solely N's choice. There is no obligation on Equifax to warn N or any other business of risks of skewed results. This is because they have a suite of products they offer to businesses, and it is for the business to choose if they want to pay to use those products – if they do they get to choose which one/s suit their needs and their specific appetite for lending risk. N chose not to use the newer version and that was their commercial decision, Equifax aren't responsible for it. Because of this I won't be asking Equifax to show any correspondence between them and N, about this.

The algorithm used to calculate Mr H's B2C score is different from the one used to calculate the Navigator score, so the two can't be compared as they aren't like for like.

Mr H has asked if I have considered his right under Article 22 UK GDPR to a meaningful

human review of automated decisions. I haven't as I don't see the right exists here as Equifax didn't make any decisions in relation to Mr H. Only N made a decision and I'm not looking at their actions here.

### *Compensation*

I realise that Mr H doesn't think £1,000 is a significant award and it doesn't reflect the failings. But I set out my thoughts on compensation in my provisional findings and as Mr H's points haven't changed things for me, I see no value in going over them again here. I am still of the opinion the impact of Equifax's actions or inactions caused him substantial distress and having thought about this carefully I believe Equifax should pay Mr H £1,000 for this.

I know this will be disappointing to Mr H, but my decision ends what we – in trying to resolve his complaint with Equifax – can do for him.

### **Putting things right**

On acceptance of this decision Equifax should pay Mr H £1,000.

### **My final decision**

For the reasons set out above, I uphold this complaint and require Equifax Limited to carry out the actions as set out under the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 October 2025.

Amber Mortimer  
**Ombudsman**