

### **The complaint**

Mr B complains Equifax Limited incorrectly added information to his credit report for someone else.

### **What happened**

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements of this below, and they form part of this final decision.

*On 12 June 2025 Mr B said he received an alert from a credit information company – I'll refer to them as C – to tell him information was being added to his credit report he didn't recognise. The information related to someone else, who I'll refer to as X, so he raised a dispute with C and Equifax.*

*Mr B says Equifax confirmed they'd investigate the dispute, but he asked for updates on a regular basis which he says he didn't receive. Mr B also said the information on C didn't go into much detail, but Equifax added information about X on to his complaint which showed some of their financial details. Mr B has said his employer conducts regular credit checks, so having to tell them about this issue was awkward and embarrassing.*

*Equifax said C gets information from them and makes it accessible to their users. They said the information undergoes continuous updates, but on 11 June 2025 a discrepancy occurred with the daily update leading to another person's data appearing on his report with C.*

*Equifax said this only impacted the data shown by C, and if Mr B's employer had reviewed the information directly with Equifax they wouldn't have seen the other person's data.*

*Equifax added they gave C the correct information on 14 June 2025 – but had incorrectly told Mr B it'd been resolved on 12 and 13 June 2025 – and they offered £150 compensation for this.*

*Following a response from Mr B, in which he asked if his information was being displayed on anyone else's credit report – and asking about a Subject Access Request (SAR), Equifax replied and increased their offer to £250.*

*Mr B accepted Equifax's offer, but when doing so also said he'd be asking us to look into things – which he did.*

*One of our Investigators considered everything, but felt Equifax's offer of £250 was sufficient to put matters right.*

*Mr B didn't agree with this, so the complaint was passed 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 explain I've considered all of the information provided by both parties in reaching my decision. If I've not reflected or answered 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.*

Has Mr B's data been shared with anyone else

*Given some data appeared on Mr B's credit report unrelated to him, it's natural for him to question if anyone had access to his data.*

*When asked, Equifax said having checked with C only a small number of people logged in and saw the incorrect information – and they can't confirm if Mr B's data appeared on someone else's credit report.*

*I can understand why Mr B would find this unsatisfactory, particularly given the issues he's experienced. I can't require Equifax to provide a definitive answer in situations where they've already said they can't get an answer. But, I'll factor this into the compensation.*

Subject Access Request

*Mr B also asked for a SAR and said he'd not had a reply to that either – apart from an unhelpful response where Equifax told him asking for a SAR didn't mean he'd made a complaint. Mr B's stated aim for the SAR was to provide our service with information in support of his complaint.*

*Equifax said they had contacted Mr B on 18 July 2025 explaining he could access a portal to request the SAR – but they hadn't heard back from Mr B following this.*

*I've seen the original request from Mr B to Equifax, and I think their response was disappointing. Regardless of Mr B's aim of the SAR, he's entitled to request his data. It's not though unreasonable of Equifax to want to verify Mr B before providing this information. And the email of 18 July 2025 asks Mr B to request the SAR through a portal so he can identify himself.*

*I've not seen anything from Mr B to show he replied to this – though if he has anything then I'd ask him to provide it in response to this provisional decision.*

Compensation

*In terms of the main issue, there is no dispute Equifax added information to Mr B's credit report with C that shouldn't have been there. This is disappointing and shouldn't happen.*

*I also think Equifax have caused confusion around when the data was actually removed – whether it was 12, 13, 14 or 18 June 2025 – as these are all dates which have been quoted.*

*From Equifax's internal notes it appears the notice of disassociation was uploaded on 18 June 2025. That's less than a week from the issue being reported by Mr B. So, I think that means the impact is somewhat limited.*

*But, I also need to think about Equifax's communication with Mr B. Equifax's own notes show multiple occasions where Mr B asked for an update and none were provided. While I understand Equifax were still looking into things, it's clear this issue was a worry for Mr B and I'd have expected them to provide better communication.*

*The primary worry was Mr B's employer might do a credit check on him and find the incorrect information. Given this related to his employment, I can understand why Mr B*

*would have felt very concerned – thankfully it seems this potential event never happened – but that doesn't mean Mr B's worry wasn't real.*

*I also think it's an ongoing worry for Mr B where Equifax can't confirm if his data was viewed by another party.*

*Deciding compensation isn't an exact science, but taking into account everything I've set out above, I think fair compensation is £350. I've noted Equifax's internal notes say Mr B was paid the £250 Equifax offered already – so it's an additional £100.*

### **Summary**

*In summary then, I don't think Equifax have handled things fairly for Mr B. I think they needed to communicate much clearer and promptly. I also think the questions they can't answer for Mr B – in particular around whether someone else has seen his data – is an ongoing concern. It's for these reasons I think it's fair to increase the compensation.*

*Finally, I've noted Mr B had some concerns regarding Equifax's complaint handling – including the date the complaint was recorded with Equifax. I've not formally decided this, as I don't think I need to. I say that because Equifax had eight weeks in which to investigate the complaint and provided their answer within five weeks of Mr B's first contact about this issue.*

### **Responses to my provisional decision**

Mr B replied and accepted the outcome I'd reached. Equifax didn't reply by the deadline.

### **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.

As Mr B accepted my outcome, and Equifax didn't reply, I remain of the opinion a total of £350 compensation is a fair way of putting this matter right.

### **My final decision**

For the reasons I've set out above, I uphold this complaint and require Equifax Limited pay Mr B a total of £350 compensation. Equifax Limited can deduct any amount already paid for this complaint from the figure of £350. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 December 2025.

Jon Pearce

**Ombudsman**