

The complaint

Mr S complains TransUnion International UK Limited is reporting incorrect information on his credit file.

What happened

Around July 2024 Mr S left his energy provider, who I'll refer to as E. He says at this point there was a dispute over his final bill and some other issues. Sometime later around February 2025 Mr S says he became aware E had sold the debt it considered he owed to a third-party company. And E recorded missed payments on his TransUnion credit file. As a result, Mr S contacted TransUnion.

TransUnion raised a dispute with E, who responded, but didn't give consent for it to update or amend the data. TransUnion initially told Mr S it was still able to remove the data, but later confirmed this wasn't the case and apologised to Mr S for this mistake.

Alongside this, Mr S raised a complaint with another Ombudsman Service, I'll refer to as O, in relation to the actions of E. He shared O's response with TransUnion, saying it had upheld his complaint, but as TransUnion still didn't amend the information, he contacted this Service to complain.

While the complaint was with this Service it appears E updated the information it shared with TransUnion around September 2025 and from that point Mr S' account was reporting correctly, with the late payment markers removed. TransUnion explained this was as a result of E's actions.

An Investigator here reviewed matters but considered overall TransUnion had done what it could. They said TransUnion had raised a dispute with E, as they'd expect, but as E didn't give consent for TransUnion to amend or remove the data, there was nothing further it could reasonably do. They explained TransUnion had made an error initially, in marking the dispute as successful when this wasn't the case, but as it hadn't caused any detriment to Mr S, there was nothing further it needed to do.

Mr S didn't agree, in summary saying as O said E made an error, TransUnion should correct its data. He also pointed to guidance issued by the Information Commissioner's Office (ICO) to support this.

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, within this decision I can only consider the actions of TransUnion, not those of the other organisations Mr S has complained about, such as E and O. I say that because much of Mr S' complaint relates to E'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 S has received a response from O about the actions of E, but I can't comment on that and nor do its findings necessarily mean TransUnion has acted unfairly as a result.

I should also explain, this Service is not the regulator, that's the role of the FCA. So while Mr S 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. Credit Reference Agencies' (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 E, when Mr S raised his concerns. It asked whether the information displayed, in relation to the account with E could be amended. E responded around May 2025 but didn't give TransUnion the permission to amend the data and asked that Mr S contact E.

TransUnion shared E's response with Mr S. But made an error and initially told Mr S the dispute had been successful and it would amend his credit file – even though that wasn't the case. I note within around two days TransUnion corrected matters, explaining it was unable to amend the information, as it hadn't been given consent to do so and Mr S would need to contact E directly.

On this point, I understand Mr S considered TransUnion should have removed the incorrect information, given O had upheld his complaint about E. Based on the evidence Mr S has provided, it's not totally clear when O issued its response – I note an apology letter was sent around June 2025, which was after TransUnion raised the dispute with E. However, whether the investigation was concluded before or after this date, as E didn't give TransUnion consent to update or remove the data, it wasn't unreasonable that TransUnion didn't take further action.

Broadly speaking Mr S considers TransUnion should have updated the information, based on the evidence provided by O. But I wouldn't generally expect TransUnion to carry out a more detailed review, or to update the data on this basis. Especially after the data owner (E) didn't give permission for it to do so.

I appreciate Mr S has also pointed to guidance from the ICO which says if a consumer has contacted both the CRA and the original lender and there is an obvious inaccuracy which they are unwilling to correct – they can make a complaint. However, as explained above, while Mr S may consider the inaccuracy was obvious, TransUnion was being told by the data owner it was unable to amend the information, as such I don't think it was unreasonable for TransUnion to accept this response. I should also say, the ICO's guidance specifically refers to making a complaint to the ICO if Mr S remains unhappy. So Mr S may still be able to do this, if he hasn't done so already.

While I understand Mr S' credit file has now been corrected, it appears this happened around September 2025, the information I've seen shows this was as a result of E's actions. As such, I can't hold TransUnion responsible for the time this took.

As I've found TransUnion did make a slight error here, as explained above, by initially telling Mr S it would update his credit file, I've thought amount whether Mr S has been impacted by that. However, as it also shared E's response, which said the opposite, corrected its response shortly after and ultimately wasn't allowed to update the credit file in any case, I don't think Mr S was significantly impacted as a result. And therefore, the apology TransUnion has already provided for this fairly resolves matters.

Mr S has also told this Service he's been impacted financially as a result of TransUnion's actions. He's said, amongst other things, this includes difficulty in obtaining a mortgage. In order to uphold this aspect of Mr 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 an error here, in relation to removing the information, I won't be asking it to pay any of the losses Mr S has claimed.

TransUnion did what it needed to here and raised a dispute about the information Mr S considered to be incorrect – but E didn't give TransUnion the authority to remove it. Even though that information has now been corrected, I'm not able to hold TransUnion responsible for any impact caused.

While I can understand it would be undoubtedly distressing for Mr S to have information recorded on his credit file that isn't correct, I can still only consider the actions of TransUnion here. And taking everything into account I think it acted fairly overall. It raised a dispute about the data it held, but the response it received from E didn't allow it to be updated. And although it made an error when it shared the response initially, I think it's apology fairly resolves matters here. As such, I won't be asking TransUnion to do anything further.

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 S to accept or reject my decision before 20 March 2026.

Victoria Cheyne
Ombudsman