

The complaint

Mrs M complains TransUnion International UK Ltd merged her credit file with her sisters, allowing her sister access to see her personal data.

What happened

Mrs M says her sister contacted her to let her know Mrs M's personal data was showing on her credit file. This included information of financial accounts, utilities and details of her spending.

In May 2023, Mrs M contacted TransUnion to complain about the two accounts being merged. She also said her own credit file didn't hold any details – which was impacting her score. To resolve matters she asked TransUnion to remove her details from her sister's credit file and add them back on to hers.

TransUnion issued their final response to Mrs M's complaint on 13 September 2023. In this they apologised for the error and confirmed the database was in the process of being corrected. In this response TransUnion referred to *Information belonging to another person on your credit report*. Mrs M responded, saying TransUnion hadn't understood her complaint. She reiterated her concerns, that there had been a data breach, and it was her details on her sister's credit file, not the other way around. She also explained the impact this had on her. In response, TransUnion re-sent its final response on 29 September.

Unhappy with their response Mrs M contacted our service, explaining she was unhappy with TransUnion's investigation and how long they'd taken. Mrs M told us she'd previously borrowed money from her sister, so it was particularly distressing she'd been able to see her spending. Mrs M also explained she'd tried to take out a loan to replace her car, but unhappy with the offer received she wasn't able to go ahead. She considers this was as a result of her credit file being impacted by TransUnion's error.

An Investigator here reviewed matters and concluded TransUnion had made an error and had taken a long time to resolve matters, which would have caused understandable distress to Mrs M. As such, he suggested TransUnion pay £250 in compensation.

TransUnion accepted what our Investigator said, but Mrs M didn't. She said £250 was too low given the data that was leaked, and the time TransUnion took to resolve matters. She also referred our Investigator to a third-party website as a guide to what compensation she considered was due.

The Investigator reviewed everything but explained it didn't change his opinion. He also said, as an alternative to the courts, our service doesn't award set amounts of compensation for damages. But instead, we take into account individual circumstances, and in his opinion £250 was a fair and reasonable amount to resolve matters.

Mrs M said her sister had also been awarded £250, and while she didn't have any further evidence to submit, it was her data that had been leaked, so she didn't think this was fair.

With no resolution, the case was 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.

It's not clear what happened to cause this issue, but there is no dispute between either party that TransUnion made an error in merging Mrs M and her sister's credit files. So all that's left for me to consider in this decision is how much compensation TransUnion should pay Mrs M.

In considering what is fair and reasonable, I've taken into account the relevant industry rules and guidance, and what would be considered as good industry practice.

As this service is not the regulator, I can't fine or punish TransUnion for the mistake it made. But I can consider the impact the error caused Mrs M.

Mrs M has attributed a poor loan offer to the fact her credit file didn't hold the information it should have. While she's not given specific details about this, such as when she made the application or the amount it was for, I've considered whether I'd be able to hold TransUnion responsible for this. But having done so, I don't think I fairly can.

Fundamentally, in order to uphold this aspect of Mrs M's complaint, I'd need to be satisfied TransUnion were solely or mainly responsible for the offer terms Mrs M received.

Generally, to be satisfied this was the case, I'd want something from the lender to explain TransUnion's incorrect information was the sole reason they'd made the offer they had. The key reason for this is I know lenders decide on the terms under which they are willing to lend using a vast number of different factors. So it's extremely difficult to apportion sole blame to TransUnion in such circumstances when there is a real and realistic possibility that several factors contributed to the loan terms Mrs M was offered.

Ultimately Mrs M chose not to go ahead with this loan in any case, so because of that, I also can't consider any direct financial losses. Nor can I, when thinking about compensation, consider the impact not getting the loan had on her. Instead, my focus in considering compensation is limited to the distress and inconvenience this error caused.

I was sorry to hear TransUnion's error caused Mrs M some distress that her sister had seen her personal financial details. Particularly given what she's said about borrowing money from her previously. Had things not gone wrong, Mrs M, wouldn't have been put in that position and I can appreciate this would have been difficult for her.

I've also noted Mrs M has raised concerns about how long TransUnion took to resolve matters, and the quality of their investigation. It's disappointing it took TransUnion more than four months to fix this issue and they made errors in their final response, which I can understand would have been very frustrating for Mrs M. There's also the inconvenience that Mrs M was put to in dealing with this.

I've taken all of this into account when deciding what I consider to be fair compensation.

While I understand Mrs M considers she should get more compensation than her sister did, as our Investigator explained, I'm required to consider each complaint individually and on its own merits. I don't know the circumstances of Mrs M's sister's case, but as an example, had

the offer been made by TransUnion directly, it could be in excess of what we may have awarded, had they not made an offer previously.

Taking everything into account, I agree a compensation award should be paid to Mrs M. And having considered the impact caused solely by the error TransUnion made, I'm satisfied that £250 is in line with the level of distress Mrs M has suffered and within our award ranges for situations like this.

My final decision

I uphold this complaint and require TransUnion International UK Ltd to pay Mrs M a total compensation amount of £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 25 March 2024.

Victoria Cheyne
Ombudsman