

The complaint

Miss W complains Equifax Limited charged her a monthly subscription fee which she wasn't aware of.

What happened

Miss W signed up to Equifax's 30 day free trial in September 2020. Miss W says she forgot to cancel her membership following this period, so she was charged £7.95 – which was one monthly fee. Miss W would like the fee refunded as she says she didn't use the service and she wasn't aware this fee would be charged.

Equifax say Miss W's access was free for the first 30 days but that monthly charges would apply after this, unless Miss W cancelled the service. Equifax say their terms make this clear, therefore, they didn't refund the £7.95 Miss W was charged. Equifax confirmed they cancelled Miss W's subscription on 1 November 2020 so she wouldn't be charged again.

Our investigator looked into Miss W's concerns. In summary, she said Equifax had made it clear that there was going to be a fee after the first 30 days. Therefore, she didn't think Equifax had done anything wrong. Miss W disagreed. She remained of the opinion that she didn't use the service and that she wasn't aware of the fee. So, the complaint has been passed to me.

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.

Equifax have provided us with screenshots of the home page of their website, a sample registration form that Miss W would've completed and also their terms and conditions. I can see their home page clearly sets out that the first 30 days are free, then there's a charge of £7.95 a month thereafter.

The sample registration form explains *"Your free trial will end on a (specific date). Your payment card will be charged £7.95 on (specific date) and then on or around the (specific date) of each month thereafter. We'll email you if there are any changes to your payments"*. Lastly, the terms and conditions say; *"Please tick the box to confirm that you agree to the Terms and Conditions including a £7.95 per month charge after a 30 day free trial period if you do not end your membership"*.

Having considered all of this evidence, I think Equifax made it clear that they will charge Miss W a monthly fee if she didn't end her membership after the 30 day trial period was over. As Miss W didn't end her membership before the 30 days lapsed, I think Equifax were entitled to charge her the monthly fee.

I note Miss W has said she doesn't think it's fair for Equifax to charge the fee as she didn't use their service. Equifax have provided information to show Miss W accessed her online

account several times during the free period and also after this period was over. So, I think, on balance, it's more likely Miss W did use the service.

I understand this will come as a disappointment to Miss W. But having thought about everything carefully, I don't think Equifax have done anything wrong and I consider their actions, in the circumstances, to be fair and reasonable.

My final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 11 October 2021.

Leanne McEvoy
Ombudsman