

The complaint

Miss A complains about the monthly charges she's incurred since signing up to Experian Limited's Credit Expert service.

What happened

In 2014 Miss A signed up to the Credit Expert service and has told us she wasn't aware that, after a free 30 day trial period, she would be charged £14.99 a month by Experian.

Earlier this year Miss A complained to Experian as she found she had been charged £14.99 a month. Experian didn't uphold Miss A's complaint and said the monthly subscription had been correctly charged. But Experian noted Miss A hadn't checked her credit file since May 2020 so refunded 50% of her payments from that point, as a gesture of goodwill.

Miss A referred her complaint to this service and it was passed to an investigator. They thought Experian had dealt with Miss A's case fairly and didn't ask it to do anything else. Miss A asked to appeal and said she didn't notice the monthly payment and confirmed it wasn't listed with other direct debits she pays. Miss A asked for all her payments to be refunded. As Miss A asked to appeal, her complaint has been passed to me to make a decision.

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.

Experian has sent us systems information to show the sign up information for the Credit Expert service Miss A was given. The information says *"Your card will not be charged for membership during your free 30 day trial and there is no obligation to continue with the service after the trial period. A fee of £14.99 will be charged on a monthly basis if you choose to stay a member after your 30 day free trial."*

The above information is prominently displayed within the *"Card details"* section of the online registration form and I'm satisfied it would've been sufficiently clear when Miss A signed up for the service. I haven't found that Experian provided unclear information or hid the nature of the fees it charged Miss A when she signed up for the Credit Expert service.

Experian has also pointed out Miss A contacted it over the years to obtain new log in details so she could access her account. Experian has provided systems evidence to show Miss A accessed the Credit Expert account in May 2020 which shows she was using the service.

I think it's reasonable to note that Experian has been taking monthly payments from Miss A since 2014. Miss A didn't see a direct debit for the payments because they were collected under a continuous payment authority. But the payments will have shown on Miss A's bank statements. I think Experian could reasonably have expected Miss A to make contact and query the regular payments if she was unclear what they were for.

I'm sorry to disappoint Miss A but I haven't found that Experian misled her when she signed up to the Credit Expert service or that it has treated her unfairly while responding to her complaint. The monthly charges have been paid in line with the information and terms Miss A accepted when she signed up in 2014. And Miss A has accessed her Credit Expert service during the period in question.

Experian agreed to refund 50% of the fees Miss A from May 2020 to the point where she complained as a gesture of goodwill. As I haven't found Experian made an error and I'm satisfied it dealt with this complaint fairly I'm not telling it to take any further action.

My final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 15 June 2021.

Marco Manente
Ombudsman