DRN-5716069

The complaint

Ms G complains that Emma Technologies LTD refused to refund her subscription for its budgeting app product, as she sought to cancel outside the 14-day cancellation period.

What happened

in November 2024 Ms G purchased an annual subscription to the Emma Pro version of the budgeting app. However, she found the product to be unsuitable for her needs, as she has a joint account with her partner and the numbers were all mixed up. She also said that Emma advertised that it could create budgets but that this was not the case for what she understood to be the product feature.

Ms G asked for a refund of her subscription at the beginning of January 2025. Emma said that this was outside the cancellation period of 14 days so it couldn't provide a refund. It offered her support with the app and said that it would be able to be used until November 2025.

Ms G thought that this was unsatisfactory and said that 14 days wasn't sufficient time for her to be able to decide if the app was suitable for her purposes. She pointed out that budgeting is done on a monthly basis.

On referral to the Financial Ombudsman service, our Investigator explained that we could only look at whether the product was mis-sold to Ms G. He couldn’t recommend that the complaint be upheld.

Ms G didn't agree and the matter has been passed to me for review.

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.

I've considered whether Ms G was misled into purchasing the product. This was a non-advised sale, that is Ms G wasn't advised by Emma to purchase the product. I'm satisfied that there was enough information available to Ms G so that she would have been aware of the terms and conditions. I'm also satisfied that she had time to decide for herself whether to go ahead with the purchase.

The product is advertised as a budgeting app and its features have been reviewed in the financial press. We’ve not been made aware of any issues with its budgeting features. Ms G could have used the 7-day free trial to see how the app worked then had a further 14 days. Emma’s website describes how joint accounts can be used with the app. In addition, she was offered support as to how to use the app.

Ms G purchased an annual subscription, on the basis that this offers a 30% discount over paying monthly. I think that she also should have been aware of the 14-day cancellation period. As regards her comment that this wasn't suitable for somebody who budgets on a monthly basis, I think that she would have had sufficient time before paying the subscription to decide whether it was suitable for her purposes. I've noted that from Emma's records she had substantial use of the app before asking for her subscription to be refunded.

As our Investigator has explained, we can't tell Emma how to provide its services.

Ms G refers to the Consumer Rights Act, and I confirm that I have taken that into account. In my view 14 days, added to the 7-day free trial period, was reasonable.

Overall, I think that Emma acted reasonably. And Ms G had time to consider whether the product was appropriate for her before deciding to purchase it and before the end of the 14-day cooling off period.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 28 August 2025.

Ray Lawley
Ombudsman