

complaint

Mrs A complains Experian Limited charged her fees without her authority.

background

Mrs A says she went online in 2012 to get a free copy of her credit report from Experian. She says she was asked to give her card details but was told that these would only be used to identify her. Mrs A says she never gave Experian permission to use her card details to pay any fees.

Mrs A says she discovered in 2015 that Experian had been charging her a monthly fee since 2012. She complained to Experian and her bank.

Experian investigated Mrs A's complaint but didn't uphold it. Mrs A complained to us.

Our adjudicator didn't recommend that this complaint be upheld as he felt the terms and conditions Mrs A would have seen made it clear she'd be charged a fee if she didn't cancel at the end of her free trial. Mrs A disagreed with our adjudicator saying he'd ignored her evidence including the terms and conditions she'd sent. I was, therefore, asked to look at this complaint.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs A has sent us evidence backing up her complaint (including an email she received from Experian on the day she went online, an email Experian sent the following day around midnight and terms and conditions she'd copied from its website at the time). Mrs A clearly feels strongly about her case, not least because she recently really needed the money she's been charged.

I can understand why Mrs A feels no-one has looked at the evidence she's provided. Having done so, however, I don't think it helps her complaint. I'll explain why.

The email Mrs A received from Experian on the day she went online refers to her free credit report. The email also refers to a "free 30 day trial". Mrs A says she never applied to become a member and says the fact that the second email from Experian about her membership application was sent around midnight proves this as she wasn't online then. I can understand why Mrs A says this – but the fact that the email was sent around midnight doesn't mean Mrs A had to be online at that time. Based on the evidence I've seen, I think it's more likely than not that Mrs A applied for a free 30 day trial when she was originally online.

The first email Mrs A has sent us – offering a free 30 day trial – makes it clear in a footnote that a "monthly fee of £14.99 applies after free 30 day trial (if you do not end your membership)". I do, therefore, feel that Experian tried to explain it would charge a monthly fee if Mrs A didn't cancel her membership – something, as I've said above, I believe she applied for.

Mrs A says the terms and conditions she's sent us don't mention anything about a monthly fee. I agree they don't. However, that's because the terms and conditions she's sent are the terms and conditions that apply to people viewing and using Experian's website. They're not the terms and conditions of membership of Experian. The terms and conditions of membership say a monthly fee becomes payable if the membership isn't cancelled at the end of the free trial.

my final decision

My final decision is that Experian Limited need not refund any more fees than it already has.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 13 November 2015.

Nicolas Atkinson
ombudsman