

complaint

Ms S's complaint is about charges she incurred with Experian Limited after she signed up to a 30 day free trial for credit expert membership.

Ms S says that Experian didn't warn her she was going to be charged after the free trial period ran out.

background

Ms S signed up for credit expert membership with Experian in November 2015 online. Experian operated a free 30 day trial period, after which Ms S would be charged for future membership.

Some months later Ms S discovered she'd been charged for ten months' worth of membership. She wants Experian to refund this because she feels the information she'd been given about membership wasn't clear and that Experian should've notified her before taking money out of her account.

Our investigator considered Ms S's complaint and concluded that it shouldn't be upheld. Ms S doesn't agree so the matter has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't think Ms S's complaint should be upheld. I'll explain why.

Experian has provided copies of the screens Ms S would've been presented with when she signed up for credit expert membership. The first screen says:

"New customer? A monthly fee of £14.99 applies after your 30-day free trial."

At the bottom of the screen the following words appear:

*"*A monthly fee of £14.99 applies after your free trial. You may cancel during your 30 day free trial without charge. New customers only. Free trial period starts on registration - further ID verification may be required to access full service which may take up to 5 days. Previous customers will be debited £14.99 today, and every 30 days thereafter unless you choose to cancel."*

On the second screen Ms S was required to enter payment details. At the top of that section it says:

*"Why do we need your card details?
Your card is used to verify your identity. Don't worry, 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."*

So I don't agree that Experian didn't make the terms upon which it would take payment clear to Ms S when she signed up for membership.

Ms S says that Experian should've notified her when it was about to take payment from her. But I don't think it had to. It had already made it clear that Ms S would need to cancel her membership if she wanted to avoid being charged after the 30 day free trial period. Ms S didn't do this so I don't think I can say that Experian did anything wrong.

my final decision

For the reasons set out above, I don't uphold Ms S's complaint against Experian Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 12 December 2016.

Lâle Hussein-Doru
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