

The complaint

Mr M complains about subscription charges taken by Experian Limited.

What happened

In November 2022 Mr M signed up for a CreditExpert membership with Experian. The membership was subject to a 30 day free trial followed by monthly subscription payments of £14.99. Experian says that during the sign up process Mr M was asked to provide his bank details and advised the monthly subscription would start following the end of the free trial and that his membership could be cancelled at any time.

Mr M accessed his credit file with Experian on 24 November 2022 and again on 8 December 2022. But Mr M didn't access his Experian account or credit file again after that date.

In September 2024 Mr M contacted Experian and complained. Mr M explained he hadn't realised he'd been charged monthly subscriptions by Experian and asked it to refund them. Experian issued its final response on 23 September 2024 but didn't uphold Mr M's complaint. Experian said Mr M had been charged in line with the terms and conditions he'd accepted before agreeing to sign up. Experian paid Mr M £50 as a gesture of goodwill and confirmed his membership had been cancelled and no further subscriptions would apply.

Mr M referred his complaint to this service and it was passed to an investigator. The investigator thought Experian had clearly explained how Mr M would be charged after signing up for the CreditExpert service it provides before he agreed to proceed. The investigator also said the CreditExpert service is a self managed product and that they didn't think Experian needed to send reminders to members who were free to cancel at any time. The investigator didn't uphold Mr M's complaint.

Mr M asked to appeal and said Experian had failed to send him any emails advising the service was still active despite not using it. As Mr M asked to appeal, his 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.

As a starting point, I've looked at the information Experian gave Mr M before he agreed to proceed with the CreditExpert service it provides. Experian has provided copies of its terms and conditions that Mr M had to accept before his membership became active. The terms say:

“Authorisation for recurring payments - when you purchase our Services on a subscription basis (e.g.: a monthly service) you're giving us a continuing authority to take the subscription payments from the payment method you have chosen at the recurring intervals you have agreed to until either you or we end that Service.

Trials – If you sign up to a paid for Service on a trial period, you may need to cancel it by the end of the trial period to avoid incurring any further charges. If you sign up for a subscription service and you do not cancel it by the end of the trial period, your access to the subscription service may continue and where so, you may be charged at the end of the trial period.”

As noted above, Experian's terms gave it permission to take monthly subscriptions on a recurring basis. The terms also explained Mr M was free to cancel his membership during the trial period in order to avoid any charges. So I'm satisfied Experian fairly applied the terms of its service by providing a 30 day free trial and then charging him £14.99 after it ended.

I understand Mr M's view is that Experian should have contacted him directly to remind him he was still paying for its services. Mr M's pointed out that he didn't access the CreditExpert service after the free trial ended. But there's nothing in the terms and conditions Experian asked Mr M to accept that says it will contact him directly about to remind him about the CreditExpert service. And I think it's fair to note Mr M could've accessed his Experian profile at any time to cancel his membership and stop the subscription charge. I think our investigator also makes a reasonable point when they say Mr M's bank account would've shown a monthly subscription fee of £14.99 a month.

I'm sorry to disappoint Mr M but I haven't been persuaded that Experian failed to make the nature of its subscription fee clear when he signed up. And I haven't seen any evidence that shows Experian has unfairly applied the subscription charges or that it failed to act in line with the terms and conditions Mr M accepted. As I haven't been persuaded that Experian made a mistake or treated Mr M unfairly, I'm not going to tell it to refund the payments he's made.

I can see that Experian cancelled the subscription and paid Mr M £50 as a gesture of goodwill when responding to his complaint. In my view, Experian dealt with Mr M's complaint fairly and has already agreed a settlement that is fair and reasonable in all the circumstances. As a result, I'm not telling Experian to take any further action.

My final decision

My decision is that I don't uphold Mr M's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 December 2024.

Marco Manente
Ombudsman