

The complaint

Mr F complains that ONMO Limited doesn't have adequate systems in place to allow contact and so he couldn't change his payment date which resulted in him incurring fees. He says the complaint raised wasn't correctly recorded and even though he asked for his payment date to be changed this didn't happen. He wants the fees he has incurred refunded.

What happened

In September 2023, Mr F changed jobs and his pay date changed. He tried to contact Onmo to get his payment date changed as he knew this would be an issue and he would incur fees. He says that Onmo's phone lines, instant messaging service and messaging service on the app weren't manned. When he was put in a queue on the instant messaging service he got disconnected. He said he wasn't aware of the email service but when he did send an email asking for the fees to be waived this was refused and when he raised a complaint the information about this wasn't recorded accurately. Mr F says he continues to incur fees and he wants these refunded.

Onmo issued a final response noting the issue complained about as being the fees applied to Mr F's account and his inability to get through to Onmo to make his payments. Onmo acknowledged that its phone lines and live chat messages had been unavailable for a period of time and apologised for this. But it said it was possible to contact it by email and by offline messages through the app. It said the fees had been applied for payments not being made and for Mr F being over his agreed credit limit and it didn't agree that Mr F had been prevented from making payments due to the issues he explained in contacting Onmo.

Mr F wasn't satisfied with Onmo's response and referred his complaint to this service. He said his complaint hadn't been correctly responded to as he had complained about not being able to change his payment date.

Our investigator didn't uphold this complaint. She said that Onmo had acknowledged its phone lines were down between 30 November and 4 December 2023 and had shown the phone lines were fully operational from 13 December 2023. She noted that Onmo were contactable during this period by email and offline through the app. She said that Mr F didn't pay his October, November, December 2023 and January 2024 payments until 26 January 2024 and as the option to make payments was always available, she thought the charges had been applied correctly. She noted Mr F's comments about his complaint being about the payment date but said that as this wasn't the complaint investigated by Onmo he would need to raise this separately.

Mr F didn't agree with our investigator's view. He said he had spent months trying to get through to Onmo without success and there was nothing on the Onmo app that said to make contact by email, and he only discovered this after searching the internet. He said he had refused to make the payment for a fee that was applied unfairly. And said that as he didn't have the money available on the date the payment was set up for, even if he had made the payment, he would still have incurred the fee. Mr F said he had received an email from Onmo refusing to change his payment date even though this was causing him financial hardship and then on a call was told that Onmo's system didn't allow for payment date

changes.

My provisional conclusions

I issued a provisional decision on this complaint, the content of which is set out below.

I understand why Mr F is upset that charges have been applied to his account and that he feels these should be waived due to the issues he had in contacting Onmo. But for me to uphold this complaint I would need to be satisfied that Onmo had applied the charges incorrectly or unfairly, or that it had treated him unfairly in some other way.

Mr F has said that his complaint wasn't correctly recorded and responded to by Onmo. I have looked at the email Mr F sent in December 2023 when he asked for a complaint to be raised. In this he says that late payment fees have been applied to his account because he wasn't able to contact Onmo. He then says that he needed to change his payment date, but I accept that the complaint raised was about not being able to make contact, and it is this complaint that Onmo responded to in its final response. Mr F has said that he has now been told that the payment date on his account can't be changed. If he wishes to raise a complaint about this he will need to first raise this with Onmo and then, if he isn't satisfied with the outcome, he will have the option to refer the complaint to this service within the required timeframe.

Mr F has said he wasn't able to contact Onmo for an extended period by phone or through the instant messaging service and messaging service on the app. He has provided screenshots of his phone records showing that he attempted calls on 11 September, 15 October, 14 November and 4 December 2023. He has said during this period he also tried the live chat but waited in queues for long periods and the chat then ended. Onmo has acknowledged that the phone lines were down between 30 November and 4 December 2023 and that there were also issues with the live chat message service at that time. However, noting the evidence Mr F has provided it appears the issues he experienced spanned a much longer period than Onmo has acknowledged problems for. I do not have information to explain why Mr F wasn't able to get through to Onmo in September, October and November 2023 but I accept this would have caused him inconvenience and frustration.

While Mr F wasn't able to make contact with Onmo by phone, he would have been able to contact it by email. I note Mr F has said that he wasn't aware he had the email option but this is set out on Onmo's website so I think this information was available to him. And he did then email Onmo on 4 December 2023.

Mr F has said that the fees have been applied unfairly. I appreciate his concern, but the fees have been applied for over limit charges and late payments. Having looked through Mr F's payment record, he made a payment in August 2023 and the next payment wasn't made until January 2024. There is nothing to suggest that Mr F wasn't able to access his account to make the payments. I appreciate that Mr F wanted to discuss his payment date with Onmo but this didn't mean that he wasn't required to make his payments during that period. Given this I do not find I can say that the fees have been applied to Mr F's account incorrectly or unfairly.

That said, I do acknowledge that Mr F was caused inconvenience by not being able to get through to Onmo by phone and experiencing issues with the live chat (part of which has been explained as a fault with Onmo's phone lines and part hasn't been explained). Because of this I do not find that Mr F was provided with the service he should have been and, had contact been successful when Mr F first attempted contact in September, then it is possible that this issue could have been resolved much sooner. But when considering compensation for the inconvenience caused, I also acknowledge that Mr F could have made contact by email and while he might not have been aware of this the information was available on the

website. Taking this all into account, I think it fair that Mr F is compensated £50 for the inconvenience he was caused by the issues with making contact with Onmo between September and December 2023.

Neither party responded to my provisional 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 no new information was provided in response to my provisional decision, my conclusion hasn't changed. As I set out in my provisional decision, while I do not find I can say the charges have been applied incorrectly or unfairly to Mr F's account, I do not find he was provided with the service he should have been. Mr F was caused inconvenience by not being able to contact Onmo by phone and live chat and had he been able to do so it is possible his concerns could have been dealt with sooner. Because of this I find that he should be paid £50 compensation.

Putting things right

ONMO Limited should pay Mr F £50 for not providing him with the service it should have.

My final decision

My final decision is that ONMO Limited should take the action set out above in resolution of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 June 2024.

Jane Archer
Ombudsman