

The complaint

Mr W complains that NCO Europe Limited sent him a rude and threatening text message after they failed to take a monthly payment from him.

What happened

Mr W has a credit card account that NCO Europe Limited (NCO) administer on behalf of the lender. He has an arrangement to make payments of £50 each month, this is usually collected as a debit card transaction.

In early February there was a problem with the payment and Mr W reset the arrangement through NCO's online portal.

Mr W's complaint centres around the payment that was to follow this on 20 February 2025, which wasn't successful and the text message he received from NCO following this.

Mr W says the text message NCO sent was rude and threatening in it tone. And after doing some further investigation with his bank he thinks NCO never attempted to collect the payment in the first place.

NCO didn't uphold his complaint and so he referred it to our service. Our investigator explained NCO had provided evidence to show the payment attempt had been made and rejected. They also didn't think NCO's communication had been threatening or rude.

Mr W disagreed and said he doesn't thin NCO have treated him fairly, so the matter has been passed to me to decide.

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 realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. If I've not reflected something that's been said in this decision, it's not because I didn't see it, it's because I didn't deem it relevant to the crux of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is.

Before I go into my findings, I would like to set out how a card payment works, my intention is not to be condescending but to make it clear what each step of the process is.

When a business, in this case NCO attempt to take a card payment, they pass the details though an intermediary to the customer's bank. The intermediary is normally the payment network associated with the debit card – this is usually identified by their symbol or logo appearing on the card itself. The intermediary the acts as the go between for the two businesses. Passing the request from NCO to Mr W's bank and passing any authorisation or declinature back in the other direction. The movement of this information is done online and

is sometimes referred to as the gateway.

Mr W has provided evidence from his bank saying they couldn't see that any transaction had been made to them by NCO on the day the payment was due to be made. Based on this I totally understand why he feels NCO didn't attempt to take the payment and see why he feels this evidence is so important to his complaint.

NCO has provided a screenshot of their system showing the payment request was carried out at 05:10 on 20 February but was rejected – the reason noted is rejected by the gateway.

I find the screenshot provided to be persuasive evidence that the attempt was made to take the payment, as it is of the time and not something that has been added to a system retrospectively. That's not to say Mr W's evidence isn't also correct as it's possible – given the failure reason noted - something went wrong at the intermediary stage of the transaction. My role here is to only decide if NCO did what it should have in regard to attempting to collect the payment and weighing everything up, I'm satisfied they did.

Moving on to the communication from NCO about the failed payment, I can see from the system notes there was an email sent to Mr W but I haven't been able to find that text message was sent to him at this time. Mr W says he no longer has a copy of the text message he found to be rude. NCO provided a copy of the email but Mr W agrees that wasn't rude or threatening so I haven't considered this further.

However, I have identified a text message that was sent to him earlier in February 2025 when the first payment failed so I have considered the content of this in case Mr W has confused the occasions. The content of the message is:

This message is from NCO on behalf of [...]. We have not received your payment as agreed. Please contact us on [...] quoting reference [...] to discuss your arrangement. You can also log into our website at [...] to review, update and manage your account. Thanks.

(I have redacted identifying information from the body of the text for the purposes of this decision).

This is the only text message that is recorded on NCO's system as being sent following failure of a payment. I don't find this to be rude or threatening in content or tone. It may be that Mr W doesn't think this is the message he received but without him being able to show anything different, I'm unable to uphold this point.

Bringing everything together I'm satisfied that NCO did attempt to collect the payment and have treated him fairly in their communications with him. It follows I won't be asking them to do anything differently here.

My final decision

For the reasons set out below, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 October 2025.

Amber Mortimer
Ombudsman