

THE COMPLAINT

Miss J complains about ONMO Limited (“ONMO”) providing her account number and sort code with another bank to a third party organisation.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

In or around December 2023, OMNO provided the debt charity, StepChange, with Miss J’s Barclays account number and sort code. This was done in error, as OMNO was meant to provide its own bank account details to StepChange, rather than Miss J’s. From 2 January to 15 August 2024, StepChange credited Miss J’s Barclays account on several occasions. Those credits amounted to £23,324.21 in total (the “Money”).

Upon discovering this, Barclays took £11,100 from Miss J’s Barclays account and closed it, as well as closing her other accounts. OMNO is now pursuing Miss J for the remaining Money (£12,224.21). Miss J argues that OMNO’s actions amount to a data breach. She also says OMNO’s actions have caused her much emotional and psychological distress.

Consequently, Miss J raised a complaint which she also referred to our Service. One of our investigators considered the complaint and upheld it in part – concluding that OMNO’s compensation offer of £350 for distress and inconvenience caused was fair. OMNO accepted this, but Miss J did not.

As Miss J did not accept the investigator’s findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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.

Having done so, I find that the investigator at first instance was right to reach the conclusion she did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Key findings

- ONMO is at fault for providing Miss J’s Barclays account number and sort code to

StepChange. Had it not been for this error, the matter complained of would not have occurred. However, I am satisfied that Miss J's actions materially contributed to ONMO's negligence.

- By way of telephone call on 8 February 2024, Miss J questioned a Barclays agent about where the Money had come from. She said she wanted to check this because she was expecting money from "... *a bank that owes me money, so from a credit card company [ONMO] basically ... there are kinda like a few channels that I am expecting money from, but the one that kinda sprang to mind was the bank.*"
- The Barclays agent said the Money, based on her research, likely came from StepChange.
- When the agent asked if Miss J had been dealing with StepChange, Miss J responded, "*They are maybe affiliated with the organisation I've been dealing with, I'll have to check ... I just wanted to, to confirm, so that gives me an idea, so then I can kinda just look and speak to the people, that I have been speaking to just to confirm ... anyway thank you for that, it gives me an idea, so I can just like look at the organisations I've been speaking to, to see if they are affiliated with these guys.*"
- Miss J did not take any steps after her call with Barclays to find out the source of the Money.
- StepChange continued to credit Miss J's account at a high frequency. This continued until Barclays froze Miss J's accounts on 15 August 2024.
- This means that for about six months after Miss J's telephone call with Barclays on 8 February 2024, she did not attempt to find out where the Money was coming from – despite telling Barclays she would.
- I would have expected a reasonable person in Miss J's circumstances to have taken steps to enquire about random credits made to their bank account (at the time of call there were around 39 credits). Had Miss J done this on or around 8 February 2024 – when she says she first became aware of the Money – Miss J would have been able to nip this matter in the bud much sooner; therefore, she could have potentially prevented a large part of what she says she has experienced because of the Money.

In summary, I accept that ONMO is to blame in this case. That is, but for ONMO's failure the matter complained of would never have occurred. However, I find that Miss J is also to blame for not taking reasonable steps to establish the source of the Money at the time and acting accordingly. Miss J's omissions materially contributed to ONMO's negligence.

Other points

- As the investigator explained in her findings, our Service does not have the jurisdiction to consider anything regarding the recovery of the Money in this matter. This is because, in short, this complaint is against OMNO, but the Money was credited to Miss J's Barclays account.
- It follows from the above that I cannot comment on any repayment plan between Miss J and ONMO.
- I am not persuaded that ONMO providing StepChange with Miss J's Barclays account number and sort code amount to a data breach – much for the same reasons outlined by the investigator. This position is supported by the Information

Commissioner's Office, which has already been communicated to Miss J.

- I have not found any significant failings around the customer service ONMO provided Miss J in relation to this matter.

PUTTING THINGS RIGHT

I have carefully considered the distress Miss J says ONMO's actions have caused her, and I have looked at the corresponding material she has provided. Having done so, I find that ONMO's offer of £350 is fair and reasonable in the circumstances – particularly when I weigh up the failures of both ONMO and Miss J.

The £350 should be paid to Miss J directly. It should not be used to offset the amount ONMO is choosing to pursue Miss J for unless she otherwise agrees.

MY FINAL DECISION

For the reasons set out above, my final decision is that I uphold this complaint in part. Therefore, I direct ONMO Limited to pay Miss J:

- £350 (this amount should not be used to offset the amount ONMO Limited is choosing to pursue Miss J for unless she otherwise agrees).

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 20 November 2025.

Tony Massiah
Ombudsman