

The complaint

Miss H is unhappy that ONMO Limited sent her a text message stating that she hadn't made the required payment to her account for that month when she already had done.

What happened

Miss H received a text message from ONMO which said that she hadn't made her contractually required payment for that month. But Miss H had already made payments to her account that month that totaled more than her minimum payment amount.

Miss H was concerned by the text message that she'd received and she called ONMO and asked to raise a complaint about it. ONMO were already considering a complaint that Miss H had made about a similar text message sent in an earlier month, for which they paid £30 compensation to Miss H, and ONMO felt that £30 compensation was sufficient to account for the repeat occurrence of the error as well. Miss H wasn't satisfied with ONMO's response, so she referred her complaint to this service.

One of our investigators looked at this complaint. They felt that it had been reasonable for Miss H to have been of the understanding that the technical issue that had caused the text message to be incorrectly sent would have been rectified following the resolution of her earlier complaint. As such, they upheld Miss H's complaint and said that ONMO should pay a further £50 compensation to her for the second complaint. ONMO didn't agree, and so the matter was escalated to an ombudsman for a final 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.

ONMO have said that, given that the second complaint is about the same incorrectly sent text message as the first complaint, that the £30 compensation paid for the first complaint should fairly be considered sufficient for both complaints.

But the £30 that ONMO paid to Miss H was for the first incorrectly sent text message, and was regarding a complaint that didn't include the later text message in its scope. As such, in much the same way as ONMO would charge a late payment fee twice, if an account holder was late on two payments in two separate months, I feel it is fair that the first complaint and the second complaint be considered as two distinct events.

Furthermore, if ONMO hadn't resolved the underlying technical issue which causes the incorrect text messages to be sent or had any doubts that the issue might not be resolved, I would reasonably have expected them to have managed Miss H's expectations and explained that the incorrect text message might be received by her again, before it was received by her again. But ONMO didn't do this, and I don't feel that it was unreasonable for Miss H to have believed the issue had been resolved after her first complaint, such that the reoccurrence of the issue was of concern to her.

Finally, it's notable that when Miss H called to raise her second complaint with ONMO about the reoccurring issue, a second complaint wasn't raised for her by ONMO. And it was only later, when Miss H had brought her continuing concerns to this service, that a second complaint was acknowledged and investigated by ONMO.

In consideration of these points, I'll be upholding this complaint in Miss H's favour and instructing ONMO to pay £50 compensation to her. This compensation is separate from the £30 that Miss H was paid by ONMO for her earlier complaint, given that this complaint is a separate complaint about a later occurrence.

In arriving at this position, I've considered the impact of the reoccurring error on Miss H, including that I feel it was reasonable for Miss H to have expected the underlying issue to have been resolved and that ONMO initially failed to raise a second complaint for her when she brought the matter to their attention. I've also considered the general framework this service uses when assessing compensation amounts, details of which are available on this service's website. And having done so, I feel that £50 is a fair compensation amount.

Putting things right

ONMO must pay £50 to Miss H

My final decision

My final decision is that I uphold this complaint against ONMO Limited on the basis explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 6 October 2025.

Paul Cooper
Ombudsman