

The complaint

Miss K's complaint is that Omni Capital Retail Finance Limited ('Omni') unfairly reported missed payments and arrears on her account.

What happened

In July 2022, Miss K entered into a fixed sum loan agreement with Omni for £3,333. Under the agreement she was required to make 36 monthly repayments of £106.75. However, on 24 January 2023, Miss K called Omni to say she was experiencing financial difficulties. It was agreed that the next payment would be deferred until March 2023 and in the meantime, Miss K was to complete an 'Income and Expenditure' ('I&E') form so that a repayment plan could be arranged. Miss K tells us that in October 2023, Omni told her about arrears on her account. When she contacted Omni, it told her that during the call she made in January 2023, its agent had changed her payment method to manual, and the direct debit mandate was cancelled. Omni accepted it should've been clearer about this.

As a way to put things right it removed the interest that had accrued for nine months and also removed the missed payment markers from Miss K's credit file for March and April 2023. However, Omni said that as Miss K had been told about her account status throughout the relevant period, it wouldn't agree to remove any other missed payment markers from her credit file. Miss K referred her complaint to our Service, but our investigator didn't recommend upholding the complaint as they considered Omni had done enough to rectify its initial mistake. Miss K asked for an ombudsman to review her complaint.

I issued a provisional decision saying I wasn't intending to uphold this complaint. Amongst other things, Miss K said she had a disability, and she thought Omni's mistake was in breach of the Equality Act 2010. I issued a second provisional decision addressing further points made by Miss K. Miss K responded maintaining that she didn't receive any correspondence from Omni until October 2023. She also said that she mentioned her disability for context not for a finding on whether Omni had breached the Equality Act 2010. She reiterated that she didn't believe Omni had sent her the April 2023 default letter. She also said the issue wasn't about the attempts to contact her after it cancelled her direct debit – the issue was that by cancelling her direct debit in the first place this led to the negative impact on her credit file. So, she considered Omni should remove any negative information from her credit file as a way to resolve this matter. The matter has been passed back to me 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. I want to also say here that I'm very sorry to hear the impact this issue has had on Miss K's health. I appreciate this has been a very difficult time for her. I want to reassure her that I've reconsidered everything in light of what she has submitted. And I thank her for taking the time to provide her detailed

submissions. However, whilst I've fully considered everything, my decision will focus on the crux of Miss K's complaint. Having reconsidered everything, I remain satisfied that what I've set out below is a fair and reasonable outcome to this case. So, as I set out in my first provisional decision, my reasons for not upholding this complaint are as follows:

There isn't a dispute that Omni could've been clearer about the changes it made to Miss K's account after she called in January 2023. I've listened to this call and can hear the agent said that the payment would be deferred until March 2023 and that in the meantime, Miss K was to complete an I&E form and another call was arranged for the end of February 2023 to discuss a suitable repayment plan. The reason the agent suggested the I&E form was completed at a later date was because Miss K wasn't completely sure about her likely circumstances at the time of the call.

I can see that Omni made several attempts to call Miss K to go through the I&E form so that it could get an understanding of what she could afford to pay. I think it acted fairly in this regard. I also note that when it didn't receive a response from Miss K and/or a payment in March 2023 when the agent said a payment would need to be made, Omni issued a Notice of Sums in Arrears ('notice' or 'NOSIA') to Miss K. I've seen this notice dated 3 April 2023, and this shows Miss K owed just over £213.

In my view, the NOSIA made it reasonably clear that payments had been missed and that contact needed to be made with Omni to arrange repayments. It was only when another notice was sent in October 2023, that Miss K made contact with Omni once again and a payment was then made in November 2023. However, the payments made as of July 2025, haven't been enough to cover the arrears.

I've taken account of what Miss K says about the arrears being due to Omni's error in terms of cancelling the direct debit which she says she didn't agree to. I agree that Omni did make a mistake. However, by removing two missed payment markers and refunding (nine months) interest, overall, I think for its mistake in terms of the direct debit mandate (cancelling it and not making this clear to Miss K over the phone in January 2023), Omni has taken sufficient steps to put things right. This is particularly in light of the fact Miss K was sent a NOSIA in April 2023 and only responded to the second NOSIA which was issued in October 2023.

Miss K was also told over the phone in January 2023 that a payment would need to be made in March 2023. Further, I note that as of July 2025, there are still arrears on the account which began to accrue from early 2023 onwards. So, I can't fairly or reasonably say Omni is at fault for arrears continuing to show on Miss K's credit file that originate from the missed payments from early 2023.

Miss K has told us that she wants to obtain more calls from Omni to show she told it not to cancel the direct debit. But even if I accept this was the case, I consider Omni has fairly and reasonably rectified its mistake. I appreciate that Miss K has been experiencing financial difficulties. However, from what I can see Omni did act fairly and reasonably in terms of how it responded to her request for the repayments to be lowered.

In response to my first provisional decision, Miss K raised several points including that Omni had breached the Equality Act 2010. Further she maintained she only received one communication from Omni in October 2023 about the arrears. But again, my decision hasn't changed for the additional reasons set out in my second provisional decision as follows:

Omni has provided its contact (system) records which, amongst other things, shows all the communications it had with Miss K (or attempts to communicate with her) up to she made contact with it in October 2023. At this point, Miss K says she received the NOSIA (Notice of Sums in Arrears), and she says this is when she first became aware of the arrears. She says

she didn't receive anything before this time and if she had done so the account wouldn't have been in arrears. So, I've reviewed the contact records Omni has provided to us. These records show that:

- Between January and October 2023, Omni's agents tried to contact Miss K on several occasions by phone leaving her voicemail messages.
- Emails were sent to Miss K including on 24 January 2023 from the Omni agent who spoke to Miss K on the phone. The agent said: "As discussed I have attached an Income & Expenditure form for you to complete and return to us via email or post within the next 14-days...This will enable us to offer you an appropriate payment plan to fit your circumstances...Please be aware that any missed payments will affect your credit file."
- On 1 March 2023, a call was made to Miss K by an Omni agent. The record shows this was to discuss the I&E form which was followed by an email on the same day, saying, amongst other things, that: "In the event that we do not receive further contact (30 days from first contact) normal collections activity will commence." After this, several calls were made to Miss K between March and October 2023 with voicemails being left on many of those occasions.
- On 3 April 2023, the contact record shows a note saying: "NOSIA document issued". And I've seen a copy of the NOSIA dated 3 April 2023 which is correctly addressed. Omni confirmed all letters are sent by second class post in line with its standard practice.
- The NOSIA letter sent on 3 April 2023, is similar to the one Miss K says she received from Omni in October 2023.

Taking all the attempts by Omni to contact Miss K after its call with her in January 2023, I'm still satisfied it correctly notified her of the arrears. On balance, I'm satisfied the NOSIA dated 3 April 2023 was sent to - and received at - the correct address. Based on everything I've seen, I can't fairly or reasonably conclude it if Omni's hadn't made its initial error, Miss K's account wouldn't have been in any arrears as she claims. All in all, I think Omni has taken sufficient steps to put its initial error right. So, I won't be asking it to do anything further.

I should also say here that I've noted what Miss K has said about Omni not offering any options to pay off the arrears when she contacted it in October 2023. But looking at how it handled her account when she told it she was in financial difficulties, I think it acted fairly and reasonably here. It did notify Miss K that her account was in arrears on several occasions prior to October 2023. It signposted her to organisations that could help with her with debt advice. Further, Omni agreed to remove some of the missed payments from her credit record and offered to set up an affordable repayment plan on completion of an I&E form. I can't see any persuasive evidence that Omni prevented Miss K from making additional repayments if this was something she wanted to do. All in all, I think in all the circumstances that Omni had shown a reasonable level of forbearance in line with its regulatory duties to do so.

Miss K has said that Omni has breached the Equality Act 2010. She has told us about a disability she has which impacts her ability to process information unless it is explained to her clearly and sufficiently. And as Omni didn't do this during the call in January 2023 she says it has breached the Equality Act 2010. I agree with Miss K that her disability as she has described to us, would meet the definition of a disability under the Equality Act 2010. I've thought about this point carefully and I've taken this into account because it's relevant law. But my remit is to decide cases on a fair and reasonable basis. So, if Miss K wants a decision that Omni has breached or broken the Equality Act 2010, then she'd need to go to court.

I've, however, thought about the points Miss K has raised in relation to why she thinks Omni has broken the Equality Act 2010. She says because of Omni's mistake this caused her

difficulties understanding information she received from the agent during that call when her direct debit was cancelled. However, from looking at the point in time when Miss K raised the dispute with Omni, I've seen no information to evidence that it was aware of any difficulties she had in this regard. She has said herself that she didn't raise this with Omni at any point and it was only in response to my first provisional decision that she raised it as an issue.

I understand why Miss K may not have felt it was relevant to raise this to Omni directly. But Omni for its part has said that it would've tried to help Miss K if she had raised any issues about her disability to it at the time (or now). In any event, as I've said above, Omni looks to have communicated with Miss K about her arrears on several occasions using several different means including by phone, emails and letters. So, in terms of its communications in respect of her arrears, I'm satisfied Omni acted reasonably and fairly here.

As I've said above, Miss K continues to disagree with my findings, but whilst she provided detailed submissions, I can't see that she's added anything substantively new to what she has previously said. I note that she now says she isn't saying that Omni breached the Equality Act. Rather she says she referred to her disability as this adds context to what happened. I want to make it clear that I've fully considered the full context of this case and everything that Miss K has said in response to my provisional decisions. However, for all the above reasons, my findings remain that I'm not going to ask Omni to take any further steps to put things right in this case. I appreciate Miss K will continue to be disappointed by this outcome.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 19 February 2026.

Yolande Mcleod
Ombudsman