

## **The complaint**

Miss B complains that Everyday Lending Limited trading as Everyday Loans contacted her Inappropriately concerning a loan she has with it.

## **What happened**

Miss B has a loan with Everyday. In November 2019 she became homeless and was unable to work. She made contact with a debt charity for help. In early December 2019, she told Everyday about her situation and gave it the reference number the charity had provided. Miss B complains that from January 2020, she received constant phone calls and voicemails and a staff member of Everyday visited her accommodation in February 2020.

Everyday looked into her complaint. It said it had allowed thirty days 'breathing space' to await further contact from Miss B or the debt charity. From 10 January to 7 February 2020 (when it conducted the 'field visit'), Everyday says it called Miss B sixteen times and left eight messages. It said in that time it had called the debt charity, but they'd said Miss B had contacted them for advice only. Everyday didn't uphold Miss B's complaint.

Miss B referred her complaint to us and one of our investigators looked into it. She said she felt it wasn't unfair for Everyday to attempt to contact Miss B or to conduct the field visit when it didn't get a response, but that the number of attempts in one month was excessive. She recommended Everyday should pay Miss B £100 to recognise the trouble and upset the repeated contact would've caused her.

We've not heard from Miss B regarding the investigator's proposal, but Everyday has rejected it. It said its contact had been in line with guidance issued to lenders. As there was no agreement, Miss B's complaint has been referred to me for a 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.

Having done so, I disagree with our investigator and don't think Miss B's complaint should be upheld. I issued my provisional decision saying:

*"There's no dispute here that Miss B owed Everyday money under the loan agreement she had with it. She'd received the money it had lent, and has had the benefit of it, so it's only fair that she repay it. But this complaint is about what happened when she became homeless and unemployed; Miss B feels Everyday treated her unreasonably by contacting her so often and visiting her in person when she'd been in touch with a debt charity.*

*The rules lenders must follow are set out by the industry regulator, the Financial Conduct Authority, in its Consumer Credit Sourcebook (CONC). At the time Miss B first told Everyday of her situation, under the heading "Forbearance and due consideration", CONC 7.3.11 said*

*“A firm must suspend the active pursuit of recovery of a debt from a customer for a reasonable period where the customer informs the firm that a debt counsellor or another person acting on the customer's behalf or the customer is developing a repayment plan.”*

*CONC 7.3.12 said “A “reasonable period”...should generally be for thirty days where there is evidence of a genuine intention to develop a plan and the firm should consider extending the period for a further thirty days where there is reasonable evidence demonstrating progress to agreeing a plan.”*

*Everyday granted breathing space of thirty days – in other words, it didn't contact Miss B about her loan in that time. After that time had elapsed, I can see from the notes provided that it contacted the debt charity on 9 January 2020. The notes say that the debt charity said they'd provided advice only at that stage.*

*On 10 January 2020, Everyday called Miss B, obtained her new address and agreed to call back at the end of the following week to discuss progress. It tried unsuccessfully to call Miss B again on 24 January 2020 and no more than once or twice a day (and not every day) until the field call was conducted on 7 February 2020.*

*Everyday had provided a reasonable period as required and tried to make contact with Miss B to obtain an update. This is in line with its obligations under CONC, and I don't think that's unreasonable given I've already said that it's fair that she repays money she's borrowed.*

*I've thought carefully about the number of times Everyday attempted to contact Miss B in the period leading up to the field visit. I don't think once or twice a day is unreasonable where there has been no successful contact.*

*If Miss B had been able to answer a call, I would have expected Everyday to listen to what she had to say and, in all likelihood, await further contact from the debt charity. But as Miss B didn't take the calls and the debt charity told Everyday they were only providing advice, I don't think it's unreasonable that it kept trying to speak with her. Furthermore, having tried to speak with her but been unsuccessful, I don't think it's unreasonable that Everyday visited her in person.*

*While I empathise with the situation in which Miss B now finds herself, I don't think it was unfair or unreasonable for Everyday to attempt to contact her on a regular basis. It follows that I don't think Everyday has done anything which would lead me to ask it to make a payment to Miss B.”*

Everyday has accepted my provisional decision, but we've not heard from Miss B. In the absence of any further evidence or arguments, I have no reason to reach a conclusion different from that set out above.

I'd encourage Miss B to work with Everyday to try to find a suitable repayment plan, and I remind Everyday of its obligation to treat customers fairly.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 16 February 2022.

Richard Hale  
**Ombudsman**