

Complaint

Miss M has complained about a loan Everyday Lending Limited (trading as “Everyday Loans”) provided to her. She says the loan was unaffordable.

Background

Everyday Loans provided Miss M with a loan for £4,000.00 in July 2019. This loan had an APR of 77.7% and a term of 24 months. This meant that the total amount to be repaid of £6,944.88, including interest, fees and charges of £2,944.88, was due to be repaid in 24 monthly instalments of just under £290.

One of our adjudicators reviewed Miss M’s complaint and she thought Everyday Loans shouldn’t have provided Miss M with her loan. So she thought that Miss M’s complaint should be upheld.

Everyday Loans disagreed so the case was passed to an ombudsman for a final decision.

My findings

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

We’ve explained how we handle complaints about unaffordable and irresponsible lending on our website. And I’ve used this approach to help me decide Miss M’s complaint.

Having carefully considered everything I’ve decided to uphold Miss M’s complaint. I’ll explain why in a little more detail.

Everyday Loans needed to ensure that it didn’t lend irresponsibly. In practice, what this means is Everyday Loans needed to find out enough about Miss M such that it could have a reasonable understanding of whether Miss M could afford to repay any credit it provided.

Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. Generally, we think it’s reasonable for a lender’s checks to be less thorough – in terms of how much information it gathers and what it does to verify it – in the early stages of a lending relationship.

But we might think it needed to do more if, for example, a borrower’s income was low or the amount lent was high. And the longer the lending relationship goes on, the greater the risk of it becoming unsustainable and the borrower experiencing financial difficulty. So we’d expect a lender to be able to show that it didn’t continue to lend to a customer irresponsibly.

The information Everyday Loans has provided suggested that it carried out a credit check and obtained bank statements before this loan was provided. The credit check showed that Miss M was already significantly indebted. And when the payments for this loan were added

to Miss M's existing monthly credit commitments, a significant proportion of her income would go towards credit commitments too.

I also have concerns at some of the transactions on the bank statements Everyday Loans obtained too. And given what was on the statements, I don't think it was reasonable for Everyday Loans to have accepted what Miss M said about her circumstances at face value in these circumstances. I'm also satisfied that the information on Miss M's statements called into question her ability to repay this loan without experiencing significant adverse consequences or borrowing further either.

Overall and having considered everything, I'm persuaded by what Miss M has said about already being in a difficult financial position at the time she took out this loan. And while it's possible Miss M's indebtedness reflected her choices rather than financial difficulty, I'd add that my experience of these types of cases suggest this is unlikely, in the absence of any reasonable or plausible arguments from Everyday Loans, I've been persuaded to accept Miss M's version of events.

As this is the case, I do think that Miss M's existing financial position meant that she was unlikely to be able to afford the payments to this loan, without undue difficulty or borrowing further. And I'm satisfied that reasonable enquiries into Miss M's circumstances would more like than not have shown Everyday Loans that it shouldn't have provided this loan to her. As Everyday Loans provided Miss M with this loan, notwithstanding this, I'm satisfied it failed to act fairly and reasonably towards her.

Miss M ended up paying interest, fees and charges on a loan she shouldn't have been provided with. So I'm satisfied that Miss M lost out because of what Everyday Loans did wrong and that it should put things right.

Fair compensation – what Everyday Loans needs to do to put things right for Miss M

Having thought about everything, Everyday Loans should put things right for Miss M by:

- refunding all interest, fees and charges Miss M paid on her loan;
- adding interest at 8% per year simple on any refunded payments from the date they were made by Miss M to the date of settlement†;
- removing all adverse information it recorded on Miss M's credit file, if it remains, as a result of this loan.

† HM Revenue & Customs requires Everyday Loans to take off tax from this interest. Everyday Loans must give Miss M a certificate showing how much tax it has taken off if she asks for one.

My final decision

For the reasons I've explained, I'm upholding Miss M's complaint. Everyday Lending Limited should put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 17 March 2023.

Jeshen Narayanan
Ombudsman