

The complaint

Miss C complains that Everyday Lending Limited trading as Evlo (Everyday Lending) lent £5,000 to her on 30 August 2024 when she could not afford to repay it sustainably. Miss C says that the interest rate is exponentially high. Miss C complains that she was denied a 'breathing space' period in April 2025. Miss C more recently has complained about the contact between her and Everyday Lending.

What happened

The £5,000 was to repay other debts, purchase an item and it was due to be repaid over 36 months at just over £429 a month. The total to repay was £15,445.44. As at June 2025 Miss C had repaid £3,003.28. No payments have been received since April 2025. Recently we have been informed that the loan was defaulted in November 2025 after the Notice of Default (NOD) sent on 20 October 2025 asked for the arrears of £2,574.24 to be paid by a specified date in November 2025.

On 28 April 2025 Everyday Lending had sent her a settlement quote at Miss C's request. That was valid until 26 May 2025. In early May 2025 Miss C made a formal complaint about irresponsible lending and the failure to apply a formal 60 day Breathing Space.

After Miss C had complained to Everyday Lending and received its final response letter (FRL) in early June 2025, the complaint was referred to the Financial Ombudsman Service. One of our investigators looked at it twice and both times did not think that Everyday Lending needed to do anything to put things right.

The unresolved complaint was passed to me to decide.

Additional complaint points surrounding contact between Miss C and Everyday Lending were raised by Miss C on 13 October 2025. I asked Everyday Lending about this. It has issued a separate letter about those issues raised in October 2025. I have reviewed it. The points seem to have been resolved and an apology included in its email to her of 11 November 2025. I have included Miss C's concerns in this decision where relevant.

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.

We've set out our general approach to complaints about unaffordable/irresponsible lending - including all the relevant rules, guidance, and good industry practice - on our website.

Considering the relevant rules, guidance, and good industry practice, I think the questions I need to consider in deciding what's fair and reasonable in the circumstances of this complaint are:

- Did Everyday Lending complete reasonable and proportionate checks to satisfy itself that Miss C would be able to repay in a sustainable way?
- If not, would those checks have shown that Miss C would have been able to do so?

So Everyday Lending had to think about whether repaying the loan would be sustainable. In practice this meant that the business had to ensure that making the repayments on the loan wouldn't cause Miss C undue difficulty or significant adverse consequences. That means she should have been able to meet repayments out of normal income without having to borrow to meet the repayments, without failing to make any other payment she had a contractual or statutory obligation to make and without the repayments having a significant adverse impact on her financial situation.

In other words, it wasn't enough for Everyday Lending to simply think about the likelihood of it getting its money back, it had to consider the impact of the loan repayments on Miss C. Checks also had to be "proportionate" to the specific circumstances of the loan application.

In general, what constitutes a proportionate affordability check will be dependent upon several factors including – but not limited to – the circumstances of the consumer (e.g. their financial history, current situation and outlook, and any indications of vulnerability or financial difficulty) and the amount/type/cost of credit they are seeking. Even for the same customer, a proportionate check could look different for different applications.

Miss C has raised an issue about her income. Everyday Lending obtained a copy of Miss C's signed employment contract for a job that she had just started on 3 July 2024. Miss C says that it ought not to have assessed her relying on potential future income. But in fact, Everyday Lending can do that. And having obtained concrete evidence of her employment status and assurances from Miss C that this was going to be her salary going forward then I consider that was a proportionate and reasonable check. Plus, I have listened to the recorded call between Miss C and the Everyday Lending representative and she informed it that she commenced that job on 3 July 2024.

Everyday Lending calculated that Miss C was earning around £3,700 a month after tax.

Everyday Lending had lent to Miss C before and she has accepted that she repaid that in full and without issue. Good repayment history is a relevant and justified element to factor in when complying with the regulatory requirements for a new loan.

As for Miss C's outgoings, it obtained copies of bank statements and it obtained visual access to several other accounts held by her or jointly with another. It obtained a copy of Miss C's Assured Shorthold Tenancy agreement (with one other person) dated March 2024 and due to end on 27 September 2024. It knew that she was going to be moving back to her parents' house in October 2024 and that the rent obligation would cease but still it included her half of the rental cost at £975 plus other bills to cover the financial circumstances current at the time of Miss C's application.

It calculated that her disposable income after deducting the outgoings and accounting for her credit commitments was enough to cover the loan monthly repayments. The credit search it had carried out demonstrated that she had relatively little open at the time and had trouble making repayments in the past but not recently. Two defaults had been registered in April 2022 and November 2022 but Everyday Lending is a lender where adverse credit history is not necessarily a bar to considering Miss C's application for funds. I consider that it approached Miss C's financial position correctly and fairly.

Miss C made it clear on the recorded calls before the loan was approved and in writing after the loan that she was due to inherit some money and planned to repay it early.

Overall, I conclude from the evidence presented including copy bank account statements obtained before the loan was approved, very detailed notes made during the face to face appointment in branch and having listened to several recorded calls before the loan was approved that Everyday Lending carried out proportionate checks.

I do not uphold the complaint about the lending.

Employment

Miss C has raised an issue surrounding her employment. Miss C has said that she never took up that employment. Before the loan was approved this was never mentioned to Everyday Lending. It was a matter for Miss C as to how her employment proceeded.

Plus, if she had decided to not proceed with the employment soon after Miss C had signed the loan agreement and drawn down the funds then it was open for her to withdraw or cancel within a set time period. But Miss C did not do that.

Everyday Lending did not do anything wrong in relation to this part of Miss C's application for credit.

High interest

Miss C has complained that the interest was very high and seeks to repay the loan but at a better rate. This is beyond the remit of the Financial Ombudsman Service to effectively renegotiate a credit agreement.

I've reviewed the documents and its clearly set out as to exactly what the loan was, the cost of the credit, the total to pay and the monthly repayments. And I know that this would have been explained to her in person in branch. Miss C has initialled a series of boxes to indicate that these points were discussed with her. So, I do not uphold Miss C's complaint surrounding this.

Early settlement

Miss C asked for early settlement figures more than once. The most recent in late April 2025 – here is what Everyday Lending has explained:

At the stage this settlement figure was generated, you had made payments totalling £3,003.28. If you had chosen to settle your loan early using this settlement figure then you would have repaid a total of £8,905.76 which represented a saving of £6,539.68 on the total repayable amount of your loan agreement.

This early settlement quote expired on 26 May 2025 so if you wish to settle your loan early in the future you will need to request a new quote.

Miss C is not satisfied with the figures. She wants the settlement figure to be less than it is.

I can't add more than what Everyday Lending has stated. It's not for the Financial Ombudsman Service to expect Everyday Lending to present a figure to Miss C that is contrary to the regulations surrounding early settlement.

Breathing space

In late April 2025 Miss C asked for a 60 day formal Breathing Space (Debt Respite Scheme) due to having financial difficulties. On 28 April 2025 Everyday Lending responded and said it could not do that directly – she needed to have gone through a professional debt adviser. It was correct on that.

Everyday Lending repeatedly tried to call her to discuss the way forward. This would have been to comply with its requirements to offer her forbearance and fair treatment towards the debt. And it had asked her to complete a full Income and Expenditure (I&E) document with it but Miss C had failed to do that. It warned Miss C that interest accrued daily. Recently I asked Everyday Lending whether it ever received an I&E from Miss C and it confirmed it had not.

So, I do not uphold Miss C's complaint about Everyday Lending's failure to engage in relation to the Debt Respite Scheme. And I consider that it had tried to get to a point where a repayment plan could be agreed but Miss C did not agree to anything. So, I can't fairly say it did anything wrong in relation to not offering her a 30 day forbearance period of its own.

Treating her fairly since April 2025

A fresh complaint has been raised on 13 October 2025 surrounding Miss C's disappointment that the Everyday Lending branch continue to try to contact her despite, she says, having an agreement with Everyday Lending for it to contact her only by email. I have seen correspondence that it did agree to that early on in the complaint process.

The 13 October 2025 complaint has been answered by Everyday Lending (as recently as November 2025) and appears to have supplied Miss C with the response she wanted. But it does not appear to have been with a formal FRL. I checked this with Everyday Lending recently.

The answer to it appears to have provided Miss C with the reply she wanted which was that all personal visits were cancelled and would cease and interaction would continue by email during the time the complaint(s) was/were with the Financial Ombudsman. Miss C wants those points to be dealt with as part of this one. But Miss C seems to have reacted to the 11 November 2025 email (October complaint response email) with acceptance of it. And so, it seems it has been resolved.

Following Miss C's 6 May 2025 complaint, I have reviewed the account notes we have and as Miss C has not engaged with Everyday Lending about a payment plan and has not completed an I&E, but at the same time has ceased to make the monthly repayments then I can't reasonably conclude that Everyday Lending has done anything wrong. I have reviewed the FCA CONC chapters on treating the customer fairly and with forbearance. But it all includes the element of engagement by the customer and here Miss C did need to show

- That she could not afford the repayments and
- For a repayment plan to be in place then she'd need to have produced evidence to Everyday Lending that she could afford one and afford it sustainably
- And she had a clear intention to enter some sort of debt repayment plan whether through Everyday Lending or through a debt adviser.

Miss C could have continued to make payments to the account even if they were smaller than the scheduled ones. Everyday Lending would have accepted those. But it appears she has not.

For its own purposes to achieve a measure of forbearance for Miss C, meaning that despite not having a formal Debt Respite Scheme in place for her (as she needed to do that through a professional debt adviser), Everyday Lending outlined organisations to which Miss C could go to seek help. It outlined that it wished to assist and offer forbearance but needed information from her, and these options and directions were clear in its FRL of 5 June 2025. But my impression is that Miss C simply wanted this complaint dealt with first and wanted to keep Everyday Lending from contacting her in the most direct methods which included telephones and/or visits.

There's no formal 'protection' from being contacted or from the need to make the repayments just because a complaint raised has been referred to the Financial Ombudsman Service. How the debt is handled and the level and manner of contact is a matter for Miss C and Everyday Lending to have arranged.

But the delay in engaging with Everyday Lending has led to arrears and ultimately has led to a default being applied in November 2025.

Reporting to the credit reference agencies accurately is a requirement for a lender and so I don't consider that Everyday Lending has done anything wrong in respect of the credit file impact.

Looking at all of this, I can see that Miss C has been concerned by Everyday Lending suggesting that it was going to send some representatives to her home to 'reconnect'. But that has been cancelled. In light of the many months of non-payment and the NOD being issued in late October 2025 I cannot say that Everyday Lending has acted incorrectly such

that Miss C ought to receive some compensation. This is a debt due and owing and it is required to offer forbearance but equally Miss C is required to engage to try to resolve the payment issue and arrears as they built up. Having a complaint about the lending decision in August 2024 does not necessarily detract from that.

I've reviewed the CONC chapters to which Miss C refers and others with which Everyday Lending needs to comply but overall I do not consider it has done anything wrong. I do not uphold her complaint about these elements.

Calls to Miss C from Everyday Lending

Miss C has said that she arranged with Everyday Lending to alter her communication preferences to email only. So, she has said that receiving calls from the branch where the loan was finalised has been distressing.

Miss C has kept us up to date with screenshots of calls and messages linked with the calls and I have read them. However, I consider that most of them are simply aimed at encouraging Miss C to contact it to arrange some sort of plan going forward. Especially as Miss C has told Everyday Lending and us that she inherited money in early 2025 and had every intention to use it to repay the loan.

Miss C has described these as 'intrusive' and distressing. Miss C has cited FCA CONC 7.9 and those following it. I have reviewed those paragraphs relating to communication with customers. But I don't consider that the volume or number has amounted to the level of distress where compensation is warranted. Miss C owes Everyday Lending many thousands of pounds. I consider it understandable that it was trying to reach her. And it seems that a communication problem may have led to the branch not fully appreciating that Miss C wanted 'email only' comms. But that's been resolved now.

I do not consider that CONC 7.10 applies as Miss C has suggested.

Overall, I do not uphold the complaint.

My final decision

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 20 January 2026.

Rachael Williams
Ombudsman