

The complaint

Ms M complains Everyday Lending Limited (ELL) lent to her irresponsibly.

What happened

Ms M complains about the loan below:

| Date | Capital | APR | Term | Monthly repayment | Total repayable |
|-------------|---------|--------|-----------|-------------------|-----------------|
| August 2022 | £2,500 | 188.8% | 24 months | £257.82 | £6,187.68 |

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my 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 considered everything, I'm not upholding Ms M's complaint. I'll provide my reasoning below.

We've set out our general approach to complaints about unaffordable or irresponsible lending on our website and I've taken this into account in deciding Ms M's case.

I've decided the loan was provided fairly because:

- Before agreeing to lend, ELL gathered information from credit referencing agencies, reviewed two months of Ms M's payslips, and two months of her current account statements via open banking. They also conducted an interview with Ms M to better understand the purpose of her loan, what was seen on her credit file and bank statements - and ensure what they knew about her income and expenditure was correct. At the end of that interview, Ms M signed documents confirming the information they'd considered was accurate.
- Given the above, I think ELL's checks were reasonable and proportionate given the size of the loan and what they knew about Ms M's financial situation.
- Based on the information ELL gathered and what they knew about Ms M's circumstances, I'm not persuaded there was anything to suggest she was likely to be unable to sustainably repay what she was being lent.
- I say this because the income and expenditure exercise carried out suggested Ms M would have sufficient disposable income to repay the loan. And she signed to agree that their understanding of her income and expenditure was accurate. ELL also relied on a figure from the Office for National Statistics for Ms M's expenditure, which was higher than what they'd originally calculated (including their built-in buffer), after she

explained that was more in line with her true expenditure. I've noted what Ms M has said about ELL not considering her monthly costs towards petrol, but the notes from the interview suggest this was taken into consideration – and the increased expenditure figure does appear to incorporate this cost.

- I don't think ELL acted unfairly in any other way.

This means I don't think ELL did anything wrong when they provided the loan to Ms M.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think ELL lent irresponsibly to Ms M or otherwise treated her unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Ms M hoped for. But for the reasons above, I'm not asking ELL to do anything to put things right.

My final decision

My final decision is that I'm not upholding Ms M's complaint about Everyday Lending Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 14 November 2025.

Sarrah Turay
Ombudsman