

## **The complaint**

Mr P complains that Everyday Lending Limited trading as Evlo (“Evlo”) contacted him by phone at his workplace to chase up a failed direct debit.

## **What happened**

Mr P took out a loan with Evlo in 2023, with the first payment falling on 30 September 2023.

In May 2025, Mr P discussed that he’d started a new job and changed bank and asked to change his payment date. It was agreed to change his payment date to the first of each month, but the adviser explained that if he didn’t make a payment until 1 June 2025, he would have a missed payment reported, as no payment would have been received for May 2025.

Mr P agreed to make a manual payment before the end of May and did so on 30 May 2025. But then his direct debit due at the beginning of June 2025 failed. Evlo have said they made several attempts to contact him about the missed direct debit; I can see seven calls to his mobile phone over a period of a little under two weeks on their contact notes. Having failed to speak to him, on 17 June 2025, they called his work number and were put through to him.

He wasn’t happy about being called at work, saying that he wasn’t behind with the payments and had until the end of the month to make a payment. He also asked about making a complaint about the fact they had called him at work when he wasn’t in arrears.

Evlo answered his complaint with a final response letter (FRL) on 15 July 2025. They didn’t uphold his complaint, saying that as his direct debit had failed, they had tried to contact him multiple times to see if any help was needed or to provide support as needed, and therefore decided to make contact by trying to call his workplace to speak to him. They apologised, recognising that calling his workplace had upset him, but didn’t uphold the complaint.

Unhappy with this, Mr P brought his complaint to our service. An investigator investigated it and upheld it, saying that as he wasn’t in arrears, it wasn’t reasonable to contact him at work to chase the direct debit, and recommended a payment of £200 for the distress and inconvenience caused to Mr P by the call to his workplace.

Evlo accepted this, but Mr P didn’t, asking for an Ombudsman to make a final decision. He said he had nearly lost his job because of this incident and didn’t agree £200 reflected the seriousness of it. He felt they should cancel the loan or at least the interest on it as compensation.

## **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’ve reached the same overall conclusions as the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t

believe it's affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I've reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (if appropriate) what I consider was good industry practice at the time.

We would not consider any actions to change the loan terms or to cancel it as suggested by Mr P as fair compensation, because this was a customer service failing, not something which means the loan terms were in any way wrong. As such, considering distress and inconvenience caused and setting a financial amount for this is the only avenue here to redress the issue.

Having listened to the call in question, I can't agree with Mr P that the call itself would have created the kind of distress and inconvenience he has described, such as almost losing his job. The caller was put through to him without supplying any details of note to the switchboard operator, and Mr P realised who the call was from and what they were calling about immediately. He expressed dissatisfaction at being called at work when he wasn't late in making a payment but then went on to provide security information so he could discuss the matter further with the caller.

The caller was polite and reasonable, so I don't think the call itself caused any unnecessary distress by its content or tone.

If Mr P felt this was not an appropriate conversation for his workplace, I'm satisfied that he could have ended the call at any point by asking to speak to them another time. This would include the option to just not give them his security information, at which point they wouldn't have been able to discuss this any further with him anyway. So, I'm not persuaded that the action of calling him at work has caused the level of distress or inconvenience described by Mr P.

That being said, I agree with the investigator that it was unnecessary to call him at work at this point, when he wasn't technically late with any payments. I can see evidence that they had made numerous attempts to contact him in the previous two weeks, but that doesn't mean that it would be OK to call Mr P unexpectedly at work. Evlo have said they made other attempts to contact him, which I assume were by email or letter as well as the noted calls I can see to his mobile, so I think that would have shown they were trying to ensure he knew they were available if he needed further support, and therefore there wasn't a need to make a call to his workplace.

As such, I am satisfied that £200 fairly reflects the level of distress and inconvenience caused to Mr P by the actions of Evlo in calling him, so I agree with the Investigator here.

### **Putting things right**

I instruct Evlo to pay Mr P £200 for the distress and inconvenience caused to him by calling him at work to chase a payment that wasn't late.

### **My final decision**

I am upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 March 2026.

Paul Cronin  
**Ombudsman**