

The complaint

Ms M complains about a loan that was made to her by Everyday Lending Limited, trading as Everyday Loans. She complains that she wasn't made aware of the interest rate, the loan was unaffordable for her, Everyday Loans didn't take account of her vulnerability and about the way that it has dealt with the loan.

What happened

Ms M entered into a fixed sum loan agreement with Everyday Loans in December 2023 for a loan of £5,010. She agreed to repay the loan by 60 monthly payments of £254.23. Ms M complained to Everyday Loans in December 2024 that she wasn't advised about the interest rate and it hadn't taken her sight problem and dyslexia into account.

It responded to her complaint later that month. It said that it hadn't found any evidence to suggest that she made it aware that she might struggle to understand the information on the credit agreement due to her dyslexia or eyesight but her account had been flagged due to her health conditions. It also provided a detailed description of its conversations with Ms M about the interest rate before she entered into the loan agreement.

Ms M complained to Everyday Loans again in April 2025. She said that it didn't make clear how much it would cost her in total to repay the loan, it didn't take into account that she has learning difficulties and she feels pressurised to make unaffordable payments. She said that she wanted it to write-off the rest of the interest. Everyday Loans responded to her complaint later that month and described the affordability checks that it had completed. It said that it believed the checks were reasonable and proportionate and that the loan was sustainable over the term of the agreement as she had disposable income.

Ms M wasn't satisfied with its response so complained to this service later that month. Her complaint was looked at by one of this service's investigators who, having considered everything, didn't recommend that it should be upheld. She thought that Everyday Loans gathered a reasonable amount of evidence and information from Ms M about her circumstances and ability to repay the loan and that its checks were proportionate. She said that she hadn't seen any reason that Everyday Loans ought to have reasonably discovered that the lending would likely have been unaffordable for Ms M so she wasn't persuaded that it made an unfair lending decision. The investigator explained why Ms M ought to have been aware of the interest rate and said that she couldn't reasonably say that Everyday Loans failed to consider her vulnerabilities and to provide further support and adjustments.

Ms M didn't accept the investigator's recommendation and has provided detailed responses. She says, in summary and amongst other things, that she wasn't aware of the very high interest rate when she took the loan and the interest rate shouldn't be allowed, and Everyday Loans doesn't have an online portal or any digital support and she requests for transparency in communications and reasonable adjustments, compliance and safety procedures and standards when dealing with disabled customers. She says that that she's requested a statement digitally and it sent her a document that she couldn't open or access and she requested a different format but it didn't send it to her.

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.

Ms M applied to Everyday Loans for a £3,000 loan in November 2023 for debt consolidation and she was offered a loan of £5,010 with a monthly payment of £254.23 over 5 years, which she accepted. Everyday Loans says that Ms M confirmed that she was employed and it calculated her average monthly income as £5,433.50 from the bank statements that she'd provided. It says that she was a homeowner and was paying £2,515.68 each month for her mortgage. It says that it conducted a credit search and calculated that Ms M's approximate monthly expenditure would leave her with a monthly disposable income of £353.65, after making the monthly loan repayment, so the loan was sustainable over the term of the agreement.

Everyday Loans was required to make reasonable and proportionate checks to ensure that any loan that was to be made to Ms M was sustainably affordable for her, before lending to her. I consider that the checks that Everyday Loans made gave it a detailed understanding of Ms M's financial situation and that those checks were reasonable and proportionate for a loan of £5,010 over five years with a monthly repayment of £254.23.

Those checks showed that Ms M's housing cost was £2,515.68, her living costs (including a buffer) were £2,055.86, and her monthly payment for her existing credit commitments (after a deduction for consolidation) was £254.08. Ms M's monthly income was £5,433.50 so, after those payments and the monthly loan repayment of £254.23, she would have a disposable income of more than £350. I consider that it was fair and reasonable for Everyday Loans to conclude, on the basis of the reasonable and proportionate checks that it had made, that a loan of £5,010 repayable over five years by monthly repayments of £254.23 was sustainably affordable for Ms M.

Ms M says that she wasn't made aware of the interest rate for the loan. Everyday Loans has provided recordings of its calls with Ms M and says that she was told on a call in December 2023, before the loan was made to her, about the terms of the loan, including the total amount repayable and the interest rate of 55.9%, which was an APR of 72.7%. It says that she said in a call two days later that the APR was very high, and wanted to know if she could settle early, and was advised that she could and would save on the amount of interest being charged.

Everyday Loans says that Ms M was sent the loan agreement and she signed it. The loan agreement clearly sets out the amount of the loan, the interest rate (both as a fixed rate and an APR), the total charge for the loan, the total amount payable and the number and amount of the repayments. The interest rate for the loan was undoubtedly high, but I consider that there's enough evidence to show that Ms M was made aware of the interest rate and other key features of the loan, before the loan was made to her. Ms M set up a direct debit to repay the loan and the loan agreement clearly set out her right to withdraw from the loan.

Ms M says that Everyday Loans didn't take account of her vulnerability, but I've seen no evidence to show that Ms M made Everyday Loans aware of her sight problems and dyslexia until she complained to it in December 2024. I'm not persuaded that Everyday Loans would have known, or ought reasonably to have known, about those concerns in December 2023 when it made the loan to Ms M. I'm not persuaded that there's enough evidence to show Everyday Loans acted incorrectly at that time when it made the loan to her.

Ms M says that Everyday Loans doesn't have an online portal or any digital support and she

requests for transparency in communications and reasonable adjustments, compliance and safety procedures and standards when dealing with disabled customers. She says that she's requested a statement digitally and it sent her a document that she couldn't open or access and she requested a different format but it didn't send it to her.

I can see that Everyday Loans has recorded Ms M's vulnerability on her account and I've listened to Ms M's call with Everyday Loans in October 2025. She asked it for a statement to be sent to her digitally and I can see that it did send a statement to her digitally but she says that she was unable to open it. It's clear that Ms M doesn't consider that Everyday Loans has treated her fairly, but I'm not persuaded that there's enough evidence to show that Everyday Loans has responded to Ms M unfairly or unreasonably or that it hasn't made reasonable adjustments for her.

I've also considered whether Everyday Loans acted unfairly or unreasonably in some other way, including whether its relationship with Ms M might have been unfair under section 140A of the Consumer Credit Act 1974. Having done so, I've not seen anything that makes me think that that was likely to have been the case.

I've carefully considered all that Ms M has said and provided about her complaint, and I appreciate that my decision will be disappointing for her, but I'm not persuaded that there's enough evidence to show that Everyday Loans has acted incorrectly in these circumstances. I find that it wouldn't be fair or reasonable for me to require Everyday Loans to remove the interest from Ms M's loan, to pay her any compensation or to take any other action in response to her complaint.

My final decision

My decision is that I don't uphold Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 1 December 2025.

Jarrold Hastings
Ombudsman