

The complaint

Miss I has complained that Everyday Lending Limited, trading as Evlo, were irresponsible in providing her with three loans, between November 2022 and May 2025.

What happened

Evlo provided Miss I with the following loans:

	Loan amount	Date	Monthly repayments	Term (months)
Loan one	£2,000.00	November 2022	£204.50	18
Loan two	£3,431.90	April 2023	£271.21	24
Loan three	£3,000.00	May 2025	£237.77	24

Miss I says the lending decisions were irresponsible. She says the checks carried out were insufficient and a more thorough check would have revealed that the required repayments were unaffordable.

Evlo reviewed Miss I's complaint and didn't uphold it. Evlo were satisfied that appropriate checks were carried out prior to approving each application. They felt that there was no indication that the repayments were unaffordable.

An investigator then reviewed the merits of Miss I's complaint but didn't think Evlo had done anything wrong.

Miss I disagreed and because an agreement couldn't be reached, she asked for an Ombudsman to review all the facts and decide.

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'm not upholding this complaint. I know this will disappoint Miss I, so I will explain why.

The rules and regulations in place at the time Evlo provided Miss I with the loans required them to conduct reasonable and proportionate assessments of whether she could afford to repay what she owed in a sustainable manner. This is sometimes referred to as an 'affordability assessment' or 'affordability check.'

The checks had to be 'borrower' focused. This means Evlo had to think about whether repaying the credit would cause difficulties or adverse consequences for Miss I. In other words, it wasn't enough for Evlo to consider the likelihood of them getting the funds back – they had to consider the impact of any repayments on Miss I.

Checks also had to be 'proportionate' to the specific circumstances of the lending. In general, what constitutes a proportionate affordability check will be dependent on a number of factors including – but not limited to – the particular circumstances of the consumer (e.g.

their financial history, current situation and outlook, any indications of vulnerability or financial difficulty) and the amount/type/cost of credit they were seeking. I've kept all of this in mind when thinking about whether Evlo did what they needed to before providing the loans.

Evlo used information declared by Miss I in her applications, discussed her income and expenditure with her, and they did credit reference agency (CRA) checks to help them decide whether the loans were affordable for Miss I.

Loan one.

Evlo verified Miss I's net income to be around £3,000 per month and Miss I declared rental commitments of £580 per month.

The CRA information showed minimal existing debt, with no current adverse markers. Three previous defaults were recorded, the most recent being nearly three years before this application.

Evlo calculated living expenses, using data from the Office for National Statistics (ONS). Having done so, they felt that Miss I would be able to afford the repayments for this loan, with a remaining disposable monthly income of over £650.

On this basis, Evlo considered the checks to have been proportionate and approved the loan.

As Miss I's existing debt was minimal, and the prior defaults were nearly three years ago, I don't think Evlo needed to do anything else.

Loan two.

Evlo took a similar approach to that described above. Miss I's verified net monthly income had increased to around £3,300.

Evlo's calculations, as described above, resulted in an estimated remaining disposable monthly income of around £1,000.

Miss I's existing debt was around £1,600 with no additional adverse markers showing on the CRA checks.

With the most recent default being over three years ago, and affordability calculations appearing positive, I think Evlo made a fair decision to lend.

Loan three.

Evlo took a similar approach to that described above and Miss I's net monthly income had increased to around £3,500.

The CRA reports showed no recent missed payments but there had been a new default in July 2023, nearly two years earlier. Miss I's total existing debt was around £10,000, some of which was to be repaid with the proceeds of this loan.

Evlo's calculations estimated a remaining disposable monthly income of around £1,180 having factored in required repayments for the remaining debt.

As part of their assessments throughout this period, Evlo reviewed Miss I's income and expenditure with her, including discussions about the defaults in 2019 and 2023, and Evlo were comfortable with her answers.

In her correspondence with this service, Miss I has been very open about her challenges, including an ADHD diagnosis, and I'd like to thank her for her openness.

Ultimately however, having reviewed all of the information available to Evlo on each occasion, I am comfortable there was nothing yet evident with regards to financial difficulty, that should have prevented them from proceeding with the loans and I don't consider they lent to Miss I irresponsibly.

If Miss I feels she's in financial difficulties then I'd encourage her to speak with Evlo to agree an affordable repayment plan. I remind Evlo of their obligation to treat customers in financial difficulty fairly.

In reaching my conclusions, I've also considered whether the lending relationship between Miss I and Evlo might have been unfair to Miss I under Section 140A of the Consumer Credit Act 1974 ("CCA"). However, for the reasons I've already explained, I'm satisfied that Evlo did not lend irresponsibly when providing Miss I with the loans, or otherwise treated her unfairly in relation to this matter. And I haven't seen anything to suggest that Section 140A of the CCA would, given the facts of this complaint, lead to a different outcome here.

My final decision

It's my final decision that I don't uphold this complaint against Everyday Lending Limited, trading as Evlo, for the reasons explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 10 March 2026.

David Barker
Ombudsman