

## **The complaint**

Mrs D complains that Evergreen Finance London Limited trading as MoneyBoat.co.uk (“MoneyBoat”) provided her with a loan without carrying sufficient affordability checks.

## **What happened**

In April 2025, MoneyBoat advanced one loan of £300. This was to be repaid in five monthly instalments of £96.40 followed by a final instalment of £96.23. Based on the latest statement of account I have, an outstanding balance remains due.

MoneyBoat considered the complaint and concluded it had made a reasonable decision to lend because it had carried out proportionate checks. Mrs D then referred the complaint to the Financial Ombudsman.

The complaint was considered by an Investigator, who didn’t uphold the complaint. Mrs D didn’t agree saying she had a larger amount of debt – around £45,000 which couldn’t be managed with this additional borrowing.

As no agreement could be reached the complaint has been passed to me.

## **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 this type of lending - including all the relevant rules, guidance and good industry practice - on our website.

MoneyBoat had to assess the lending to check if Mrs D could afford to pay back the amount she’d borrowed without undue difficulty. It needed to do this in a way which was proportionate to the circumstances. MoneyBoat’s checks could have taken into account a number of different things, such as how much was being lent, the size of the repayments, and Mrs D’s income and expenditure.

With this in mind, I think in the early stages of a lending relationship, less thorough checks might have been proportionate. But certain factors might suggest MoneyBoat should have done more to establish that any lending was sustainable for Mrs D. These factors include:

- Mrs D having a low income (reflecting that it could be more difficult to make any loan repayments to a given loan amount from a lower level of income);
- The amounts to be repaid being especially high (reflecting that it could be more difficult to meet a higher repayment from a particular level of income);
- Mrs D having a large number of loans and/or having these loans over a long period of time (reflecting the risk that repeated refinancing may signal that the borrowing had become, or was becoming, unsustainable);
- Mrs D coming back for loans shortly after previous borrowing had been repaid (also suggestive of the borrowing becoming unsustainable).

There may even come a point where the lending history and pattern of lending itself clearly demonstrates that the lending was unsustainable for Mrs D. The investigator didn't consider this applied to Mrs D's complaint as there was only one loan and I agree.

MoneyBoat was required to establish whether Mrs D could sustainably repay the loan – not just whether she technically had enough money to make her repayments. Having enough money to make the repayments could of course be an indicator that Mrs D was able to repay her loan sustainably. But it doesn't automatically follow that this is the case.

I've considered all the arguments, evidence and information provided in this context, and thought about what this means for Mrs D's complaint.

Mrs D declared a monthly income of £2,835. But MoneyBoat didn't just accept what Mrs D told it. MoneyBoat went about cross checking this income with a tool provided by a credit reference agency. No adjustments were made to Mrs D's income indicating to MoneyBoat that the amount she declared was likely to be accurate. For a first loan this check into Mrs D's income was proportionate.

MoneyBoat also asked Mrs D a number of questions about her day to day living costs including about her rent, food and transport to name a few. MoneyBoat was told all of her costs came to £1,540 per month.

However, I can see that MoneyBoat again didn't just accept what Mrs D declared, this is because it has evidenced that it increased Mrs D's declared outgoings by a further £719 – taking them to £2,259. This increase was made off the back of the results of the credit search (which I come on to below) and or statistical data that MoneyBoat used to check what Mrs D had told it.

MoneyBoat also carried out a credit search, and I've considered the results it received, and I don't think in this case, given what else MoneyBoat was told that it would've been overly concerned by the information.

MoneyBoat was told that Mrs D didn't have defaults, any types of insolvency such as bankruptcy or County Court Judgements. And as far as I can see there were no records of any missed payments on any of Mrs D's active or closed accounts.

The credit report showed that Mrs D was managing her finances and making her payments as and when they became due. I've thought about what Mrs D has said about her level of debt, which was around £42,000 at the time she applied for the loan. And while the amount of debt is a consideration, I've also placed weight on the fact that this was being paid as expected with no apparent signs of financial difficulties. As such the amount of debt Mrs D hasn't led to a different outcome here.

The credit checks along wouldn't have prompted MoneyBoat to carry out further checks or to have automatically declined the lending this is despite the fact it knew that Mrs D was using – and had been using a number of buy-now-pay later accounts. As I've said these had been well managed and so I don't think MoneyBoat would've been overly concerned for a first loan with monthly repayments under £100.

Overall, it was reasonable for MoneyBoat to have relied on the information Mrs D provided to it and the results of its own checks– which showed she had sufficient disposable income to afford the loan repayments – without the need to verify or cross check beyond what it did. This means I don't think MoneyBoat needed to have reviewed Mrs D's bank statements – in my view doing so would've been disproportionate to the circumstances of the application.

I therefore do not uphold the complaint.

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

An outstanding balance remains due, and I would remind MoneyBoat of its regulatory obligations to treat Mrs D fairly and with forbearance.

### **My final decision**

For the reasons I've explained above, I'm not upholding Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 11 February 2026.

Robert Walker  
**Ombudsman**