

The complaint

Mr G complains that Evergreen Finance London Limited trading as MoneyBoat.co.uk ("MoneyBoat" irresponsibly lent to him.

What happened

MoneyBoat provided Mr G with a short-term loan for **£800 in January 2025**, with a total amount repayable of £1,519.08 over 175 days. Repayments were split into six and were around £253 per month.

Mr G complained to MoneyBoat. I've summarised his complaint as follows:

- The loan was unaffordable, he had over five defaults on his credit file.
- He has tried to cancel the loan.
- He didn't understand the interest as it's applied daily, and he thought APR was applied monthly only.
- He's requested call recordings as a subject access request, but he hasn't received them.
- During these calls, he's been told interest fees can be removed but then this is contradicted by follow up emails.
- MoneyBoat won't stop the interest despite Mr G explaining his conditions and medical problems.
- It takes hours to get through on the phone to MoneyBoat.
- Mr G wasn't contacted by a manager when agreed.
- The situation has made his PTSD worse and has affected his sleep as he's constantly worrying and crying with the fear of not being able to repay this debt.
- To put things right, he wants MoneyBoat to stop charging interest and be more understanding towards his disabilities, trauma and stress. He wants support with repaying and for some fees to be removed, as stated in the calls he had with MoneyBoat.

In its final response, MoneyBoat upheld Mr G's complaint in part. It apologised for a manager calling an incorrect phone number, meaning Mr G didn't receive the call, but didn't uphold any of his other complaint points as it was satisfied it hadn't done anything wrong. Unhappy with the response, Mr G referred his complaint to our service.

Our Investigator didn't uphold this complaint, but Mr G didn't agree.

So, the complaint was passed to me to decide on the matter.

I sent informal emails to both parties, setting out my initial thoughts as follows:

"I'm an Ombudsman here. As I understand it, no agreement has been reached on how to resolve the matter. So, it's been passed to me to decide.

I've spent some time reviewing the submissions, and I wanted to get in touch with both parties – informally at first – to set out my current thoughts and see if a resolution can be

*agreed without the need for a formal final decision. To be clear, what I've set out here isn't a formal decision – but it is my view of matters as an Ombudsman and, in the absence of any further evidence, any formal decision that I did construct would likely follow the same findings. I've set my current position out below, which I'll also send to MoneyBoat, and I'd welcome your comments as soon as possible – by no later than **11 December 2025**.*

Our Investigator didn't uphold Mr G's complaint - and I'm minded to agree. However, I'm mindful Mr G has raised some points which I don't think have been fully addressed. So, I wanted to give him the opportunity to comment before I finalise my decision.

I want to thank Mr G for sharing personal information with us, in particular about his health and disabilities. I've taken this into consideration when deciding his complaint and I've thought carefully about what he's told us.

I've summarised Mr G's complaint as:

- The loan was unaffordable, he had over five defaults on his credit file.*
- He has tried to cancel the loan.*
- He didn't understand the interest as it's applied daily, and he thought APR was applied monthly only.*
- He's requested call recordings as a subject access request, but he hasn't received them.*
- During these calls, he's been told interest fees can be removed but then this is contradicted by follow up emails.*
- MoneyBoat won't stop the interest despite Mr G explaining his conditions and medical problems.*
- It takes hours to get through on the phone to MoneyBoat.*
- Mr G wasn't contacted by a manager when agreed.*
- The situation has made his PTSD worse and has affected his sleep as he's constantly worrying and crying with the fear of not being able to repay this debt.*
- To put things right, he wants MoneyBoat to stop charging interest and be more understanding towards his disabilities, trauma and stress. He wants support with repaying and for some fees to be removed, as stated in the calls he had with MoneyBoat.*

Having reviewed all of the evidence on file, I've responded to some of Mr G's complaint points together, given some are linked or relate to others. I've made clear what I'm considering by using headings.

Mr G says the loan was unaffordable

Whilst Mr G didn't initially raise a complaint about irresponsible lending with MoneyBoat, I can see he has now raised this and MoneyBoat have responded. So, I've considered it as part of this complaint.

MoneyBoat needed to be satisfied Mr G could afford to sustainably repay before agreeing to lend to him. I can see MoneyBoat carried out a credit check and asked him about his income and expenses. I think its checks were proportionate and the lending fair – and I'll explain why.

On the one hand, compared to Mr G's income, I think the monthly loan repayments were relatively high and he did appear to be fairly indebted. He also had adverse information showing on his credit report. And, MoneyBoat relied on some estimations to check affordability.

On the other hand, Mr G had been managing his current credit relatively well and his defaults had happened some time before this lending - and were therefore not likely a reflection of his current situation. Given the nature of this loan, Mr G also wouldn't be indebted for a particularly long time. These loans are designed to be short-term and the very purpose of them is for unexpected circumstances. MoneyBoat had given Mr G the opportunity to disclose his outgoings and it appears he hadn't done so. So, I don't find it unreasonable that it estimated Mr G's outgoings as this showed conservatism – and having considered his monthly credit commitments as well as what he'd likely need for committed living expenses and any unforeseen outgoings, I'm satisfied the checks suggested this lending was affordable.

I therefore don't think it was irresponsible of MoneyBoat to provide this lending to Mr G.

Mr G says he tried to cancel the loan

When Mr G says he tried to cancel the loan, I believe he's referring to his contact with MoneyBoat shortly after taking this loan out. I can see from MoneyBoat's account notes that around 16 January 2025, Mr G discussed with MoneyBoat his right to withdraw. He said he still had the money and requested some interest be removed.

But even if Mr G did exercise his right to withdraw, MoneyBoat are entitled to continue charging interest at the rate set out in the agreement.

So I don't think MoneyBoat have done anything wrong by continuing to charge interest despite Mr G saying he withdrew from the agreement.

Mr G didn't understand the interest was applied daily, he was told interest could be removed, interest hasn't been stopped despite explaining his conditions and medical problems, and Mr G hasn't received the call recordings requested

I'm satisfied the loan agreement makes it clear that interest would be calculated daily. At the top of the second page, a heading with larger font entitled "Rate of interest" says:

"We will charge interest at the rate of 288.35% per annum (fixed), **which will be calculated and applied on a daily basis [my emphasis] on the amount you owe under the agreement."**

So whilst I appreciate Mr G says he didn't realise this, I find that MoneyBoat set out the way it charges interest in a clear and not misleading way at the time of application for this loan. I don't therefore find it's done anything wrong here. I can also see MoneyBoat reinforced how interest was charged during calls with Mr G. Initially, Mr G calls about paying the loan off and MoneyBoat's notes say "Explained we charge interest daily, confirmed the figure..." A manager later confirms interest is charged daily and I heard this when listening to this call. The manager explains the difference between APR and daily interest. It's worth noting that I can also see this isn't the first time Mr G has made a complaint like this to our service – similar to this, Mr G has raised issues of interest being charged daily before – and prior to when this lending took place. So, I think he would have likely understood that interest at least has the potential to be charged daily.

I think Mr G feels interest should have been stopped for two main reasons – firstly, because he'd been granted some "breathing space" on payments towards this loan and secondly because he says he was told interest would be stopped during a call with MoneyBoat.

As a starting point, I don't think MoneyBoat was obliged to stop interest at this point - at least, not according to the terms of Mr G's agreement. This is because it's explained in the agreement, under the heading "Charges", that, in summary, where payments aren't made in

line with the agreement, interest will be charged at the rate of 0.79% per day, but this will be capped once it reaches 100% of the amount of credit being provided.

Although a lender must show “forbearance” or, put simply, treat its customers fairly if they say they’re in financial difficulty or are unable to pay, there are a number of things a lender can do. So, it isn’t a given that interest must be stopped if someone is struggling to pay. From what I’ve seen, Mr G disclosed to MoneyBoat, a few weeks after lending, that he was having some personal issues and wasn’t in work. It seems MoneyBoat agreed a 30-day hold on the account. Its notes also suggest Mr G said he didn’t want to speak about things at that time. Following this, on a different call, Mr G discloses to a manager that he has disabilities, the manager asks if MoneyBoat can do anything to support him with this and he says no.

Following these conversations, I can see from its system notes that MoneyBoat attempted to contact Mr G to find out more about his circumstances and it also provided information about debt management charities. Mr G responded to reiterate his complaint about being given wrong information about the interest charged and requested call recordings. MoneyBoat also appears to have asked Mr G for his income and expenditure and proof of his medical issues – but I can’t see Mr G had sent this.

Overall, whilst I can see Mr G did make MoneyBoat aware that he was having problems paying, he didn’t appear to provide further information about his financial or personal situation. And, I can see MoneyBoat did place holds on the account (meaning it wouldn’t pursue Mr G for payments during that time) as well as providing him with information about where he could seek help from. Taking all of this into account, I think MoneyBoat’s actions went far enough here.

To understand what Mr G was told about stopping the interest, I’ve reviewed the call recordings provided by MoneyBoat as well as its account notes, setting out its contact with Mr G.

Mr G says he was told interest would be capped – and has requested call recordings from MoneyBoat to prove he was told this. Which he’s explained he hasn’t received – and has raised this as a complaint point too.

Whilst our Investigator has said this is a matter for the Information Commissioner’s Office (“ICO”) – and it may well be – it is something I’ve considered here, as it’s so closely linked to Mr G’s complaint about being told interest would be stopped. It appears that’s the reason he wanted the call recordings.

Unfortunately, MoneyBoat hasn’t provided all of the call recordings to our service either. The only calls of note that I’ve been able to listen to, is one with a manager on 23 January 2025 and another where MoneyBoat calls Mr G but he doesn’t discuss anything with it, beyond him saying the loan will likely now form part of a Debt Relief Order. Mr G isn’t told interest would be stopped in either of these calls. It’s disappointing that we haven’t received all of the relevant calls and we haven’t received an explanation for this from MoneyBoat. Given this all happened recently, I would expect MoneyBoat to have these recordings, particularly because it was able to provide other calls.

So, I can understand Mr G’s frustration at not receiving the call recordings – particularly because MoneyBoat appeared to initially say it had sent him those recordings, when in fact, it wasn’t the recordings Mr G had asked for. And Mr G wanted the recordings to prove his point about being told interest would be stopped on the loan. As we also don’t have the call recordings, it isn’t in my power to share these with Mr G. And whilst I accept this issue impacted him, in this instance, I don’t think the impact was such that I’d make a monetary award for what’s happened.

In any event, I'm satisfied, even in the absence of these calls, that I have enough evidence to piece together what likely happened – taking into account Mr G's testimony alongside MoneyBoat's account notes.

Looking at MoneyBoat's system notes, which is a record of its contact with Mr G, I can see he had several discussions about interest, often about it being charged daily, as I've set out above. I can't see from any of these notes that Mr G was told interest would be stopped.

On 16 January 2025, MoneyBoat's notes suggest it reiterated how interest is charged: "...Cx said he though [sic] that the interest was supposed to be applied at the end of the month, was not aware that we charge interest daily and said it was not clear. Cx asked if we can remove the a [sic] bit of an inerest, [sic] still has the money, tried to pay , [sic] but could not, thinks it was banks [sic] fault, as he had sufficient funds, will speak to them too to see why it was blocked. Explained we charge interest daily, confirmed the figure..."

In February 2025, Mr G appears to speak to the same adviser he'd spoken to previously. That note says "Adv interest continues to accrue while on hold, but we can CAP it- cx said was not away [sic] and was told we would refund when he spoke to us firt [sic] time- adv i [sic] spoke to him and would never say that, explained again we are happy to CAP and reduce monthly amounts once in a position to pay..."

Mr G had told us that he thought the interest would be removed. But that doesn't seem likely given interest is charged daily – and I don't think it was likely he was told exactly this - given what I've seen on the contact notes as above.

It is the case that the earlier Mr G pays, the less interest he will pay, at least until it reaches the cap – and I heard the manager explain this to him during the call I listened to. So, piecing all of this together, I think it's most likely that Mr G was told interest could be capped rather than removed – but only once he was in a position to pay (albeit likely at a reduced rate) rather than being told interest would be stopped or capped immediately. On the contrary, I think it was reiterated on several occasions that Mr G would have to continue paying interest, charged at a daily rate. It's also accurate that MoneyBoat would cap the interest at some point because it can't charge more than 100% of the amount of credit being provided as per its own terms and as per the relevant regulations.

So, taking all of this together, I think this is most likely what MoneyBoat were referring to as opposed to telling Mr G that it would stop interest with immediate effect. I don't therefore think MoneyBoat likely made an error here.

Customer service issues

Mr G has raised some customer service issues in that he's had long wait holds to speak to MoneyBoat and also that he was promised a call from a manager which didn't materialise. I can see MoneyBoat has apologised for both of these things, explaining at that time, it was experiencing high call volumes and that the manager called an incorrect phone number for Mr G. I think this goes far enough. Whilst Mr G may have had to wait a long time to get hold of MoneyBoat, I can see he was also proactively called on more than one occasion by MoneyBoat as well as being communicated with via email. And, the manager who called the incorrect number also sent an email the same day – as well as another manager calling the following day. So, I think MoneyBoat reduced the impact of its errors and I'm not telling it to do anything further to put things right for Mr G.

Conclusions

Overall and for the reasons explained, although I appreciate this will come as a disappointment for Mr G, I don't intend to uphold Mr G's complaint.

I understand that this situation has impacted Mr G greatly and I'm sorry to hear that. Moving forwards, I'd encourage Mr G to provide further information about his current situation to MoneyBoat so it can provide full support to him. If he feels at that point, MoneyBoat are not treating him fairly – or, in line with its obligations; with forbearance, – then he is entitled to complain about that. But at this point, I cannot see MoneyBoat has received sufficient information about his situation to put additional measures in place to support him.

Finally, 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 Mr G or otherwise treated him 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.

Next steps

Given what Mr G has told us about his circumstances, MoneyBoat may want to consider providing an alternative way for Mr G to get in touch with it. I appreciate he's found it difficult to contact MoneyBoat via its phone lines and I'd suggest at this point, the main goal should be supporting Mr G with repaying this loan in a way that aligns with his current circumstances and any additional needs he may have.

Could MoneyBoat, in response to this, please let our service know if it can provide a particular contact for Mr G – or, if we could arrange a call for him, if he'd find that useful.

In addition to this, if Mr G has any specific requests in how he'd like to communicate with MoneyBoat moving forwards, please do let us know and we can pass that information along to MoneyBoat.

I believe Mr G is already getting organisation support with his finances. Given what he's told us about his personal circumstances, he may also want to consider seeking support before taking out future lending. And, when taking out any further lending, it may be an option for him to speak to the lender when applying rather than completing online applications, in order to avoid confusion and to ensure he can discuss any needs he might have with the lender.

*If either Mr G, or MoneyBoat, disagree with my initial thoughts set out here then I can move to issue a decision. Although, I should reiterate that any formal decision will very likely be broadly similar to what I've set out here, unless I receive any information that changes my mind. I'm going to set a deadline of **11 December 2025** for a response – I will, of course, consider any further evidence or comments received by that date. If we don't hear from you by then, we'll assume you're happy for us to close your complaint.”*

MoneyBoat responded to say it accepted what I'd said but Mr G responded, shortly after the deadline set, to say he didn't agree. He didn't provide further comment, however.

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. Whilst I appreciate Mr G isn't happy with this outcome, given I've received no further comments, I see no reason to depart from my initial thoughts on this case.

MoneyBoat has been in touch to say it is more than happy to arrange a discussion with Mr G, using a method of communication that works for him, to discuss the outstanding balance on this loan. That would include agreeing a scheduled call, if that would suit Mr G. If Mr G would like to arrange this, he can get in touch with our service, and we can assist.

I would encourage Mr G to contact MoneyBoat to discuss the outstanding balance, and I also remind MoneyBoat of its obligations to treat Mr G with forbearance.

Finally, 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 Mr G or otherwise treated him 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.

My final decision

For the reasons explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 13 January 2026.

Sophie Kyprianou
Ombudsman