

The complaint

Mrs T has complained about Evergreen Finance London Limited (trading as MoneyBoat.co.uk) getting a county court judgement (CCJ) against her, for a debt which she says was taken out fraudulently in her name.

What happened

In summary, this complaint surrounds an £800 loan which was taken out in Mrs T's name in 2022. The loan went unpaid, and in 2023, the county court issued a CCJ in MoneyBoat's favour against Mrs T for this account.

In 2025, Mrs T paid off the CCJ in full and disputed it. She explained that her partner had taken out the debt fraudulently in her name, and she hadn't seen it until she'd checked her credit file in 2025. She provided evidence of other disputed debts, she initiated proceedings against the partner, and she reported the matter to the police.

MoneyBoat said they had done the appropriate checks and didn't have sufficient evidence that the debt wasn't Mrs T's.

Mrs T came to our service, and asked if we could have the CCJ set aside, have the debt removed from her name, and have the adverse credit information removed.

Our Investigator looked into things independently and upheld the complaint. MoneyBoat asked for an ombudsman's review, so the complaint's been passed to me to decide.

I sent Mrs T and MoneyBoat a provisional decision on 12 January 2026, to explain why I didn't think we had the ability to uphold the complaint. In that decision, I said:

First, I am sorry to hear about the truly tough time that Mrs T has been going through. I'm grateful to her for being open and candid with our service about what's been happening and how she's felt.

I'm afraid I must explain that our service does not have a free hand to decide every case that's brought to us. The key issue here is that we're generally unable to decide matters that have already been dealt with by a court. We're only an informal alternative to the courts, and we don't have the power to overturn or undo court decisions.

Here, a county court has already dealt with the central matter of this case, and issued a CCJ. By issuing a CCJ in MoneyBoat's favour against Mrs T, a court has essentially already decided that Mrs T owed MoneyBoat this loan – even if they only decided that in her absence. And I don't have the power to overturn or undo that court judgement. So I cannot re-decide the matter of whether this was Mrs T's loan or not, and I don't have the power to make MoneyBoat set aside this CCJ; nor can I tell them to take the loan out of her name, nor make them remove the adverse credit information.

Further, I'm also not able to consider how MoneyBoat handled things with Mrs T when she got in contact with them. Broadly speaking, our service is only allowed to consider complaints surrounding "regulated activities" – such as collecting a debt under a credit agreement. But once a CCJ is granted, the credit agreement falls away. And instead of the money being owed under a credit agreement, it's owed under the CCJ instead. So the business is no longer attempting to collect a debit under a credit agreement, it's trying to enforce a court judgement. Here, the CCJ was granted before Mrs T got in touch with MoneyBoat, so by that point MoneyBoat were trying to enforce a court judgement. Enforcing court judgements is not a regulated activity, and we can't consider the matter.

I appreciate that this is not intuitive, and that this is not the outcome Mrs T was hoping for. This is a difficult message to give, and I know it's a difficult message for Mrs T to receive. But we don't have the power to undo this CCJ. We've forwarded Mrs T's submissions to MoneyBoat, and asked if they're willing to reconsider their position of their own accord. But we can't make them do so. I'm afraid that if Mrs T wants to pursue the matter further, she'd need to do so through the courts.

I'll talk about the follow-up below.

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.

In response to the provisional decision, Mrs T kindly elaborated on her situation, including how her partner had taken the money she provided for bills then left said bills unpaid, the partner using a falsified email account and a camera facing the letterbox to intercept correspondence, the resulting eviction notice and the impact of the CCJ upon her family's housing situation, the effect on her family's health, and how other firms had written off debts or set aside a different CCJ the partner had run up in her name. She provided evidence to support the above, such as witness statements, contact from other firms involved, contact from the partner, and related pictures.

I'm grateful to Mrs T for her work in evidencing her complaint, and for being open with us about the impact all this had on her and her family. I'm unable to detail too much of what she provided, given the requirement to keep decisions anonymised. And I'm afraid I'm still unable to comment on the merits of the matter, as it surrounds issues which were either already dealt with in court, or which were not regulated activities that we could consider.

However, we did pass submissions from Mrs T to MoneyBoat, and informally asked them if they would be willing to reconsider their position. MoneyBoat maintained that they thought they'd followed their correct internal processes, but explained they empathised with Mrs T's situation and the impact the matter was having. So they agreed that, in the interest of resolving the matter efficiently and improving the outcome for Mrs T without setting a precedent or admitting any liability, they were prepared to set aside the CCJ. I'm grateful to MoneyBoat for being willing to reconsider the matter on an informal basis.

The parties asked for the case to now be finalised.

I can confirm that at the point of this final decision, MoneyBoat have agreed to set aside the CCJ without admission of liability.

For the reasons set out before, I am unable to comment on the offer or make any findings about what should be done. But MoneyBoat have confirmed that they will carry out the offer once this case is finalised and closed. And this final decision marks the end of our service's consideration of the case.

My final decision

For the reasons I've explained, our service is unable to properly consider this complaint due to the existing court judgement at its heart. But Evergreen Finance London Limited (trading as MoneyBoat.co.uk) have agreed to set aside the CCJ upon the conclusion of this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 16 March 2026.

Adam Charles
Ombudsman