

The complaint

Miss M complains that Evergreen Finance London Limited trading as MoneyBoat.co.uk (“MoneyBoat”) lent to her when she could not afford it and failed to recognise her vulnerabilities.

What happened

Miss M took one loan from MoneyBoat in October 2025 for £450 repayable over six months at just over £137 each month. Miss M complained and received MoneyBoat’s final response letter (FRL) in early January 2026. Many of the details are set out in that FRL and I do not duplicate them here. Recently MoneyBoat has confirmed that Miss M’s account is still currently on a 'breathing space' hold until 26 April 2026.

After the complaint had been referred to the Financial Ombudsman Service one of our investigators considered it and did not think that MoneyBoat had done anything wrong. Miss M disagreed and referred to many other companies to which she’d complained where her complaints had been upheld and/or other cases referred to us where she’s been successful in her complaint.

The unresolved complaint was passed to me to decide. After I had reviewed it all I asked both Miss M and MoneyBoat for some clarification on some elements of the financial evidence. These have been sent to me and I thank both parties.

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.

MoneyBoat needed to make sure that it didn’t lend irresponsibly. In practice, what this means is that it needed to carry out proportionate checks to be able to understand whether any lending was sustainable for Miss M before providing it.

Our website sets out what we typically think about when deciding whether a lender’s checks were proportionate. And I’ve used this approach to help me decide her complaint.

Generally, we think it’s reasonable for a lender’s checks to be less thorough – in terms of how much information it gathers and what it does to verify that information – in the early stages of a lending relationship. But we might think it needed to do more if, for example, a borrower’s income was low, the amount lent was high, or the information the lender had – such as a significantly impaired credit history – suggesting the lender needed to know more about a prospective borrower’s ability to repay.

My initial paragraphs acknowledge the multiple issues with which Miss M is faced and certainly are challenging. And I was sorry to learn of her bereavement – I understand that is a difficult part of life to navigate.

But I need to explain to Miss M that they are to be placed in the context of this being a one loan application she made to MoneyBoat.

Miss M was aware of her pending mortgage issues and her council tax arrears being paid for by the Council (due to her circumstances) when she approached MoneyBoat for the loan.

Miss M has been frank in her comments to us and so I need to be clear as well. I invite Miss M to consider two elements which I've factored into my decision: one is that Miss M applied for this loan knowing all these issues and the status of her finances - the figures she declared to MoneyBoat when applying for credit are set out in the FRL for Miss M to review; and the second is that MoneyBoat did not know these details.

The checks MoneyBoat carried out were proportionate to the relatively modest loan value, approved for a short term and when Miss M was a new customer. All these factors are relevant and reviewed within the regulatory framework.

In the absence of evidence that Miss M told MoneyBoat about her vulnerabilities beforehand, then it did what it needed to do. And it did not know in October 2025 of many of the points that Miss M has raised as part of her complaint, and in my view would not be expected to have known.

MoneyBoat verified Miss M's income as part of its credit reference agency checks, discovered her credit commitments, used her declared expenditure figures and increased them to be more in line with what its own research would have expected her household expenses to have been. It calculated that Miss M could afford the £137 a month for the short term of six months.

Miss M has said that her mortgage was about to be reported to the credit reference agencies as being in arrears but had not yet been so reported. And I know that mortgage arrears would be viewed seriously but MoneyBoat's credit search showed no issue with the mortgage repayments when it did its search in October 2025.

I appreciate that Miss M has an issue with the mortgage agreement she is committed to, but again, for a loan provider like MoneyBoat it would not know and would not be expected to know of that unless Miss M informed it and there's no evidence of that.

I have read all her documents sent to us by Miss M demonstrating other irresponsible lending complaint successes. But as each lender, at differing times and for differing amounts would have carried out different checks before lending to her, then each set of circumstances differ. I do not accept what Miss M has submitted which is that other complaint success ought to lead to this MoneyBoat loan being upheld.

I have noted Miss M's comment that we are looking at the MoneyBoat complaint in a vacuum and independent of her other complaints. But the regulatory framework on responsible lending is structured to give rules and guidance as to how it has to approach a person's loan application in order to be considered as having lent responsibly. So, I have reviewed whether MoneyBoat carried out proportionate checks and I consider it did.

Income

Miss M declared her income was £2,600 a month. MoneyBoat recently has confirmed with me that it carried out a check on Miss M's income and the Credit Reference Agency (CRA) used is an industry wide method. It has said:

'I can confirm we used [CRA] to validate and TAC check the income which came back as £2,600.'

I consider that a fair and reasonable approach and as Miss M was applying to it for the first time I consider it a proportionate check about her income.

Credit

Miss M declared to MoneyBoat her credit was costing her £150 each month.

I have a copy of the credit search results MoneyBoat carried out and I have reviewed it in detail. My findings are set out in the following paragraphs.

The mortgage is a debt secured on land and it knew Miss M's repayments were £674 each month for that. As I said earlier in this decision there's no indication of any previous or current arrears on that account.

The rest of Miss M's outstanding debt was £18,606 of which around £13,289 was a hire purchase (HP) agreement costing £271 a month. Again, the fact that this is for a car, an asset and likely required for daily use either for work/commuting and/or lifestyle needs then it has a different complexion to other debts and would be viewed as such. Often HP payments are an important series of repayments to keep up as cars are valuable and needed. The credit search showed no signs of any issues repaying the HP agreement.

The balance of her outstanding debt (after deducting the HP) was £5,317. This was made up of the total due on outstanding loans, plus an outstanding balance of £2,035 on revolving credit (credit cards and/or mail order type accounts) commitments. Many of the latter had £0 balances. One was over the limit, but not to the extent that MoneyBoat would have considered it ought to refuse the loan application. The minimum monthly repayment of that total revolving credit balance usually is calculated as around 3% of the total. That would work out to have been around £61 a month for Miss M at that time. Plus, I recognise that Miss M needed to have reduced the one account over the limit to be below the limit, and so that likely would have been an additional sum so I've made that figure £101 for the first month.

Of the four unsecured loans open, these in total were costing Miss M about £280 a month one of which at £50 would have been paid off after one payment and so going forward it would have been £230 a month.

Miss M has referred to the deferred payment accounts. It does appear that she used these. They are often a payment choice for a customer offered at the point of sale of items, and it's for the customer to choose whether to repay by instalments. These are often not credit applications in the usual way and as such can be viewed differently. I note that Miss M did not have many open deferred payment accounts in October 2025 and of those they were very low balances ranging from £10 to £35. So, these likely would not have been a concern to MoneyBoat.

Adverse data was showing on the MoneyBoat search. One entry related to problems she'd had on a current account but that had closed and had been settled in 2022. I do not consider that to have been enough for MoneyBoat to have thought it an issue.

A loan Miss M had opened in 2018 had closed in May 2024 after being in an arrangement to pay of £77 a month for some time. Again, this would have been treated as historic by MoneyBoat and as it was 17 months before Miss M had applied to MoneyBoat, I'd consider that a satisfactory approach.

Miss M was in an arrangement to pay on an account opened in 2022 the balance of which was £264 but the regular repayments were not noted on the report. The credit provider had not marked this account with any repayment problems on that arrangement and so MoneyBoat would not have had a concern. Miss M was in an arrangement to pay a different account at a rate of £11 a month and again that provider had not recorded any problems with those repayments.

A mail order account opened in 2019 was recorded as having been defaulted (unknown date) and the outstanding balance was £1,081 on a £1,300 limit. No repayments appear to have been made on that one.

Overall, looking at the adverse entries, the only one to pause to consider was the last. However, MoneyBoat is a lender used to receiving loan applications where individuals have adverse entries and this one defaulted account would not likely have led MoneyBoat to consider it needed either to refuse the loan application or to have carried out additional

checks. And one of the reasons I say this is because the other figures it had for Miss M indicated that the loan she was applying for was affordable.

All these outstanding accounts added up to around £1,286 a month for Miss M which included the secured mortgage, the HP, the loans and credit card repayments each month plus the accounts in arrangement to pay. MoneyBoat had used a total figure of £1,803 to cover all costs (household, utility and all credit commitment costs which as I've demonstrated above included mortgage and HP costs plus those in arrangements) leaving Miss M with a disposable income figure of around £797. And I consider that to have been about right.

I consider that MoneyBoat carried out proportionate checks and, from what it knew and had discovered, Miss M was able to afford the £137 a month. Therefore, it had no reason to make further enquiries or to ask for additional financial evidence from Miss M before deciding to lend in October 2025.

I've also considered whether MoneyBoat acted unfairly or unreasonably in any other way and 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 it lent irresponsibly to Miss M 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.

I do not uphold the complaint.

My final decision

I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 8 May 2026.

Rachael Williams
Ombudsman