

## **The complaint**

Miss B 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 B took one loan from MoneyBoat in October 2025 for £500 repayable over six months, with repayments of just over £163 per month.

Miss B 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.

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 B disagreed and so her complaint has been passed to me to 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.

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 B 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 this 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 – suggested the lender needed to know more about a prospective borrower's ability to repay.

Miss B said on her application she paid £0 for rent and £0 for 'other' - a category often used to indicate bills. Given that Miss B was living at home with her parents, those figures would not have looked unusual. It is not likely that Miss B was being charged full market rent to live at home and it's not likely she was a bill paying customer. And the relevance was that MoneyBoat would have recognised that she was at less risk of not being able to repay its loan.

Miss B said she was receiving a net income of £3,400, made up of earned income and state benefits. Her bank statements show the figure she was receiving was closer to £2,700.

The credit search carried out by Moneyboat didn't show any adverse markings on Miss B's credit file. Miss B has referred to her personal credit search report which she has told us says 'requires work'. I've not seen a copy but in any event what the business sees and what Miss B would have seen from her own search can be different. My remit is to review what MoneyBoat did and what it saw when she approached it as a new customer for a relatively modest loan of £500 over a short term.

Miss B has said that use of her overdraft was heavy and she was reliant on credit, but her overdraft was around £350 and the charges for that were relatively modest. Miss B's income covered her overdraft use each month. And using an overdraft would not on its own lead a lender such as MoneyBoat to consider that Miss B was in financial difficulties.

I've seen that Miss B's income was less than what she put in her application. That doesn't affect my finding because even if Moneyboat had requested those, given what it could see about her overall financial situation, it was still likely to find the new loan to be affordable to Miss B.

It follows that I think MoneyBoat carried out proportionate checks, used the information it had to hand and went on to make a fair lending decision. I consider it would have been disproportionate for MoneyBoat to have carried out further checks. I therefore think Moneyboat made a fair lending decision.

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 B 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.

### **My final decision**

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 28 April 2026.

Michael Goldberg

**Ombudsman**