

The complaint

Everyday Lending Limited, trading as Evlo, provided Ms G with a loan of £8,500 in 2023. It was repayable over five years, with monthly repayments of £315.

Ms G says the loan was provided irresponsibly.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

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 unaffordable or irresponsible lending on our website, and I've taken this into account in deciding Ms G's case.

I've decided the loan was provided fairly because:

- I think the checks Evlo did before providing the loan were reasonable and proportionate given the circumstances and what it knew about Ms G's financial situation.
- Ms G declared a net monthly income of around £1,450 which Evlo verified from financial documents supplied by Ms G. Ms G also declared monthly housing costs of around £200.
- Evlo's checks showed that Ms G had existing unsecured debts of around £12,000 with no adverse markers reported from its credit checks. It calculated that Ms G would be spending around £480 per month on existing debt and estimated her other essential living costs to be around £540.
- This loan was to be used for consolidation of existing debts, so wouldn't increase Ms G's overall indebtedness but overall, would reduce her monthly repayments.
- Taking all the above into account and, after conducting a detailed income and expenditure review with Ms G, Evlo was satisfied that she would have sufficient disposable income remaining to be able to afford the repayments for this loan.
- I have reviewed the evidence relating to the figures quoted above and completed an affordability assessment. Having done so I am comfortable that Evlo took a reasonable approach. It used verified figures where available, and reasonably calculated figures where they weren't.
- Based on the information Evlo gathered and what it knew about Ms G's circumstances, there was nothing to suggest she was likely to be unable to sustainably repay what she was being lent.

This means I don't think Evlo did anything wrong when it provided the loan to Ms G.

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

I know this isn't the outcome Ms G hoped for. But for the reasons above, I'm not asking Evlo to do anything to put things right.

My final decision

My final decision is that I'm not upholding Ms G's complaint about Everyday Lending Limited, trading as Evlo.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 18 May 2026.

David Barker
Ombudsman