

The complaint

Miss C complains that Evergreen Finance London Limited trading as MoneyBoat.co.uk (“MoneyBoat”) lent to her when she could not afford the repayments.

What happened

In February 2024, Miss C took one loan with MoneyBoat for £800 repayable for six months at just over £241 a month. In late January 2026, this loan remained unpaid. It is being managed through a Debt Management Plan (DMP). Miss C has said to us: *‘This loan was not a one-off solution to a temporary cash flow issue. It was part of a wider pattern of borrowing that had become unsustainable.’*

In December 2024, Miss C moved out from her parents home where she had been living when she applied for the MoneyBoat loan. Miss C complained to MoneyBoat in January 2026. The final response letter (FRL) gives details of some of the figures supplied to it by Miss C and so I do not repeat them in this decision.

Miss C referred her complaint to the Financial Ombudsman and one of our investigators did not think that the loan had been lent irresponsibly. Miss C disagreed and the unresolved complaint was 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 C 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.

Miss C had informed MoneyBoat she was living at home with her parents. I’ve seen from the credit search results (which I come on to later in this decision) that Miss C had been living at that address since 2017 and it does look to have been her family home. The significance and relevance to a lender like MoneyBoat was that it’s not likely that Miss C was paying full market rent plus bills to live at home.

Further, I do not consider that she would have been exposed to the risk of non-payment of priority bills and/or rent arrears likely to lead to problems with her money such that the repayments to the loan were at risk. I have taken this element into account when considering Miss C’s complaint and the submissions made by MoneyBoat.

Miss C's income was verified where MoneyBoat used a credit reference agency system to cross check this and was satisfied the figure she'd given it of £1,800 a month was about right. Miss C has not disputed that figure.

I've reviewed the credit history records obtained by MoneyBoat. Miss C had around £34,400 outstanding debt of which £18,804 was for a Hire Purchase agreement (HP). This has a different complexion to other loans and debts as it is an agreement to purchase an asset often required for commuting to work and/or general lifestyle needs. Miss C had taken this HP in April 2023 and all repayments were fine. It was costing £279 each month.

Miss C was slightly over her limit on one credit card but apart from that, she had a good record of repayments and no other adverse data at all. Miss C has supplied information to us to show that she had missed payments on a credit card. But credit searches obtained by a lender do not always show the detail that a personal credit file might show. In any event, I don't consider that this card being over the limit (which may have been as a result of not having paid in a recent month or two) on its own was enough for a lender to consider it needed to do additional checks.

Miss C's credit card and mail order debt overall was £8,745 and so at the usual calculation of 3% as the monthly minimum repayment then that likely was costing Miss C around £262 a month. Miss C had two outstanding loans which I've added up to have been costing her £276 each month. All these added up to £817 a month.

Miss C also had a telecoms account which looked to have been costing her around £13 a month plus her overdraft was £653 on a £1,500 limit. And I add that use of an overdraft is not necessarily an indicator of financial hardship. So, I think if I were to make her total credit cost around £840 a month then Miss C would have been left with around £960 each month left over for other costs such as insurances, car costs, food and other usual daily expenses. I consider Miss C could afford the MoneyBoat loan for the short six month term.

Reviewing the FRL, Miss C received from MoneyBoat, it reached a similar conclusion. The point being that I consider MoneyBoat carried out proportionate checks, the loan looked affordable and there was nothing in the credit search to suggest it ought to delve deeper into Miss C's finances.

Miss C has said that her having to enter a DMP a week after taking this loan is of significance. But as that was after the lending decision was made then MoneyBoat would not have been aware of it. And when I'm being asked to assess whether MoneyBoat lent responsibly then events taking place after the lending decision are not relevant.

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 C 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

My final decision is I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 5 May 2026.

Rachael Williams
Ombudsman