

## **complaint**

Mr S complains that Everyday Loans Limited was irresponsible to lend him money and that the charges were excessive and unreasonable.

## **background**

Everyday Loans approved a £3,000 loan to Mr S in February 2015. Mr S says he told them he was gambling so they shouldn't have lent him the money. Everyday Loans said Mr S told it he'd stopped gambling and provided statements to show this. It said Mr S said the loan was to pay off his overdraft and payday loans and it had carried out appropriate affordability checks. Even so, Everyday Loans offered to refund £85 of charges as a gesture of goodwill.

Our adjudicator found Everyday Loans' refund offer to be fair and reasonable. Whilst he appreciated Mr S's circumstances at the time of the loan, he was satisfied that Everyday Loans had made suitable checks.

Mr S responded to say that Everyday Loans should not have lent him the money as he was vulnerable and it could see he was gambling from the statements he provided.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I have seen the affordability checks that Everyday Loans carried out at the time and I'm satisfied they were suitable and that the charges were made clear to Mr S. I accept Mr S says that, on the day of the application, he'd gambled his wages and that he told Everyday Loans he was gambling. However, I need to consider whether Everyday Loans was irresponsible to allow Mr S to borrow the money.

Mr S has provided the statements he gave to Everyday Loans at the time of the application and, although there is one gambling transaction, it was in November 2014. As Mr S told Everyday Loans he'd stopped gambling, and the purpose of the loan was for consolidation, I can't see that Everyday Loans did anything wrong by approving the application.

I acknowledge Mr S says he gambled the loan money, but Everyday Loans has accepted a repayment plan via a debt charity. Much like the adjudicator, I find the offer to refund £85 of charges to be fair and reasonable and don't require Everyday Loans to do any more.

## **my final decision**

My decision is that Everyday Loans Limited should refund £85 of charges to Mr S, as it has agreed to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 June 2016.

Amanda Williams  
**ombudsman**