

## **The complaint**

Mr N complains that Everyday Lending Limited trading as Everyday Loans (Everyday) mistakenly said that his account had been closed with a zero balance.

## **What happened**

Mr N has an outstanding debt with Everyday. In October 2022, Mr N's debt management company (DMC) contacted Everyday to set up a repayment plan. Everyday mistakenly told the DMC that there was no outstanding balance on the account.

Mr N says he planned his income based on the information from Everyday, so was upset to learn that he still owed money. Mr N wants Everyday to honour the misinformation and write the debt off.

Our investigator recommended that Mr N's complaint be upheld and asked Everyday to pay £50 to apologise for the upset caused.

Everyday agreed to our investigator's proposal but Mr N doesn't think £50 fairly takes account of the hassle caused.

## **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.

I realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. The rules that govern this service allow me to do so. But this doesn't mean I've not considered everything that both parties have given to me.

Everyday agrees that it made a mistake when it told the DMC that there was a zero balance on Mr N's account. So, my decision focusses on whether the investigator's recommendation that Everyday pays Mr N £50 goes far enough to put things right.

I'm sorry to disappoint Mr N but I agree with the investigator that £50 is fair compensation. I say this because the impact of the mistake on Mr N was fairly short-lived. Mr N emailed the DMC on 11 November 2022 to say that the statement it provided showed a zero balance for the Everyday loan when there should have been an outstanding balance. So, I think at this point, Mr N thought there'd been a mistake and that he still owed money to Everyday.

The DMC responded to Mr N's query on 19 November 2022 suggesting that he contact Everyday. Mr N spoke to Everyday on 22 November 2022 and it confirmed there was an outstanding balance.

Given the fairly short time frame, I'm not persuaded that Mr N made significant changes to his personal circumstances based on the mistaken understanding that he no longer owed money to Everyday. I do recognise that Mr N would have felt a level of disappointment but consider that £50 adequately reflects the brief upset caused together with the inconvenience

of some additional contact. I don't consider it reasonable to require Everyday to write the debt off. I'm sorry if this comes as a disappointment to Mr N.

### **Putting things right**

To put things right, Everyday should pay Mr N £50.

### **My final decision**

My final decision is that I uphold this complaint. In full and final settlement I require Everyday Lending Limited trading as Everyday Loans to put things right in line with above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 22 September 2023.

Gemma Bowen  
**Ombudsman**