

## The complaint

Fairscore Ltd trading as Updraft ("Updraft") provided Miss L with a loan for £7,000. This was to be repaid over 27 months at £352 a month. Miss L says the credit was provided irresponsibly.

## What happened

The details of this complaint are well-known to both parties, so I won't repeat them again 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.

I'm aware that I've summarised this complaint above in less detail than it may merit. No courtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact my decision.

Lastly, I would add that where the information I've got is incomplete, unclear or contradictory, I've to base my decision on the balance of probabilities.

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 Miss L's case.

I've decided the credit was provided fairly because:

- I think the checks Updraft did before providing the credit were reasonable and proportionate given the credit limit it offered and what it knew about Miss L's financial situation.
- Miss L's checks showed she had a disposable income of approximately £897 left each month in which to afford this loan. There was no adverse information on Miss L's credit file such as defaults or delinquencies and which suggested she was managing her other credit commitments well.
- Based on the information Updraft gathered and what it knew about Miss L's circumstances, there was nothing to suggest Miss L was likely to be unable to sustainably repay what she was being lent.

- I don't think Updraft acted unfairly in any other way.

This means I don't think Updraft did anything wrong when it provided the loan to Miss L.

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 Updraft lent irresponsibly to Miss L 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 Miss L hoped for. But for the reasons above, I'm not asking Updraft to do anything to put things right.

### **My final decision**

My final decision is that I'm not upholding Miss L's complaint about Fairscore Ltd trading as Updraft.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 30 December 2025.

Paul Hamber  
**Ombudsman**