

## **The complaint**

Miss F is unhappy about a default applied to her credit file by Fairscore Ltd trading as Updraft ('Updraft').

## **What happened**

Updraft provided Miss F with a loan for £8,900 in April 2022. Miss F started missing her repayments from July 2024, so Updraft sent her a Notice of Sums in Arrears (NOSIA) in August 2024 followed by a Notice of Default (NOD) in October 2024. As Miss F didn't get in touch, Updraft applied a default to Miss F's credit file and sold the debt in December 2024.

Miss F initially complained about several points such as her loan not being cancelled, administrative issues and affordability. These issues have now been resolved, and Miss F's remaining complaint is that she didn't receive the NOD from Updraft and only found out her account had been defaulted when it appeared on her credit file. She complained that Updraft had sent the correspondence to her old address despite having informed them of her change of address in 2023.

Updraft didn't uphold Miss F's complaint, explaining that they had no record of her change of address and that the NOD was served in accordance with their obligations under the Consumer Credit Act 1974. So, Miss F brought the complaint to the Financial Ombudsman.

One of our investigators looked at Miss F's complaint but didn't find that Updraft had unfairly recorded the default. He said that Updraft had made numerous attempts to contact Miss F to discuss the arrears on her account, including phone calls and sending her correspondence via email, but she didn't get back in touch with them.

Because an agreement couldn't be reached, the complaint has been 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.

Having done so, I'm not upholding Miss F's complaint. I know this is likely to come as a disappointment to Miss F, so I'd like to explain the reasons for my decision in a bit more detail.

I understand Miss F says Updraft should have updated her address in July 2023. She contacted Updraft to ask them to change the account her direct debit was being taken from and I can see that, after signing off the message, Miss F added her old and new addresses. I can't see that Miss F made it clear to Updraft that her address needed updating or followed this up in the conversation when no mention was made about updating her address. So, I don't think Updraft did anything wrong when they didn't change this.

But even if I thought Updraft did something wrong by not updating Miss F's address, I still have to think about whether this had an impact on the default being applied to Miss F's credit file. In other words, is the fact Miss F didn't receive the NOD the reason why her account ended up defaulting.

Miss F stopped making her loan repayments in July 2024. Updraft sent her a NOSIA in August 2024 informing her she was in arrears by £448.66. They then sent a NOD in October 2024, asking her to pay £897.32 before 30 October 2024 otherwise they would be recording a default. Finally, they sent Miss F another NOSIA in December 2024, informing her she was now in arrears by £1,345.95. So, it's fair to say Miss F had been struggling with this account for some time before it defaulted.

It's accepted that the NOD was sent to Miss F's old address and she therefore didn't receive this. However, the NOSIAs were also sent to Miss F via email, to the same email address we hold for her. So, I'm satisfied these were correctly sent to Miss F, made it clear she had significant arrears and that the account needed to be brought back up to date. I can also see Updraft tried to contact her via phone multiple times during this period, to discuss her account. Most of these calls went unanswered, other than two but no meaningful conversations were had on those occasions.

I appreciate Miss F feels very strongly that she wasn't given a chance to remedy the arrears which had accrued on her account. However, I'm satisfied she was made sufficiently aware of the status of her account, and I'm not persuaded receiving the NOD would have made any difference in the circumstances of her complaint.

So, it follows I'm satisfied Updraft recorded the default fairly.

### **My final decision**

My final decision is that I don't uphold Miss F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 17 February 2026.

Amelie Makris  
**Ombudsman**