

The complaint

Fairscore Ltd, trading as Updraft, provided Miss K with loan in 2023. Miss K says the loan was provided irresponsibly.

What happened

Updraft provided the loan for £5,000, with monthly repayments of around £175 required for 48 months.

Updraft reviewed Miss K's complaint and didn't agree they had lent irresponsibly. As Miss K remained unhappy, she brought her complaint to our service.

Our investigator looked into what happened and felt Updraft had carried out reasonable and proportionate checks before agreeing to lend.

Miss K disagreed with our investigator, so her complaint was passed to me for a final 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.

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 K's case.

I've decided the loan was provided fairly because:

- I think the checks Updraft did before providing the credit were reasonable and proportionate given the specifics of the loan it offered and what it knew about Miss K's financial situation.
- Updraft validated the income Miss K had declared using open banking, and the credit reference agency checks didn't show any adverse information, suggesting Miss K was managing existing credit well.
- Based on the information Updraft gathered, there was nothing to suggest Miss K was unlikely to be able to sustainably repay the loan.
- 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 K.

I've also considered 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

Updraft lent irresponsibly to Miss K or otherwise treated her unfairly. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Miss K 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 K's complaint about Fairscore Ltd, trading as Updraft.

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

David Barker
Ombudsman