

## **The complaint**

Mr P complains that Fairscore Ltd trading as Updraft provided him with a settlement figure which was only valid for 24 hours rather than the 28 day he was expecting.

## **What happened**

In June 2025 Mr P contacted Fairscore and requested an early settlement figure. He wanted to obtain a settlement figure so he could decide whether to settle his loan early. When Fairscore provided the settlement figure it stated that it was only valid for that day and that if Mr P wanted to repay later then another settlement figure would need to be generated.

Mr P complained to Fairscore. He said that under the Consumer Credit Act, a settlement figure should be valid for 28 days. He sought a refund of the extra interest he would be charged from the date he requested settlement to the date when he repaid the loan.

Fairscore didn't uphold the complaint. It said its settlement figures were calculated daily and that based on the outstanding balance of the loan from the date the last payment was received, it only added interest accrued from that date to the requested settlement date. Fairscore said it hadn't breached the Consumer Credit Act because the calculation method was transparent, customers could request another quote without difficulty and there were no penalties or charges for settling after the quote expired.

Mr P remained unhappy and brought his complaint to this service. He said he no longer intended to settle the loan early, so he wasn't looking for an interest refund, but he wanted Fairscore to change its policy in case he decided to settle the loan early in the future.

Our investigator didn't uphold the complaint. They said there was no evidence that Fairscore had made an error or acted unfairly.

Mr P didn't agree so I've been asked to review the complaint.

## **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 know it will disappoint Mr P, but I agree with the investigator's opinion. I'll explain why.

Fairscore has explained that it calculates its settlement figures daily to ensure that customers are never overcharged. It says that this approach is consistent with the Consumer Credit Act because customers can obtain a statement at any time within the statutory one-month period.

It's correct that under the Consumer Credit Act (Early Settlement) Regulations 2004 a customer has 28 days to make their repayment, and the interest will be paused during this time. However, in this case, Fairscore's loans are daily interest charging and they have stated that the rebate regulations don't apply because agreements where no part of the total charge for credit accrues after settlement are exempt from the regulations.

I appreciate that Mr P wants Fairscore to change its process. This service isn't able to require a business to change its processes and procedures. Only the regulator – the Financial Conduct Authority – can do that. What this service can do is to look at what's happened and determine whether the process has been applied fairly.

In this case, I'm satisfied that Fairscore hasn't made an error or treated Mr P unfairly. When Mr P requested a settlement figure, Fairscore provided a statement showing the figure which was due that day, which included the principal outstanding balance and accrued daily interest up to the chosen date. Fairscore advised Mr P that if he wanted to pay later, he could request an updated figure free of charge.

Based on what I've seen, I haven't found anything to suggest that Fairscore has made an error or treated Mr P unfairly. For the reasons I've explained, I'm unable to uphold the complaint.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 12 March 2026.

Emma Davy  
**Ombudsman**