

The complaint

Fairscore Ltd, trading as Updraft, provided Miss K with the following loan:

Date	Amount	Monthly repayments	Term (months)
February 2025	£4,500	£144.67	48

Miss K says the loan was unaffordable and provided irresponsibly.

What happened

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

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 for the following reasons:

I think the checks Updraft did before providing the loan were reasonable and proportionate given the size of the loan offered and what it knew about Miss K's financial situation.

Updraft considered information Miss K provided in her application, verified her income and gathered information from a credit reference agency (CRA) before deciding to lend. Its checks suggested Miss K had a healthy disposable income after her essential spend and existing credit commitments.

The CRA checks showed Miss K had existing debt of around £11,000 and suggested she was managing her accounts well, as there were no adverse markers reported.

I've reviewed the information referred to above and completed my own affordability assessment. Having done so I am comfortable that Updraft took a reasonable approach. It used verified figures where available, and reasonably calculated figures where they weren't. This including repayments towards existing debt and cost of living expenses. Where there were differences between what Miss K had declared and the results of its own checks, Updraft used a 'worst case' figure when assessing affordability.

Based on the information Updraft gathered and what it knew about Miss K's circumstances, there was nothing to suggest she would be unable to sustainably repay what she was being lent and I don't think Updraft acted unfairly in any other way.

Miss K has argued that her existing debt was in a worse position than referred to above, and whilst I understand her point of view, I have reviewed the CRA information that Updraft obtained, and there was nothing yet evident that would indicate financial difficulty.

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 explained, 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 or anything else would, given the facts of this complaint, lead to a different outcome here.

Whilst I'm not upholding this complaint, I'd like to remind Updraft of its obligation to exercise forbearance moving forward as Miss K is experiencing financial difficulty. I would also certainly encourage Miss K to keep in regular contact with Updraft about any difficulties she's facing.

My final decision

My final decision is that I'm not upholding Miss K's complaint about Fairscore Ltd, trading as Updraft, for the reasons outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 13 March 2026.

David Barker
Ombudsman