

The complaint

Miss S complains that Fairscore Ltd trading as Updraft provided her with credit without carrying out sufficient checks. Miss S says she's had to borrow from other lenders to repay the credit.

What happened

I issued a provisional decision on this complaint in January 2026. In that provisional decision I set out a detailed background to this complaint which I won't repeat here. My provisional decision forms part of this final decision and should be read alongside it.

In my provisional decision, I explained why I was minded to reach different conclusions from the investigator and uphold Miss S' complaint in its entirety. I gave both parties the opportunity to provide further evidence and comments before I made a final decision.

The deadline for response has now passed, Miss S responded accepting my provisional decision, but Updraft didn't respond.

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 reconsidered all the circumstances in this complaint, I haven't seen any evidence or comments that persuade me to reach a different conclusion.

As such, I don't think Updraft should have lent Miss S any of the loans and it needs to put things right

Putting things right

As Updraft lent loans 1 - 3 to Miss S when it shouldn't have, it needs to take steps to put things right for Miss S. To do this, Updraft should:

- Add up the total repayments Miss S has made and deduct these from the total amount of money she received.
 - a) If this results in Miss S having paid more than she received, any overpayments should be refunded along with 8% simple interest (calculated from the date the overpayments were made until the date of settlement) †.
 - b) If any capital balance remains outstanding, then Updraft should work with Miss S to agree an affordable and suitable payment plan.
- Updraft should remove any adverse information in relation to all the loans from Miss S' credit file once she has fully repaid the capital borrowed.

† HM Revenue & Customs requires Updraft to take off tax from this interest. Updraft must give Miss S a certificate showing how much tax it's taken off if she asks for it.

Did Updraft act unfairly/unreasonably in some other way?

I've also considered whether Updraft acted unfairly or unreasonably in some other way, including whether its relationship with Miss S might have been viewed as unfair by a court under s.140A Consumer Credit Act 1974. However, I'm satisfied the redress I have directed above results in fair compensation for Miss S in the circumstances of her complaint. I'm satisfied, based on what I've seen, that no additional award would be appropriate in this case.

My final decision

For the reasons given here and in my provisional decision, I uphold Miss S' complaint and direct Fairscore Ltd trading as Updraft to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 31 March 2026.

Oyetola Oduola
Ombudsman