

The complaint

Fairscore Ltd trading as Updraft provided Mr C with a £5,000 loan on 1 August 2025. Mr C says the credit was provided irresponsibly.

What happened

The details of this complaint are well-known to both parties, so I won't repeat them again 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 Mr C's case.

I've decided the credit was provided fairly because:

- I think the checks Updraft did before providing the credit were reasonable and proportionate given the credit it offered and what it knew about Mr C's financial situation.
- Updraft's credit checks showed that Mr C had unsecured debts totalling around £24,200 as well as a hire purchase agreement and a joint mortgage. I note Mr C's comments about the new borrowing he had taken out but I think it reasonable that Updraft relied on the results of its credit checks to assess Mr C's existing commitments. Mr C's credit report showed adverse data recorded on one credit card account, and another was over its limit and that he had opened two credit card accounts within the previous six months. But Mr C was generally managing his active accounts well, and his total debt wasn't at a level compared to his income that I think suggested he was overindebted. I further note the loan was intended to repay credit card debts. So, in this case, I do not think that the credit check results meant the loan shouldn't have been given, so long as the other checks supported it being affordable.
- Mr C's open banking data was used to verify his income and a net monthly income figure of around £3,698 was used. Having looked through the data, his average income for the months leading up to the application was around £3,060. The data from his credit report was used to establish his existing credit costs of around £928. Mr C's joint mortgage repayments from his credit file were £1,111 and Updraft included an amount similar to this for Mr C's housing costs. Having considered Mr C's income and costs, including the repayments due on this new loan (around £294), I do not find that the lending appeared unaffordable and accept that Mr C's disposable income would be higher if the loan was used for its intended purpose of debt consolidation.
- Mr C has said that he was gambling at the time, and I can see that Updraft identified

gambling transactions in Mr C's account. However, the data gathered wasn't such that the loan was considered unaffordable and I have nothing to show that Mr C raised his gambling with Updraft at the time.

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

This means I don't think Updraft did anything wrong when it provided loan to Mr C.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I don't think Updraft lent irresponsibly to Mr C or otherwise treated him unfairly. I haven't seen anything to suggest that s.140A or anything else would, given the facts of this complaint, lead to a different outcome here.

I know this isn't the outcome Mr C 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 Mr C's complaint about Fairscore Ltd trading as Updraft.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 May 2026.

Jane Archer
Ombudsman