

## **The complaint**

Mr M complains about difficulties he experienced using his credit card and the level of customer service provided by Lendable Ltd trading as Zable.

## **What happened**

Mr M has a credit card account with Lendable. When he raised his complaint, Mr M detailed the following concerns:

- Difficulties in getting through to Lendable on the phone and being put on hold for long periods of time.
- Unable to withdraw £300 from an ATM in one transaction, and he felt this meant he was being charged more fees.
- A withdrawal limit applies to his account, but this isn't explained in the terms and conditions.
- He was incorrectly told a payment would be taken to go towards paying off his outstanding balance.

Lendable issued their final response and explained they weren't upholding Mr M's complaint. Lendable referred Mr M to the relevant sections of the terms and conditions of his account that explain the circumstances in which they may limit the use of his card and the fees that are applied to cash advances. They also acknowledged that Mr M had experienced difficulties getting through to them on the phone, but explained they were satisfied their advisors provided him with the correct information when he managed to speak with them. Lendable also explained that the payment towards Mr M's account wasn't taken because he'd already made more than the minimum payment towards the relevant statement balance.

Mr M remained unhappy, so he brought his complaint to our service.

Our Investigator wasn't persuaded to uphold Mr M's complaint. She explained she was satisfied that Lendable had acted in line with the terms and conditions of his account regarding withdrawals, fees on cash advances and making payments towards his account. Our investigator also wasn't minded to uphold Mr M's complaint point about the difficulties he experienced speaking with them on the phone, because overall she was satisfied Lendable had handled his calls as she would expect and wasn't aware of why his calls were disconnected.

As Mr M disagreed with our Investigator, his 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.

Having considered everything, I'm not upholding Mr M's complaint. I'll explain my reasoning below.

#### Cash withdrawals

Mr M is unhappy the terms and conditions of his account don't explain a withdrawal limit applies to his account. And he only became aware of this after he complained about having withdrawals declined.

I've seen the terms and conditions of Mr M's account, and these explain the use of the account might be restricted to protect the security of the card and security details of the account. And Lendable has said that their withdrawal limit forms part of their security measures.

Businesses, like Lendable, are obligated to put adequate security measures in place to protect their customers. And what those measures look like, is for Lendable to decide. A withdrawal limit of some kind isn't wholly unusual. However, I do agree with Mr M that this isn't clearly explained in the terms and conditions of his account, so I can understand to a certain extent why he found it confusing to have his withdrawals declined – and why he became frustrated after finding out about the withdrawal limit. I do understand the point he's made about being somewhat inconvenienced when he attempted to make withdrawals without knowing there was a possibility they would be declined.

While I can see Mr M's perspective on this, I'm not persuaded to uphold this particular complaint point. That's because it's also not wholly unusual for a business not to publicise the specifics of their security measures. Sometimes businesses don't share the specifics to protect their customers from people who may find a way around these measures. So, while I empathise with the situation Mr M found himself in when his withdrawals were declined, I've seen nothing to suggest other customers with similar circumstances would have been treated any differently. Mr M is now aware of the withdrawal limit, so it's something he can bear in mind when using his card moving forward.

Mr M is also unhappy that he can't withdraw more than £200 in one transaction from an ATM. Again, Lendable has explained this restriction is something they've put in place as part of their security measures. ATM withdrawal limits aren't unusual, so I'm not persuaded that Mr M has experienced much detriment regarding this point. The same applies to the withdrawal fee – it's fairly common for cash advances from a credit card to incur additional fees.

The terms and conditions of Mr M's account clearly explain cash advances incur a 3% (with a minimum charge of £3) on the withdrawal amount. In the absence of any evidence to demonstrate Lendable charged Mr M fees that don't align with what is stipulated in the terms and conditions, I can't agree they've treated him unfairly.

Given the above, I'm not upholding Mr M's complaint points about cash withdrawals.

#### Payments towards Mr M's balance

Mr M has complained a scheduled payment towards his credit card balance wasn't taken at the end of January 2023.

The terms and conditions of Mr M's account explain that a customer must make at least the minimum payment each month, but they can also pay more than the minimum up to the full

statement balance. Lendable has said the scheduled payment wasn't taken because Mr M had made multiple manual payments ahead of the scheduled payment date.

I've seen Mr M's January and February statements. The January statement shows he needed to pay a minimum of £15 by mid-February 2023 and that a £40 payment had been scheduled for the end of January 2023. Having reviewed Mr M's February statement, I can see he made eight payments towards his credit card between 23 and 27 January 2023, and these totalled £800. These payments were greater than his minimum payment and were made before the scheduled payment date. It's not uncommon for a scheduled payment towards a credit card to be cancelled in such circumstances, so I'm not persuaded Lendable acted unreasonably when the end of January 2023 scheduled payment wasn't taken.

#### Difficulties Mr M experienced when trying to speak with Lendable on the phone

Mr M has complained about how long it took for him to speak with an advisor, calls dropping, and the amount of time he was placed on hold.

Lendable has provided us with recording of the calls and attempted calls Mr M made to them in early February. I've heard that two calls were disconnected before he could speak to an advisor. This would have been frustrating, and unfortunately, Lendable can't identify why this happened.

For the two calls that were dropped, Mr M was on hold for around 17 minutes. I acknowledge losing his place in the queue would have been inconvenient, however it's not uncommon for consumers to be on hold for a period time before they're able to speak to an advisor and this inevitable wait isn't something we'd normally make an award for. And I do acknowledge Mr M's calls were dropped, but I can't don't think an award is warranted for a wait of this limited period of time.

I've also listened to the calls that were successful. In both, I consider the advisors were courteous and provided the information I'd expect. Neither of these calls were longer than 10mins, so I can't agree that Mr M was on hold for unreasonable amounts of time. So, again, I don't consider an award is warranted for the time Mr M spent calling Lendable to discuss his account.

In light of the above, I'm not upholding Mr M's complaint.

#### **My final decision**

My final decision is that I'm not upholding Mr M's complaint about Lendable Ltd trading as Zable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 April 2024.

Sarrah Turay  
**Ombudsman**