

The complaint

CX complains about several matters involving Lendable Ltd. Their main complaint is that Lendable has failed to make a reasonable adjustment for a visual impairment they have.

In line with the complainant's request, I will refer to the complainant as 'they' 'them' 'their' and 'CX'.

What happened

CX took out a loan with Lendable on 21 June 2022 for the sum of £2,000. The total amount repayable under the agreement including a fee and interest was expected to be £2,507. Within a few months CX started to miss payments.

From around September 2022, various arrangements were made to support CX whilst they were in financial difficulties including reduced payment periods and a pause in payments.

In October 2022, CX was asked to complete an income and expenditure form ('I&E'). They did this. But Lendable questioned some of the expenditure on CX's form. And it was at this point, that CX told Lendable they were visually impaired. And as a result of the standard text size used by Lendable, they were having trouble reading communications they'd been sent which was mostly by email.

CX complained to Lendable at the end of 2022 saying it had failed to make the requested text size adjustments in its communications. In its final response letter issued in December 2022, Lendable undertook to make what reasonable adjustments were necessary to meet CX's needs. However, the issue with the text size continued.

CX made a subsequent complaint saying that Lendable had, amongst other things, breached the Equality Act 2010 by not making the adjustments they had requested. As well as the issue with the text size, CX raised several other points about Lendable. This included about the way it handled the issue of the financial difficulties they were experiencing; they were unhappy about money they spent on employing someone to read Lendable's communications; and they were also unhappy about the delay in responding to their subsequent complaint.

One of our investigator's looked into CX's complaint. She said in terms of the key issue regarding the size of the text, Lendable had failed to properly address this. And she thought this had caused CX unnecessary distress and inconvenience. She recommended that Lendable pay CX £500 in compensation, which they accepted.

Ultimately, Lendable responded saying it would offset £500 from CX's outstanding debt and waive the remaining balance of £1,484. It noted that this would mean CX wouldn't receive any communications from it as there would no longer be any debt owing. CX rejected this offer. They said that their credit file had been damaged by Lendable's actions and because of this, CX felt it should pay them directly for the distress and inconvenience it had caused them.

I issued a provisional decision. In brief, I concluded that Lendable's offer to write off CX's outstanding balance was fair and reasonable. Lendable agreed with my recommended outcome and didn't add anything further. CX disagreed. They considered Lendable should still pay them the £500 as recommended by our investigator. CX said the assertion that Lendable had acted appropriately is unequivocally false.

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 everything, my view remains the same as that set out in my provisional decision. I note CX's further comments but I can't see that they have added anything substantially new. I further note that CX has continued to send us evidence of Lendable failing to send communications in the correct text size. I want to reassure CX that I have taken into account all the further examples they have sent to us. But my view remains that the offer made by Lendable of waiving the entire debt outstanding, is fair and reasonable. I'll explain why.

Firstly, in terms of the Equality Act 2010, I must take this into account when deciding this complaint given that it's relevant law, which I have done. Ultimately, however, I have to decide this complaint based on what's fair and reasonable. So, if CX wants a decision that Lendable has breached the Equality Act 2010, then they'll need to go to court which they have indicated they are willing to do.

Turning now to the facts of this case, I understand CX is unhappy about their credit file being impacted but this is because they have missed payments and/or not paid the full contractual amount. I also appreciate what they say in terms of Lendable's action exacerbating their mental health and anxiety issues, but there is no evidence that its actions resulted in the missed payments. This seems to have been the result of CX's change in circumstances which they communicated to Lendable on several occasions.

So, as our investigator has said, I don't think Lendable has done anything wrong by reporting these matters to the relevant credit reference agencies. That said, I do agree compensation is payable in this case. But I think, on balance, the offer made by Lendable is a fair and reasonable outcome for several reasons. First and foremost, I think the relationship between CX and Lendable has broken down and this is something CX acknowledged in their initial submissions to us. And from what they have said in terms of a resolution at the start, they wanted the matter brought to a close. I consider Lendable's offer achieves this objective for both parties. From what I can see, and hear, even when CX is dealing with Lendable by phone they have found the experience distressing and upsetting. This is something they will no longer have to deal with under Lendable's offer.

Further, I think the compensation being offered by Lendable does directly benefit CX. They had the benefit of the money when they borrowed from Lendable in 2022. And its offer means CX will no longer be liable for the debt they accrued which now stands at just under £2,000.

I've also taken into account CX's submissions about the fact Lendable should be able to send emails in the correct text size. But as our investigator has explained, some of this at least, may be dependent on CX's email provider, as the text size has, on a few occasions, defaulted to a certain size on receipt. And from what CX has said, they don't want to receive anything by post and says Lendable should be able to overcome any technical issues with the emails it sends. But with the offer it has made this would not be needed or

necessary. I also think Lendable's offer does go some way in mitigating any costs CX said they incurred as a result of paying someone to read the emails for them.

In reaching my decision I've considered CX's other points, which revolve around how Lendable dealt with the financial difficulties they were facing and about the delay with answering their complaint. I think under all the circumstances, the offer Lendable has made covers any failings I can see it has made in this case and I won't be asking it to do anything further.

I know CX has said that they would be taking this matter further through the courts and has said that they want detailed information on how to pursue legal action against Lendable. CX will need to seek their own legal advice on how to pursue this matter through the courts. I've also noted CX's comments about bringing other complaints about Lendable and its actions. My decision makes it clear what I've considered and why I've reached the outcome I have. And from everything provided to me, I think this is a fair and reasonable way to resolve this matter.

My final decision

My final decision is that Lendable Ltd should honour its offer to CX and waive the full amount of the loan debt CX owes. Lendable Ltd should not seek any further payments from CX in relation to the loan agreement it had with them.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 14 January 2025.

Yolande Mcleod
Ombudsman