

## **The complaint**

Mr T complains about Lendable Ltd trading as Zable's decision not to raise chargeback claims on his behalf.

## **What happened**

In March 2024 Mr T made multiple purchases for goods on a digital application hosted by a platform provider (who I'll refer to as 'G' throughout this decision). Mr T says some of the goods received weren't as described and he requested refunds.

After two refunds were processed Mr T says his access to the digital application was blocked, and as a result he was unable to make use of other purchases.

Mr T complained to G and after it didn't resolve his dispute to his satisfaction he contacted Zable, as he'd used his Zable Mastercard credit card to pay for the goods.

Zable ultimately declined to raise chargeback claims on Mr T's behalf for the transactions he was disputing, saying it required further evidence. Mr T made a complaint about Zable's handling of his chargeback claim and it issued a final response in August 2024, setting out it hadn't made an error by not raising chargeback claims on his behalf. It said this as it hadn't received the evidence it says was required to meet the chargeback dispute conditions. It did however confirm it would credit Mr T's account with a payment of £25 to acknowledge delays in its handling of his complaint.

Unhappy with Zable's response Mr T referred his complaint to our service for review.

One of our investigators reviewed Mr T's complaint and didn't uphold it. He considered Zable had acted reasonably when deciding not to raise chargeback claims on Mr T's behalf. He said this as he considered to meet the chargeback dispute condition, Zable required evidence supporting Mr T's position that the goods received weren't as described. He said as Mr T hadn't been able to provide Zable with this evidence, that it had reasonably declined to raise chargeback claims on Mr T's behalf.

Zable accepted our investigator's view; Mr T didn't. He maintained his arguments as to why Zable acted unreasonably by not raising chargeback claims on his behalf; and made reference to his previous submissions to Zable and our service about why he wasn't able to provide the information it was requesting to support his claims.

Mr T asked for an ombudsman's review, so the complaint has been passed to me to decide.

## **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.

The information in this case is well known to Mr T and Zable; and I've seen our investigator set out the chargeback process and our service's approach to these types of cases within their correspondence. So, I don't intend to repeat this information here.

I've focused my decision on what I consider to be the key points of this complaint. I don't mean to be discourteous to Mr T or Zable by taking this approach, but this simply reflects the informal nature of our service.

I think it would be helpful for me to set out from the beginning that I've reached the same outcome as our investigator, for broadly the same reasons. I acknowledge this will be disappointing to Mr T.

As I've set out above, Mr T is unhappy Zable declined to raise chargeback claims on his behalf about a number of transactions made to G with his Zable Mastercard credit card in March 2024.

Mr T purchased 'in application' goods on a digital application via G, and says some of the goods received weren't as described. He's also told us that after he received two refunds for disputed transactions made on the same digital application and processed via G, that his access to the digital application was blocked. This meant he was unable to make use of other goods he'd purchased on the application.

In total Mr T was looking to claim around £480 across multiple transactions he'd made with his Zable credit card. Mr T has said two other credit card issuers have refunded him payments he'd made to G around the same time relating to the same digital application, after he'd raised similar disputes with these credit card issuers; and that it's only Zable that is declining to raise chargeback claims on his behalf.

As our investigator set out within their view, chargeback is a voluntary scheme controlled by the card scheme operator (in this case Mastercard) to look to resolve some disputes between cardholders and merchants. Zable, as the card issuer in this process, is bound by the card scheme operator's rules – and it must review the rules to decide if it considers a claim meets the chargeback criteria. As such, chargeback isn't a guarantee.

I've carefully thought about the chargeback rules Zable must follow, and its decision to decline to raise chargeback claims on Mr T's behalf. Having done so I don't find Zable has acted unreasonably by not raising chargeback claims.

I say this because Mr T's dispute is about the digital application provider's misrepresentation of the goods it was selling; and that the goods were therefore not as described. I consider the relevant chargeback dispute condition for this is 'Goods or services were either not as described or defective'.

One of the chargeback conditions of this dispute is 'Goods and services did not conform to their description'. In order to raise a chargeback claim the card issuer must supply documentation as to how each chargeback condition has been met. So, as part of a chargeback claim Zable needed to provide documentary evidence as to how the goods Mr T had purchased didn't conform to their description. As chargeback is an evidence based process, and Zable must follow the rules set out by Mastercard, I don't consider it acted unfairly in requesting evidence from Mr T of how the goods didn't meet the description provided by the digital application provider. I consider Zable reasonably concluded without this evidence it wasn't able to meet the requirements of the relevant dispute condition; and as such it was more likely than not that the chargeback claims wouldn't be successful.

Mr T has said he went on to look to dispute further transactions he'd made on the digital application via G. He did this on the basis that when his access to the application was blocked, he lost the ability to make use of the goods he'd purchased. This block appears to have happened within a matter of days of Mr T making these purchases.

However, in this situation Mr T had received the goods which it appears were as described. Having reviewed the Mastercard chargeback scheme rules I don't consider there is a relevant dispute condition for such situations. So, I therefore don't consider Zable could reasonably have looked to dispute these transactions under the chargeback scheme.

Our investigator went on to consider if Zable could have looked to support Mr T with disputing these transactions via other methods, such as through Section 75 of the Consumer Credit Act 1974 (S75) claims, for example. But as our investigator set out in their view, the individual transactions in dispute here don't meet the requirements of a S75 claim, as no single payment had a value of over £100. So, I don't consider Zable could reasonably have looked to pursue this dispute for Mr T under any other methods.

I acknowledge my decision will be disappointing for Mr T, especially as he says he's received favourable outcomes from other credit card issuers for similar circumstances. But in reaching my decision I must consider whether Zable has acted fairly and reasonably in the individual circumstances of this complaint. And for the reasons I've found above, I don't consider Zable acted unreasonably by not submitting chargeback claims on Mr T's behalf.

So, it follows I'm not directing Zable to take any further action in resolution of this complaint.

### **My final decision**

For the reasons set out above my final decision is that I'm not upholding Mr T's complaint about Lendable Ltd trading as Zable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 8 July 2025.

Richard Turner  
**Ombudsman**