

## **The complaint**

Mr W complains that Lendable Ltd trading as Zable, failed to delete his personal data from their records, resulting in him receiving unwanted marketing materials that he'd previously requested be stopped.

## **What happened**

Mr W, following what I believe was an aborted credit card application, provided Zable with personal information, which they recorded on their systems.

Shortly after, Mr W requested that Zable remove all of his personal data from their records, and he said he didn't want to receive any marketing materials from them. He then emailed Zable saying that any further receipt of marketing material, would result in them having to pay him a daily fee of £100 from the point of issue of each item.

Zable responded. They explained they would delete most of Mr W's personal information, which would prevent him from receiving further marketing material, but they said they were required to keep some material for security and anti-money laundering purposes for a set period of time.

Following Mr W's request, he continued to receive marketing material, despite Zable's assurances, so he complained. He said that in Zable acknowledging receipt of his email requesting the £100 daily fee, and not objecting, that this had formed a legally binding contract. He therefore thought he should be compensated in the region of £15,000 based on these figures.

Zable responded. They said they could now confirm that no further marketing or processing would be performed using Mr W's data; and, that once the legal retention period had expired, his remaining data would be permanently deleted from their system. They offered Mr W £75 in compensation - £50 for sending the unwanted material, and a further £25 for the delay in responding to his complaint.

Unhappy with Zable's response, Mr W brought his complaint to our service.

While the complaint was with us, further materials were sent to Mr W, so Zable agreed to increase the total compensation to £125. An investigator considered Mr W's complaint. He accepted there were shortcomings on Zable's part, but ultimately, he felt the actions Zable had taken, along with their compensation offer of £125, was reasonable in the circumstances. He didn't think the sum suggested by Mr W was fair.

Zable accepted the investigator's findings, but Mr W didn't, and he maintained that the level of compensation due should be significantly higher.

So, as the parties are still in disagreement, the case has been passed to me, an Ombudsman, 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.

Having done so, and while I accept this may be disappointing for Mr W, I've reached broadly the same conclusions as the investigator, and for broadly the same reasons.

As Mr W has rightly pointed out, it's not in dispute that there were errors made by Zable that resulted in unwanted materials being sent to him, which he'd previously requested were stopped. So, what remains to be decided, is what needs to be done to put things right, and what compensation, if any, is due.

Mr W requested communications be stopped, but despite doing so, the actions Zable took didn't resolve the issue, and communications continued to be sent. It's disappointing to see that despite Zable's assurances within their final response, stating that this issue had now been resolved, a further three items of marketing material were then also sent to Mr W. I accept this must have been extremely frustrating.

At the point of reviewing a complaint, normally, I can only look at the matters that have taken place up until the point a business issues its final response. Zable have, however, consented to me also considering the complaint about the additional three items of correspondence that were sent. So, I've taken these into account when considering redress.

Looking at what Zable needs to do to put things right, Zable have again confirmed that the steps they have now put in place will stop further communications being sent. So, at this point, as things stand, I'm accepting Zable's assurances that the issue at hand has now been resolved, and that no further communications will be sent to Mr W. That being said, Mr W reserves the right to raise further complaints, should there be any repeat occurrences of this issue.

I can understand why, given Mr W's previous requests to remove his information from Zable's systems, that continuing to receive further communications would have been distressing. I also appreciate, that given the assurances Zable had given, for Mr W to then receive further communications again, would have eroded Mr W's confidence in Zable's ability to put these matters right, and this frustration would be further exacerbated by Zable's failure to then respond to his complaint in a timely fashion.

But aside from the sheer inconvenience, and frustration that these letters would have caused, I can't see any material loss that Mr W experienced, other than this matter being a particular annoyance, and something that would have taken up unnecessary time to resolve. So, while frustrating, I don't think the compensation due in this regard should be significant, but more of an apology for things that hadn't gone as they should have.

So, while I appreciate this will not be the outcome Mr W is hoping for, when considering the failings made by Zable, and the impact this matter has had; and, given I've not seen sufficient evidence to persuade me that Zable's acknowledgment of receipt of a communication from Mr W equates to acceptance of a legally binding contract, I don't think the figures put forward by Mr W in respect of compensation are reasonable. And instead, I think the figure of £125 is more in line with what I would award for similar complaints.

So, if they haven't already, Zable should pay Mr W £125 to compensate him for the distress caused. I'd also expect to see that whatever actions Zable have now taken to put a stop to these materials being sent to Mr W moving forward are effective. If, however, these

communications continue, Mr W will of course, be entitled to raise a complaint about any further instances that occur.

### **My final decision**

My final decision is that I uphold Mr W's complaint. If they haven't already, Lendable Ltd trading as Zable should pay Mr W £125 compensation for the distress this matter caused, and take action to ensure no further communications are sent to Mr W.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 November 2025.

Brad McIlquham  
**Ombudsman**