

THE COMPLAINT

Mr C complains that Lendable Ltd (trading as Zable) will not reimburse him money he says he lost when he fell victim to fraud.

WHAT HAPPENED

The circumstances of this complaint are well known to all parties concerned, so I will not repeat them again here in detail. However, I will provide an overview.

On 2 June 2025, Mr C's Zable credit card and PIN code were used to make a payment of £1,399 ("the Transaction") in an Apple store. Mr C denies authorising the Transaction.

Mr C disputed the above with Zable. When Zable refused to reimburse Mr C, he raised a complaint, which he also referred to our Service. One of our investigators considered the complaint on two separate occasions and did not uphold it. Zable accepted this, but Mr C did not.

As Mr C did not accept the investigator's findings, this matter has been passed to me to make a decision.

WHAT I HAVE 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, I find that the investigator at first instance was right to reach the conclusion he did. This is for reasons I set out in this decision.

I would like to say at the outset that I have summarised this complaint in far less detail than the parties involved. I want to stress that no discourtesy is intended by this. If there is a submission I have not addressed, it is not because I have ignored the point. It is simply because my findings focus on what I consider to be the central issues in this complaint.

Further, under section 225 of the Financial Services and Markets Act 2000, I am required to resolve complaints quickly and with minimum formality.

Issue(s)

Under the Payment Services Regulations 2017 ("the PSRs"), two conditions must be met for a payment to be authorised: authentication and consent. Based on the technical evidence provided by Zable, I am satisfied the Transaction was authenticated. I address consent below.

Mr C disputes that he authorised the Transaction. In other words, Mr C says he did not consent to the money leaving his account. Therefore, the issue I must decide, on the balance of probabilities, is whether a third-party made the Transaction without Mr C's consent.

If I find that Mr C did not consent, he may be entitled to a refund. If I find that Mr C did consent – either because he made the Transaction himself or because he provided authority to someone else to make it – he will be liable for the Transaction and not entitled to a refund.

Key findings

Mr C's physical credit card and PIN code were used to make the Transaction.

Mr C says that on the day the Transaction was made, he “*might*” have lost his wallet while travelling to or returning from McDonald's. His suggestion is that a third party may have obtained his card in this way. While this could explain how a third-party came into possession of Mr C's card, it does not explain how they acquired his PIN code. Mr C says: “*I had some papers in my wallet, but I am not sure if I had my password among those papers[,] [j]ust to help me remember my passwords, I used the same password for all my cards.*”

In his submissions to our Service, Mr C has not clarified whether he did, in fact, write down his PIN in his wallet, nor has he sought to expand on this point.

Mr C's PIN code was viewed in the Zable banking app not long before the Transaction was made. It could be argued that this is how a third-party became aware of Mr C's PIN. However, I do not accept this argument, as Mr C has not provided any explanation or evidence to show how his mobile device could have been compromised.

Mr C argues that Zable ought to have stopped the Transaction while it was pending. However, this was not something Zable was able to do once the Transaction was in that status – something which is common with payments. Mr C has also referred to how his other banks responded to alleged fraudulent activity on his cards around the same time as the Transaction. I am unable to comment on those matters, and in any event, they have no bearing on this complaint, as my decision must be based solely on the facts relevant to this case.

Taking all the above points together, and in the absence of any compelling evidence indicating compromise, I am not satisfied, on the balance of probabilities, that the Transaction was made by a third-party without Mr C's consent. The evidence before me suggests that it is more likely than not that Mr C consented to the Transaction – either by making it himself or providing authority to someone else to do so. Accordingly, I do not find it unfair of Zable to hold Mr C liable for the Transaction.

Given my findings, I do not consider it necessary to address recovery or whether Zable ought to have intervened in the Transaction as Mr C argues. However, for completeness, I find that Mr C has no chargeback or section 75 rights in this matter. I also would not have expected Zable to intervene in the Transaction, as it was made to a well-known retailer, was not particularly high in value, and it is not unusual to see a credit card used for a one-off retail purchase.

Conclusion

Taking all the above points together, I do not find that Zable has done anything wrong. Therefore, I will not be directing Zable to do anything further.

In my judgment, this is a fair and reasonable outcome in the circumstances of this complaint.

MY FINAL DECISION

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 16 February 2026.

Tony Massiah
Ombudsman