

## **The complaint**

Miss L complains that Lendable Ltd trading as Zable ('Zable') didn't refund charges and interest applied to her credit card account.

Miss L wants a refund of £73.35, compensation for her distress and inconvenience, an apology and for her vulnerability to be recognised.

## **What happened**

In July 2025 Miss L complained to Zable. She wanted Zable to refund charges and interest applied to her credit card account between October 2023 and June 2024. She explained she had been severely mentally impaired in this period and had struggled to manage her finances. Miss L told Zable about her disability and asked them to record her vulnerability.

Zable did not uphold Miss L's complaint. They said the charges were applied in line with her credit card agreement. They confirmed they had added a vulnerability marker to Miss L's account and offered support going forward.

Miss L then referred her complaint to the Financial Ombudsman Service. She said Zable failed to act reasonably after she disclosed her vulnerability and missed opportunities to offer flexibility or redress. She argued that the charges could be challenged under the Equality Act 2010 and under relevant Financial Conduct Authority ('FCA') rules (including CONC 7.2 and 5D from the Consumer Credit Sourcebook).

Our investigator reviewed the information from both parties but didn't recommend Miss L's complaint be upheld. Our investigator thought Zable had acted fairly because they hadn't known about Miss L's circumstances until July 2025. Our investigator didn't agree Zable were obliged to refund charges and interest that were applied in line with the credit card agreement.

Miss L strongly disagreed and sought an ombudsman's decision. She said she was harmed by the psychological effect of Zable's fees, their inflexible communication, and their refusal to acknowledge her condition and how it affected her ability to pay.

Miss L said that CONC 5.2A and 7.2 require firms to identify vulnerability even where a customer has not explicitly disclosed it. She argued that Zable's actions amounted to disability discrimination because:

- she was charged fees that were caused by behaviour linked to her disability, without objective justification
- Zable failed to make reasonable adjustments by refusing to review or waive the charges once aware of her condition
- the standard application of charges disproportionately affects people with mental-health-related payment difficulties.

The matter then came 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.

Having considered everything, I broadly agree with our investigator's findings. I've decided not to uphold Miss L's complaint. I'll explain why.

I recognise how important this matter is to Miss L and I'm grateful for the clear way she has set out her concerns.

Given the points Miss L has raised I think it's important to explain the scope of my powers. I can only consider the complaint Zable has already addressed. Miss L's allegations about direct and indirect discrimination, and failure to make reasonable adjustments, were not raised with Zable. It may help Miss L to know that the Financial Ombudsman Service can't determine whether discrimination laws have been breached, as that's the role of the courts. But what we can do is look at whether a business has treated their customer fairly.

To reach a fair and reasonable outcome to Miss L's complaint, I must take into account relevant law (including the Equality Act 2010), any relevant rules, regulations and codes of practice as well as what I consider to have been good industry practice at the time.

I'm not persuaded CONC 5.2A (considerations at the time of a creditworthiness assessment) or CONC 5D (in relation to overdraft accounts) are relevant to resolving this complaint.

But I've considered CONC 7.2, which requires *"fair and appropriate treatment of customers who the firm understands or reasonably suspects to be vulnerable."*

And I've considered the FCA's 'Guidance for firms on the fair treatment of vulnerable customers' which says:

*"3.9 Firms should ensure that staff have the skills and capabilities to recognise vulnerability and respond appropriately to individual consumers' needs so they can treat them fairly. Staff should be capable of recognising and responding to needs:*

- *where the consumer has told the firm about a need*
- *where there are clear indicators of vulnerability or*
- *where there is relevant information noted on the consumer's file that indicates an additional need or vulnerability."*

*"3.11 Staff should take steps to encourage disclosure where they see clear indicators of vulnerability (see below) but are not expected to go further than this to proactively identify vulnerability."*

I've also considered the Money Advice Liaison Group's 'Good practice awareness guidelines for helping consumers with mental health conditions and debt', which are available here: <https://malg.org.uk/wp-content/uploads/2017/03/MALG-Debt-and-Mental-Health-Guidelines-2015.pdf>.

On page 13, the guidance says:

*"1.1 Firms should consider their processes and systems to ensure that, from the point at which they understand or reasonably suspect the existence of a mental health condition, they can be responsive to a consumer in financial difficulties."*

**1.2** *The firm needs to take steps to establish whether the mental health condition affects a consumer's ability to manage money and debt, based on relevant testimony to be provided by the consumer and/or their representative, carer or social and health caseworker."*

I think Zable acted fairly in identifying and responding to indicators of vulnerability. When Miss L missed payments, they contacted her to say, "*We're here to help*" and offered support with "*a range of solutions that can be tailored to your circumstances.*" They provided different ways for her to contact them, so I don't agree communication was inflexible.

Zable did not know about Miss L's condition until July 2025. Once they did, they recorded it with her consent and offered support going forward. I think that was fair and in line with guidance. I would not expect them to assume Miss L had a disability simply because she missed payments.

While Zable are under a duty to make reasonable adjustments, this is to remove barriers to accessing their services. I don't agree this duty requires them to refund charges correctly applied at a time when they didn't know about Miss L's disability.

Miss L has pointed out that other businesses have refunded her in similar circumstances, but I can only consider Zable's actions. I think refunding fees and interest is a matter for Zable's discretion.

I think Zable fairly considered Miss L's request and reasonably explained why they didn't agree it was appropriate to waive the £73 charges and interest retrospectively. They noted Miss L's account was up to date, so forbearance measures were not relevant at the time. Zable said that if Miss L's financial position changed, or she needed other support, she could contact them.

Overall, I'm not persuaded Zable have treated Miss L unfairly in these circumstances. I acknowledge Miss L is very unhappy with Zable's service but I'm not asking Zable to take further action on this occasion.

### **My final decision**

For the reasons I've outlined, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 10 March 2026.

Clare Burgess-Cade  
**Ombudsman**