

## **The complaint**

Miss A complains that Lendable Ltd trading as Zable irresponsibly lent to her.

## **What happened**

Miss A was approved for a Zable credit card in May 2024, with a £350 credit limit. Miss A says she had a Debt Management Plan (DMP) in place at the time. The credit limit was increased to £800 in September 2024, and it was increased for a final time to £1,300 in April 2025. Miss A says that Zable lent to her irresponsibly, and they allowed her to gamble with the card, and she made a complaint to Zable.

Zable did not uphold Miss A's complaint about irresponsible lending, but they upheld a complaint point about the time it took to respond to her, and they paid £15 to her Zable account to acknowledge this. Zable said as a goodwill gesture and given the presence of gambling transactions on the account, they would refund interest charged of £193.09. Zable said that this would cover the interest accrued over the initial £350 credit limit. They said they would move Miss A to a payday plan and freeze the interest indefinitely until the balance was paid off. Miss A brought her complaint to our service.

Our investigator did not uphold Miss A's complaint. She said that Zable's checks were proportionate, and they made fair lending decisions. She said that regarding the gambling transactions, the merchant who Miss A identified as a gambling company were not categorised as a gambling company by their merchant code, therefore Zable wouldn't be aware of their true identity unless notified by Miss A.

Miss A asked for an ombudsman to review her complaint. She made a number of points. In summary, she said that in a final response issued in September 2025, Zable included inconsistent and incorrect information regarding gambling transaction refunds, in May 2025 she contacted Zable to explain she was struggling with her gambling addiction and payments were still being processed to gambling firms, and for Zable to stop these transactions, however they told her they could not do this, and they could only freeze her card for her instead. Miss A said that she was already in a DMP when she was approved for the Zable credit card and Zable caused her emotional and financial harm by their actions.

## **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.

Firstly, I'm aware that I've only summarised Miss A's complaint points. And I'm not going to respond to every single point made by her. No discourtesy is intended by this. It simply reflects the informal nature of our service as a free alternative to the courts. If there's something I haven't mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach what I think is a fair outcome.

Miss A has mentioned inconsistencies and inaccuracies in the communication Zable sent her in September 2025. But as this was part of a separate complaint she made to them, I'm

unable to investigate this as part of the original complaint that she brought to us. If Miss A feels inclined to, then she may wish to complain to Zable about this directly. If she is unhappy with the response that they provide her regarding this separate complaint point, then she may be able to bring this separate complaint point to our service.

Before agreeing to approve or increase the credit available to Miss A, Zable needed to make proportionate checks to determine whether the credit was affordable and sustainable for her. There's no prescribed list of checks a lender should make. But the kind of things I expect lenders to consider include - but are not limited to: the type and amount of credit, the borrower's income and credit history, the amount and frequency of repayments, as well as the consumer's personal circumstances. I've listed below what checks Zable have done and whether I'm persuaded these checks were proportionate.

#### *Acceptance for the Zable credit card*

Zable used information from a Credit Reference Agency (CRA), and Miss A to decide whether to accept Miss A for the Zable credit card. Miss A declared that she received £1,320.80 net monthly income, which Zable were able to verify using an income verification tool.

The CRA did not report that Miss A was in a DMP at the time of the checks, so I can't fairly say that Zable should have been aware of this. I can see that the CRA had reported that Miss A had defaulted on accounts previously though, albeit there were no defaults in the 12 months prior to the Zable account being applied for.

It may help to explain here that, while information like a default on someone's credit file may often mean they're not granted further credit – they don't automatically mean that a lender won't offer borrowing. So I've looked at what other checks Zable made to see if they made a fair lending decision.

Miss A appeared to have active unsecured debt of around £3,767 at the time of the checks, so it wouldn't appear that she was overindebted at the time of the checks. But at the time of the checks, I note that Miss A was one month in arrears on an account. This could have been an oversight from Miss A, or alternatively this could have been the result of financial difficulty from Miss A. So I'm persuaded that Zable should have made further checks to ensure that Miss A could afford sustainable repayments towards a £350 credit limit.

There's no set way of how Zable should have made further proportionate checks. One of the things they could have done was to contact Miss A to find out why she was in arrears on an account, and to ensure she could afford the repayments on the Zable credit card. Or they could have asked for her bank statements as part of a proportionate check to ensure the lending was sustainable and affordable for her.

I asked Miss A if she could provide me with her bank statements for the three months leading up to this lending decision. But Miss A did not provide these to me by the deadline I set, even though I extended the deadline for her.

So on the face of it, it does look like Zable should've looked more closely into this. But as my role is impartial, that means I have to be fair to both sides and although I'm satisfied that Zable should've done more checks here – I can't say whether further checks would've revealed further information which means they wouldn't have lent. So as Miss A hasn't provided me with all of the information I asked her for, that means that it wouldn't be fair for me to say that Zable shouldn't have lent here, because I don't know what further checks would reveal.

*September 2024 credit limit increase - £350 to £800*

A CRA reported that Miss A's active unsecured debt was showing as being between £5,101 - £5,200, which was higher than at the account opening stage, but not significantly higher. Miss A was showing as having no accounts in arrears at the time of these checks.

But Zable would have also been able to see how Miss A operated her account since it had been opened. Miss A did not incur any late or overlimit fees since the account had been opened. In addition to this, Miss A made higher repayments every month than her minimum repayment needed on the account, which I wouldn't expect Miss A to be able to make higher repayments than what she needed to repay if she was struggling financially, and it could suggest she had the affordability to be able to sustainably make repayments for a higher credit limit.

So I'm persuaded that Zable's checks were proportionate, and they made a fair lending decision here.

*April 2025 credit limit increase - £800 to £1,300*

A CRA reported that Miss A's active unsecured debt had fallen between £2,301 - £2,400, which was a lot lower than at the last lending decision, which could suggest that not only did Miss A have the affordability to service her debts, but also the affordability to reduce her debts also. Miss A was showing as having no accounts in arrears at the time of these checks.

Zable would have also been able to see how Miss A operated her account since the last lending decision. It does not appear that Miss A incurred any late or overlimit fees since the last lending decision. But I do note her outstanding balance was £801 on her December 2024 statement, while her credit limit was £800. But here, it appears that this was an oversight as the interest added to the account caused it to exceed the credit limit, and Miss A made repayments the following month totalling £822.

Miss A made higher repayments every month than her minimum repayment needed on the account, which again I wouldn't expect Miss A to be able to make higher repayments than what she needed to repay if she was struggling financially, and it could suggest she had the affordability to be able to sustainably make repayments for a higher credit limit.

So I'm persuaded that Zable's checks were proportionate, and they made a fair lending decision here.

I've considered what Miss A has told us about the impact the lending had on her, and I can empathise with what she's told us regarding her gambling addiction and her health. I'm pleased to hear that Miss A has been receiving help to address this. I've considered whether Zable could have and should have done anything further to assist Miss A.

Prior to the last credit limit increase, I could not identify that Miss A made any gambling transactions to recognisable gambling companies. As Miss A is aware, Zable would automatically block transactions to companies who identify themselves as a gambling company through their merchant code.

But even though Miss A made a number of transactions to companies in May 2025 (one of these companies is showing also on the April 2025 statement, albeit it is not a recognisable gambling company), these companies did not use the right merchant classification code. So I can't fairly hold Zable responsible for this.

I have viewed Miss A's communication with Zable in May 2025, and specifically where she asks them if they can block payments going to five companies which she says they are going to the same website. On 19 May 2025, Zable told Miss A that they are unable to block specific merchants but they could block her card if she wants.

Miss A does not appear to respond to this message. But what I do notice is that Miss A's last transaction to a company she says was for gambling was on 18 May 2025. So when she was aware of Zable's response, she didn't use the Zable card to make these transactions again, therefore I can't fairly say that Zable's response caused her harm on the basis she didn't spend any more money with these companies.

In addition to Zable offering to block her card, when Miss A complained to them in June 2025 – after all of the transactions had been made, they did refund her with all of the interest she paid on the account over the initial credit limit. This would also include a refund of interest for non-gambling related transactions, which Zable were not required to do this. And they also froze her interest on the account indefinitely, which again, there was no requirement for them to do this.

So I do think that Zable tried to assist Miss A here (albeit it may not have been in the exact way that Miss A hoped they would assist her), and I'm persuaded the £15 for the delay in response was proportionate also with the interest refund they provided her and moving her to a paydown status which would prevent her spending with these merchants with Zable moving forward.

I've also considered whether the relationship might have been unfair under s.140A of the Consumer Credit Act 1974. However, for the reasons I've already given, I can't conclude that Zable lent irresponsibly to Miss A or otherwise treated her unfairly in relation to this matter. I haven't seen anything to suggest that Section 140A would, given the facts of this complaint, lead to a different outcome here.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 6 February 2026.

Gregory Sloanes  
**Ombudsman**