

## **The complaint**

Mrs V has complained about how Lendable Ltd trading as Zable (Zable) handled her refund claims.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

## **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.

I've read and considered the evidence submitted by the parties but won't comment on it all – only the matters I consider to be central to this complaint. This isn't intended as a discourtesy but reflects my role in resolving disputes informally.

It's important to note that Zable aren't the provider of the services here – so in deciding what is fair and reasonable, I'm looking at their particular role as a provider of financial services. In doing so I note Mrs V contacted Zable to raise chargebacks for several disputed transactions. So in deciding what is fair and reasonable I've focused on this.

As a summary, Mrs V has complained about transactions made using her Zable credit card between July and August 2025 to various gambling service providers. Mrs V has said that she had a gambling block in place and these shouldn't have been allowed through.

Zable didn't progress her chargeback claims as they didn't think there was a reasonable prospect of success under the card issuer (Mastercard) rules. They said the gambling providers didn't have a merchant category code (MCC) identifying their services as gambling

I've considered the relevant chargeback rules and I'm not persuaded there would've been a reasonable prospect of success under the scheme rules in the circumstances of this case. In addition, I'm also aware that the onus sits with the acquirer to ensure that merchants are using the correct codes to identify themselves.

In terms of the use of an incorrect MCC, this isn't as straightforward as it may appear, as merchants can offer a wide range of services and so there may be multiple codes under which they can be identified.

In Mrs V's case, while I don't doubt the websites she used allowed her to gamble. I've not seen any evidence to show that these were the only services they provided or that the MCC used didn't reasonably reflect the overall nature of the merchant's services. And so if they weren't, they wouldn't have been blocked by Zable in any event.

In addition, it would reasonably be for Mrs V to provide evidence to support that the transactions were exactly what she claimed they were and weren't what the MCC indicated they were. So she would've needed to show that the transactions being considered had all been misrepresented.

This would generally be a difficult thing to demonstrate. Quite often, these sorts of gambling accounts can be closed by the websites directly when disputes occur as well.

In summary, I can't agree that Zable could've proactively blocked these sites as they would've needed to see evidence first that the services provided were different from the codes used. Zable wouldn't reasonably be expected to review all transactions proactively in this manner and I don't think it would be reasonable to expect this. I would expect, however, for Zable to act appropriately when they have sufficient evidence that a MCC code is incorrect for further transactions to be blocked.

In Mrs V's case I've not seen any evidence that they would've known to block these transactions proactively. I do empathise with Mrs V's situation but for the reasons explained, I won't be asking them to do anything more regarding the chargeback claims.

I also note that our investigator briefly mentioned Section 75 (S75) of the Consumer Credit Act 1974 (CCA) and the fact they didn't think Zable did anything wrong in not considering a claim under S75. I agree and as I've not seen sufficient evidence that the gambling providers breached their contract with Mrs V or made a misrepresentation to her, I don't think it applies here. I therefore won't be asking Zable to do anything more.

### **My final decision**

For the reasons explained I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 20 April 2026.

Viral Patel  
**Ombudsman**