

The complaint

Mx B complains that Lendable Ltd trading as Zable (“Zable”) has failed to help her recover money she paid for a hotel booking that she says was misrepresented to her. Mx B is also unhappy about the conduct of one of Zable’s staff members.

I am partially upholding Mx B’s complaint.

What happened

In December 2024, Mx B booked a holiday with a company I’ll call ‘P’. Mx B paid P £774.63 for the booking using her Zable credit card. Mx B says she booked a private room for one guest only with an oceanfront view. However, when Mx B arrived at the hotel, she says she was shocked to find that the assigned room was already occupied by other individuals and had a back garden view.

Mx B contacted the hotel, but they didn’t offer to help her. So, Mx B checked out of the hotel and made alternative plans.

On 16 January 2025, Mx B contacted Zable asking for a refund of the money she’d paid P. She sent Zable photos of the hotel room after she arrived there, on their App.

Zable e-mailed Mx B on 20 January 2025 asking for further documentation to support the claim, this being a copy of the booking confirmation/invoice, a detailed description of the booked service and what was received, and all correspondence with the hotel.

Mx B e-mailed Zable the following day providing a copy of the booking confirmation and WhatsApp message screenshots, which showed her attempts to resolve the issue with the hotel. Mx B also mentioned the hotel’s staff harassed her by using offensive language, targeting her gender identity which caused significant distress and fear.

Mx B told Zable she was entitled to a full refund under Section 75 of the Consumer Credit Act 1974 (s75) as the service provided didn’t match the description or the contract she entered with P.

Mx B then e-mailed Zable on 29 January 2025 following a phone conversation she had with one of their agents the day before. Mx B said the agent subjected her to transphobic, negligent and unprofessional treatment. She said the agent failed to call her as agreed and then hung up on her when she eventually called her. Mx B said the agent intentionally misgendered her by calling her ‘Sir’, and that the agent improperly handled matters by failing to proceed with the s75 claim by saying she would first process a standard card dispute.

Zable didn’t uphold Mx B’s complaint. They said it was reasonable for them to ask Mx B for further information to support her claim and didn’t think they had delayed matters in doing so. Zable also didn’t think their agent had discriminated against Mx B during the phone call of 28 January 2025, and felt the agent had maintained a professional standard when speaking with Mx B.

Zable said they would continue progressing Mx B's claim provided she send them the e-mail exchange between her and the hotel.

Mx B wasn't happy with Zable's response and referred the matter to our service.

Investigator's view

One of our investigators looked into what happened but didn't think Zable needed to do anything to put things right. In summary, she didn't think Zable failed to appropriately consider Mx B's disability or failed to make any reasonable adjustments, as Mx B hadn't made any specific requests about this. Our investigator also felt Zable's agent hadn't misgendered Mx B or was aggressive towards her. And she felt Zable's request for information from Mx B about the claim was reasonable given the nature of the dispute, which meant Zable weren't able to complete their investigation as a result.

Mx B didn't agree and so her complaint was passed to me for a decision.

I issued my provisional decision on 23 January 2025, in which I said the following and which forms part of my final decision:

'How Zable dealt with the substance of Mx B's claim

I'll firstly deal with the circumstances of the claim Mx B brought to Zable about the hotel booking.

Mx B says she booked a hotel room on the basis that it was a private room for one guest only and had an oceanfront view. So, Mx B was essentially saying the hotel room wasn't as described.

It seems to me that Zable's actions about the claim from the outset were a bit muddled. They sent Mx B a fraud questionnaire when Mx B wasn't making a fraud claim. Her claim was that something she had booked wasn't what had been agreed at the time of the booking.

Zable also didn't make it clear to Mx B on what basis they were considering the dispute. I say this noting that Mx B told Zable she was making a s75 claim, but it seems Zable were considering whether to raise a chargeback.

I say 'seems' as it doesn't appear to me that Zable told Mx B this was what they were considering and only clarified that to us after we took Mx B's case on to investigate.

When Mx B e-mailed Zable on 21 January 2025, she had sent in the final pieces of evidence of information she wanted them to consider. That was the copy of the booking confirmation, the WhatsApp messages between her and the hotel and photographs of the hotel room taken after Mx B had checked in. I think by this point, Zable had enough information to determine what to do with the claim. It seems though that Zable wanted further information from Mx B, in the form of the e-mails between her and the hotel showing that she tried to resolve the issue with them. However, Mx B had already sent a copy of WhatsApp messages between herself and the hotel, and I think this was sufficient to show Mx B had tried to resolve the matter but was unsuccessful in doing so. Not only that, Mx B had made it clear to Zable that she had submitted all relevant evidence to them to consider.

If, as I suspect, Zable were considering raising a chargeback at that point, then I think the bar for evidential requirements for the chargeback code 'not as described' under the relevant card scheme had been met. However, I don't think a chargeback would have been

successful even though I think Zable failed to act as they should have at the time. I say this because the hotel had already told Mx B they wouldn't be refunding her, and I think it more likely than not that they would have continued to defend their position in the same way had a chargeback been raised. Zable would then have needed to decide whether to pursue the chargeback through arbitration.

However, it's difficult for me to conclude this would have been successful bearing in mind the photographs Mx B presented as evidence didn't really prove whether the room wasn't as 'described', as it wasn't possible to show whether these were other people's belongings as Mx B had claimed. So, I can't say it was more likely than not the chargeback would have succeeded had Zable raised it.

I've considered as part of that, the e-mail Mx B received from the hotel which said they would have asked her to leave had they been aware of Mx B's gender identity. I completely appreciate how upsetting receiving those comments from the hotel were for Mx B. But the claim Mx B made was about the hotel not being 'as described', and however offensive the comments were, that had no bearing on the substance of the claim Mx B had made via Zable.

I've focused above on what likely would have happened had Zable handled the chargeback more appropriately. I do though come back to the point that Mx B had made it clear she was making a s75 claim, and that Zable didn't make it clear they were considering something else.

Zable considering section 75 claim

I've therefore gone on to consider whether Zable handled Mx B's s75 claim reasonably, taking into account they haven't yet given an answer to this (which I think likely was in part due to the somewhat muddled approach they took initially).

S75 says that, in certain circumstances, if Mx B paid for goods and services, in part or whole, on her Zable credit card, and there was a breach of contract or misrepresentation by the supplier, Zable can be held responsible.

For a valid claim under s75, certain criteria must be met. I'm satisfied the criteria were met for Mx B to make a s75 claim and I note Zable hasn't sought to say otherwise.

The Consumer Rights Act 2015 (CRA) is relevant legislation to consider as part of a s75 claim like this. This states that a business needs to provide its services with reasonable care and skill. It also sets out certain remedies that may apply for any failure of a business to comply with this, such as the right to repeat performance or the right to a price reduction. Mx B's dispute with the hotel related to a claim for breach of contract – specifically that what was promised wasn't delivered or as described. I have though already mentioned that the photographs Mx B submitted don't really prove whether the hotel room was already occupied by other individuals. And the photographs don't show the outside of the hotel, such that it would be reasonable to conclude there was a breach of contract that Mx B was promised an oceanfront view, which wasn't then provided. I've also considered Mx B's comments about how the hotel staff treated her. But I can't fairly hold Zable liable under s75 for what are essentially customer service issues, even if they were proved to be true.

I don't think Zable handled the substance of Mx B's s75 claim particularly well, as they still haven't given an answer to this, despite Mx B submitting everything she wanted to submit. But I don't think it likely that Zable would have upheld it anyway. I don't think there is enough evidence to support that a breach of contract or misrepresentation occurred.

Call with Zable

I've considered the conduct of Zable's agent when they dealt with Mx B's claim during the phone call of 28 January 2025. Mx B said the agent intentionally misgendered her and acted aggressively throughout.

I've listened to a recording of the conversation that took place. I haven't heard though that the agent called Mx B, 'Sir', as alleged. So, I haven't been persuaded that the agent misgendered Mx B. I also don't think the agent acted aggressively or dismissively towards Mx B. In my view, the agent's tone was polite and professional. It was clear that the call had deteriorated as it went on, and the agent did hang up on Mx B. However, I think this was so that matters didn't deteriorate even further as it was clear Mx B was getting frustrated with the agent.

Overall, I haven't found that Zable's agent acted unreasonably during the phone call.

Discrimination and the Equality Act 2010

I've also considered Mx B's contention that Zable failed to make any reasonable adjustments for her, such that they breached the Equality Act 2010. I've taken the Equality Act 2010 into consideration given that it's relevant law, but I can't for example make a finding that Zable breached this Act as that is a matter for a Court to decide. I can though assess whether Zable acted fairly towards Mx B with the provisions of the Act in mind.

Mx B says Zable didn't appropriately consider her disability or make any reasonable adjustments. I haven't though seen sufficient evidence that Mx B made Zable aware that she required any specific adjustments or that they should engage with her in a particular way because of her disability, until her e-mail of 29 January 2025 in which she said she found it difficult to retain verbal instructions over the phone. I haven't seen though that Zable then acted in such a way that they ignored Mx B's request and note that their final response letter about the complaint was sent shortly afterwards.

Having considered the evidence, I don't find that Zable failed to treat Mx B reasonably or fairly in relation to what she had disclosed to them.

Summary and provisional award

For the reasons I've set out above, I provisionally find that Zable didn't appropriately handle the claim Mx B brought against it in relation to her dispute against P. As a result, I think it fair that they pay Mx B compensation for the inconvenience this caused her.

I currently think that £100 is a fair amount.

I don't though provisionally find that Zable otherwise acted unfairly or unreasonably towards Mx B'.

I asked Mx B and Zable to send me any further evidence or comments they wanted me to consider.

Mx B replied saying she agreed with my provisional decision.

Zable didn't agree with my provisional decision. They said they didn't think they had handled Mx B's claim inappropriately. Zable said they had initially considered a chargeback claim before potentially proceeding with a s75 claim, and that we had agreed that this process was in line with what our service would expect. Zable also said Mx B hadn't provided them with sufficient evidence to prove there had been a breach of contract, and they said they had appropriately requested additional information from her.

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'd like to thank Mx B and Zable for their responses to my provisional decision.

I've noted what Zable has said about how they handled Mx B's claim. However, I still think they could have handled this better. As I said in my provisional decision, Zable didn't explain to Mx B that they were considering a chargeback and Mx B had made it clear she wanted to raise a claim under s75. While I agree that our service would expect a business to consider chargeback and s75 options, we would also expect that a business makes it clear to a customer what they are considering and when. And I don't think Zable did that.

I still also think Mx B had made it clear to Zable that she had provided all the evidence she wanted to provide to support her s75 claim. So, Zable should have given Mx B their answer on this rather than no answer at all.

As a result, I'm satisfied that Mx B should be paid compensation for Zable's lack of clarity.

Putting things right

Zable should pay Mx B £100 for the inconvenience she was caused by Zable's handling of her claim.

My final decision

I uphold this complaint in part and direct Lendable Ltd trading as Zable to pay Mx B £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 12 March 2026.

Daniel Picken
Ombudsman