

The complaint

Miss J complains about the way Lendable Ltd trading as Zable dealt with a chargeback claim she made.

What happened

Miss J has explained that in August 2023 she broke down after misfuelling her car whilst attending a festival. Miss J says she thought she had breakdown cover already but didn't. Miss J spoke with a business that provides roadside repairs and recovery (A) while on the side of the road. Miss J says she made a payment of £158.40 which covered a one off callout charge and her membership subscription.

A recovery driver attended Miss J's vehicle and she's told us they agreed the wrong fuel had been used. The recovery driver said they were unable to fix the issue at the side of the road. Miss J says the recovery driver asked if she knew of any local garages to take the vehicle to but she didn't as she wasn't local to home. The recovery driver contacted some local garages to see if they could assist Miss J but none had space available. Miss J's told us that she and the recovery driver were unable to locate a towing eye so he was unable to move the vehicle. Miss J says the recovery driver advised a flatbed recovery truck could be sent but that it wouldn't be able to drop her car back at the festival she was attending.

Miss J's told us a passer by mentioned other businesses that specialise in mis-fuelled vehicles that she went on to call.

Miss J says she asked A to refund the callout fee she was charged as she felt she hadn't received the service she paid for. Miss J has told us that A didn't help so she contacted Zable to raise a chargeback claim instead.

Zable looked at Miss J's dispute but didn't agree it could raise a chargeback in the circumstances of her claim. Zable said Miss J had paid a membership fee rather than for a specific service or callout charge. Zable said that it could only raise a chargeback if the merchant failed to provide the advertised services and has broken the terms and conditions. Zable said that in Miss J's case, she'd received the membership services and the terms and conditions hadn't been broken. As a result, Zable said it couldn't raise a chargeback claim for Miss J. Zable said it was willing to consider any additional evidence Miss J could provide to show A hadn't acted in line with its terms and conditions.

Miss J raised a complaint and Zable issued a final response on 23 January 2024. Zable repeated its view that Miss J was disputing the membership payment she'd made to A not a payment for a callout charge. Zable paid Miss J £50 to apologise for failing to respond to some of her emails and the delays in responding to her complaint.

An investigator at this service looked at Miss J's complaint. They weren't persuaded that Zable had acted unfairly or made a mistake by declining to take Miss J's chargeback claim forward and didn't ask it to do anything else. Miss J responded and repeated her view that A had charged her a £150 emergency callout fee that was separate to her membership

subscription. Miss J provided screen shots to show the payments she made to A. As Miss J asked to appeal, her complaint has been passed to me to make a 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 don't doubt that Miss J felt the service provided by A fell short of her expectations as it was ultimately unable to resolve the issues she faced. Miss J's explained that whilst a recovery driver attended her vehicle, he wasn't able to fix the fuel issue and couldn't find a local garage that was able to fix the problem in a reasonable amount of time either. Further, the recovery driver wasn't able to tow Miss J's car and whilst they offered to send a larger recovery vehicle within a few hours, they said it wouldn't be possible to take her back to the festival.

The issue here is that Miss J says she paid for a specific service – a call out fee for emergency roadside repair or recovery. But Zable says Miss J made a membership payment and didn't pay for a specific service. Miss J doesn't have access to the terms and conditions provided by A when she joined at the side of the road. So I've not been able to see exactly what Miss J would've been sent by A. But A provides details of the services it offers online. And Miss J's also provided screenshots that show the payment she made to A.

I've looked at the information A provides to prospective customers who are looking for assistance *after* their vehicle has already broken down. The information I've seen shows in that scenario, the customer pays an emergency membership fee to join A, in addition to the normal membership charge. I note that the screenshots Miss J has provided show she paid an emergency joining fee of £150 plus monthly roadside assistance fee of £8.40. Whilst I understand why Miss J thought she was paying an emergency callout fee, the evidence available doesn't support that. The information I've seen online and in the case file shows Miss J made a payment of £150 to cover the emergency joining fee to A, not for a specific service or callout.

I think Zable makes a reasonable point when it says that no evidence has been provided to show A breached the terms and conditions it offers customers. And it appears to me that whilst the recovery driver wasn't able to resolve the issues to Miss J's satisfaction, they attended the breakdown and, when unable to fix the issue themselves, tried to find local assistance instead. When that wasn't possible, Miss J says the recovery driver offered to arrange onward recovery for Miss J's vehicle. I understand Miss J felt that the service provided by A wasn't reasonable, but I haven't found evidence that shows Zable treated her unfairly by declining the chargeback claim she made.

I can see that Zable paid Miss J a total of £50 in recognition of its failure to respond to some of her emails and the delay in sending its final response. In my view, Zable has already agreed a settlement that is fair and reasonable in all the circumstances. As a result, I'm not telling it to increase the award or take any further action.

My final decision

My decision is that I don't uphold Miss J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 12 December 2024.

Marco Manente
Ombudsman