

## **The complaint**

Mr W complains about a credit limit increase email he received from Lendable Ltd trading as Zable. He's also unhappy with how it handled his complaint.

## **What happened**

In August 2023, Zable sent Mr W an email saying he could be eligible for a credit limit increase and gave him six days to verify his income. Mr W felt the deadline wasn't in line with the terms and conditions of his credit card account, which he says gives 30 days' notice. He also said he thought the email wasn't genuine because of the link within it, the time sensitive deadline and lack of identifying markers. Unhappy with this, he raised a complaint.

Zable said the offer was to check the eligibility for a credit limit increase, and the time it gave to do this was sufficient. It also said the email was sent from an email address which could be found on their website, and the link directed customers to their mobile app which could be accessed separately. It also paid Mr W £25 for the delay in issuing its final response letter.

Mr W brought the complaint to our service and also shared his concerns about the handling of his complaint – the time taken to give a response and lack of updates, the compensation being paid into his account without his consent and the absence of a complaint reference within the final response letter.

Our investigator didn't recommend the complaint be upheld. They found the notice period in the terms and conditions didn't apply to an eligibility check, and it was Zable's decision how long it gave their customers to check eligibility for credit limit increases. They also said complaint handling wasn't a regulated activity.

Mr W disagreed. He thinks Zable breached the terms and conditions of the account by withdrawing the offer within six days. He also said that any business conducted by a regulated business is covered by our service and this includes the complaint process.

As Mr W remained unhappy with the outcome, the case was 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.

When considering what is fair and reasonable, I've taken into account the relevant laws and regulations, regulator's rules, guidance and standards and codes of practice and what I consider to have been good industry practice at the time. This includes the Financial Conduct Authority's (FCA) Consumer Duty introduced as a new standard from 31 July 2023.

The terms and conditions of Mr W's account state that Zable will give the customer at least 30 days' notice where the credit limit is to be increased, and the increase is not made in response to a request by the customer. I've thought about this alongside the email sent to

Mr W, and I don't think Zable were required to provide 30 days' notice. I'll explain why.

The email Mr W received from Zable wasn't a notice of an increase – it was an offer to check his eligibility for an increase and gave the steps Mr W would need to take first. However, the terms clearly refer to instances where the credit limit is being increased, and hasn't been requested by the customer. In this case, the credit limit increase wasn't guaranteed and was subject to eligibility. So if Zable didn't receive a response, there would be no changes to Mr W's current credit limit.

I appreciate Mr W was only given six days to check if he was eligible for the increase. But a business can set their own policies and procedures, this is their commercial decision to make and not one our service would interfere with unless we thought that customers were being treated unfairly – and I'm not persuaded that's the case here. So Zable is allowed to decide how long it gives its customers to respond to offers. Having reviewed the email, I'm satisfied it made the deadline clear to Mr W. Therefore, I can't say Zable acted unfairly or unreasonably in giving the deadline it did. As the investigator has already pointed out, Mr W can ask Zable if it would consider a credit limit increase at any point, so this is an option available to him.

Mr W raised concerns about the authenticity of the email he received. Zable has told us the email would have been available on the Zable app, and the email address it used to send it was one detailed on their website. It also gave our service a copy of the email Mr W would have got. And I can see it included instructions to check eligibility on the Zable app. So if Mr W had concerns about the email, he could have checked his app or contacted Zable to confirm if it was genuine. Therefore, I don't think Zable has done anything wrong here.

I understand Mr W found the handling of his complaint frustrating and he feels our service should be able to consider this part of his complaint. But complaint handling isn't a regulated activity so we wouldn't be able to consider a complaint solely about this. The crux of Mr W's complaint is about the email he received from Zable. So, I can't say the issues which Mr W raised about the complaint handling is part of the crux of his complaint. This means I can't consider Mr W's concerns about how his complaint was handled further.

I'm sorry to disappoint Mr W, as I know he feels strongly about this matter. But for the reasons given, I won't be asking Zable to do anything further.

### **My final decision**

My final decision is I don't uphold Mr W's complaint against Lendable Ltd trading as Zable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 October 2024.

Tania Henry  
**Ombudsman**