

The complaint

Mr B's complaint about Bank of Scotland plc trading as Halifax (Halifax) relates to Halifax's failure to block his account, at his request, in order to help him not gamble.

What happened

On the 6 September Halifax told Mr B they would, at his request, block his card. Unfortunately, there was an error on Halifax's part and the card wasn't blocked until the 19 September.

Mr B said that in the intervening period he spent money on gambling which he wouldn't have done had Halifax blocked the card as they said they would.

Halifax accepted they had made a mistake and offered Mr B £100 in compensation. But, Halifax didn't think they should refund Mr B for the money he claimed to have spent on gambling, because he hadn't proven it was actually spent on gambling.

I issued my provisional decision on the 24 August 2020 asking the parties to let me have any further comments and evidence by the 22 September 2020. Halifax responded on the 3 September to say they accepted the provisional decision. I have heard nothing further from Mr B.

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.

It is accepted by Halifax that they made an error in not blocking Mr B's account when he called on the 6 September. Halifax have offered Mr B £100 in compensation for that.

Mr B has said that because his account was not blocked he was able to make 3 money transfers from his credit card account to his bank account which he says he then used for gambling, and which he would otherwise not have done. These were; 11 September - £185.70, 16 September - £400.00, 18 September - £200.00.

I've looked at Mr B's bank a/c for these 3 dates and although it is only a statement showing monies paid out, I can deduce that £185.70 was indeed received into that account on the 11 September. But I can also see that Mr B spent £185.70 from that account and on the same day, the narrative to which reads 'R**** STN to R*****I GB'. I am satisfied from this narrative that this transaction did not relate to gambling. It would seem that the reason for the money transfer was to ensure that this transaction could be made.

The second transfer was for £400, and I am unable to reconcile that transfer with either of Mr B's accounts. I can see a credit for £300 when the balance went from -£196.39 to £103.01 after a 60p visa purchase. On that day Mr B withdrew £300 in cash and so it is possible that the £300 credit made to the account was to cover that cash withdrawal. However, there is no evidence to support what that cash was spent on, and given Mr B has

said he transferred £400, not £300, and it is £400 which is in fact transferred from his Halifax account, I can't say with any confidence that the £300 came from his Halifax account. So, I can't say that the £400 transferred from Mr B's Halifax account was used for gambling.

The final transfer was for £200 and I can see from the account that this sum is received into it. On the same day I can also see two £100 cash withdrawals. Again, it is possible that Mr B used this cash to gamble with, but there is actually no evidence of what he spent it on.

Mr B's says that the money was spent on gambling, but the balance of evidence doesn't support such a view. The first transfer seems to have been for a specific non gambling purchase; there is doubt as to whether the second transfer was actually received into his account at all, and the suggestion that the cash withdrawals were spent on gambling is not supported by any corroborative evidence. In the absence of such evidence, I cannot say the money was spent on gambling, and although Halifax did make a mistake there is no evidence it led to any loss through gambling to Mr B.

Halifax has already made an offer to pay Mr B £100 to settle the complaint, and I think this is fair and reasonable in the circumstances.

My final decision

Halifax has already made an offer to pay £100 to settle the complaint, and this is fair and reasonable. So, my final decision is that Bank of Scotland plc trading as Halifax should pay Mr B £100. But I don't require it do anything else.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 November 2020.

Jonathan Willis
Ombudsman