

The complaint

Mr and Mrs G have complained that Bank of Scotland PLC trading as Halifax (“Halifax”) declined Mr G’s deposits to an online gambling site - which stopped him placing a winning bet.

What happened

Mr G enjoys playing roulette online. He funds this by making payments from the account he holds jointly with Mrs G at Halifax.

One evening in late 2019, he was playing roulette on an online site. In order to keep playing, he had to transfer money to his gambling website account. He was able to do this a couple of times, but then Halifax declined further payments.

Mr G went to his local Halifax branch the next day to find out why this had happened. Halifax told him it was because he’d not updated his security details. So they updated the information while Mr G was there.

That evening, Mr G wanted to play online again. He managed to make several deposits. But then Halifax declined any further deposits. Mr G believes that this stopped him making a winning bet and that he’s lost £198.

Mr G complained about the blocking of his payments – and that Halifax didn’t reply to a letter he’d sent to his branch manager about this. Halifax looked into his complaint and accepted they’d not replied to Mr G’s letter. They offered him £50 compensation for that.

Halifax didn’t accept at that time that they’d blocked payments to the online gambling site. But, in a second response to Mr G, they said that, a few days before Mr G’s payments were blocked, they’d blocked all payments of more than £50 to gambling sites after they’d seen an attempt to make an unusually large transfer. They said the block hadn’t been lifted because Mr G hadn’t contacted them. Halifax paid Mr and Mrs G £150 compensation for the inconvenience he’d been caused.

Mr and Mrs G brought their complaint to us as they weren’t happy that Halifax hadn’t taken into consideration Mr G’s loss of £198 - which he said he’d suffered because he couldn’t place a winning bet.

Our investigator considered the complaint but came to the conclusion that Halifax didn’t need to do any more than they had to resolve it. He said that Halifax had blocked Mr and Mrs G’s account because someone had tried to make a large deposit to the gambling website. And their terms and conditions allowed Halifax to block a payment if they had a suspicion it was unauthorised or fraudulent. And the investigator also said he couldn’t conclude that Mr G had lost £198 because roulette is a game of chance.

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.

Having done that, I'm not upholding Mr and Mrs G's complaint. I'll explain why.

Banks and other financial institutions have a responsibility to take steps to prevent their customers' accounts from being used fraudulently. For this reason, they may stop a transaction they're suspicious about.

I've seen Halifax's terms and conditions. They include the following:

"5.3 When can we stop you making payments?"

We can stop or suspend your ability to make payments using any device or security details if we reasonably consider it necessary..."

The term goes on to explain that Halifax will tell a customer about this if they can – but that's not always possible.

I'm satisfied from this that Halifax were entitled to block transactions over £50 on Mr and Mrs G's account because they thought the large attempted transfer was suspicious. It's unfortunate that Mr and Mrs G didn't find out about this for several days. But Halifax have apologised for this. And I think the £150 Halifax was enough to compensate Mr and Mrs G for those few days' inconvenience. So I don't think they need to do anything more about that.

I've seen that Halifax also offered Mr and Mrs G £50 for not replying to the letter Mr G sent to his branch manager. I understand that's not been paid yet. Mr G refused it when it was first offered. But he's told our investigator that he now wants it to be paid. And Halifax have confirmed they're still willing to pay it.

So, if Halifax pay this, I don't think they need to do anything more to resolve that aspect of Mr and Mrs G's complaint.

Finally, I've thought very carefully about Mr and Mrs G's complaint that Halifax's actions have caused Mr G a financial loss of £198. Mr G firmly believes that, if he'd been able to place the bets he'd intended to, the second bet would've recouped his losses and left him with a small profit.

Mr G's explained he uses a system to decide what bets to place. Which is why he's confident that the second bet he was planning to place would've won. I've considered what Mr G's said. And I asked if he could provide any evidence from his online gambling account to show his pattern of betting.

Unfortunately, Mr G's not been able to send us anything, other than a printout of the deposits he made. So I've no evidence to show how he placed his bets. And, without that, I can't say that his win was reduced because he couldn't add funds to increase the size of his stake.

So – whilst I know he believes it to be the case - I can't say that Halifax have caused Mr G a financial loss. And so I can't say that they should do anything more to resolve Mr and Mrs G's complaint.

My final decision

For the reasons I've given, I'm not upholding Mr and Mrs G's complaint about Bank of Scotland PLC trading as Halifax.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 16 February 2021.

Helen Stacey
Ombudsman