

The complaint

Mr O is unhappy that Bank of Scotland plc (“BOS”) didn’t automatically apply a gambling transaction block to his replacement debit card.

What happened

Mr O contacted BOS and advised that he suffered with gambling issues and asked for BOS’s support. BOS explained to Mr O that he could go online and place a voluntary gambling transaction block on his debit card himself, which Mr O then did.

A few months later, Mr O lost his debit card and received a replacement card from BOS. Mr O found that the gambling block that he’d applied to his old debit card hadn’t been carried over onto his new card, and he then spent a large sum of money on gambling transactions using the new card. Mr O wasn’t happy that BOS hadn’t applied the gambling block to his new debit card and felt that they’d allowed him to make gambling transactions to his own detriment. So, he raised a complaint.

BOS looked at Mr O’s complaint. They confirmed that the gambling block wouldn’t carry over onto the new debit card and that it would have needed to be reapplied by Mr O, in the same manner that he’d done originally, if he had wanted the block on the new debit card. BOS also explained that the block was voluntary, and that Mr O retained the ability to instruct the removal of the block at any time if he wanted to. Finally, BOS explained that they weren’t willing to reimburse the money that Mr O had spent on gambling as he was wanting, but they did offer Mr O a goodwill payment of £50.

Mr O wasn’t satisfied with BOS’s response, so he referred his complaint to this service. One of our investigators looked at this complaint, but they didn’t feel that BOS had acted unreasonably towards Mr O and felt that the response to Mr O’s complaint that BOS had already issued represented a fair resolution to what had taken place.

Mr O remained dissatisfied, so the matter was escalated to an ombudsman for a final 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 can appreciate how Mr O might have assumed that the gambling transaction block he’d voluntarily placed on his old debit card would have carried over to his new debit card. Unfortunately, that wasn’t the case, and while I acknowledge that Mr O feels that this means that BOS should themselves be held responsible for the subsequent gambling transactions he then proceeded to make, and that BOS should reimburse the value of those transactions to Mr O’s account accordingly, this isn’t an instruction I’d consider issuing to BOS in this instance.

One reason I say this is because the gambling transaction block was voluntary, and Mr O

was free to instruct the removal of it from his debit card at any time. Similarly, it was also the case that Mr O could have added the block back onto his new debit card if he'd wanted to, when he discovered that the block hadn't been carried over onto his new card.

As such, while the gambling transaction block offered by BOS does provide customers with support to help them manage any gambling issues they may have, the block is voluntary, and as such the possibility remains that Mr O could have removed the block himself and conducted the gambling transactions that he did here, if he was compelled to do so.

Additionally, it's stated in BOS's terms and conditions that a gambling transaction won't be applied to a new card in the event of the old card being reported lost or stolen, and that the customer must themselves manually add the block to the new debit card if they want to.

Finally, it also must be noted that Mr O was never informed by BOS that the gambling block would be carried over to the new debit card, and that his belief that it should have been carried over was based on an assumption rather than on any information actually given to him by BOS.

Ultimately, while I sympathise with Mr O's position, I don't feel that BOS should fairly be held accountable for Mr O making the gambling transactions that he did here. And this is because the gambling transaction block was voluntary and was never intended to provide the kind of failsafe support that Mr O's complaint intimates, and because the terms of the account confirm that the block didn't carry over onto a replacement debit card and that Mr O would have needed to apply the block to his replacement card himself if he'd wanted to.

I realise that this won't be the outcome Mr O was wanting, but it follows that I won't be upholding this complaint or instructing BOS to take any further action at this time. I hope that Mr O will understand, given what I've explained, why I've made the final decision I have.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 16 June 2022.

Paul Cooper
Ombudsman