

The complaint

Mr R complains that TSB Bank PLC didn't provide adequate support for him when he asked for help with his gambling problem and they then closed his account.

What happened

Mr R had a current account with TSB.

In August 2021 there was a fraud alert on Mr R's account. He contacted TSB by phone to discuss it but following difficulties in the call, he was asked to attend a branch with identity documents. When he did so, the branch failed to update his details and upload the identity documents, and so the account was not unblocked, and Mr R had to attend again the following day before his account was unblocked.

Mr R complained about this and was awarded £100 for the trouble and upset caused.

When he attended the branch in August, Mr R also told TSB that he had been gambling for a number of years, but he now wanted to stop, and he asked TSB to place a gambling block on his account. He specifically asked for a block on three gambling providers that he used.

TSB initially said they would put a block on all three, but then advised Mr R that they can't currently offer that facility and so were unable to apply the block. TSB suggested Mr R contacted Gamstop to arrange self-exclusion from gambling sites and offered a simple ATM card instead of a debit card so that he couldn't use his card for purchases. Mr R declined this as he thought it would make it difficult when he wanted to buy groceries.

On 27 August 2021, two supermarket transactions were flagged for fraud and Mr R called TSB. TSB were concerned that he wasn't the account holder and so they placed a block on the card and asked him to attend a branch with his identity documents.

Later that day Mr R called TSB to say he planned to use the card for gambling that weekend and wanted a guarantee that it wouldn't prompt a fraud alert. TSB said they couldn't guarantee this.

On 28 August 2021 Mr R attended the branch to get his card unblocked and asked again about placing a block on certain transactions. He was again advised this wasn't possible.

Mr R complained to TSB and in their final response on 24 September 2021 they said that although the gambling block for one provider had worked, they couldn't guarantee it would continue and Mr R shouldn't rely on it. They again suggested Mr R change his card to ATM only and that he self excludes from gambling sites.

On 27 September 2021 TSB wrote to Mr R and advised they were closing his account on 29 November. The account closed on 3 December.

Mr R brought his complaint to us.

Our investigator upheld Mr R 's complaint. She thought that TSB could have done more to support Mr R by attempting to place blocks on the other two gambling providers. While there was no guarantee it would work; they could have tried. She thought that TSB should pay an additional £150 in respect of this poor service. She said that she was unable to refund the money that Mr R had spent gambling, as she was unable to show that the blocks, if placed, would have prevented Mr R from gambling.

Mr R didn't agree with the investigator's findings, and so the matter has come to me to review.

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 am upholding this complaint and I will explain why below.

I have seen all the information provided by TSB, including the system notes, and listened to the calls with Mr R.

The failure to update contact and upload the identity documents

Fraud checks are an important part of financial services, and when a fraud trigger is activated, it is important that the customer's account is protected until the transaction has been verified as genuine. So, I can't say that TSB have done anything wrong in asking Mr R to verify his identity. I appreciate that there were difficulties doing this over the phone, and this must have been frustrating for Mr R, but asking him to attend the branch was the right step to take in the circumstances.

However, the failure of the branch staff to update Mr R's contact details and upload the documents was an error on TSB's part and caused Mr R the inconvenience of having to return to branch the following day.

In view of that I would expect TSB to offer some redress for the inconvenience caused, and I consider that the £100 they have already awarded is fair and in line with what we would expect. I do not propose to increase this aspect of the award.

The failure to apply the gambling blocks

When Mr R came to TSB to discuss his gambling problem and what measures TSB could take, he was looking for help. I can see that initially they did try to help him by agreeing the block on any transactions with his main three gambling providers but then after further internal discussion they advised that this wasn't a facility they could currently offer, as it wasn't guaranteed that the transactions would be stopped.

However, I can see that they actually did manage to put a stop on one provider and any transactions with that provider after 24 August 2021 were declined. In that case, I can't see why TSB couldn't have done the same for the other two providers. I appreciate that it wasn't guaranteed, but Mr R was asking for help with a difficult addiction, and an interim measure may have at least limited Mr R's ability to gamble whilst he sorted out a more long term solution such as changing banks. So, I agree with the investigator that TSB could have done more here to support this vulnerable customer.

I can see that TSB did suggest other options such as contacting the gambling providers direct, offering a card which was ATM only and suggesting Mr R change banks. I can see

why having an ATM only card isn't really practical given that many retailers are now moving away from cash transactions following Covid-19, and moving banks takes some time, but the advice given to Mr R to contact Gamstop and change his account provider is the kind of advice I would expect to see.

While I think TSB could have done more to support Mr R, I disagree with Mr R's assertion that if the blocks had been applied, he wouldn't have spent a further £7985 on gambling.

I can't say for certain that Mr R wouldn't have gambled this money in any event as he may have found other outlets for his gambling, and so I'm not satisfied that TSB's failure to provide as much help as they could have directly resulted in Mr R's losses. I'm therefore not able to refund the £7985 that Mr R has spent on gambling, but I am making an award for TSB's failure to provide all the support they could have.

The account closure

Under the terms and conditions of the account, TSB can close a customer's account immediately or by giving two months' notice if they choose to do so.

As TSB gave more than two months' notice, I can't say they have done anything wrong here.

Putting things right

In view of the reasoning I have given above, I agree with the investigator's recommendation that TSB should pay Mr R an additional £150.

My final decision

My decision is that I am upholding Mr R's complaint and directing TSB Bank Plc put things right as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 20 July 2022.

Joanne Ward
Ombudsman