

## The complaint

Mr H complains that the gambling block applied to his account with National Westminster Bank Plc ("NatWest") failed to stop gambling transactions from going through as expected. Mr H wants all gambling transactions made on his account refunded.

## What happened

During a call with NatWest on 26 February 2021 with the agreement of Mr H a gambling block was applied to his account. During the call Mr H was told that the block would not stop all transactions from going through and Mr H also informed NatWest that he had arranged for another third party block to be applied to assist him.

NatWest confirmed this in writing to Mr H. NatWest explained that:

*"The stop request should stop retailers identified as gambling sites from debiting you in the future. Because the Visa Debit card is not a guaranteed method of payment, we cannot guarantee you would not be charged by a retailer where they have the card details provided correctly, and in full.*

*We rely on the retailer's cooperation to comply with the stop request but regret the Bank can accept no liability if transactions are applied to your account if your card details have been provided."*

NatWest's records show Mr H removed the gambling stop on its mobile app on 18 October 2022 and re applied it on 5 December 2022.

Following this Mr H complained to NatWest that he was able to make gambling transactions on his account. NatWest didn't uphold Mr H's account as it said there was no bank error and he was advised that the stop didn't guarantee debits will not go through and that Mr H had himself removed the gambling block.

NatWest advised Mr H to contact all companies he has accounts with or stores he uses to self-exclude from their sites and sign posted Mr H to third party organisations that could help Mr H with his gambling.

Mr H was dis-satisfied with this and brought his complaint to this service in February 2023.

NatWest has further explained that when a gambling block is placed it advises that it needs to be applied to every new card, additionally if a customer has used a gambling merchant that is not processing under the correct category code then it would not be declined.

Our investigator looked at all of this and thought that NatWest had made it clear to Mr H that even with the gambling block certain transactions may still go through. Following a review of Mr H's statements, they thought that the block did function as it was supposed to and that when gambling transactions appeared on the statements for recognisable gambling merchants it was during the period Mr H had removed the block. And if a gambling transaction went through when the block was applied, they thought this was due to either the

merchant not being based in the UK or ones that weren't easily recognisable as gambling sites. And as such they didn't think that NatWest had made an error and didn't think it should refund Mr H his gambling transactions.

Mr H was dis-satisfied with this, he agreed the block worked but the problem was he could take it on and off whenever he wanted. Mr H has asked for an ombudsman's 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.

It might help if I explain my role is to look at problems that a consumer has experienced and see if the bank has done anything wrong or treated the consumer unfairly. If it has, we seek to put the consumer back in the position they would've been in if the mistakes hadn't happened. And we may award compensation that we think is fair and reasonable.

Mr H is unhappy that the gambling block NatWest applied to his account didn't block all transactions and that he could turn it off whenever he wanted. I sympathise with Mr H and the gambling struggles that he has, and I applaud him for seeking help. In situations such as Mr H's while I wouldn't tell NatWest what tools it needs to have in place to support customers with a gambling addiction, I would expect it to utilize the tools it does have and make the customer aware of what it can do to assist and any limitations there might be.

But nothing is fool proof and in Mr H's case having listened to the call between NatWest and Mr H I'm satisfied that NatWest did utilise the tool it had in place and apply the gambling block to Mr H's account. Furthermore, it explained to Mr H that the gambling block wasn't guaranteed to block all gambling transactions and that Mr H was aware of this as he himself in response confirms he has also added further tools to help stop him gambling.

I can also see from Mr H's statements that the gambling block for all intensive purposes appears to work and although the odd gambling transaction may have slipped through the net, all the major gambling merchants were blocked while the block was in place. In any case I don't think NatWest should be penalised for the limitations of the gambling block which were out of its control. Not being able to easily block all gambling transactions made online or otherwise, isn't an error on NatWest's part – it simply isn't possible.

I understand that Mr H is unhappy he was able switch off the blocks activated on his account whenever he wanted to. But ultimately the gambling block isn't a cure, it is there to act as a deterrent and to assist Mr H in managing his money by adding an extra step when he wishes to gamble and forcing him to think about what he is doing when removing the block. I don't think it would be fair to expect NatWest to make those decisions for Mr H or deny him the ability to make that decision.

So having considered everything I don't think it that NatWest has made a mistake or treated Mr H unfairly regarding the gambling transactions on his account and so it follows that I don't think it would be fair to ask NatWest to refund Mr H the money he spent on gambling.

### **My final decision**

For the reasons I've explained I've decided not to uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 November 2023.

Caroline Davies  
**Ombudsman**