

## **The complaint**

Mr B complains that TSB Bank Plc treated him unfairly when it didn't apply a gambling block to his account as requested.

## **What happened**

Mr B held a current account with TSB. He says that the bank was aware that he suffered from a gambling addiction, but it didn't have the facility to block gambling transactions from his account initially so he self-managed this. However, TSB's gambling block became available to its customers in February 2023.

Mr B told us:

- He tried to apply a gambling block to his account but due to a system issue, his debit card wasn't showing on his TSB profile, so he wasn't able to apply this himself like other TSB customers could.
- As he couldn't apply the block, he called TSB to apply the block to his account instead but the adviser he spoke to didn't know how to do this. The bank said there may be an issue as he held several accounts, so it said it would merge his account profiles together within around nine days and this should then resolve the issue.
- After eleven days, he checked his account, and he still couldn't apply the block himself. So, he attempted to contact TSB to apply this on his behalf, but he couldn't speak to someone and subsequently spent £1,000 on gambling sites in one day.
- Due to spending the £1,000 on gambling, he's now in a difficult financial position as he doesn't have any money available as he's used all his available credit. This has affected his credit score and he can't get additional finance, which is causing him distress.
- TSB has admitted it has made an error and paid him compensation, but this isn't enough as he's lost a further £800 and the bank should have done more to help him.
- TSB still hasn't been able to explain why his card wasn't showing on his profile and its customer service has been poor as no-one is taking responsibility for his complaint or responding to him when they say they will.

TSB told us:

- It had apologised to Mr B for giving incorrect information and because he hadn't been able to apply the gambling block when he'd wanted to. It had also paid him a total of £400 compensation for the inconvenience caused and offered to refund any expenses he had incurred as a result of this issue which it thought was enough to put things right.
- The issue with Mr B not being able to apply the gambling block through his banking

app was a known issue, and it didn't have a date to resolve this. Even after merging the different profiles Mr B held with the bank, there was no guarantee this would resolve the issues he was experiencing. So, it didn't agree Mr B had been told this would be resolved in a week.

- Mr B had still been able to apply the block over the phone and in branch as needed and had done so on previous occasions. Going forward Mr B was also able to use webchat to apply the block as needed. However, there was no guarantee the block would prevent all gambling transactions which Mr B was aware of.
- Mr B is aware of the issue with the account profiles but has continued to open new accounts online and then raise complaints that the profiles aren't merged, despite being told there isn't a timeframe to resolve this issue.

Our investigator recommended the complaint be upheld. She didn't think that TSB had treated Mr B fairly as it hadn't merged his account profiles in the timescale agreed and had incorrectly told Mr B to apply the gambling block himself when he wasn't able to do so. So she thought TSB should increase the compensation for the inconvenience to £600. She also said that as Mr B had spent the £1,000 in one day, she was persuaded that if he'd been able to apply the gambling block as he'd wanted to, he wouldn't have spent this money. So she thought TSB should refund the £1,000 in addition to the £600 compensation she'd already recommended.

Mr B agreed with the recommendation. TSB didn't agree and asked for an ombudsman to review the complaint. It said it had already paid £400 compensation in total for the inconvenience which it thought was fair and that Mr B could benefit from the gambling block, but he was aware there were limitations on how he could apply it. TSB also said Mr B had added and removed the gambling block on numerous occasions and had waited the 48 hours for the block to be removed before gambling.

I issued a provisional decision on 3 August 2023. I said the following:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I've decided not to uphold it. I know Mr B will be disappointed with my decision, but I'll explain how I've reached this. Firstly, I would like to thank Mr B for explaining his addiction and the impact that has had on him. Mr B has provided lots of information and I've taken everything into account, if I don't directly reference something in my decision it is not because I haven't considered it. But I've focused on what I consider to be the crux of the complaint.

Mr B says that because his banking app wasn't working correctly, he couldn't apply a gambling block when he'd wanted to. So he feels TSB are at least partly responsible for his £1,000 gambling loss - but I don't agree. I say this because Mr B has told us that he was aware he wasn't able to apply the gambling block through the app due to issues linking his accounts, and that he'd previously been using the other methods offered by the bank to self-manage his gambling.

Mr B told us that when he'd felt the urge to gamble and therefore apply the block, both his local branch and the bank's telephone lines were closed so he wasn't able to take this action as the bank had suggested. However, given Mr B had previously been using the alternative methods prior to the launch of the app, I think he was reasonably aware of the limitations of when they were available. And given that the gambling block application via the banking app had only been in place a matter of weeks when Mr B said he'd wanted to use it, and that he was aware it wasn't an

option for him, I don't think it's fair to hold TSB responsible for the losses he incurred on this occasion.

I also think it's worth noting here that although Mr B said he'd had the urge to gamble on the specific day in question, he already taken steps a few days beforehand to remove the block from his account, which took 48 hours to take effect. So I think it's reasonable to believe that Mr B could have reapplied the block within this period before he'd gambled as I think he was reasonably aware - from applying this on previous occasions – that this would take effect immediately. So I don't think it's reasonable to hold the bank responsible for Mr B's loss when he was already aware that he couldn't apply the block in this way and had made a conscious decision to remove the block and wait for the required timeframe to pass so he could gamble again.

I acknowledge that it's frustrating for Mr B that he doesn't have all the options available to TSB's customers to apply the gambling block. However, the bank has apologised for this issue and has now also made it possible for the block to also be applied through the webchat facility – which has longer hours and is relatively easy to access in comparison. And both parties have evidenced that Mr B is making use of this method of contact. So I think it's reasonable to think that until TSB resolves the app issue, that Mr B would be able to use this alternative method to apply the block when he feels he needs to.

It's not disputed by either party that Mr B was given incorrect information and caused inconvenience because his accounts weren't merged within the timescale he says he was told, and he wasn't able to apply the gambling block via the app when he wanted to. However, I've seen that TSB has apologised, and paid him a total of £400 compensation between February and April 2023 for the inconvenience caused. So I think the bank has done enough to put things right and I won't be asking it to do anything further.

I invited Mr B and TSB to give me any more evidence and information they wanted me to consider before issuing my final decision. TSB accepted the decision and had nothing further to add. Mr B didn't agree. In summary he said:

- He was told by the bank he needed to remove the block to make a transfer to his investment ISA held with a third-party as this was classed as gambling.
- The account merger has nothing to do with the gambling block, the bank doesn't know the reason for this and didn't resolve it. The issue was because he couldn't manage his cards and apply the block.
- TSB had discriminated against him because the block wasn't working for him, but it wasn't affecting other customers. The bank also hadn't offered any solution, despite being aware of the issues he was experiencing, and had left him vulnerable due to the limited hours he could apply the gambling block.
- He'd closed his account with TSB so he could then reopen a new one which the block could be applied on. However, the bank now won't reopen his account which is unfair, and he believes is because of this complaint.

### **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.

Mr B also says that the account merger had nothing to do with the gambling block, that TSB hasn't attempted to resolve the issue and its customer service has been poor. He feels that these points haven't been considered in my provisional decision - but I'd like to reassure him that isn't the case. I have taken into consideration all the evidence and comments from both parties, and the service provided by TSB. So it's clear to all parties, I've seen that TSB paid £400 compensation on the following dates and the customer service and respective complaints these related to were reviewed as part of the decision:

- 21 February 2023 - £50 compensation as Mr B wanted to apply the gambling block and couldn't do so as his profiles hadn't been merged within the timescales he said he was given.
- 1 March 2023 - £100 compensation as Mr B still couldn't apply the gambling block as his profiles hadn't been merged and he'd been given incorrect information by an agent and had to call back.
- 30 March 2023 - £200 compensation as his profile issue still hadn't been resolved since he'd raised the complaint on 21 February.
- 18 April 2023 - £50 compensation as the issues with the profile merger had still not been resolved after Mr B had opened another account online.

Both Mr B and TSB have repeatedly told this service since the outset that the block couldn't be applied because the app wasn't working, and that Mr B was also experiencing issues due to the various different profiles. I've also seen that the bank said it wasn't clear if merging the profiles would resolve Mr B's issues with the app and that it was still investigating but couldn't provide him with a timescale for that resolution. I acknowledged that this had been inconvenient to Mr B, but based on what I'd seen, I thought the bank had done enough to put things right by apologising and paying him compensation for the inconvenience caused.

I acknowledge Mr B told us that he feels discriminated against by TSB because he can't apply the gambling block through the app whilst other customers can. However, I haven't seen anything in the evidence from either party to suggest that's the case. The issue Mr B is experiencing, appears to simply be an issue with TSB's banking app for certain customers, which the bank has acknowledged and apologised for.

Mr B still has option to apply the gambling block by calling the bank or visiting his local branch – in the same way that he'd done prior to this option being offered by the bank on its app. And as I noted in my provisional decision, the gambling block can now also be applied through TSB's webchat function which has more availability for those customers who need support. So based on what I've seen, I think TSB has acted reasonably by putting things in place to mitigate the impact on Mr B and its other customers who don't currently have the gambling block functionality through their banking app.

Mr B also says that he was told by TSB to remove the gambling block so he could make a transfer to his investment ISA, but I haven't seen any evidence that's the case. Mr B did provide evidence of a webchat between himself and TSB where this was discussed, however in this conversation, Mr B told the bank he wasn't sure if the block would have an effect on his ability to make the transfer, so he'd made the decision to take it off. I've also seen that this conversation took place in mid-April 2023 – after he'd already made the gambling transactions that he's complained about.

I also haven't seen any evidence from either party that TSB told Mr B to take this action so he could make the payment. The bank told us that it has looked for any calls that took place from February onwards on the dates Mr B made his ISA investment – which is the criteria he provided – but there is no evidence of any contact with the bank throughout this period. I also think it's reasonable to believe that even if Mr B had been told by the bank that he

needed to this, he could have requested that the bank reapply the block immediately after the payment had been made. So I can't reasonably hold the bank responsible for Mr B's actions.

Mr B told us that he'd closed his account with TSB and attempted to open a new one to resolve the issue with the app, but the bank had declined his new account application. I can see that Mr B has raised this as a new complaint with the bank, so it wouldn't be appropriate for me to address this as part of this decision.

As per my provisional decision, I don't think it's fair to hold TSB responsible because Mr B chose to remove the gambling block that he had in place on his account, when he was aware there were limitations on when he'd be able to reapply this. I understand this will be disappointing for Mr B, but I think TSB has done enough to put things right, so I won't be asking it to do anything more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 October 2023.

Jenny Lomax  
**Ombudsman**