

## **The complaint**

Mr T has complained that Monzo Bank Ltd failed to provide him with adequate support despite being aware of his compulsive gambling problem.

## **What happened**

Mr T says he opened a current account with Monzo in 2019 after he heard a representative from the bank speak at a gamblers anonymous meeting where they promoted the various protections the bank offered compulsive spenders.

Mr T has explained that when he opened the account he fully disclosed the fact that he had a gambling problem and that he was getting help for it. He immediately applied the gambling block Monzo offered to his account.

Unfortunately, in 2021 Mr T relapsed and removed the block from his account and proceeded to gamble which resulted in losses. Mr T contacted the bank and explained what had happened. Notes were added to his account, it was referred to the vulnerable consumer support team and the blocks were put back on. In addition, Mr T asked that the daily ATM limit be reduced to £200 which Monzo did.

Unfortunately, in July 2022 Mr T relapsed and started gambling again. This ultimately resulted in him amassing a lot of debt and having to rely on family and friends to help him financially. He has said this had a devastating impact on his physical and mental health and that Monzo should be held liable for the losses he had during this period because it was aware he was vulnerable and didn't stop him from gambling. Mr T has said he's lost £76,000 gambling since opening his Monzo account in 2019.

Monzo has said when Mr T contacted it asking for the blocks to be removed its representatives did all they could to safeguard Mr T but that ultimately he insisted he was fine and in control of his actions. So, it didn't think it could've done more as its obliged to follow his instructions on his account.

Mr T disagreed with Monzo and felt it should've known he was unwell and relapsing and should've refused to remove the gambling block from his account. He believes if the block hadn't been removed he wouldn't have lost the money he did. He wants Monzo to cover the cost of those losses and pay him compensation for the upset and distress it caused.

One of our investigators looked into Mr T's complaint already. He found that Monzo had offered sufficient support to Mr T in regard to his compulsive spending, and so he didn't uphold the complaint.

Mr T disagreed with the investigators findings and asked for an ombudsman to review the complaint and so it's been passed to me to consider.

## **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 so I'm not going to uphold Mr T's complaint. I know this will come as a disappointment to him, so I'd like to explain why.

I'd also like to clarify Mr T previously brought a complaint to our service about the lending decisions around an overdraft facility that was added to his account in July 2022 as well as a personal loan. Those issues have already been addressed by an ombudsman at this service and so I won't discuss them here again. Instead, I'll just focus on whether or not the support Monzo gave to Mr T was sufficient.

It's clear from the account history and notes that Mr T made Monzo aware when he opened the account in 2019 that he had a history of compulsive spending, specifically problem gambling. He immediately requested that the gambling block be added to his account and that his daily cash withdrawal be limited to £100.

It appears the account was well run until Mr T relapsed in April 2021. He removed the gambling block via the app on his phone and proceeded to gamble. He contacted Monzo and asked it if it could reapply the block and remove his ability to take it off via the app. Monzo explained it wasn't possible to do this but that he could extend the cooling off period from the standard 48 hours to up to a month. Which would mean when he wanted to remove the block he wouldn't be able to gamble until the cooling off period had ended.

Mr T's account then ran as normal and there were no more gambling transactions made on it. In July 2022 Mr T contacted Monzo and asked that it remove the gambling block temporarily in order to allow him to purchase a game on his phone. He assured the representative he spoke to that once the purchase has been completed he would reapply the block. While the block wasn't immediately reapplied, Monzo did add it back onto Mr T's account a short time later.

The next time Mr T contacted Monzo about his gambling was November 2022. He asked for the gambling block to be removed again and for his cash withdrawal limit to be increased to £800. He was questioned by the Monzo representative he was chatting to, and Mr T explained he was going away for the weekend and needed access to cash as activities he'd booked were cash only. He told the person he was speaking to that he'd reduce the limit back down once he returned home. The gambling block remained in place, but the limit was increased as per Mr T's instructions. He assured the person he was speaking to that he was okay and getting support.

In early December 2022 Mr T contacted Monzo to request the gambling block be removed from his account immediately. This was shortly after he'd received his monthly salary. The Monzo representative queried why Mr T wanted to remove the block and asked him if everything was okay as they were reluctant to remove the block given the notes on his account. However, Mr T told them *"...I am in control of my gambling, and this being blocked is causing me severe frustration. ... I understand you may have concerns about my gambling, but I am giving you my word everything is okay. I suggest the gambling block is turned off in the next hour before I consider legal action..."*

Ultimately Monzo couldn't refuse to remove the block when Mr T insisted that it was taken off. I would expect Monzo to query why Mr T wanted the block to be removed and whether everything is okay. And I'm satisfied that Monzo did this every time Mr T got in touch asking for the block to be removed. But there are limits to what banks can do in this space. And Mr T was entitled to request the block be turned off. I can see that in January 2023 Monzo resent Mr T information regarding the gambling block and other tools and services that may be of use to him, so it does seem as though it was trying to provide him with ongoing support

even when he said he didn't want it.

I understand this has been devastating for Mr T and that the impact of his addiction has been hugely detrimental. But Monzo has an obligation to allow their customers to run their accounts the way they want to. And while Monzo has tried to create safer spaces for people with compulsive spending problems to access financial support, it can't refuse someone access to their funds when they demand it. Each time Mr T asked to have the gambling block removed the representative he spoke to asked if he was okay and questioned why he wanted to remove the block. And each time Mr T gave reasonable explanations and assurances that he was fine and safe. So, I can't say that Monzo failed to support Mr T or failed to apply friction when he asked for the block to be removed. And therefore, I can't uphold his complaint.

### **My final decision**

For the reasons set out above I don't uphold Mr T's complaint against Monzo Bank Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 5 December 2023.

Karen Hanlon  
**Ombudsman**