

## **The complaint**

Miss R complains that Nationwide Building Society failed to block gambling transactions from her account.

## **What happened**

Miss R holds an account with Nationwide. In February 2023, she called Nationwide to ask for help with her gambling problem. At the time, Nationwide's systems could not block gambling transactions, so the only option available was to block the use of Miss R's debit card for all online transaction. Miss R's phone call ended before Nationwide was able to discuss the specialist support that it could offer.

In April 2024, Miss R complained to Nationwide. She was unhappy that Nationwide hadn't offered to help her in the past despite a long history of using her account to make payments to an online gambling business. As Nationwide now had the capability to block gambling transactions, it placed a block on her account. Miss R was upset that Nationwide didn't do this when she first asked it to. Miss R said Nationwide allowed her to gamble her welfare benefits, leaving her further in debt.

Our investigator thought that as Nationwide didn't have the facility in February 2023 to block gambling transactions, she wasn't going to ask it to refund all of the gambling transactions which had taken place on Miss R's account. However, our investigator thought that Nationwide should have made sure that the specialist support team spoke to Miss R when she called. For this failing, our investigator recommended that Nationwide pay Miss R £100.

Miss R disagreed with the investigation outcome. She wanted to challenge the fact that Nationwide had no facility to block gambling transactions when she called in February 2023. Miss R says that Nationwide didn't tell her this at the time. She said that if Nationwide had told her it could not block gambling transactions, she could have chosen to switch her account to a bank that offered gambling controls. Miss R asked why Nationwide didn't contact her after February 2023. She said if it had then offered to block all online transactions, she could have done this and it would have stopped her gambling.

Miss R asked why Nationwide didn't contact her once it offered the gambling block as this would have prevented about £2,000 of transactions from her account since August 2023.

Nationwide also disagreed with the investigation outcome. It said it would have been better if the agent had stayed on the line to hand Miss R over to the specialist support team. But pointed out that it had already discussed the gambling support available at the time, so the specialist support team could not have added anything. Nationwide thought Miss R should take some responsibility for ending the call and not ringing back. It thought £100 compensation was not justified but offered £50 instead.

After considering Miss R's complaint, I was minded to uphold it in line with our investigator's recommendation. As I referred to additional information, I issued a provisional decision on 3 December 2024 in which I said:

I would first like to say that I am sorry to learn about the difficulties which Miss R has faced with her gambling addiction. But having considered everything, I don't require Nationwide to do more than our investigator recommended and will explain why.

Although Miss R has mentioned asking Nationwide at various points for help with her gambling addiction, the only record it has of contact about her gambling problem is on 17 February 2023.

I have listened to the call that Miss R had with Nationwide on 17 February 2023. Nationwide offered information about how to deal with a gambling addiction but Miss R said she didn't need this as it doesn't help an addict. Miss R said she had already installed controls on her devices to try and prevent herself gambling but had found ways to get around them. Instead, Miss R wanted Nationwide to block all gambling transactions. Nationwide said that it could block her card entirely for use online but Miss R said this wasn't helpful. Particularly as she could also gamble through instant banking where payments were made to gambling merchants direct from her bank account.

I am satisfied that Nationwide told Miss R on two occasions during the call that it didn't have the facility to block gambling transactions alone. So, although Miss R says Nationwide didn't tell her that it could not block gambling transactions, this does not seem to be the case.

Miss R has also said that if Nationwide had offered to block all online transactions, she would have chosen to do so. Again, the call recording shows that Nationwide said it could block all online transactions but Miss R declined this suggestion.

I agree with our investigator that it would have been better if Nationwide had made sure that Miss R was put through to the specialist support team after she called. I appreciate that Nationwide doesn't think the support team could have added anything further. But I still think that £100 compensation for the inconvenience of the call dropping without a call back is fair.

I have thought about whether Nationwide should be required to refund some or all of the gambling transactions that Miss R went on to complete after the call in February 2023 but have decided against this. I say this as Miss R was very clear with Nationwide that gambling support alone in the form of external advice agencies or information was not going to help her stop. Instead, Miss R wanted Nationwide to block all gambling transactions. As this was not something that Nationwide offered at the time, I am not persuaded that it could have done much more to help her, even if she had spoken to the specialist support team.

I also don't find it likely that if Miss R had spoken to the specialist team she would have chosen to block all online transactions because she had already turned this option down during the call.

I take Miss R's point that once the facility to block gambling transactions became available, Nationwide should have proactively offered this to her but I don't agree. Nationwide says that it didn't contact individual who had previously raised gambling concerns as if they no longer required support, proactive contact be harmful. This seems fair.

Nationwide explains that ahead of the gambling block becoming available in September 2023, it didn't give customers prior warning in case there was any delay with the system going live. Once the gambling block became live, Nationwide

included information about it on its website. Nationwide says that during Safer Gambling week in November 2023, it shared details of the block with customers who held a debit card and who had given Nationwide the relevant marketing permissions. It is unfortunate that Miss R has opted out of marketing emails so would not have received the information in November 2023. But I don't find this was because of something which Nationwide did wrong.

I don't consider that just because Miss R had previously raised concerns about gambling that Nationwide should have specifically contacted her once the block became live, over and above the channels it used to alert customers. I think it's fair to say that Miss R could have contacted Nationwide sooner than April 2024 given her ongoing concerns about her gambling addiction.

More recently, Miss R has complained that despite the gambling block being active on her account, she has still been able to make gambling transactions. As this seems to be a new complaint point, Nationwide will need to be given the chance to first investigate. I leave it with Miss R to raise her concerns about the recent transactions with Nationwide before coming back to our service if she remains unhappy with the outcome.

### **Further submissions**

Nationwide agreed with my provisional decision but Miss R didn't respond by the deadline.

### **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.

As Nationwide agrees with my provisional decision and Miss R hasn't responded, I consider it fair to make my final decision on the same basis as my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint and direct Nationwide Building Society to pay Miss R £100 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 15 January 2025.

Gemma Bowen  
**Ombudsman**