

The complaint

Mr W complains about how Nationwide Building Society (NBS) treated him after he made multiple gambling transactions in a short period, and feels NBS should have stopped them. Accordingly, Mr W would like NBS to refund some or all of the transactions.

What happened

The details of this case are well known to both parties, so I'll concentrate my decision on the key points.

In July 2024, Mr W made over forty transactions to the same online gambling merchant overnight over several hours. After the money had debited his account, Mr W contacted NBS to complain that their systems had not intervened and stopped the transactions, arguing that the volume of them, combined with the times they were made should have triggered the systems of NBS. And these factors, combined with certain conditions Mr W has alongside the circumstances Mr W was in at the time, meant that NBS are liable and should grant a refund.

NBS applied a gambling block and looked into the complaint, responding to say they could not agree they had done anything wrong. NBS said the transactions were genuinely authorised by Mr W and they had received no request to block any gambling. NBS also found transactions for another gambling merchant that had been authorised at similar times of day – albeit on different days, plus they confirmed Mr W had made previous transactions to the gambling merchant in question and not questioned these with NBS. NBS ended their letter by awarding Mr W £100 as a gesture of goodwill for the time and effort Mr W had taken to discuss the issue.

Remaining unhappy, Mr W referred his complaint to our service. He explained that the transactions were out of character, gave more information about his health conditions, and reiterated that NBS should take some responsibility for what happened. In terms of impact, Mr W said his mental health had been affected, as had his finances to the point of being unable to purchase gifts for family members.

Our investigator looked into the complaint and issued their view saying they would not be asking NBS to take any further action. Our investigator went through the sequence of events, acknowledging that no gambling block was applied until after the event, plus NBS was not aware of any vulnerabilities of Mr W. Our investigator noted that the transactions in question were to a merchant that Mr W had used previously, and that there was no fraud.

They ended their view by saying NBS's main obligation was to provide access to Mr W's money, and our role was to ensure that NBS has adhered to their policies and procedures. Finally, our investigator gave details of organisations who can support gambling issues.

Mr W rejected this view still maintaining that NBS should share some responsibility in view of the circumstances he was in at the time of the transactions, and that NBS did have some knowledge of his conditions.

Despite our investigator speaking to Mr W to explain more about their view, Mr W remained unhappy and asked for the complaint to be referred to an Ombudsman, saying that he intended to obtain evidence from NBS which showed they were aware of his circumstances and vulnerabilities. Mr W has since sent to this service, what he considers to be that evidence.

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 have looked at the information NBS has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr W fairly.

It is always regrettable when we see a complaint develop into a much longer protracted experience. I sympathise with Mr W for both the frustration he experienced, and his own conditions about which he has been very open. It's our role to identify if a business has made a mistake and if so, look at the impact this has had on the consumer.

Before I come to the crux of the complaint which is NBS's responsibilities, I did want to reiterate a number of salient points in this case, albeit briefly, in view of the detail of our investigator's view. These include Mr W not requesting any gambling blocks until after the event complained about, the transactions in question being in line with previous transactions to this merchant – which were not questioned by Mr W – and, NBS not being aware of Mr W's vulnerabilities.

I'll now address what I consider to be the most important point here, this being NBS's responsibilities, and I would like to say that I acknowledge just how strongly Mr W feels. As stated, NBS have an obligation to provide Mr W access to his money held with them, but also to protect. However, in order to protect Mr W to the best of their abilities, they would need to be aware of all conditions and considerations that affect him.

Additionally, NBS have given some details as to how their transaction monitoring system works commenting that the workings suggest that the system is primarily meant to prevent fraud. Also, NBS commented that they would not necessarily block a customer's account because of the time of the day they are making the payment, or due to the number of transactions attempted if the transactions are genuinely attempted by the customer.

Mr W holds NBS responsible for the transactions he made, saying that because they were aware of his conditions, they should have intervened and rejected his purchase attempts. As a resolution, Mr W says NBS should refund all the transactions, or at least a proportion. As NBS have told this service that they did not have a record of vulnerabilities for Mr W, I asked Mr W to provide any evidence he may have.

What Mr W has supplied is a response from NBS to a previous complaint. In it, NBS acknowledged some health concerns of Mr W and specifically asked that he make contact with the complaint handler so NBS could look at possible support. However, I've not seen any evidence that Mr W took this forward with NBS so I can't say that NBS were made aware of any vulnerabilities, or had the opportunity to put anything in place before this event.

From the lack of identifiable errors and the actions Nationwide took, I think Nationwide acted within its duty of care to customers and treated Mr W fairly in the circumstances. And so, I cannot fairly require it to take any further action towards him.

My final decision

For the reasons I have given it is my final decision that the complaint is not upheld

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 March 2025.

Chris Blamires
Ombudsman