

The complaint

Miss M complains that Santander UK Plc (“Santander”) failed to stop gambling transactions from leaving her account despite a gambling block in place and which caused her financial loss.

What happened

Miss M has a current account with Santander and in 2024 asked it for help with her gambling addiction. After blocks were placed on her debit card to stop payments to specific gambling sites, Miss M found that she was still able to gamble and complained to Santander.

Following Miss M’s complaint, Santander issued a final response letter (“FRL”) on 21 May 2024. In this FRL Santander explained it wasn’t upholding the complaint as it didn’t think it had done anything wrong. Santander said there were controls in place on Miss M’s account designed to impede compulsive spending but it couldn’t restrict her bank facilities because of this. Unhappy with this response, Miss M brought her complaint to us the same day.

Our investigator initially upheld Miss M’s complaint. They said that Santander helped Miss M to place a gambling block on her card on 14 May 2024 although Miss M had found a way of getting around these blocks by using a third party payment service. The investigator said this wasn’t Santander’s fault. But after a new card was issued on 20 July 2024, the gambling block wasn’t re-applied and Miss M was able to gamble on sites that would have otherwise been blocked. The investigator felt that Santander should have made Miss M aware of the need to reapply the blocks when it issued her with her new card.

Santander didn’t agree with this outcome and subsequently provided us with the information it sends out to consumers when it issued new cards. It highlighted the instructions on how to apply the gambling block. It also said that Miss M should have realised her card was no longer blocked when she used it for gambling transactions on 20 July 2024 and that as the block was a self-managed system, she could have reapplied the block herself. As a consequence, our investigator issued a further view where they didn’t uphold the complaint.

As Miss M didn’t agree with this outcome, the case has been passed to me to make a 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.

In saying this, I’ve reached the same outcome as that of our investigator.

I appreciate that this is a very difficult situation for Miss M and I want to thank her for being so honest in her submissions and for the sensitive personal information about her health she’s disclosed.

I'm aware that I've summarised this complaint above in less detail than it may merit. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome. I will, however, refer to those crucial aspects which impact my decision.

Lastly, I would add that where the information I've got is incomplete, unclear or contradictory, I've to base my decision on the balance of probabilities.

From the evidence I've seen, a gambling block was successfully applied on Miss M's debit card with the help of Santander on 14 May 2024 when she contacted them. I've listened to the call recording between Miss M and Santander for that day and acknowledge that although Santander said it was unable to refund any gambling transactions, it did signpost Miss M to gambling charities. However, Miss M was still able to gamble after the block was applied by using a third party payment service.

Gambling blocks, like the one offered by Santander, have limitations, and aren't guaranteed to prevent consumers from being able to access all forms of gambling. They essentially work by identifying gambling providers that are registered as such and stopping payments to them. However, when consumers use third party payment providers, the block doesn't realise that the intended transaction is a gambling one. And so, the payment will go through. Because Miss M was sending payments to a third party payment service and not a gambling retailer directly the block didn't work, and Santander was unaware Miss M was gambling.

It wouldn't be reasonable for me to say Santander failed to stop gambling transactions from leaving Miss M's account because it was unaware that these transactions were linked to gambling. It is also true that gambling blocks won't stop faster payment transactions, which are those online transactions linked to account details as opposed to card details.

On 20 July 2024, Miss M was issued with a new debit card, and with this, instructions on how to set up the gambling block. Santander told us that the gambling blocks are not put on the account but on the specific cards. This meant that gambling blocks that the consumer needed had to be re-applied. Santander told us that the onus for doing this rested with the consumer. The instructions that are sent out with new cards, make it clear how to apply the blocks:

'You can block your card being used for gambling international and overseas or contactless spend and temporarily freeze your card in your mobile banking app. To do this, go to "More" and select "manage my cards".'

So the onus was on Miss M to re-apply the gambling blocks on her new debit card although going forward, I think Santander should consider reminding vulnerable consumers to re-apply blocks on new cards issued.

My decision is to not uphold Miss M's complaint for the reasons given above. I appreciate that Miss M will be disappointed with this and I understand that the impact of these transactions has been incredibly difficult for both her finances and her overall health. But I can't conclude that they're linked to any failing on the part of the bank or its gambling block. While tools like the gambling block can be useful, they're not perfect and even when applied to someone's card, it's possible to circumvent them. And when new cards are issued, the onus is on the consumer to ensure any blocks are re-applied. So having considered

everything that both parties have said and submitted, I'm simply not persuaded, in the particular circumstances of this case, that Santander did anything wrong.

My final decision

For the reasons set out above, I don't uphold Miss M's complaint against Santander UK Plc

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 8 April 2025.

Paul Hamber
Ombudsman