

The complaint

Mr T complains about how Starling Bank Limited (Starling) failed to prevent gambling transactions debiting his account. Accordingly, Mr T would like Starling to refund the transactions, with interest.

What happened

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

In February 2024, Mr T made two payments totalling £5300 to a gambling company who I'll call B. as Mr T believed that Starling should not have allowed these payments, he complained to Starling. Mr T explained that Starling was aware of his history of gambling and mental health issues, and accordingly, Starling failed in their duty of care, to prevent the payments.

Starling applied a gambling block and looked into the complaint, responding to say they could not agree they had done anything wrong. Starling acknowledged Mr T's previous contact with them, explaining that whilst Mr T did dispute some transactions in 2023, and earlier in 2024, the reason for the disputes was around the legitimacy of the company involved, rather than any gambling problem. Therefore, Starling was not previously in a position to provide Mr T with gambling assistance. Starling went on to say Mr T's account did not exhibit any signs of gambling which they might find concerning. Plus, Starling said that Mr T was made aware during his contact with them in 2023, of the limitations of their facilities in terms of gambling sites.

Remaining unhappy, Mr T referred his complaint to our service. He reiterated that Starling knew of his history with gambling and mental health and ought to have spotted these 'red flags' and therefore missed the opportunity to stop the transactions in question.

Our investigator looked into the complaint and issued their view saying they would not be asking Starling to take any further action, mentioning the non-regulated nature of B, and the method by which Mr T made the transactions. Our investigator also mentioned that Starling's terms and conditions do state that any gambling block may not cover all payments.

Mr T rejected this view still maintaining that Starling, due to the information he had provided them from previous contacts, was responsible for the £5300. As a result, it was agreed that the complaint be referred to an Ombudsman.

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 Starling has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr T fairly. I've also examined what Mr T sent to Starling and to this service.

It is always regrettable when we see a complaint develop into a much longer protracted experience. I sympathise with Mr T for both the frustration he experienced, and his issues about which he has been 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.

I won't repeat what our investigator said in their view, suffice to say that I agree with what they said and was pleased to note the emphasis the investigator placed on the method of payment, when commenting on gambling blocks.

Moving on to what I consider to be the most important point here, which is Starling's responsibilities, I would like to say that I acknowledge just how strongly Mr T feels that Starling let him down in view of what he considers to be important information they held about him in regard to gambling and mental health. That said, examining the business file that Starling provided to our service, I can't see evidence that at any point, Mr T gave full details of the issues he was experiencing. It seems clear that when Mr T contacted Starling to dispute transactions - other than 12 February 2024 - he did so generally on the basis of the set-up of the companies involved, rather than with full disclosure of any gambling problems.

Accordingly, Starling could only follow their processes for transaction disputes, until Mr T made them aware of his gambling issues, at which point Starling was able to provide the necessary gambling support. I don't think it's reasonable to think that Starling would invoke gambling support processes with the limited information they were provided by Mr T. Therefore, it would not be fair to ask Starling to consider a refund of the £5300.

On a related note, I note that Mr T supplied details of what he considers to be a similar, historic case that our service dealt with, which Mr T asked us to consider alongside this complaint. Whilst I thank him for doing so, and acknowledge we do deal with other gambling-related complaints, I've kept my considerations solely on this complaint.

From the lack of identifiable errors and the actions Starling took, I think Starling acted within its duty of care to Mr T with the information they had, and treated Mr T 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 T to accept or reject my decision before 24 June 2025.

Chris Blamires
Ombudsman