

The complaint

Miss T complains that Nationwide Building Society failed to provide sufficient support for her in respect of her problems with gambling, causing her to lose a lot of money. And that it applied an online block on her account which failed to block online gambling transactions.

What happened

Miss T first contacted Nationwide in July 2023 as she'd been concerned about her online gambling. She initially wanted the transactions refunded as a chargeback. She contacted Nationwide again concerning her gambling problem in October 2023 and she was offered support from the specialist support team (SST). She explained that she would be going into the branch the next day. She put a gambling block on her account, and asked for an online block for all online transactions. It looks like she asked for the online block to be removed permanently in November 2023, and as she had a new card Nationwide confirmed that block wouldn't apply.

As far as I can see, the next contact with Nationwide was in May 2024. Miss T was still concerned that her gambling transactions may be scams, and again tried to pursue chargebacks. In July 2024 the online block was put back on Miss T's account. Although during August 2024 there were a number of phone calls where Miss T asked for the block to be taken off for a short period and then put back on again.

On referral to the Financial Ombudsman Service our Investigator said she couldn't say that Nationwide had acted unfairly. It had offered Miss T support and put blocks on the account when she requested it.

Miss T said that "many many times" Nationwide took the block off the account and then failed to put it on again, and due to her addiction she was able to gamble more. She also said that she was able to gamble while the online block was in place. We put this to Nationwide, who explained that for an online block (and not a gambling block), there are some transactions it is unable to prevent, like transactions made to gambling/crypto sites outside of the UK.

I issued a provisional decision. In it I said that as Nationwide hadn't in my view made clear to Miss T that an online block might not apply to certain transactions, it should pay her £200 compensation.

Nationwide accepted my provisional findings.

Miss T felt that Nationwide should pay her £750 compensation for damage caused to her mental health and refund some of the overseas gambling transactions. She also asked that we obtain the bank statements from 2020 until the present date to show when her problems with gambling occurred.

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.

The following were my provisional findings:

“chargebacks

I'm aware that Miss T did make requests for chargebacks on a number of occasions and Nationwide explained that it couldn't do this. I haven't considered those in this decision, so if Miss T wishes to pursue that complaint further, she will have to do it separately.

gambling support

I should explain that Nationwide can't prevent its customers from gambling, as it is a legal activity. So for any blocks on her account, Miss T must give her consent. This does mean that Nationwide can't close her account because of her gambling, or change it to a different type of account without her consent.

I recognise that Miss T has a problem with addiction, and it has been very difficult for her. I appreciate that she has made genuine efforts to overcome this. From Nationwide's point of view, it has an SST and in July 2023, she was referred to the team. From the calls she made afterwards and going into September and October 2023, it does appear that she was offered every support that was available, including a referral to the SST, details of outside agencies and an interactive guide about gambling. But again it was for her to accept their help and on a number of occasions she made it clear that she didn't want this help.

As I've set out above, following information provided by Nationwide, Miss T put a gambling block on her account, and Nationwide had made it clear that this didn't cover all possible gambling activity, especially to overseas websites. It also put online blocks on her account and took them off when she requested.

I understand that from August 2024 Nationwide has been willing to offer Miss T further support through its SST, but it is for her to contact Nationwide about this.

From the evidence I've seen I think Nationwide provided as much support as it was able to offer. I don't think it could have done anything further.

online blocks

As far as I can see, Nationwide told Miss T that, unlike a gambling block, an online one would block all transactions made online. Miss T would be able to use her card in shops, but she would have to remove the block to carry out online transactions. In those circumstances, it was explained to her that she would be liable for any transactions she made when the block was removed.

Miss T says that when Nationwide removed the block she asked it to put it back on, and that on many occasions it failed to do so which meant she was able to gamble. She also says that again on many occasions, she was able to gamble even though the block was on. I've listened to phone calls during July and August 2024, and reviewed the online chats. And I haven't been able to note any particular time when Nationwide failed to put the block back on when requested. However, as I've noted above, Nationwide has said that the online block wouldn't prevent gambling or crypto transactions outside of the UK. I don't think Miss T was told that. On a number of occasions during telephone calls or chats she was told that it would block all online transactions.

I don't think it would be appropriate to refund any gambling transactions made during this

period. When Miss T asked for the blocks to be taken on and off I think she gambled on these occasions. But I do think, in light of Nationwide's explanation, that Miss T was misled into believing that an online block would stop any online gambling altogether. And it doesn't appear to have done this.

While I appreciate Miss T chose to gamble, she did believe the online block gave her some protection. So I understand that she would have been caused additional stress and worry if it didn't work. So in those circumstances I think Nationwide should pay Miss T compensation of £200. I should emphasise that we only have recordings and records about this going up to the end of August 2024. If Miss T raised any difficulties with Nationwide after that, she will need to put them to it so that it can answer any further complaints."

Miss T has asked that we obtain bank statements from 2020 until the present date. As I've noted, from the evidence I've seen, Miss T first contacted Nationwide about her gambling problems in July 2023. This appears to accord with what she says so I don't need to review any statements from before that time.

In my provisional findings I noted that we only had recordings and records going up to the end of August 2024. In fact Nationwide has provided us with bank statements and some case notes from its SST beyond that date. But I have to emphasise that my function is to deal with Miss T's complaints about how Nationwide has dealt with her gambling problems. And I can only deal with those complaints where it has carried out a review of them. Here I've noted that on 10 September 2024 Nationwide reviewed Miss T's complaints about the online block failing to block certain transactions. I think it's in all parties' interest to draw a line under the matter and that it's fair to look at the complaints up until that date.

I have considered Miss T's response and the additional information she has supplied to us. I remain of the view that £200 compensation is fair and reasonable. I've noted in particular that Miss T continued to gamble when the online block had been taken off and when she thought that the block was still on. So I don't think it would be appropriate for me to ask Nationwide to refund any of those transactions.

If Miss T has continued to gamble since that date, and if she feels that Nationwide hasn't provided her with adequate support, and/or has any further complaints about this then that is a matter which she must take up with Nationwide.

So I remain persuaded by my provisional findings. Those findings are now final and form part of this final decision.

Putting things right

Nationwide should pay Miss T £200 compensation.

My final decision

I uphold the complaint in part and require Nationwide Building Society to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 21 May 2025.

Ray Lawley
Ombudsman