

## **The complaint**

Mr L complains that Santander UK Plc failed to offer him support when he made several cash withdrawals from the same ATM at a casino.

## **What happened**

In November 2023 Mr L took out a credit card with Santander.

In or around August 2024 Mr L began to make cash withdrawals using the credit card from an ATM at a casino and used the cash for gambling.

Mr L accrued significant debt on the credit card and was charged interest on the cash withdrawals. He complained to Santander and said the unusual pattern of cash withdrawals and the location of the ATM from which he was withdrawing cash should've triggered an alert.

Santander didn't uphold the complaint. It said it hadn't made an error and that it would only contact a customer if there had been fraud or gambling transactions on the account.

Mr L remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. He said there was no evidence that Santander had made an error.

Mr L didn't agree so I've been asked to review the complaint.

## **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 know it will disappoint Mr L, but I agree with the investigators opinion. I'll explain why.

I've reviewed the transaction history on Mr L's account. I can see that he started making cash withdrawals in August 2024 and continued to use the card for cash withdrawals until February 2025. I can see that Mr L was withdrawing around £300 per day, which is the maximum amount of cash that can be withdrawn per day according to the information on Santander's website.

Mr L has said that he thinks that his regular cash withdrawals from the ATM within the casino should've triggered an alert at Santander. This service asked Santander about its processes for flagging gambling transactions. It explained that the cash withdrawals made by Mr L wouldn't flag in its systems as they aren't card transactions (whereas card transactions for gambling transactions would flag on the system). Santander also explained that its systems wouldn't recognise the location of a particular ATM and identify this as a cause for concern.

I've reviewed Mr L's account, and I can see that he has remained within his credit limit and has been meeting his monthly repayments. I can see that he has been charged interest on

the cash withdrawals. This is in line with the terms and conditions of the account, which Mr L accepted when he took out the card.

Taking all the available information into account, I'm unable to say that Santander has made an error or treated Mr L unfairly. Santander had no knowledge of what Mr L was using the cash for so it had no reason to flag the account for gambling.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 15 July 2025.

Emma Davy  
**Ombudsman**