

The complaint

Mr J complains that Nationwide Building Society didn't adequately support him with his gambling addiction.

What happened

Mr J previously complained to Nationwide in 2023. As part of that complaint, he told Nationwide he was on medication which left him unable to control his urge to gamble. Mr J complained again in February 2025, sharing his concerns with Nationwide that, despite it being aware of the effects of his medication, he was still able to gamble on his account.

As part of the interaction, Nationwide offered to apply a gambling block to his card which it said would block payments to gambling companies online and in person. It said the block could be removed upon request, following a 72-hour wait. Mr J queried why the block couldn't be added without the capability to be switched off, but agreed to it being applied.

Nationwide looked into Mr J's complaint, but didn't uphold it. It noted that a block had been applied to his account in May 2023, but that he had called to remove it shortly after as the block meant he couldn't see his online banking. It said it had made him aware of the available support at the time, but said he hadn't contacted Nationwide since then to let it know he was struggling with gambling or to make use of the resources it had available to help him.

The response noted it had already given Mr J a number to call and provided a website he could visit if he wanted any support. It said Nationwide had also tried to call him to discuss the support it could offer, but had been unable to reach him.

Mr J responded to Nationwide to let it know he was unhappy with its final response. Nationwide wrote to Mr J again, letting him know it wouldn't be changing its decision. It noted that after applying the most recent block in February 2025, Mr J had managed to gamble using bill payments via open banking, and that this wasn't something the block could guard against. It encouraged Mr J to contact Nationwide's specialist support team to talk about any further help it could offer.

Mr J wasn't satisfied and brought his complaint to our service. He said he should have been better protected by Nationwide and asked for his losses to be returned to him.

Our Investigator didn't uphold the complaint. He noted that Nationwide had offered Mr J support in 2023 but that Mr J had removed the gambling block. In addition, he didn't think there was anything that should have prompted Nationwide to review Mr J's account. As he hadn't identified any failing on Nationwide's part, he said he couldn't ask it to do anything in relation to Mr J's complaint.

Mr J disagreed with the Investigator's view. He asked him to listen to his calls with Nationwide, stating that, after years of complaints and communication about his gambling problem and medication, Nationwide hadn't assisted him at all.

Nationwide provided a number of recordings, but they didn't change the Investigator's view. He was persuaded by the recordings that Nationwide had made Mr J aware of the support it could offer. He noted that Mr J had told Nationwide during his interactions with it that the available account restrictions weren't suitable and that that he was already utilising the support it would have signposted him to. As a result, the Investigator was satisfied that Nationwide couldn't have done more for Mr J.

As no agreement could be reached, the case was passed to me to decide.

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.

Having done so, I don't uphold this complaint. I realise this will likely come as a disappointment for Mr J, and I would like to assure him this outcome doesn't seek to diminish the impact of the issues he faces. However, in upholding this complaint I must be satisfied that Nationwide did something wrong which caused him to lose out as a result – and I am not. I've explained why below.

I should point out that as our service has already considered a complaint about Nationwide's response to Mr J's gambling issues in October 2023, this decision focuses on events which have taken place since then.

I've seen no evidence of Mr J approaching Nationwide for help in the period this decision covers until his request for a gambling block in February 2025. But even if he had, Nationwide had previously set out the assistance it could give and so I think Mr J was already aware of the support on offer. And, whilst I agree that Nationwide was aware of Mr J's medication, and how it affected his impulse control, I don't think this in itself is a reason to have manually reviewed all transactions on his account.

I say this because, in accordance with the Payment Services Regulations, Nationwide is generally expected to process the payments and withdrawals that Mr J authorises it to make. Broadly, Mr J is entitled to spend his money as he chooses, and this includes making transactions related to gambling. As a result, Nationwide isn't generally expected to monitor accounts for gambling transactions and so it wouldn't have known Mr J continued to experience difficulties until it was notified. Because of this, I don't think Nationwide could reasonably have done more to support Mr J, until February 2025 when it applied another block at Mr J's request.

I've considered whether Nationwide had other opportunities to review the account, such as the account being flagged for fraud concerns. But I haven't seen any evidence of this, or any other activity which should have led to a manual review. But even if Nationwide had reviewed Mr J's spending, I have looked at his statements for the period this decision covers and, whilst I note that some payments appear to have been returned due to insufficient funds, they were not at a frequency which I think should have alerted Nationwide to an issue.

So, based on what I've said above, whilst I'm very sorry to hear about the difficulties Mr J is having, and I realise my decision will be disappointing for him, I'm not persuaded Nationwide acted unfairly, or that it needed to do anything more in the circumstances.

My final decision

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 17 September 2025.

James Akehurst
Ombudsman