

The complaint

Mr B complains about how National Westminster Bank Public Limited Company (“NatWest”) administered his current account.

What happened

Mr B had a current account with an overdraft facility, provided by NatWest. Mr B complains that on two occasions, NatWest provided him with temporary credit, despite his account being in a negative balance. Mr B says NatWest shouldn’t have done this as it was aware that he had a gambling addiction and he used the credit for gambling which exasperated the issue. Mr B says that NatWest failed to take steps to support him and it didn’t provide him with adequate warnings or advice about the consequences of using the temporary credit.

Mr B adds that he hasn’t received any clear information about how to resolve the problem. And when he recently tried to make a complaint, he was told it couldn’t be logged because access couldn’t be gained to his account.

NatWest responded to Mr B’s complaint, but it didn’t uphold his concerns. It explained that the temporary credits were provided to Mr B in April and May 2019 due to unauthorised transactions debiting his account. It said it did this so that Mr B wouldn’t be without funds. But Mr B spent the funds before NatWest reversed the credit. It didn’t think it had done anything wrong here. It also explained that Mr B hadn’t made it aware of any gambling addiction at the time Mr B requested the temporary credit. And it couldn’t restrict gambling transactions without his consent.

An Investigator considered the information provided by both parties, but it didn’t uphold Mr B’s complaint. In summary, they explained that they didn’t think NatWest had done anything wrong in providing Mr B with the temporary credit, even considering the circumstances Mr B had explained about his gambling addiction. The Investigator also noted that NatWest had written off Mr B’s debt in 2022, which came to a total of £5,707.78.

Mr B didn’t agree with the Investigator’s view; I have summarised his main points below:

- NatWest ought to have been aware of Mr B’s gambling problem from reviewing the transactions on his account.
- Every time he was provided with temporary credit, the funds were immediately spent on gambling.
- NatWest should have provided him with better support and, for example, offered to place a gambling block on his account or provided more information about gambling addictions. He adds that NatWest’s lack of intervention contributed to the losses he says he incurred.
- Mr B seeks substantial compensation to reflect the serious impact NatWest’s actions had on him.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

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 considered all of the evidence available to me, I've decided not to uphold Mr B's complaint.

When Mr B first referred his concerns to both NatWest and this Service, his complaint was about NatWest's actions in allowing him temporary credits when it ought to have been clear to NatWest that Mr B was facing difficulties with gambling. I make this point, as I can see that more recently, Mr B has referred to how NatWest dealt with him in relation to his addiction more generally. This decision will purely focus on the complaint originally referred to this Service which was about NatWest's decision to provide him with temporary credits.

NatWest has said that it took the decision to provide Mr B with temporary credits of £1,600 and £4,150 in April 2019 and May 2019. It said it did this to help Mr B when he disputed some transactions on the account. But Mr B spent the temporary credits, which meant that when NatWest re-debited the account, Mr B's account went into an unarranged overdraft position.

NatWest has explained that it has now written off the balance Mr B owed, which was £5,707.78.

I think it is clear that Mr B used the for numerous gambling transactions. I can see that in 2016, NatWest asked Mr B about this, and he confirmed he was already receiving support. While I accept that NatWest should have been aware that Mr B was using the account for gambling transactions, I don't think it was unfair or unreasonable of NatWest to have allowed the temporary credits in these circumstances. NatWest has explained that it allowed the temporary credits to ensure that Mr B wasn't restricted in accessing his funds whilst unauthorised transactions were dealt with. This doesn't seem unfair or unreasonable to me. And while I can understand Mr B's point of view, I wouldn't have expected NatWest to have not allowed him access to temporary funds, as it would its other customers, because there was a possibility he might have used the funds for gambling.

I have asked NatWest some more questions about what happened when the temporary credits were provided. For example, I have asked for a copy of the call recordings that took place when the temporary credits were requested so I could get a better understanding as to what Mr B knew about how the temporary credits would work, when they would be collected from the account, and what the temporary credits were needed for. NatWest hasn't been able to provide me with a copy of the call recordings due to the passage of time – I don't draw anything negative from this, I wouldn't have expected NatWest to have kept hold of this information for all this time. This does though make it difficult for me to know what Mr B was told at the time.

NatWest has sent me a copy of a transcript that its advisors should have used at the time of providing a temporary credit. This prompts the advisor to explain the date the temporary credit would be collected, that the temporary credit would be reversed regardless of the account balance at the time, and that NatWest wouldn't make contact before reversing the temporary credit. Based on what I've seen, I find it more likely that Mr B was made aware how the temporary credit worked, and that the funds would be collected from him regardless of the account balance on the date specified for the reverse. I say this because there was an

expectation on the advisor to provide this information prior to allowing a temporary credit, and the script they were required to follow prompts them to provide such information. While I accept it's possible that the advisor might not have made Mr B aware, I don't think this is more likely to be the case.

Taking everything I've read and been told into account, I don't find that NatWest acted unfairly or unreasonably in providing Mr B with the temporary credits, even in the circumstances he has described.

That being said, even if I were to find that NatWest had done something wrong here (which, to be clear, I'm not saying it has), NatWest has already written off Mr B's debt of £5,707.75, which is far more than I would have asked it to do had I found in Mr B's favour. Because of this, there isn't anything more I would have asked NatWest to do to put things right for Mr B in the circumstances.

My final decision

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 September 2025.

Sophie Wilkinson
Ombudsman