

The complaint

Mr T complains Nationwide Building Society (NBS) didn't intervene to prevent him gambling and provided him with incorrect information about gambling blocks.

What happened

The circumstances of this complaint are well known by both parties, so I will not repeat them in detail here, but in summary:

Mr T said NBS advised him incorrectly when it told him it couldn't block faster payment to two different merchants, when it could. He explained he spent over £600 to these merchants which could have been prevented had NBS applied a block. Mr T explained he is vulnerable and sadly suffers with compulsive gambling and explained this had had a significant impact on him.

NBS accepted it had provided Mr T with some incorrect information concerning blocking faster payments to certain merchants and offered £50 compensation for the inconvenience this caused. However, NBS said as Mr T sent the payments to the gambling companies as faster payments through his banking app its gambling blocks wouldn't have worked. NBS explained its gambling block only detects and stops gambling payment through card transactions. NBS explained Mr T didn't ask for the payments to be blocked until after he had made them.

Our investigator explained they were satisfied the payments in question were faster payments and therefore wouldn't have been detected by a gambling block. They explained gambling blocks work by detecting '*merchant [category] codes*' (MCCs) linked to gambling companies. They explained faster payments do not use these codes to send funds.

They were also satisfied the evidence showed Mr T didn't request a gambling block on his account until after he had made these payments, therefore NBS wouldn't have been aware of an issue or been able to stop them via its gambling block.

Our investigator therefore didn't think NBS had done anything wrong and thought the offer of £50 for providing incorrect information when Mr T contacted it on one occasion was fair.

Mr T rejected our investigator's recommendation, his complaint has therefore been passed to me to make a final decision.

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 appreciate how strongly Mr T feels about his complaint. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact

the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Where evidence is incomplete, inconclusive or contradictory, I have to make decisions on the balance of probabilities – that is, what I consider is more likely than not to have happened in light of the available evidence and the wider surrounding circumstances.

I was sorry to hear of the difficulties Mr T has had with gambling recently. I can see our investigator signposted organisations which may be able to assist Mr T and I would encourage him to seek assistance and support from such organisation should he need to.

Firstly, there isn't any dispute the payments in question were authorised by Mr T. He has accepted he instructed NBS to make these payments through his banking app. The starting position in law is a bank is expected to process payments and withdrawals a customer authorises it to make, in accordance with the terms and conditions of the customer's account.

Customers bank accounts are not routinely monitored or examined manually by businesses as a matter of course. NBS would likely only have had cause to examine these payments if it suspected fraud or if Mr T had gotten into financial difficulty. As the payments were for relatively small amounts through a trusted device, and I haven't seen any evidence Mr T was struggling to fund these transactions, I think it unlikely NBS would have had any cause to examine these payments in any detail. I have taken this into account when deciding what is fair and reasonable in this case.

I am also satisfied the payments were indeed made as faster payments, more commonly known as online bank transfers.

I now move on to consider whether there was a gambling block on Mr T's account and whether I am persuaded this would have led to a different outcome in the circumstances.

NBS has provided evidence, including recordings of telephone calls which I have listened to, which show Mr T contacted NBS in early 2025 about other transactions to different gambling companies using his NBS bank card. On these occasions Mr T explained he was having difficulties with claiming winnings from an online gambling site. He therefore requested a '*change-back*' for these payments.

NBS asked Mr T whether he wanted help with his gambling during one of these calls, he explained it wasn't an issue and he just wanted help getting his winnings from the gambling company in question.

The evidence I have seen suggests the next telephone contact Mr T had with NBS was after the transactions to the separate companies mentioned above had occurred. It isn't clear from the evidence I have if and when Mr T placed a gambling block on his account, but it would appear from the evidence I have seen, this may have occurred between February and March.

In any case I am persuaded this is somewhat irrelevant in this case and I am satisfied any such block was unlikely to have stopped the transactions Mr T made, I shall explain why. Gambling blocks are a service provided by some, but not all, financial businesses as a mechanism to assist customers who experience issues with compulsive gambling. They work by detecting merchant category codes (MCCs) sent by the merchant when transactions are requested by a bank card. A merchant will provide a code which the business can then identify as a gambling company and block the transaction.

However, these blocks have limitations. They usually only work for companies which return a recognised gambling MCC, which businesses cannot influence, and often only work with gambling companies based in the UK. They also do not usually work with transactions made by other methods other than by bank card, such as faster payments, as MCCs are not used during this process.

So, even if a gambling block was active on Mr T's account at the time of these transactions, I think it is unlikely it would have stopped the faster payments Mr T authorised. I also recognise he first raised that he wanted faster payments blocked to the named companies after he had made them.

During this call NBS incorrectly said it wasn't able to block faster payments to individual companies and instead placed a block on Mr T's online banking. NBS has since clarified it is able to block faster payments to named companies, and therefore accepts it misadvised Mr T when it told him it wasn't able to do this.

Whilst I accept Mr T appears to have been misadvised and incorrect action taken, I am satisfied NBS has recognised and apologised for this and offered £50 for this mistake. Having considered this carefully, I can't see this error led to any direct or indirect detriment to Mr T. Furthermore, NBS did take some positive preventative action by blocking his account, albeit this was avoidable.

However, importantly, the issues Mr T is complaining about happened *before* this conversation and therefore it would seem unreasonable and unfair to consider this as causative or influential factor on the losses he had claimed.

In summary, I am satisfied Mr T authorised these transactions, although it is possible he had a gambling block on his account, this would only have worked for certain gambling transactions using a bank card. Mr T essentially circumvented any such block by making faster payments. He also didn't tell NBS about these transactions until after he had made them, therefore I am satisfied NBS had no reason to stop or investigate further these payments when they were made. I am therefore not persuaded it is fair or reasonable to hold NBS liable for a refund of these funds and do not uphold this complaint.

I appreciate Mr T will likely disagree with my final decision, but I trust I have explained my reasons for it sufficiently.

My final decision

For the reasons I have given, my final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 19 August 2025.

Gareth Jones
Ombudsman