DRN-5693210

The complaint

Mr C complains The Royal Bank of Scotland Plc failed in its duty of care to him as its gambling block didn't stop payments going to an overseas gambling website.

What happened

Mr C has an account with the Royal Bank of Scotland ("RBS") and a credit card.

Mr C says between January and April 2025 he paid approximately £2,500 to overseas merchants. He complained to RBS in April 2025 saying that he had activated its gambling block but this hadn't stopped the payments. Mr C asked for a refund saying that RBS had failed in its duty of care.

RBS looked into Mr C's claim and said that its gambling block wouldn't stop payments to the merchants he was using because they were overseas websites and the merchant code they used didn't identify them as gambling companies. RBS said that it hadn't, therefore, done anything wrong. RBS said that it could block Mr C's from using his card online and block his online banking so he couldn't use his app in order to help him. RBS suggested he speak to an organisation that helps with gambling so that he could add some software to his phone too. Mr C complained to our service saying he wanted a refund.

One of our investigators looked into Mr C's complaint and said that RBS hadn't acted unfairly. Mr C disagreed and asked for his complaint to be referred to an ombudsman for a decision. His complaint was, as a result, passed to me.

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 can see that Mr C activated a gambling block on his RBS account in February 2025. I can also see that he made a large number of payments – approximately £2,000's worth – between January and April 2025 to several different merchants all of which were overseas gambling websites. RBS is right that the gambling block on his account wouldn't have stopped any of these payments as the merchant code associated with these websites didn't show that they were gambling websites. I, therefore, agree with our investigator that RBS didn't do anything wrong or act unfairly. I can see that the day after Mr C made a claim that a member of RBS's staff called him and discussed additional steps it could take – the ones I've mentioned above. These steps effectively stopped Mr C from using his account online – including making payments to genuine merchants – rather than simply stopping gambling related payments. I can see that RBS suggested this because it knew he had an account elsewhere and he agreed to these additional steps.

My final decision

My final decision is that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 2 October 2025.

Nicolas Atkinson
Ombudsman