

The complaint

Mr M complains that Santander UK Plc allowed him to carry on gambling despite being aware that he had a problem with gambling. He feels Santander failed its regulatory obligations and in its duty of care.

What happened

Mr M used his Santander account to gamble significant amounts. Over a period, Mr M applied and then removed the gambling block on his account. Santander reached out to Mr M on multiple occasions to offer the support it could – applying the gambling block and signposting him to other organisations. Over one 24-hour period, Mr M lost £5,000. Mr M feels that Santander should have done more to protect him and therefore asks that it refunds the gambling losses. He says because Santander sent him warning e-mails, it clearly thought there was a problem and so should have applied stronger restrictions.

Santander didn't uphold Mr M's complaint. It said in its final response that Mr M removed the gambling block himself, and the transactions were completed after the block had been removed. So, it said there had been no mistake. Mr M referred his complaint to the Financial Ombudsman Service where an investigator considered the merits.

The investigator said in their opinion that Santander had questioned Mr M over gambling transactions before removing the block and he had confirmed the transactions were genuine and he wasn't in financial difficulty. They also said Santander had a legal obligation to pay transactions authorised by Mr M and it did nothing wrong by paying the transactions he authorised.

Mr M disagreed. He said Santander had failed in its regulatory duty by:

- Failing to protect a vulnerable customer. Mr M said his pattern of behaviour in adding then removing the gambling block showed a vulnerability to gambling and Santander had a duty to treat him fairly
- Providing insufficient safeguarding measures. Mr M feels the warning e-mails and self-applied gambling blocks were passive interventions and his situation demanded a more pro-active engagement.
- Failing to deliver a good outcome. Mr M says Santander failed in its duty to prevent foreseeable harm and support a customer to achieve a good outcome. By allowing the block to be added and removed, it was not preventing foreseeable harm.

Mr M asked for an ombudsman's decision and so his complaint has been 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.

I appreciate the very difficult situation Mr M has found himself in because of his gambling addiction. But, although this will be a great disappointment to Mr M, I don't intend to uphold his complaint.

A bank's overriding legal duty to its customer is to act in accordance with the mandate it holds. Put simply, if Mr M asks Santander to make a payment – and it's lawful to do so – then Santander must comply. Gambling is a legal and legitimate business in the United Kingdom and consumers are free to engage or not as they choose. So, if there were no operational blocks on Mr M's account at the time the transactions were made, then Santander had no choice other than to make the payments.

Mr M refers to the Consumer Duty and the Financial Conduct Authority's Fair Treatment of Vulnerable Customers Guidance (FG21) which places obligations on businesses like Santander.

I've looked carefully at all Mr M has said about Consumer Duty and FG21. Santander has an obligation to recognise patterns and make appropriate support recommendations. Normally, the algorithms put in place by a bank spot unusual transactions. But because of Mr M's previous gambling, the transactions wouldn't have triggered as unusual. Also, transactions are highlighted due to individual value. But none of the transactions were sufficiently high to flag as unusual. And, because the transactions didn't cause the account to go overdrawn or breach any limits, it wouldn't have been spotted. And finally, there is no requirement for Santander to individually monitor accounts.

I have listened to the call Mr M had with Santander on 21 June 2025 and have heard that the adviser spoke to Mr M about the large number of gambling transactions and how Mr M should be careful with his money. But Mr M confirms the payments are all genuine and that he is not in any financial difficulty. So the block is removed.

Santander has a built in "friction" period. Although the block is removed, gambling transactions can't be done straight away – there is a delay. And that's clear from the bank statements. Mr M removed the block on 21 June 2025, and the transactions didn't happen until the next day. So, I can't say the spending was impulsive – because of the delay.

Santander offered the gambling block and Mr M both knew about it and used it. Santander also spoke to Mr M about gambling transactions and sent him e-mails and text messages concerning them. But Mr M carried on with the gambling transactions.

Mr M says he wanted Santander to be more pro-active and stop him from spending his money on gambling. But as I said earlier, to do this would be to go against its principal obligation and so it wouldn't do that.

I'm satisfied from the evidence I've seen that Santander has complied with the Consumer Duty and FG21 and has acted appropriately to assist Mr M within its legal obligations.

As I said at the outset, I do recognise the difficulties this incident has caused, and I hope that Mr M has been able to get the support he needs to move forward.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 January 2026.

Stephen Farmer

Ombudsman