

## **The complaint**

Mr F complains about how Santander UK Plc failed to prevent gambling transactions debiting his account. Accordingly, Mr F would like Santander to refund the transactions, and award compensation.

## **What happened**

The details of this case are well known to both parties, and our investigator provided a thorough summary; so I'll concentrate my decision on the key points.

During 2024 and 2025, Mr F spent over £30,000 in deposits which were used for gambling. Despite Santander being aware of Mr F's gambling issues, blocks being placed, and gambling support groups being involved, the transactions were debited leaving Mr F in significant debt, and with emotional damage.

As Mr F believed that Santander did not protect him and his funds, and the transactions were unusual and excessive, he complained to Santander. Mr F explained that Santander was aware of his gambling problem, and associated vulnerability, and accordingly, Santander failed in their duty of care.

Santander investigated but could not agree they had done anything wrong. Santander said they could not monitor transactions, that Mr F was allowed to spend his money as he wished, and Santander could not restrict any transactions other than those selected by the customer on card controls, or fraud monitoring. Santander ended their letter by suggesting Mr F contacted an organisation that could help with gambling self-exclusion.

Remaining unhappy, Mr F referred his complaint to our service. He reiterated that Santander knew of his vulnerability with gambling and ought to have spotted these transaction patterns and therefore missed the opportunity to stop the transactions in question.

Our investigator looked into the complaint and issued their view saying they could not find Santander at fault, that they had correctly followed process, so would not be asking them to take any further action.

Mr F rejected this view saying his vulnerability had been ignored, Santander failed in their duty of care by allowing him to continue gambling, and not all complaint evidence was considered. As a result, it was agreed that the complaint be referred to an Ombudsman.

## **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 have looked at the information Santander has supplied to see if it has acted within its terms and conditions and to see if it has treated Mr F fairly. I've also examined everything Mr F sent to Santander and to this service.

I'm aware I have only summarised the circumstances of Mr F's complaint above. So, I'd like to reassure him that I have read and considered everything he has told us in full. And I hope the fact that I do not respond in a similar detail here will not be taken as a discourtesy.

One point I won't be addressing in any detail is Mr F's unhappiness about Santander's complaint handling, as our investigator addressed this in their view, providing sufficient clarity that it falls outside of our jurisdiction.

We provide an informal complaint handling service. My role is to consider the evidence presented by the parties and reach an independent, fair and reasonable decision based on the facts of the case and the evidence provided by both sides. In order to uphold Mr F's complaint I would have to find that Santander made an error or acted in a way that wasn't fair and reasonable and this led to Mr F suffering financial loss or some other detriment. So, this is the focus of my decision.

What's clear is Mr F spent a relatively large amount of money on gambling over the periods, and he has pointed out that the amounts exceeded his monthly salary; therefore Santander should have noticed this and intervened. But there were no indications that gambling was causing any financial difficulties. So, I don't believe there was a need for Santander to review Mr F's account or his spending patterns.

To provide some context, it isn't Santander's responsibility to tell customers what to spend their money on, and ultimately Mr F is entitled to spend as he sees fit. A business is required by the Payment Services Regulations and the terms and conditions of the account to facilitate legitimate payments authorised by the account holder. As a consequence, there remains a high level of personal responsibility on the consumer to take action to protect themselves from the harmful effects of their gambling.

As our investigator mentioned, Santander does not operate a system for specifically monitoring and intervening with customers who elect to spend their own money on gambling. Gambling is a legal activity and if the bank restricted all accounts where there are multiple gambling or large value gambling transactions undertaken within a customer's means, then Santander would arguably be operating outside of its contractual banking mandate.

I appreciate Mr F feels very strongly that Santander failed to offer sufficient support during the time of his gambling and that it should have done more. But as I've mentioned, there is no obligation on the part of the bank to manually review how Mr F was spending his money, there were no indicators that the way he was spending was causing him problems, plus I can see they did offer support.

So far as Mr F's gambling is concerned, he was making decisions about his own money, and I have found no reason to make Santander responsible for the losses.

From the lack of identifiable errors and the actions Santander took, I think Santander acted within its duty of care to Mr F with the information they had, and treated Mr F fairly in the circumstances. After taking into account everything that Mr F and Santander have told me, I haven't seen enough to show that Santander did anything wrong or that it treated Mr F in a way that wasn't fair and reasonable. In terms of the type of gambling Mr F is unhappy about, this may be a matter for Mr F to take up with the Gambling Commission, if he has not already done so.

I haven't found that Santander acted outside of the requirements on businesses to help vulnerable customers or treated him unfairly. Going forward, I hope Mr F continues to get the help he needs to tackle his gambling issues.

In conclusion, I can't uphold this complaint, and it follows that I can't tell Santander to refund any of the amounts or compensate Mr F. I think it's important to explain that my decision is final. I realise that Mr F will be very disappointed by this outcome though I hope he can appreciate the reasons why it had to be this way. By rejecting this decision all options remain open to him including the legal action he has mentioned.

### **My final decision**

For the reasons I have given it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 22 December 2025.

Chris Blamires  
**Ombudsman**