

## The complaint

Mrs W complains that NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY ('NatWest') failed to protect her as a vulnerable customer by allowing her to spend significant amounts on gambling.

## What happened

When Mrs W complained to NatWest that it failed to safeguard her interests and should've intervened to stop her gambling spending, NatWest didn't uphold her complaint. It mainly said that it hadn't previously been made aware of any concerns about her situation or her gambling and had no reason to think she wasn't able to make her own spending decisions. NatWest also signposted Mrs W to other sources of information and assistance she might find helpful.

Our investigator thought NatWest had responded fairly and reasonably to Mrs W and didn't need to do anything more. Mrs W disagreed, mainly saying that:

- NatWest was aware of her gambling vulnerability after refunding a five-figure amount paid to illegal casinos between December 2024 and April 2025 yet continued allowing gambling transactions.
- She had requested help to block payments sent via a third-party digital payment provider (which I'll call 'T') and used gambling blocks repeatedly, but NatWest dismissed her request and failed to act on clear signs of harm.
- NatWest's gambling block was ineffective, with only a 24-hour cooling-off period and no protection against third-party payment methods like T.
- The investigator was incorrect to say that NatWest couldn't block money going to T as banks can block such payments.
- NatWest ignored multiple red flags including her large gambling spending and the fact she was repeatedly turning gambling blocks on and off and so failed to meet vulnerability and Consumer Duty obligations set by the Financial Conduct Authority (FCA).
- To put things right, Mrs W wanted NatWest to refund her gambling losses between December 2024 and April 2025 when she said NatWest knew she was vulnerable and seeking help.

Mrs W would like an ombudsman review, so her complaint comes 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 that this is a very difficult situation for Mrs W – she has described the difficulties she faces trying to manage a compulsive spending addiction alongside dealing with mental health challenges and having responsibilities for a dependent with additional needs. I am very sorry to hear about Mrs W's difficult circumstances. It's reasonable to expect banks to provide support and assistance to help customers manage gambling responsibly. But there is a limit to the support any bank can offer someone in Mrs W's particular situation and

having thought carefully about everything, I've reached the same conclusion as the investigator. I'll explain my reasons.

To uphold Mrs W's complaint, I would need to find that NatWest made an error or acted unfairly and that this caused her financial loss or other detriment. This is the focus of my decision.

I've thought carefully about whether Mrs W's account activity should have prompted NatWest to realise there might be a problem.

Broadly speaking, there is no general requirement for NatWest to monitor Mrs W's account for gambling transactions and it's up to her to choose how she spends her money. So I wouldn't reasonably expect NatWest to have systems in place to routinely regulate how much or how often a customer uses the account to fund gambling activity – unless the customer specifically asks the bank to do this.

NatWest's system notes show that Mrs W raised an issue with NatWest in January 2025 that was about gambling-related transactions being allowed from the account when there was a gambling block in place. NatWest has also provided our service with a history of blocks being applied and removed on Mrs W's debit card going back to August 2024. So it seems clear that NatWest would've been aware of her gambling prior to December 2024. But that doesn't mean it's reasonable to expect that NatWest should've realised that Mrs W was struggling to manage her compulsion to gamble.

There were no significant signs that Mrs W's spending was causing her financial distress. She mostly operated the account in credit and when she went overdrawn, it was for relatively small amounts (not more than £300 and often less). The account was always soon brought back into credit, often holding a four-figure balance. When NatWest checked her credit status in April 2025, it saw no adverse information such as defaults, court judgments, or bankruptcy. Based on this, I do not consider NatWest had reason to believe Mrs W was struggling financially. I have also seen no evidence that Mrs W told NatWest about her gambling concerns before she complained.

NatWest told us it operates a policy that declines payments if gambling transactions exceed a set threshold based on average credit turnover. Mrs W's gambling spend did not breach that threshold.

Mrs W said that her repeated use of NatWest's gambling block should have been a red flag. However, I think her awareness and use of the feature could equally suggest she understood how it could help and was able to apply it to limit her gambling. Other banks may have longer cooling-off periods after the gambling block is turned back on. But it's up to each bank to decide what its processes should be, subject to regulatory oversight by the regulator - the FCA.

Although Mrs W feels that NatWest could've done more when she asked it to block payments to T, for the sort of one-off payments Mrs W was sending, I wouldn't reasonably expect NatWest to be able to prevent these. As soon as Mrs W confirmed a payment to T with her bank login, the transaction was initiated and it couldn't then be stopped by NatWest or T at that point.

When Mrs W complained, NatWest responded promptly to her disclosure about her vulnerability to spend compulsively on gambling activity. I'm satisfied that once NatWest was made aware of Mrs W's vulnerability, it offered her the tailored support I'd expect a financial business to provide in these circumstances.

After taking into account everything that Mrs W and NatWest have told me, I haven't seen enough to show that NatWest did anything wrong or that it treated Mrs W in a way that wasn't fair and reasonable. So I can't uphold this complaint.

I hope this explanation helps Mrs W understand why I have reached this decision.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 10 February 2026.

Susan Webb  
**Ombudsman**