

The complaint

Mr K complains that Nationwide Building Society failed to meaningfully intervene and allowed gambling transactions to be made on his account and won't refund them.

Mr K is unhappy that he was able to make gambling transactions despite using names and addresses not connected to his bank account when processing the payments.

What happened

I understand Mr K opened a basic account with Nationwide around October 2024. Between then and June 2025, when he complained to Nationwide, Mr K was making regular payments typically ranging from £20 to around £350 to various gambling sites.

Mr K had signed up to GamStop, a self-exclusion website, in 2020, but says he was able to continue gambling online with his Nationwide account by using different names and different address details.

Mr K said Nationwide's security processes should have flagged this up, triggered an intervention or not allowed him to make those payments while using a different name and incorrect billing address.

Mr K complained to Nationwide via webchat in June 2025. Mr K told Nationwide he'd been suffering with a gambling problem and given the amount of gambling activity and the money he'd spent he thinks Nationwide could have picked up on this and offered him support.

Nationwide said it doesn't monitor accounts for gambling usage, and it cannot comment on Mr K being signed up to gambling sites under a false name. Nationwide said Mr K didn't make it aware he was signed up to GamStop and the first time Mr K notified it of his gambling problem was when he made the complaint.

Nationwide said it wasn't in dispute that Mr K had authorised the transactions. And Nationwide said it doesn't doubt Mr K would have authorised the payments if they had been picked up by its anti-fraud system.

Nationwide said it advised Mr K about the option to place a gambling block on his account, but he didn't do this. However, Nationwide said it proactively added a gambling block to Mr K's account after he made his complaint despite Mr K not confirming he wanted to add a block. Nationwide said since the block was added Mr K has been transferring funds to a gambling operator via a third-party open banking platform which the gambling block was unable to stop.

Mr K wasn't happy with Nationwide's response, so he brought a complaint to our service.

Our investigator looked into Mr K's complaint but didn't recommend that Nationwide repay his gambling losses. He said Mr K was gambling with legitimate companies so the transactions wouldn't appear to be unusual or fraudulent to Nationwide. He said he couldn't hold Nationwide responsible for Mr K not making it aware of his gambling problem. And he

thought Nationwide did the right thing in offering support when Mr K did make it aware.

Mr K disagreed with the investigator's view. Mr K said Nationwide failed in its duty of care. And he didn't think it was right that Nationwide had allowed him to gamble despite using different names and incorrect billing addresses when processing the payments.

As Mr K rejected our investigator's findings, his complaint has been passed to an ombudsman 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 would firstly like to express my sympathy for Mr K. I was sorry to learn about Mr K's gambling problem and the mental health issues he has described to us.

Mr K has provided a lot of commentary, evidence and brought up rules and issues he's related to his gambling complaint. I'm grateful for all the information provided but I'm not going to comment on everything. Even though I've read and reviewed the full details I'm going to stick to the factors that I think are key in relation to this complaint.

In deciding what's fair and reasonable, I will take into account relevant law and regulations, regulators' rules, guidance and standards, and codes of practice; and, where appropriate, I will take into account what I consider to have been good industry practice at the time.

I understand Mr K feels Nationwide failed to protect him. Mr K said even though he didn't make Nationwide aware of his gambling problems until he complained to it, Nationwide should have picked up on his gambling issues sooner and done something.

Mr K highlighted various reasons he thinks Nationwide should have noticed his gambling issues and intervened sooner. These reasons included late-night transactions, borrowing money to fund gambling and the number of transactions he was making to different gambling operators.

The issue for me to decide here is whether Nationwide should have done more to protect Mr K and importantly, whether I think anything Nationwide could have done would have resulted in a different outcome or stopped Mr K from finding a way to gamble.

So, I've considered whether I think it would have made a meaningful difference to Mr K's gambling had Nationwide intervened in some way. And having done so, I don't think it would have made a substantial difference. I'll explain why.

Mr K referenced a final decision issued on a different, separate complaint in support of his complaint. I must be clear; this service decides complaints on their individual merits and based on their unique circumstances. I won't comment in full on the merits of that complaint, but I can highlight some of its specific differences compared to this complaint.

I've looked at the decision Mr K referenced, and I'm satisfied the circumstances involved in that complaint are notably different to the circumstances of this complaint. I'll briefly explain why.

In the separate complaint Mr K has referenced, there were no signs of significant or regular gambling for three years. And then in one day tens of thousands of pounds were gambled. This was understandably deemed to be significant and unusual account activity. I don't think

Mr K's gambling was unusual for his account activity nor were tens of thousands of pounds spent in one day.

The circumstances in that separate complaint also supported the position that intervention could have prompted a change in behaviour and prevented gambling losses. I don't think that's the case in this complaint based on the circumstances and available evidence.

Mr K said he knows it's not Nationwide's responsibility to stop his gambling. But if Nationwide had done its duty and asked about his payments and pointed him in the direction of support this could have helped and prevented his gambling from spiralling out of control. Mr K also reiterated Nationwide should have picked up on the transactions he was making using different names and billing addresses.

In broad terms, the starting position at law is that a bank is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations (in this case the 2017 regulations) and the terms and conditions of the customer's account.

We will also think about what difference a bank's intervention might have made to a consumer's gambling. Mr K using gambling accounts in false names after self-excluding shows a degree of determination to gamble that is likely to have defeated any intervention by Nationwide or others.

Nationwide might intervene in transactions where there is a suspicion of fraud, but it won't be liable for customers' spending patterns and cannot stop customers making authorised debit card payments. And Nationwide should support customers that are in financial difficulty. Beyond that, a bank is only likely to become aware of a potential problem if it has been alerted by the account holder or a third party or it's flagged up for some other reason.

In this case, it's not in dispute that Mr K authorised the gambling payments – despite Mr K saying he used different details when processing the payments.

So, I'm satisfied Mr K made the payments and he has confirmed it was him doing so but using different names and addresses, I understand, in order to get around any blocks in place due to his GamStop registration. Though I must note I've not seen evidence to show that incorrect details were inputted for the transactions – rather than just the profile on the gambling site having different names and addresses linked to it.

If it is the case that Mr K was using different names and incorrect billing addresses to authorise the actual payments, then I can understand his position that Nationwide's security systems should have picked up on those payments. However, even if I thought Nationwide could have intervened at that point, I think it's unlikely any intervention would have stopped Mr K from gambling.

I say this because I'm satisfied, on the balance of probabilities, Mr K would most likely have authorised any gambling payments he'd made if Nationwide's fraud systems had detected them and subsequently asked him whether it was him making the payment and whether he wanted to proceed with the payment.

So, even if Nationwide had stepped in or queried the payments Mr K said he made using false names and incorrect billing addresses – I think it's most likely Mr K would have authorised the payments when they were queried. Or found another way to gamble.

I say this because Mr K was already continuing to gamble by circumventing any blocks or obstacles placed by GamStop. So, I think it's most likely Mr K would have taken similar steps

to continue gambling had Nationwide placed any blocks or obstacles on those payments.

After Mr K raised his complaint, Nationwide reminded him he could put a gambling block on his account, but Mr K chose not to do this. So, I think it's fair to say Nationwide offered support once Mr K made it aware of his gambling problem. But Mr K chose not to receive that support.

And as referenced earlier, Nationwide is expected to process payments in line with its customers instructions. So, I wouldn't expect Nationwide to refuse to carry out an instruction from its customer, even if it is in relation to gambling, particularly when a customer has been offered support such as a gambling block and refused it.

However, soon after Mr K complained to it, Nationwide decided to proactively place a block on Mr K's account - despite Mr K not requesting it. And I understand Mr K has since found ways to get around the gambling block Nationwide placed and he has continued to gamble.

Nationwide have explained that Mr K has been transferring funds to a gambling operator via a third-party open banking platform which the gambling block is unable to stop.

So, I'm not satisfied it's more likely than not that Mr K wouldn't have authorised any payments that Nationwide challenged - or found another method, or another account to use, in order to continue to gamble. And I'm not persuaded I can fairly say Nationwide could have prevented Mr K's gambling losses. And had a block been placed on Mr K's account sooner, I think it's unlikely that intervention would have stopped his gambling.

I can understand Mr K's point that Nationwide could have recognised the spending patterns and intervened. Although I must note Nationwide wasn't made aware of Mr K's gambling problem until he complained. And I don't think there was significant cause for Nationwide to consider the account was demonstrating signs of financial difficulty.

However, even if Nationwide had thought there were signs of problematic spending patterns, I must then consider whether I think there is evidence any such intervention would have led to a different outcome. And I don't think the available evidence or the wider circumstances in this complaint support the notion that intervention by Nationwide would have helped or would have changed things.

I've seen evidence of the spending on Mr K's account, and I agree he spent a lot of money on gambling sites. But I don't think this account activity was unusual for him. I think his gambling was fairly consistent and it was in line with the normal use of his account throughout the period this complaint considers. And I've not seen evidence to show the account was particularly poorly managed or that it went into an overdraft regularly.

I have no doubt the spending has had a significant impact on Mr K personally. But I don't think I can fairly hold Nationwide responsible for the money Mr K has spent or the effect this has had on him. And I haven't found that Nationwide acted outside of the requirements on businesses to help vulnerable customers or treated him unfairly.

I think Nationwide treated Mr K fairly in relation to his spending, and once Mr K let Nationwide know his gambling was a problem, it referred him to help organisations and offered to intervene and support with the gambling block, but this offer wasn't taken up.

For the reasons outlined above I do not think it would be fair or reasonable to hold Nationwide liable for the losses complained about. I therefore do not uphold this complaint. I appreciate this will be disappointing to Mr K and I reiterate I was very sorry to hear about the struggles he has had due to his gambling problem. I would fully encourage him to seek the

support of independent services and wish him well in the future.

Our service investigates the merits of complaints on an individual basis and that is what I've done here. I think it's important to explain that my decision is final. I realise this is not the outcome Mr K wanted, though I hope he appreciates the reasons why it had to be this way.

My final decision

For the reasons I have given, I do not uphold this complaint.

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

Gordon Candlish
Ombudsman