

The complaint

Mr C is unhappy THE ROYAL BANK OF SCOTLAND PUBLIC LIMITED COMPANY ('RBS') did not provide him with better support to prevent him from making gambling transactions through his bank account after he made them aware of his problem.

What happened

In March 2020 Mr C let RBS know of his challenges with gambling.

At certain points in 2020 and 2021 Mr C made numerous gambling transactions totalling several thousand pounds.

In April 2022 a gambling block was applied to Mr C's account, but despite the block Mr C was still able to make some gambling transactions and so he complained to RBS. In May 2022 RBS responded to Mr C's complaint to explain they had not done anything wrong and offered to refer Mr C for support from their specialist team if he wanted.

Mr C closed his account with RBS in June 2022.

In May 2025 Mr C raised another complaint with RBS. He said they had allowed payments for gambling transactions through his account despite them being aware that he had a problem with gambling. RBS explained they had not done anything wrong and made Mr C aware of available support.

Unable to resolve things with RBS, Mr C brought the matter to our service. Our Investigator first explained that given the time passed our considerations would not be able to include events dealt with in the complaint Mr C raised in 2022, so the Investigator reviewed what had happened prior to this.

Our Investigator concluded RBS had not done anything wrong or acted unfairly in the circumstances, so they did not uphold Mr C's complaint.

Mr C strongly disagreed. Mr C set out that proper consideration had not been given to his wider circumstances at the time and that RBS had failed to treat him fairly as a vulnerable customer. Mr C disagreed with the Investigator's interpretation of evidence from March 2020, which referred to Mr C letting RBS know about his struggles with gambling. And he said RBS had failed to recognise points of intervention to have provided him with better support. Mr C believed that had RBS taken greater care in their engagement with him then this could have prevented him from making numerous gambling transactions.

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.

For the avoidance of doubt, my considerations here are limited to the period between March 2020 until April 2022. I note also that Mr C referred to his concerns about how RBS handled his complaint, but I do not have the authority to consider complaints about complaint

handling. Nor can I fine or punish a firm – these are considerations for the appropriate regulator.

I realise how important this case is to Mr C. The amount of money he is seeking to recover is not insignificant and it is not an easy thing for individuals to share such struggles. I am pleased to learn Mr C is now in a better position as he has described how he has not gambled since 2023. I assure Mr C I have kept in mind the challenges he has faced through the course of my considerations.

And while I have only included a summary above of what has happened, and I may not comment on every point either party has raised, I assure both Mr C and RBS that I have reviewed all the available submissions from both parties relating to this matter.

To reach a fair and reasonable decision I have taken into account any relevant law and regulations, regulator's rules, guidance and standards, codes of practice and (where appropriate) what is considered to have been good industry practice at the relevant time.

I have first considered when, if at all, RBS could reasonably have been aware that Mr C required the additional support he has said they should have provided.

Mr C has said he believes RBS could have intervened either in March 2020 (when he told them he had experienced problems with gambling); October 2020 (when RBS introduced gambling blocks for their accounts) or December 2020 (when he gambled over £1,000 in one day).

Mr C has said he told RBS about his struggles with gambling in a call on 11 March 2020 and because of this they should have done more to support him.

Given the time passed RBS have been unable to provide a copy of this call, but they have been able to find a note of the call from their records.

The note includes the following: *'Customer states has struggled to maintain account and other creditors. Customer is a part-time student and in part time work...plan within policy...number of previous agreements not met...states Dad is helping with other creditors. States previous gambling issue but has received help – Next steps given...'*

In the absence of the call itself, it is difficult to know exactly what was discussed between Mr C and RBS in this call. Where the evidence is incomplete, inconclusive or contradictory, I have made my decision on the balance of probabilities – which, in other words, means I've based it on what I think is more likely than not to have happened given the available evidence and wider circumstances.

On balance, while having carefully considered what Mr C has said, I think it reasonable to say there is not enough here to support that RBS should have done anything more for Mr C at this point. I say this for the following reasons.

- The account was overdrawn at the time (which I think was more likely than not the purpose of the call). RBS assessed Mr C's circumstances and agreed a plan for him. The unarranged overdraft was cleared by 25 March 2020, which supports that Mr C received help at that time to manage his account.
- Mr C had not heavily gambled through the account for a few months prior to this call, which goes some way to supporting Mr C was receiving help to do with his gambling and it was a previous issue.

- The note records that it was a '*previous gambling issue but has received help*' and Mr C has told our service that while he was in the midst of his addiction at the time, he had signed up to GAMSTOP, so I think it's fair to say he was aware of support that was available to him externally.

I am aware RBS did not record a vulnerability flag for Mr C nor is there any evidence to suggest they signposted him to internal or external support. In the circumstances I think it's fair to say RBS seem most likely to have been led to believe Mr C was managing his gambling, so further support was not required at that time.

But while it may have been helpful for RBS to have highlighted what support they had available at that time, it is difficult to say that even if they had signposted Mr C to such support, it would have changed things for him at that point.

I think it's fair to say Mr C was more likely than not already aware of external support available and gambling blocks were not yet commonplace across RBS's accounts although they were starting to introduce them. So I've not seen enough here to persuade me that RBS could have reasonably prevented Mr C from making his subsequent gambling transactions after the call in March 2020.

Mr C has suggested RBS ought to have done more in October 2020 when gambling blocks were more widely available for customers.

While I have considered what Mr C has said together with his submissions that RBS were starting to put in place the gambling block tool from 2019, I've not seen anything to persuade me this was something RBS were obliged to highlight to their customers or reasonably should have brought to Mr C's attention at this time.

It appears likely the gambling block was something more generally advertised through the media and RBS literature, and available to firms introducing it as part of a toolkit for customers who might need additional support where identified.

I've not seen anything to suggest RBS would have had anything to prompt them to proactively contact Mr C around this time. For several months preceding October 2020 Mr C's statements show little to no gambling and Mr C had not been overdrawn for several months then either. At this time, outwardly, Mr C was managing his account. So I've not seen anything here to persuade me that RBS ought to have done something more for Mr C at this time.

Mr C has said another point that RBS should have intervened was after he spent over £1,000 on gambling transactions on 7 December 2020.

I recognise this is a large sum for Mr C to have spent on gambling transactions in one day, however, Mr C remained within his account limits and it is difficult to see what if anything may have drawn to RBS's attention that there was a problem with these specific transactions. Mr C does not dispute making them and so they would have been authorised.

I note RBS's records show they occasionally checked transactions with Mr C. One of these occasions was later on in December 2020, with RBS recording that Mr C had confirmed the transactions were his. The transactions queried are not listed, but I don't think knowing this would change anything here given it seems more likely than not it was a matter of Mr C confirming the transactions in question were his, so there's nothing here to suggest RBS should have done something more at that time.

I have reviewed Mr C's statements and while I can see there were periods of time Mr C was gambling more heavily, there were also periods where the gambling was significantly if not completely reduced. I note that for the most part in 2021, aside from January 2021, Mr C gambled little through the account.

Aside from occasional short periods of being in his unarranged overdraft, Mr C also managed the account within its limits and I've seen no other engagement between Mr C and RBS to suggest RBS could reasonably have been aware that Mr C needed more support from them.

I assure Mr C I have also considered his points around his personal and financial circumstances, and that he was borrowing from short-term lenders. But customers are able to borrow from these lenders, so to do so would not of itself be enough to have alerted RBS to look more closely at Mr C's account – RBS were not deciding to lend to Mr C during this time.

There is also no requirement for RBS to monitor their customers' accounts as closely as Mr C believes they should have done. And Mr C did not have an arranged overdraft that needed monitoring. In any event infrequent occasional use of an arranged overdraft would not be enough to indicate financial difficulties given it is intended for temporary use - Mr C's dips into being overdrawn in this period were occasional and for very short periods, so not enough to have reasonably alerted RBS to any issues.

Taking the above into account, I've therefore not seen enough to persuade me that RBS ought reasonably to have intervened and reached out to Mr C about his account during the period in question. It is also difficult for me to see that even if RBS had reached out to Mr C (and I'm not saying that they reasonably should have done), it would have been enough to change things for Mr C.

I'm mindful that once Mr C added the gambling block to his debit card in 2022 there were still subsequent gambling transactions made through the account. The gambling block is not a guarantee to preventing all forms of gambling. It is one of the tools available for customers to use to help support them in managing their account. For example, RBS's gambling block does not extend to covering online transactions, it is limited to the debit card transactions, and customers are free to remove the gambling block when they wish to – albeit there is a 'cooling off' period of 48 hours before gambling transactions can again be permitted.

It follows that it would not be unreasonable to say that even if the gambling block had been available / highlighted to Mr C during 2020, that this would have changed Mr C's financial position. And if RBS had signposted Mr C to support, this would most likely have included making him aware of organisations such as GAMSTOP, which he already knew about.

I've noted Mr C's references to the regulator's, the Financial Conduct Authority, guidance for firms on the fair treatment of vulnerable customers, and it may help to explain that this is something which sits alongside the regulatory framework, and so while it provides guidance to firms it is not an explicit set of rules or regulations.

I realise Mr C's circumstances were not easy for him, and I recognise his vulnerability here. However, for me to uphold Mr C's complaint I would need to find that RBS have done something wrong or acted unfairly in some way, and I've not seen enough to persuade me that they have.

Overall I've not seen anything to say that RBS could have reasonably been alerted to reach out to Mr C during this period to offer any more support. It seems more likely than not Mr C was aware of external support already, he was managing his account within the terms and

conditions of the account, he was acknowledging that any queried transactions were his, and he had indicated to RBS his gambling transactions were something he had support with and they had been a previous issue for him. There was also no requirement for RBS to have monitored Mr C's account as closely as he believes they should have done.

My final decision

I recognise Mr C will be disappointed by this outcome, but for the reasons above, my final decision is that Mr C's complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 May 2026.

Kristina Mathews
Ombudsman