

The complaint

Mr B complains Nationwide Building Society didn't do enough to prevent gambling transactions leaving his account.

What happened

Mr B opened a current account with Nationwide around March 2020. He says over the years he used the account to make a large number of gambling related transactions and incurred significant losses.

Several years later he sought help for his gambling and says he became aware Nationwide had a responsibility to prevent him from making the transactions, which he didn't consider it had done. As a result, he complained to Nationwide.

Nationwide reviewed matters, but didn't think it had acted unfairly. In summary it said it was only able to offer support if it was aware there was an issue and as Mr B hadn't made it aware there was, there was nothing it could reasonably do. As Mr B remained unhappy, he contacted this Service.

An Investigator here reviewed matters, but didn't think Nationwide had acted unfairly. In summary they said Mr B's current account was regularly in credit, there wasn't a pattern of unauthorised borrowing or regular missed payments that would have highlighted to Nationwide the need to review his account. They also said under the Financial Conduct Authority (FCA) framework there was no requirement for Nationwide to intervene. They acknowledged Mr B told Nationwide in 2021 he was a member of GamStop, but didn't think this meant it had acted unfairly, as it couldn't block his account or certain payments without his consent.

Mr B didn't agree, saying while his account may have regularly been in credit, this was misleading as this included bounced payments and money immediately lost to gambling. In addition he considered the prolonged gambling activity, payment issues and his notification of GamStop should have prompted Nationwide to do more. Overall Mr B didn't think Nationwide had met its obligations to treat him fairly or respond appropriately to his vulnerability.

As no agreement has been reached, the 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.

In doing so, I've taken into account the relevant industry rules and guidance, and what would be considered as good industry practice.

Firstly, I want to say I was extremely sorry to hear of the difficulties Mr B has faced over the years. I'd like to thank him for sharing this information with this Service and the impact it has had on him. I've not repeated everything he's told us within this decision, as they are published on our website, but I'd like to reassure Mr B I've taken it into consideration when coming to my outcome.

I want to start by saying, it's not for Nationwide to decide how its customer spends their money. As such, I wouldn't expect Nationwide to intervene solely on the basis that Mr B was making regular gambling transactions – that's a decision he's entitled to make. Nationwide also isn't expected to monitor its customers day to day account usage. While firms will generally use algorithms to pick up particularly unusual transactions, these wouldn't routinely monitor all transactions made on an account.

Having looked at Mr B's statements, I accept he was making regular gambling related transactions, but these were of relatively low value (although I appreciate the combined total is significant). And although he did enter an unarranged overdraft, he generally brought the account into credit by the end of the month and without any contact from Nationwide. As such, I haven't seen that Mr B was managing his account in such a way that I'd have expected Nationwide to intervene or that any of the payments he made should have flagged as unusual. Which would have prompted it to carry out a review.

I'm aware Mr B registered with GamStop, a third-party organisation that prevents individuals registering their details with new gambling websites and blocks any gambling accounts they currently have. He's provided evidence that in July 2021 he wrote to Nationwide raising what appears to be a chargeback. The process by which to request a refund of money paid via the card scheme associated with the transaction.

In doing this, Mr B said to Nationwide:

"They closed my account as they should have never let me open the account due to me being a part of Gamstop.."

Nationwide don't have a record of this email, due to the time that's passed. But I don't think that changes the outcome here. I say that because, while GamStop relates to gambling preventions I don't think on its own, this is enough to say Nationwide should have proactively asked Mr B if he needed further support. I should also say I haven't seen Nationwide's response/s to the email Mr B has provided so it's difficult to say for certain it didn't provide any information to Mr B at the time.

Nationwide's own website says:

"If you'd like to stop your debit card being used for most gambling payments, you can call us, visit us in branch, or turn on the gambling block in our app or internet bank"

Aside, from the email mentioned above, I haven't seen that Mr B spoke to Nationwide about gambling at any point before raising his complaint. And without being aware of this information, I can't see how Nationwide would know to have offered support. And even then, applying a block on the account would have been something only Mr B could have done. Which I haven't found he did.

I should also say, GamStop is only designed to stop individual setting up gambling accounts. It doesn't go further and prevent an individual from using their own current account to make gambling related transactions. So that alone wouldn't have prevented gambling related transactions leaving Mr B's account.

Mr B has also said the FCA guidance requires Nationwide to treat customers fairly and respond to signs of vulnerability. This is correct, Nationwide, like other firms is required to treat its customers fairly and provide support to those that are vulnerable. But the guidance also explains firms cannot be expected to meet the needs of their customer where they are not aware. And it goes on to explain that they should recognise and respond when needs are clear.

But in Mr B's case, I haven't found that he made those needs clear to Nationwide until he made his complaint. At which point I can see Nationwide offered any support he'd need moving forward, as I'd expect. So I can't agree it's acted unfairly in this regard.

I do have a lot of sympathy for Mr B and what he has gone through. In more recent years he was proactive in seeking help and putting in place safeguarding measures to try to protect himself from foreseeable and genuine harm. However, I can't agree that Nationwide made an error here. That's because I haven't seen Mr B's account usage ought reasonably to have alerted it that there was a problem and I haven't found Mr B made Nationwide aware there was. As such, I won't be asking Nationwide to take any action here.

My final decision

For the reasons explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 March 2026.

Victoria Cheyne
Ombudsman