

The complaint

Mr L complains that Santander UK Plc (“Santander”) allowed him to make gambling payments from his account despite being registered with gambling self-exclusion services. Mr L believes that Santander should have intervened and prevented him from making the transactions or helped him recover the amounts he spent.

What happened

Mr L has a gambling problem and has been registered with third party gambling self-exclusion services for five years. Despite this Mr L hadn’t informed Santander of his gambling problem and hadn’t applied a gambling block to his account with it.

Over the 4th and 5th January 2026 using open banking Mr L made 20 faster payments for varying amounts between £20 and £140 from his account with Santander to a gambling merchant.

On 8 January Mr L contacted Santander through its in-app chat about this and asked to open a dispute using the chargeback process and explained that the merchant had allowed his payments despite being registered with a gambling self-exclusion service. Mr L was seeking recovery of a total of £1,493.

Santander’s agent explained that a dispute could only be raised in respect of card payments and not for the type of payments Mr L had made. Mr L raised a complaint because he believed Santander owed him a duty of care to prevent financial harm and should’ve intervened to stop the payments to the gambling merchant and that Santander’s account security and monitoring systems had failed.

Santander didn’t uphold Mr L’s complaint as it found there was nothing suspicious in the payments Mr L had made to the gambling merchant and all the information needed to process the transactions was correct and Mr L had acknowledged he’d made the transactions himself.

Santander made Mr L aware of its money manager tool and gambling block and explained that gambling transactions aren’t automatically selected for further checks or paused from debiting a customer’s account but if its customers’ accounts shows regular gambling habits, it contacts them to offer support but this didn’t happen in Mr L’s case due to the lack of history and no record of Mr L making it aware of his gambling problem.

Mr L was dissatisfied with this and so brought his complaint to this service. Mr L says Santander’s systems failure to trigger an alert has left him in extreme financial hardship and that by ignoring 20 payments in a single day it failed to identify and support a vulnerable customer in distress.

Our investigator looked at all of this and explained that Mr L’s registration with a gambling self-exclusion service is not reported to a customer’s bank and wouldn’t prevent gambling payments leaving their account and so didn’t think Santander did anything wrong when it didn’t prevent the payments on this basis.

They acknowledged that since contacting Santander Mr L had applied a gambling block to his account but explained even if Mr L had done this earlier this wouldn't guarantee to block all gambling transactions as Santander's gambling block can only block card payments made directly to companies classified as gambling merchants and the payments Mr L made were through open banking.

Overall they didn't think Santander had done anything wrong in processing his gambling payments as Mr L hadn't made Santander aware of his gambling problem and had authorised the payments and there was no unusual or suspicious activity on Mr L's account for Santander's automated systems to pick up on.

Mr L remained dissatisfied and so his complaint was progressed for an ombudsman's decision. Mr L believes Santander failed in its duty to act to avoid foreseeable harm and that 20 identical payments in one day is unusual and that Santander's systems should've flagged this regardless of how the payments were made.

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.

My role is to look at problems that a consumer has experienced and see if the business has done anything wrong or treated them unfairly. If it has, we seek to put the consumer back in the position they would've been in if the mistakes hadn't happened. And we may award compensation that we think is fair and reasonable.

Mr L complains that Santander failed to pick up on the gambling activity on his account and provide appropriate support which has resulted in him losing a significant amount of money.

I sympathise with Mr L and the gambling struggles that he has and I hope he is now in a position where he is getting the right help and support for this.

It might help if I explain here that as we are not the regulator, I cannot make a business change its systems or processes – such as what it must have in place to assist customers with their spending or what accounts should be monitored for. We offer an informal dispute resolution service and we have no regulatory or disciplinary role.

So in situations such as Mr L's I wouldn't tell Santander what tools it needs to have in place to support a customer with a gambling addiction and nor would I expect it to monitor an account for gambling transactions - indeed, gambling isn't illegal and a customer should be free to spend their money as they please. But I would expect a business to step in and offer appropriate support where I consider it should've reasonably become aware there might be a problem or that a customer is spending in a way that could be detrimental to them.

I've thought very carefully about whether Mr L's account activity should've been enough to alert Santander that something may have been wrong and that it needed to step in. And although the statements do show over two days a large amount was spent on gambling depleting the balance of Mr L's account, I don't think this on its own is enough to suggest there is a problem and that Santander should've stepped in and offered support.

The statements show that the account doesn't appear to be Mr L's main account where essential bills were paid from and that his gambling transactions didn't take his account into overdraft and happened over a short period of time following which Mr L alerted Santander of his gambling problem and at which point Santander provided him with what I think is

appropriate support - making Mr L aware of the tools it had available to help deter him from gambling and signposting him to external agencies that could help.

So although the statements show gambling activity on the account over two days, I don't think it could be reasonably concluded that this on its own pointed to signs that Mr L might be having difficulties and spending in a way that was detrimental to him and that Santander should've stepped in.

Mr L has also mentioned that he was registered with a gambling self-exclusion service and so Santander should've been aware of his gambling addiction. But we wouldn't expect this to be reported to a customer's bank and as Mr L hadn't informed Santander of his vulnerabilities prior to the gambling transactions in question taking place Santander had no reason not to process the transactions as Mr L had authorised it to do.

And so it follows that I don't think Santander did anything wrong or treated Mr L unfairly in the support it offered him once it became aware of his gambling problems and I don't uphold this complaint.

My final decision

For the reasons I've explained I've decided not to uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 April 2026.

Caroline Davies
Ombudsman