

The complaint

Mr B complains that despite Santander UK Plc (“Santander”) being aware of his gambling addiction and having his account restricted gambling payments were able to leave his account through an online process linked to a gambling website.

What happened

On 24 September 2024 Santander became aware that Mr B was vulnerable and experienced difficulties with gambling and was registered with external organisations that restrict him from gambling. In response with Mr B’s consent, Santander cancelled and blocked Mr B’s debit card linked to his account and along with discussing ways to prevent further payments from being made placed restrictions on Mr B’s online banking access so that it was set to view only and payments and transfers could not be made through that service.

Shortly after this Santander’s records show that Mr B asked for the online banking facility linked to his account to be cancelled completely. Santander removed online banking access and Mr B’s previous online banking profile associated with his account was no longer active.

On 2 October 2024 Santander’s records show that online banking was set up again via Santander’s website and new access credentials created for Mr B but without the previous restrictions.

In November 2025 Mr B made gambling payments to a website totalling around £1,500. Mr B complained to Santander that it had failed to properly protect him as a vulnerable customer and the online banking restriction that had been put in place didn’t work as it should have.

Following raising his complaint a restriction was again applied to Mr B’s online banking on 17 November 2025 which meant the service was again limited to what Mr B had previously requested.

Santander didn’t uphold Mr B’s complaint as it had put all measures in place it had available and was unable to prevent the payments Mr B had made despite advising it of his situation. Santander provided the details for and advised Mr B to contact external organisations that could help with gambling.

Mr B was dissatisfied with this and so with his representative’s help brought his complaint to this service.

Santander explained that customers aren’t able to process open banking payments when their online banking is set to view only but to set up the view only block on online banking again Mr B would’ve needed to add this himself via the internet logon or call it to have this applied.

Our investigator looked into Mr B's concerns and explained that banks generally aren't able to permanently prevent customers from accessing their accounts or making payments from their own funds.

And as the evidence showed that Santander initially applied restrictions following Mr B's discussions with it and later acted on his request to cancel the online banking access and the payments Mr B disputed happened after online had been set up again, they didn't think Santander had done anything wrong in allowing the payments to proceed.

Furthermore, they thought once Mr B raised his concerns about the situation again Santander had acted appropriately and again applied the restriction limiting Mr B's online banking as it was done previously.

Mr B remained dissatisfied. Mr B's says given what Santander had been told about Mr B's vulnerabilities that payments of high volume going to other countries should've been flagged by Santander's systems and it should've noticed the renewed access to online services and intervened and has asked for an ombudsman's 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.

My role is to look at problems that a consumer has experienced and see if the business has done anything wrong or treated the consumer 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 B's sister, who is representing him, has asked that when reaching my decision I consider the evidence and outcome recommended by our investigator in a previous complaint raised by Mr B. However, my role is to consider the specific circumstances of the complaint currently before me and to determine whether the bank acted fairly in those circumstances. While I may consider all relevant evidence available, my decision must be based on the facts of this complaint.

Mr B is unhappy that he was able to make gambling transactions despite Santander being aware of his vulnerabilities, having no debit card and having restrictions in place so that online banking was set to view only so payments and transfers could not be made through that facility. Mr B believes Santander failed to protect him from his gambling when it didn't intervene.

I sympathise with Mr B and the gambling struggles and vulnerabilities that he has and I hope he is now in a better position and getting the right help and support for this. It might be helpful for me to say 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.

That said while 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 individual account every day for gambling transactions – this isn't practical and ultimately, gambling isn't illegal and it is up to the customer whether they utilise the support available or continue to gamble. 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.

It is not in dispute that Mr B has a gambling problem and made Santander aware of it. What is in dispute is whether Santander has done enough to support and protect Mr B.

And after considering everything I'm in agreement with our investigator that the support Santander provided was fair and in line with what I'd expect. The fact Mr B found a way to and chose to bypass its online banking view only restriction by cancelling it and then setting it up again with new access credentials without the previous restrictions, wasn't due to an error on Santander's part and so it wouldn't be fair to penalise it for this.

Ultimately it was Mr B's decision to cancel the online banking facility and set it up again without adding back the restrictions and I don't think it would be fair to expect Santander to make those decisions for Mr B or deny him the ability to make these decisions for himself. And as such I can't say Santander did anything wrong or treated Mr B unfairly in actioning his requests especially when prior advice and support had already been provided.

Mr B's representative says that given what Santander had been told about Mr B's vulnerabilities that high value gambling payments going to other countries should've been flagged by Santander's systems and it should've noticed the re access to online services and intervened.

While I accept a manual review of Mr B's statements and notes recorded about his vulnerabilities during the period in question might have raised concerns and Santander might have reached out to Mr B and offered to place the restriction back on his online banking. But banks don't have the capacity to manually review every customer's transactions and I don't think it would be reasonable to expect this especially considering the transactions in question took place over a short period of time of around 10 days.

I appreciate that some banks use automated monitoring systems to detect unusual activity, but that it must use automation to monitor its customers gambling transactions. And as these systems are primarily designed to detect issues such as financial harm, fraud, or other illegal activity, I wouldn't expect them to flag gambling transactions based on this alone if there was nothing else suspicious – indeed, as stated above gambling isn't illegal and there is nothing to suggest Mr B didn't authorise these transactions.

So having considered everything carefully, I think the support Santander provided Mr B was fair and I can't see what much more it could reasonably do and it follows that I don't uphold this complaint.

My final decision

For the reasons I've explained, I do not uphold Mr B's complaint against Santander UK Plc.

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

Caroline Davies
Ombudsman