

## **complaint**

Mr Q is unhappy with the service he's received from Starling Bank Limited (Starling) after opening a bank account. He's also unhappy the account wasn't closed when he asked for it to be.

## **background**

Mr Q opened an account with Starling. He says he was attracted by its advertised features of being able to control the account and block gambling transactions. This is a feature Mr Q says he needed.

When the account was opened Mr Q didn't feel that the block function was effective. He provided feedback to Starling and ultimately asked to close the account.

The account wasn't closed as requested. Mr Q paid funds into the account and used these for gambling transactions.

Mr Q complained to Starling and asked for them to refund the transactions. He says Starling had been negligent by not closing the account or providing an effective block.

Starling responded to the complaint and didn't uphold it. They acknowledged that Mr Q was unhappy with the functionality of the gambling block and said they had provided feedback internally. However they also said that Mr Q hadn't provided the relevant security information requested in order for them to close the account, so they weren't responsible for the transactions that later took place.

Mr Q was unhappy with Starling's response and approached this service.

Our investigator looked at everything but didn't uphold the complaint. He said he couldn't ask Starling to change their processes or functionality of the gambling block on their app. He also said that he didn't think Starling had been unreasonable in not closing the account as the information they asked for wasn't provided by Mr Q. Therefore he was unable to hold Starling responsible for the money Mr Q later spent.

Mr Q didn't agree with the investigator and asked for a final decision from an ombudsman

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having considered all the information provided by both parties, I'm not upholding the complaint. I'll explain why.

After opening his account, I can see that Mr Q contacted Starling on 23 March 2019 to give his views and suggestions on the gambling block function on the app. He compared this to the functions another card provider has. Starling thanked Mr Q for the feedback and said it would be passed to the relevant team.

Mr Q subsequently requested his account be closed. On 2 April 2019 Starling asked Mr Q to provide his date of birth for security reasons in order to verify the account closure. However this wasn't provided, so the account wasn't closed.

Mr Q contacted Starling on 6 April 2019 to further enquire about the gambling block. He said that he could turn it on and off so it wasn't very effective. After the agent said they would provide feedback, they asked if there was anything else they could help with and the chat was ended. Mr Q didn't raise any further request to close the account, or provide the information that had been requested previously in order to do so.

After this Mr Q credited the account and spent over £4,000 on gambling transactions.

I acknowledge Mr Q's feelings around being asked his date of birth in order to close the account. But I don't think Starling has acted unreasonably in asking for this further information. Whilst the chat and request was via the app, Starling needed additional information in order to ensure the account was correctly closed.

Whilst I sympathise with the situation Mr Q is in, he didn't provide the verification in order to close the account. So I don't think Starling acted unreasonably by not closing it. Therefore I'm unable to hold Starling responsible for the money Mr Q later spent on gambling transactions, or ask them to refund this or compensate him.

Mr Q said one of his concerns was that the gambling block wasn't effective compared to other account providers, so other customers could face the same situation as he has found himself in. He feels that Starling are advertising a feature which isn't fit for purpose.

Mr Q hasn't sent us a copy of the advert he is referring to. But Starling has an article on their website which gives information about the gambling block. This talks about the ability to block transactions by enabling the block. It also says that details of support helplines are given when removing the block and when trying to make payments to gambling establishments when the block is active.

I know Mr Q feels very strongly about the features and functions of the app, and that the account isn't for him. We aren't the regulator of Starling, that's the role of the Financial Conduct Authority. But I don't think Starling has provided an account or app which has resulted in Mr Q being treated unfairly, so I can't ask them to change this.

### **my final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 2 October 2019.

Neil Marshall  
**ombudsman**