

complaint

Mr B complained because Spreadex Limited allowed him to open an account even though he'd previously asked it to ban him from re-opening an account.

background

Mr B asked Spreadex to close his account and to "*ban [him] from reopening*". Spreadex confirmed to Mr B that the account was closed. It also suggested that he might want to self-exclude himself – that is the process by which a person asks a gambling operator to exclude them from gambling. It sent him the form he needed to complete if he wished to do this. Mr B said he returned the form to Spreadex.

Mr B later opened another account. After suffering losses he asked Spreadex to close the account and to "*ban [him] for life*". Spreadex closed the account and noted that Mr B had self-excluded. It sent him another form and told him he needed to complete and return it to complete the self-exclusion process. The form was returned and the process was completed.

In response to Mr B's complaint Spreadex said it didn't receive the self-exclusion form back after he closed the first account – hence why he wasn't noted as being self-excluded. It therefore felt it was reasonable for it to allow the second account to be opened.

Our investigator didn't think the complaint should be upheld. He didn't think Spreadex had treated Mr B unfairly by not marking him as self-excluded after the first account was closed. This was because he wasn't persuaded that Mr B had returned the completed form to Spreadex. Mr B disagreed. He maintained that he returned the form and thinks Spreadex is lying in saying it never received it.

my findings

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

The terms and conditions of the account say that in response to a self-exclusion request Spreadex will email a form, but that it's the account holder's responsibility to sign the form and return it to Spreadex. The terms go on to say that the self-exclusion won't take effect until the signed form is returned.

The issue in this case is the form Spreadex sent to Mr B when he asked for the first account to be closed. Mr B says he signed and returned the form; Spreadex says that it didn't receive a signed form until after Mr B asked for the second account to be closed.

For me to uphold this complaint, I have to be persuaded that Spreadex received the form and failed to act upon it. But it's essentially one person's word against the others. There's nothing to support Mr B's contention that he returned the form. More importantly, there's nothing to show that Spreadex received it. On that basis, I don't think Spreadex treated Mr B unfairly by opening the second account.

Mr B has raised the issue that when he asked for the second account to be closed Spreadex sent him the form *and* confirmed that the account had been marked as self-excluded. He questioned why, if it was done on this account, the first account wasn't marked as self-excluded when he asked for that to be closed. Spreadex has confirmed to me that in the months between the first account closing and the second account opening it reviewed its self-exclusion process. A result of that review was that a 'red flag' was placed on an account where a customer asked to be self-excluded or used similar language – such as “ban me for life”.

This, to me, is a plausible explanation for why Spreadex acted differently on the two accounts. Overall though, it remains that after closing the first account Spreadex never received the form back from Mr B to complete the self-exclusion process. I therefore conclude that Spreadex hasn't treated Mr B unfairly in allowing the second account to be opened.

my final decision

I don't 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 10 May 2017.

Paul Daniel
ombudsman