

The complaint

Mr W complains that the block Barclays Bank UK PLC (“Barclays”) put on his account for gambling transactions was removed allowing him to gamble.

What happened

The circumstances that led to this complaint are well known by both parties. In summary Mr W held a current account with Barclays and used it to gamble on various gambling sites.

Mr W arranged for a block to be placed on his account to stop him being able to gamble online. Mr W says when he contacted Barclays via the online chat feature and asked for the restriction to be removed Barclays removed it immediately. There was no 72-hour ‘cooling off’ period as had been advertised by the bank.

Mr W complained to Barclays. He was unhappy that the gambling restriction was removed immediately allowing him to gamble. And so Mr W lost approximately £1,500. Mr W says he felt misled by the bank and the matter left him depressed.

Barclays accepted there were some flaws in the process and provided feedback internally to see if those could be reviewed. It declined to refund the payments and said it wasn’t able to refuse a customer access to their funds if requested. It also explained that if the request to remove the block was made on the app or online banking then it would take up to 72 hours for it to be removed.

Mr W wasn’t happy with the response from Barclays and so he referred his complaint to this service. Our investigator looked into things for him. She said she thought Barclays acted in accordance with its gambling block policy and the compensation offered was reasonable.

Mr W didn’t agree with the investigator’s outcome. He said Barclays continued to allow him to enable gambling on his account despite being aware of the issues Mr W had. So the complaint has come to me for a final 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.

Having done so I can empathise with Mr W’s position, and it’s clear from the information provided by Mr W that the situation has been upsetting and frustrating for him.

It’s important to recognise the type of gambling block provided by Barclays, and other financial institutions, are voluntary in nature, meaning that it’s up to the account holder to implement the gambling block, and also that the account holder retains the option to remove the gambling block should they want to do so.

Mr W’s complaint is not straightforward to decide, and I have to balance a number of competing obligations. Barclays is expected to process payments that Mr W authorises it to

make. But I also had to take account of the wider issues such as the bank's regard for the interests of its customers and the need to treat them fairly. And there are situations where we believe banks, taking into account the relevant rules, codes, and best practice standards, shouldn't have taken their customers' authorisation instruction at face value – or should have looked at the wider circumstances surrounding the transaction before making the payment.

The gambling block appeared to have worked for a time. But was subsequently removed by Mr W. Gambling blocks vary from bank to bank, and I haven't seen anything which suggested Barclays told Mr W it would take any additional steps if he did try to remove the block. I don't think, in the particular circumstances of the complaint, that it was inappropriate for the bank to allow the gambling block to be removed.

While these voluntary gambling blocks do provide a degree of support for account holders who have a gambling addiction they don't provide any guarantee that the account holder won't disable the block in order to continue making transfers to gambling companies.

Barclays explained if you turn the gambling block feature off via the chat function then the 72-hour period can be bypassed and the feature activated immediately. But if you use the mobile app or online banking then it takes up to 72 hours to activate. I don't think this is clearly explained to consumers but in the circumstances the reason for the omission is reasonable.

I think it's fair to say Barclays took reasonable steps to assist Mr W in accordance with its policies. And even if the bank had taken additional steps to prevent some of the payments, his compulsion to do so may have meant he would still have found ways to gamble and suffered the same losses. So I can't fairly instruct Barclays to refund the payments Mr W had made.

Mr W has commented that gambling blocks like the one he relied on should be quick and easy to apply, but some friction and time delays should be in place in order to have them removed. Barclays have applied this to its mobile banking and online banking. Recovering gambling addicts have repeatedly explained that the desire to place a bet will dissipate over time. If they can be prevented in the moment from acting on their impulse it can make a fundamental difference. So I agree with Mr W when he says Barclays needs to reconsider this aspect of how its block works or in order for it to work effectively. And I'm pleased to see Barclays have taken that on board and provided feedback internally to see if it can be reviewed.

I do empathise with Mr W personally and I hope he is doing better now. Mr W has, by his own testimony, had an extremely challenging time. I appreciate Mr W will be disappointed with the outcome I've reached. But based on everything I've seen I think Barclays have done enough to rectify the issue. And I can't say Barclays acted unreasonably since Mr W requested the block be removed and Barclays can't reasonably refuse to carry out his instructions.

My final decision

For the reasons detailed above my decision is that I don't uphold Mr W's complaint about Barclays Bank UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 January 2023.

Kiran Clair
Ombudsman