

The complaint

Miss M complains that Barclays Bank Plc failed to apply a gambling block to her debit card.

What happened

Miss M holds a current account with Barclays. In May 2022 a new debit card (ending *6025) was issued to her for this account, but Miss M did not start using it straight away, and continued to use her old card (ending *6017).

Miss M has suffered with gambling addiction in the past. The Barclays app allows customers to add spending controls to their cards. In July 2022, when she was feeling more in control of her gambling, Miss M added a control to her old card (*6017) but the gambling control was not added to her new card (*6025) at the same time.

In February 2023 Miss M's mental health deteriorated, and she began to use the new card on her account (card *6017) for gambling transactions. Miss M says that if the gambling control had been in place on this new card, then she would not have gambled, she wants Barclays to reimburse her for at least some of the funds she lost.

Barclays looked into what had happened, it says that the gambling controls on Miss M's old card should have transferred across to the new card when it was created. So it agrees that it made an error here, and has paid Miss M £100 to compensate her for what went wrong. But Barclays does not think it can be held responsible for the gambling Miss M went on to do and so has declined to refund any of the transactions.

Miss M was unhappy with Barclays' response, so she referred her complaint to our service. One of our Investigators looked into what had happened. They agreed that Barclays appeared to have made an error here, but felt that the compensation it had paid was appropriate, and did not think Barclays should also reimburse Miss M for her gambling payments.

Miss M remained unhappy, so her complaint has been passed to me for review.

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've reached the same conclusion as our Investigator, and for largely the same reasons.

Barclays has agreed that it made an error in not transferring the gambling control to the new card, so I won't be commenting on that further. What I will focus on here is whether – in failing to transfer that gambling control – it is then reasonable for Barclays to be held responsible for Miss M's gambling payments.

Both Barclays and Miss M have provided us with various comments and evidence regarding what happened here. I've noted the following key points from what both parties have said:

- While the purpose of the gambling block is to make it more difficult to gamble using the account, it is an imperfect tool and not, in my view, enough on its own to flag to Barclays that Miss M had a gambling problem that needed monitoring. Miss M did not specifically advise Barclays of her issues with gambling until after the payments that are in dispute here.
- If the gambling control had been turned on, then it could have been turned off at any time by Miss M in her Barclays app.
- Miss M does not appear to have contacted Barclays to let it know that the gambling control had not been applied to the new card, and she had the new card for many months before she started using it.
- During the period when the gambling control was in place on Miss M's old card, Miss M appears to have continued to gamble using other accounts she held with different banks.

I acknowledge that Miss M has said that in December 2022 she took steps to block gambling on all those other accounts, but given the history here, and Miss M's particular circumstances, I don't think I can fairly say that if the gambling control had been in place on Miss M's card ending *6017 that would have meant she would not have carried out any gambling payments. I also don't consider that Barclays should have stepped in to stop any of the transactions in question here given what it knew at the time. It follows that I don't consider I can say Barclays is therefore responsible for the loss Miss M experienced.

I do though think it is fair for Barclays to pay Miss M compensation for any distress and inconvenience caused by the gambling control not being transferred to the new card. But I'm satisfied that the £100 Barclays has paid to Miss M is appropriate compensation in all the circumstances of this complaint, so I won't be asking it to do anything more.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 17 August 2023.

Sophie Mitchell
Ombudsman