

The complaint

Mr B complains about the support that he received from Barclays Bank UK PLC, trading as Barclaycard, when he used his credit card to withdraw four sums of cash, totalling £1,550, in four days which he transferred to his bank account so that he could gamble.

What happened

Mr B says that he'd lost his job and suffered a bereavement so developed a gambling addiction and in September 2020 he used his Barclaycard credit card to withdraw four sums of cash, totalling £1,550, in four days which he transferred to his bank account so that he could gamble. He says that Barclaycard has sold his debt to a third party and provided him with no support.

He complained to Barclaycard in May 2024 but it said that it was unable to agree with his complaint. Mr B wasn't satisfied with its response so complained to this service. His complaint was looked at by one of this service's investigators who, having considered everything, didn't think that it should be upheld. She was satisfied that Barclaycard took reasonable steps in line with this service's recommendations to support Mr B and in resolving his complaint so she said that she wouldn't be asking it to do anymore.

Mr B didn't agree with the investigator's recommendation and asked for his complaint to be considered by an ombudsman. He says that he finds it very difficult to comprehend that Barclays Bank hasn't supported him and allowed him to make multiple transactions on his current account. He says that between April 2019 and April 2020 he made over 600 transactions from his current account to a betting account and once his money ran out he looked to his credit card to get any money so that he could gamble. He doesn't believe that Barclays Bank protected him prior to April 2020 and that he's still suffering stress and anxiety to clear his debts. He says that Barclaycard "*washed its hands*" of this and sold his debt to a debt purchaser.

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.

Mr B says that he used his bank account to make more than 600 transactions between April 2019 and April 2020 to a betting account and once his money ran out he looked to his credit card to get any money so that he could gamble. In this decision, I'm only looking at the actions of his credit card provider, Barclaycard, in connection with the four cash withdrawals that he made in September 2020 and how it dealt with his credit card account. If Mr B wants to make a complaint about his bank, he should complain to it about those issues (if he hasn't already done so) and then he may be able to make a complaint to this service about his bank.

Mr B's credit card account had a credit limit of £5,000 in January 2020 and the balance on his account was £4,129.51. Barclaycard increased his credit limit to £6,500 in either March or April 2020 when the balance on the account was £4,322.21 but Mr B made little use of his

credit card until August 2020. Mr B's August 2020 account statement shows that the balance was £4,095.67 but by the time of his October 2020 account statement the balance had increased to £6,390.90. The September 2020 account statement shows that Mr B used his credit card to make four cash withdrawals in four days. The amounts withdrawn were £200, £400, £500 and £450 and cash transaction fees of £5.98, £11.96, 14.95 and £13.45 were charged to his account.

Mr B says that he transferred the cash to his bank account so that he could gamble. Barclaycard says that the cash withdrawals were permitted transactions, wouldn't have been flagged as out of the ordinary and it wasn't aware of the intended purpose of the cash withdrawals. I've seen no evidence to show that Barclaycard was aware at that time of Mr B's gambling problems and I'm not persuaded there's enough evidence to show that it acted incorrectly allowing him to make those cash withdrawals.

Barclaycard says that Mr B contacted it in October 2020 to advise that he was in financial difficulties so it suspended interest on his account and placed him in the control of its specialist support team. Mr B completed an income and expenditure breakdown which showed that he was able to pay £17 each month. It says that Mr B's account defaulted in April 2021 and in July 2022 it sold his debt to a third party that specialises in supporting vulnerable customers. I'm not persuaded that there's enough evidence to show that Barclaycard acted incorrectly by defaulting Mr B's account or selling his debt to a third party.

This was clearly a difficult period for Mr B and he feels strongly that Barclaycard didn't do enough to support him. He says that Barclaycard offered to refund the cash transaction fees but he believes that he should be reimbursed the full amount of £1,550 that he withdrew plus the £45.84 transaction fees and interest. But I consider that Barclaycard took reasonable steps to support Mr B and I'm not persuaded that his complaint should be upheld. I appreciate that this will be disappointing for Mr B, but I find that it wouldn't be fair or reasonable in these circumstances for me to require Barclaycard to refund the £1,550 and any related fees or interest to Mr B or to take any other action in response to his complaint.

My final decision

My decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 December 2024.

Jarrold Hastings
Ombudsman