

The complaint

Miss S complains that Barclays Bank UK PLC ('Barclays') failed in its duty of care to her as a customer when she was unable to set up a block to prevent spending on gambling.

What happened

Miss S said that she had been trying unsuccessfully since 2020 to switch on Barclays' gambling controls to prevent gambling transactions on her debit card. She said the feature had never worked, with the result that she had been able to engage in gambling activity. She said her working hours and the job she was in meant she wasn't able to call Barclays about this. As a result, she feels Barclays is responsible for her gambling losses and should compensate her accordingly.

When she complained to Barclays, it mainly said it had found no evidence that the online function to prevent gambling transactions had ever been activated on her account. Barclays had no record of Miss S getting in touch about this until she complained in 2024 and said it couldn't agree with her claim that there had been a system failure ongoing since 2020. Barclays said it had thoroughly reviewed her case and confirmed there had been no bank error related to the issue and that it strived to ensure that all controls, including gambling transaction blocks, work as expected.

Barclays accepted that it had called Miss S back to discuss her complaint at an inconvenient time and offered her £25 compensation for this – which Miss S rejected.

When Miss S brought her complaint to the Financial Ombudsman Service, our investigator thought Barclays had responded fairly and reasonably to Miss S. She mainly said that although it wasn't clear why the gambling block hadn't been set up when Miss S said she'd tried to do this, it wasn't reasonable to ask Barclays to refund any transactions when she hadn't made Barclays aware of the issue.

Miss S disagreed, mainly saying her complaint hadn't been fully understood. She felt that Barclays had let her down badly and she had never been given the explanation she's been looking for and feels the issue is being '*brushed under the carpet*'.

Miss S put things this way: *'I admit I could have called them but my issue is that the controls never worked and I'd like to know why that was. This doesn't seem to have been answered by Barclays and they seem to be hiding behind the fact they weren't turned on.'*

Miss S would like an ombudsman review, so her complaint comes to me to decide.

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.

I appreciate the difficulties of Miss S' situation and I sympathise. But having thought carefully about everything here, I've reached the same conclusions as the investigator. I'll explain my reasons.

We provide an informal complaint handling service. My role is to consider the evidence presented by the parties and reach an independent, fair and reasonable decision based on the facts of the case and the evidence provided by both sides. In order to uphold Miss S' complaint I would have to find that Barclays made an error or acted in a way that wasn't fair and reasonable and this led to Miss S suffering financial loss or some other detriment. So this is the focus of my decision.

I appreciate that Miss S feels strongly that there was some technical issue at Barclays that prevented her from successfully being able to apply the feature that Barclays offers customers to help them manage their spending. But Barclays wasn't aware of any such issue affecting the function that enabled customers to apply controls to gambling spending. Miss S didn't alert Barclays to the difficulty she was having throughout the four-year period she told us she tried to use this function.

I think it's fair to say that had Miss S contacted Barclays about this, Barclays could have looked into the matter at the time and taken appropriate steps to assist Miss S. And if she'd spoken to Barclays, either on the telephone or in branch, it could have applied the block for Miss S on her instructions even if she wasn't able to do this online herself. I understand why it wasn't straightforward for her to phone or go to a branch – but it seems unlikely to me that there wouldn't have been some opportunity to do this between 2020 and 2024 when she complained, had this been a priority for Miss S. We expect consumers to take reasonable steps themselves to limit the impact of things going wrong.

I appreciate that Miss S feels strongly that Barclays has failed in its duty of care to her as a customer and I've thought carefully about whether Barclays ought to have been alerted to the fact she might be trying to limit her gambling spending – even if Miss S didn't make contact. I've looked through account records going back to the end of 2019 which cover the whole of the period Miss S has complained about. Whilst I can see this included some gambling spending, I haven't identified any particular financial detriment in respect of her account with Barclays – her account seems to have been reasonably well managed and mostly maintained in credit. So I don't think Barclays had any reason to be alerted to the possibility that Miss S might need more support to manage her spending.

After taking into account everything that Miss S and Barclays have told me, I haven't seen enough to show that Barclays did anything wrong or that it treated Miss S in a way that wasn't fair and reasonable. Broadly speaking, there is no general requirement for Barclays to routinely monitor Miss S' account for gambling transactions and it's up to her to choose how she spends her money. Gambling is a lawful activity. So I wouldn't reasonably expect Barclays to have systems in place to routinely regulate or limit how much or how often a customer uses the account to fund gambling activity – unless the customer specifically asks the bank to do this. And during the period Miss S complains about, she hadn't at that stage spoken to Barclays about her concerns around her gambling or the difficulty she was having switching on the gambling block on her account. Nor can I see any other reason that Barclays may have been alerted to the problems Miss S says she was facing. So I can't fairly say that Barclays was wrong to allow the gambling payments to proceed.

To sum up, I've seen no evidence to suggest that Miss S told Barclays about her concerns when she first became concerned about her gambling and she had difficulties using the gambling controls Barclays offered customers. And I don't think Barclays' reasonable and proportionate checks would have revealed this was a problem for her before she complained. I'd expect Barclays to take reasonable steps to help Miss S manage her

spending once it was made aware of the complaint issues. But she closed her account and switched away from Barclays before it had a chance to assist her further.

So I can't uphold this complaint.

Barclays has made an offer to pay Miss S £25 for calling her at an inconvenient time. If Miss S would like to accept that, then she can contact Barclays to do so. But I won't be telling Barclays to take any further action here.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 31 January 2025.

Susan Webb
Ombudsman