

The complaint

Mr M complains Barclays Bank UK PLC didn't place a vulnerability marker on his account regarding his gambling addiction when he blocked his debit card from making gambling transactions. He states this meant Barclays didn't follow its safeguarding process when he called to remove the block, directly leading to gambling losses of £50,000.

What happened

Mr M explained he contacted Barclays in January 2024 to make it aware he had a gambling addiction, he confirmed he had not told Barclays about his gambling addiction before this call. He asked for a block on his debit card to restrict its use for gambling purposes. Mr M said Barclays should have also placed a vulnerability marker on his profile during this call, which it did not.

In March 2024 Mr M said he contacted Barclays and asked it to remove the block. Mr M complains Barclays did so without asking him any safeguarding questions. Mr M said he was therefore able to lose £50,000 due to gambling over the next five months. Mr M thought if the vulnerability marker had been in place, it would have triggered safeguarding measures which would have stopped him gambling. Mr M said this oversight led directly to his inability to make informed decisions.

Mr M explained he was angry and distressed at the time he called Barclays to remove the block and Barclays should have recognised this. Mr M confirmed he is still gambling and provided evidence he has a history of compulsive gambling since 2015 which has significantly affected his mental health.

Mr M said he thinks Barclays should have been monitoring his account, explaining only one transaction for £70 was flagged during the period he was gambling after March. Mr M explained besides the financial loss, he had suffered significant distress.

As a resolution Mr M wants all the money he lost after the block was removed refunded, compensation for distress and inconvenience and Barclays to review and enhance its safeguarding practises.

Barclays provided a transcript of the calls. During the first call on 29 January 2024, Mr M first enquires about a large cheque he has paid in from a casino. Mr M then discussed with the adviser his gambling, stating he is a professional poker player, but then explaining he was '*done*' [with gambling] once the cheque had cleared. Mr M explained he understood the bank could block his card. The adviser explains there is already a block on it and Mr M confirmed he had blocked it himself. The adviser then unblocked the card and put a marker on to block certain gambling transactions. The adviser then signposted a third-party support organisation with Mr M confirming he would look into it.

Shortly after this call, Barclays provided a transcript of a voicemail the same adviser left Mr M. The adviser explained they had just been speaking to Mr M but had forgotten to mention Barclays could also add a vulnerability marker which would indicate to any advisers he had a gambling addiction. The adviser again mentioned the third party support organisation and asked Mr M to call back if he wanted the marker added as Barclays needed his consent to do so.

Barclays also provided the call from 15 March. Mr M explains he wants Barclays to remove the block on his card for gambling. The adviser explains Mr M can remove the block on his app, to which Mr M replies *'just do as I said'* and *'stop wasting my time'*. The adviser confirms that the block has been removed and that Mr M can use his card for gambling transactions. Mr M appears to end the call straight after this confirmation.

Barclays wrote a response to Mr M's complaint in September 2024, it did not find it needed to pay back the £50,000 but did conclude leaving this voicemail was a privacy breach and it had failed to follow its own security policy. It apologised for this error and said feedback had been provided to the individual.

Barclays explained that had a vulnerability marker been placed on Mr M's account, further questions would have been asked when Mr M wanted to cancel any block on 15 March. It explained, having listened to the call, it was unable to ascertain if such questions would have led to Mr M keeping the block on his account. Barclays cited some of the comments made by Mr M and explained Mr M disconnected the call after the adviser confirmed the block would be lifted.

Barclays said even if a vulnerability marker had been on the account, and it had offered support during this call, it could not refuse to remove the block if Mr M wanted it removed. It apologised Mr M had been told differently by a Barclays adviser during a separate call in August, again stating feedback had been provided to this adviser.

With regards to why the substantial payments to gambling companies were not flagged, Barclays explained it has robust fraud detection in place, but was satisfied these transactions were genuine, not out of character and had been authorised by Mr M.

Barclays said it couldn't refund the money Mr M had spent on gambling but accepted it had provided some poor service and offered £150 compensation for the inconvenience this had caused. Barclays confirmed it had now blocked Mr M's debit card for gambling and placed a marker on his account to make colleagues aware of his circumstances.

Our investigator thought Barclays didn't need to do anymore. They explained they accepted Barclays should have discussed the marker and shouldn't have told Mr M he couldn't remove the block in August. They thought Barclays had offered reasonable compensation for these matters and didn't need to repay the money Mr M had lost through gambling.

Mr M disagreed with our investigator's recommendation and provided a series of submissions which I have considered when reaching my decision.

As Mr M has rejected our investigator's recommendation, his complaint has been passed to me to make 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.

I appreciate how strongly Mr M feels about his complaint. I was sorry to read about the significant losses Mr M has suffered due to his gambling addiction. Although I may not mention every point raised, I have considered everything but limited my findings to the areas which impact the outcome of the case. No discourtesy is intended by this, it just reflects the informal nature of our service.

Our service is impartial, it does not act as a consumer champion but seeks to make fair and reasonable decisions based on the facts and evidence of each case. Our service does not automatically apportion liability based on omissions or otherwise but considers what is reasonable in the circumstances and what is likely to have happened on the balance of probabilities. We are an informal dispute resolution service and do not replace the courts system, which have wider powers and jurisdiction. Our service seeks to resolve complaints

fairly for all parties, the option of court action remains open if Mr M does not accept my decision.

The issues Mr M has raised are whether Barclays should have done more to protect him considering the circumstances and his outlined vulnerabilities. I am satisfied the first Barclays knew about Mr M's gambling addiction was when he advised it he wanted a block placed on his account in January 2024. The evidence shows Barclays did place a block on Mr M's account, as he requested, and signposted him to support. This appears to have successfully assisted Mr M in the short term as there are no apparent direct transactions to gambling companies from his Barclays account after this block was implemented.

Mr M is correct to say Barclays should have consulted with him during this call about placing a vulnerability marker on his account. However, I am satisfied the evidence shows Barclays tried to contact Mr M shortly after this first call to discuss this further and left a voicemail giving details about this option. Essentially, they made an effort to correct this error. But I do agree it was poor service to leave a detailed voicemail and not discuss the marker during his call. Mr M didn't call Barclays back about this matter and I understand Mr M has said he didn't receive the voicemail or that it may have been listened to by a third party.

I asked Barclays whether it attempted to make further calls to Mr M. Barclays has confirmed it has no record of it making any further calls to Mr M after this voicemail.

Barclays Accessibility and Vulnerability situations and adjustment guidance says the following regarding disconnected calls before gaining consent for a marker: *'Try to contact your customer if they have disconnected before you've gained their consent to add Situations and Adjustments. If contact is not possible - Do not add any Situation or Adjustment and add the following note to your customers account "I have discussed customers personal circumstances but have been unable to add an Accessibility & Vulnerability Situation before gaining consent as the call was disconnected. If appropriate. When next speaking to them, review their circumstances and support their needs."*

I asked Barclays whether it complied with this guidance, it provided details of what the adviser who spoke with Mr M on 29 January entered onto its system. The notes show the adviser accurately described the call in the notes, explaining Mr M had revealed he had a gambling addiction but he had not gained consent to add a vulnerability . The end of the note states: *'If customer calls back to add this marker, discuss further adjustments with him and gain consent to add A&V marker to the account.*

In summary, I am satisfied Barclays did make some effort to contact Mr M to rectify this oversight. I am also satisfied Barclays complied with its guidance regarding vulnerability markers if it wasn't able to gain consent at the time.

However, I also cannot be certain whether Mr M would have agreed to this extra step added to his profile in any event. Barclays left a voicemail, which I appreciate Mr M believes was listened to by a third party, but the evidence is he didn't respond to this voicemail to add the marker in the next few weeks.

I do, however, agree Barclays left too much detail on Mr M's voicemail. I also think the situation was avoidable. Barclays should have discussed the marker during the first call and Barclays could have tried to contact Mr M again about adding this marker. Barclays has confirmed it only attempted this one call and left one voicemail. I will discuss impact and compensation regarding this later in my decision.

I now move on to the call Mr M made when he cancelled the block on his account. I can see Mr M was clear he wanted the block removed during this call. Barclays have a duty to do what it is instructed to do by their customer, regardless of any intervention or questions Barclays may have asked. Barclays could not stop Mr M removing the block if he wanted it removed.

During the call Mr M made comments about *'just do as I said'* and *'stop wasting my time'*. I appreciate Mr M disagrees, but these comments would seem to be certain and clear, and for these reasons I am persuaded it is unlikely Mr M would have been influenced otherwise by safeguarding questions at that time. My impression from the call is Mr M was not interested in listening to the adviser and wanted the block removed as quickly as possible. This may have been because of the circumstances Mr M highlighted above, but either way I am not persuaded any intervention from Barclays here would have been successful.

I would like to be clear on this point, I do not consider this speculation, as Mr M has suggested of our investigator's similar view in their recommendation. Whilst I accept there is a level of hindsight here, this is my considered opinion of what I think is likely to have happened. In reaching this decision I have also taken into account the ultimate protracted outcome here (Mr M continued to gamble for five months without asking for further intervention, and continues to gamble), the history Mr M has provided (he had been compulsively gambling since 2015) and the approach Mr M took during this call as outlined.

I asked Barclays about its 72 hours colling off period when blocks are removed from cards and if this occurred with Mr M. Barclays confirmed there were no payments directly to gambling companies until three days later on 18 March, after the 72 hours had expired.

I appreciate Mr M has focused on customer service issues regarding Barclays' failure to place a marker on his account. Whilst it may be the case Barclays didn't provide the customer service it should have, I don't think it follows in these circumstances Barclays are responsible for the £50,000 losses Mr M incurred since.

Mr M has made a direct link between these contacts and the full losses he sadly experienced, having considered the evidence in full, I do not believe on balance, this is fair or reasonable on Barclays. Whilst I appreciate Mr M has focused on his vulnerabilities, the evidence suggests the actions which caused these losses were not undertaken or influenced by a third party. There are no disputed transactions here and all payments were authorised and agreed by Mr M over several months, and Barclays have to follow the instructions of their customers. I am therefore satisfied Barclays liabilities here are limited.

Furthermore, I am satisfied there are also other factors to consider here, which limits Barclays' direct liability. For example, Mr M has confirmed he has continued to gamble considerably and has incurred further losses of £20,000, sadly demonstrating it is likely gambling would have continued in spite of any intervention by Barclays. As a further example, Mr M has not presented any evidence he has engaged with the services Barclays signposted, and if he did, whether this was helpful or not.

I therefore think it is fair and reasonable my compensation award should be limited to the poor service Mr M received during the initial call and being given incorrect information about the block. I am also mindful that Barclays did fundamentally do what Mr M asked, which was to block his account and release the block when he instructed.

I can see Barclays has offered £150 compensation for the customer service issues highlighted. This is in line with what I would expect in the circumstances presented and within the general framework our service uses when assessing compensation amounts for distress and inconvenience caused by the poor service explained above. I therefore do not think Barclays' needs to do anymore.

I also appreciate Mr M wants Barclays to review and enhance its safeguarding processes. To be clear, how businesses choose to operate and the systems and processes they have in place is not something we consider as part of a complaint, these are matters for the regulator, the Financial Conduct Authority.

I would like to express my sympathies for the difficulties Mr M has faced and continues to face. Whilst I appreciate Mr M will disagree with me, I trust my decision explains why I cannot reasonably hold Barclays accountable for the losses he has claimed.

My final decision

For the reasons I have given, my final decision is Barclays Bank UK PLC has acted fair and reasonably in offering £150 compensation for the distress and inconvenience the poor service highlighted caused Mr M. I therefore do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 March 2025.

Gareth Jones
Ombudsman