

## **The complaint**

Mrs P is unhappy with Barclays Bank UK Plc.

Mrs P said Barclays failed to appropriately intervene when her gambling activity escalated in May 2025. Mrs P was also unhappy about the service provided.

## **What happened**

Mrs P said Barclays admitted it had breached the Financial Conduct Authority Consumer Duty. But she wasn't happy that it only offered £350 for any distress and inconvenience caused. Mrs P wants it to refund her for all of the gambling transactions she made during May 2025 - a total of £15,797.

Mrs P said she had recently lost a family member and was under the influence of alcohol when she signed up to a gambling website and deposited £9,750 in under an hour. She said at that stage she wasn't making rational financial decisions.

Mrs P said her losses were a significant sum from her personal savings that she couldn't afford to lose. She said she suffered feelings of shame, extreme distress, and anxiety due to it.

Mrs P told Barclays she wanted the £9,750 she deposited with M to be paid back to her, along with the £6,046 additional charges that created the £15,797 total claim.

Barclays upheld the complaint. It credited the £350 into Mrs P's account for distress and inconvenience. It provided Mrs P with details of support functions and options she could use to help with gambling addiction.

It noted Mrs P had tried to reclaim the funds through chargeback. But said there wasn't a problem with the merchant or the funds paid. It said this was about Mrs P's personal circumstances, so chargeback didn't apply.

Barclays said its fraud system did flag up the payments as suspicious. But said it sent Mrs P app notifications to confirm the payments were genuine. Barclays said this may not have been enough support, but there was no evidence it was aware or made aware of Mrs P's circumstances at the time. It said there wasn't a bank error. It said it only became aware when Mrs P complained on 24 June 2025.

Barclays said options and account markers were then discussed but there's no record of any responses from Mrs P about adding these to her account. It said it was important to know of any vulnerabilities so it could provide support. Barclays said it accepted it should've proactively reached out and that was why it apologised and paid compensation.

Mrs P remained unhappy and brought her complaint to this service.

Our investigator didn't uphold the complaint. He accepted Barclays approach to chargeback was correct. Our investigator noted Mrs P had made the payments herself and the merchant

had provided the service she had paid for. He said these reasons were outside the chargeback criteria. Regarding the large amounts of money and transactions our investigator said banks don't manually review accounts and Mrs P hadn't placed any gambling blocks on her account. Our investigator did note that Barclays had twice sent messages to Mrs P's banking app and to continue payments she needed to enter her passcode to confirm these were genuine.

Our investigator continued that despite this Mrs P carried on with the payments. He said it wasn't reasonable to claim further intervention from Barclays would have made a difference or stopped Mrs P making further losses. Our investigator also noted Mrs P had other separate bank accounts at the same time. He said even if Barclays had blocked the account Mrs P could have switched to using another one of her accounts to continue gambling. Our investigator said Barclays didn't ignore Mrs P's vulnerability as it was unaware of it until she advised it on 24 June 2025 a month after the incident. He said there was nothing in the Consumer Duty requirements suggesting Barclays should refund the gambling transactions or that it was to blame.

Our investigator noted that Barclays did signpost Mrs P to numerous external resources for further support and how she could place controls on her account. He concluded that even if Barclays had been aware, and offered these back in May 2025, based on Mrs P's description of her circumstances and inability to make rational financial decisions it would have made no difference to her actions. He felt the £350 paid was fair.

Mrs P didn't accept this. She reiterated Barclays accepted it had failed in its duty of care. She said the Consumer Duty meant it needed to put things right when harm occurred and that her money should be repaid. She said the app notifications weren't meaningful or adequate, and she didn't remember receiving them at the time.

Our investigator maintained the support offered would have been to signpost Mrs P to help and about account controls she could apply. He said these wouldn't have stopped her losses and pointed out she had been clear that she wasn't making rational financial decisions at the time. He said Barclays had evidence the in-app messages it had sent to Mrs P had been responded to by her at the time.

Mrs P remained unhappy and asked for her complaint to be passed to an ombudsman 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.

There's been a lot of detailed correspondence around the evidence, rules, and regulations for which I'm grateful. But this is an informal service so I'm not going to comment on everything included within this complaint. Instead, I'm going to stick to what I think are the central points that apply. I can confirm all of the evidence provided by both sides has been considered.

Mrs P was clear from the start that she was grieving over a recent close family member passing away. She also said she was under the influence of alcohol when she spent the £9,750. She said she was, *"in an acute state of vulnerability and unable to make rational financial decisions."* But maintains Barclays should have intervened.

Mrs P said the Consumer Duty requires full redress as firms need to deliver good outcomes for customers. Mrs P said her vulnerabilities hadn't been treated with empathy by Barclays

as it said it wasn't out of character for Mrs P to gamble due to earlier and previous transactions on her account.

Mrs P provided details of the responses from M (The gambling company) too. It noted all of its digital accounts come with their own set of gambling tools that customers can access anytime through the responsible gambling tab on the site. M said it prompts customers to set a deposit limit during the registration process and Mrs P decided not to use this function "to ensure that your level of play remained affordable."

M continued, "*I have been unable to find any contact where you have made us aware of any problem gambling issues you were suffering from before 27th May 2025. We use internal triggers to monitor customer accounts and identify potential problem gambling behaviour. I can confirm that on the occasions when you hit these triggers, we followed our internal processes. Our Safer Gambling Team attempted to call you, before proactively applying a £250 monthly Global Net Deposit Limit when unable to reach you. Following this, the team emailed you to advise of the action taken, the tools available and how to reach our Safer Gambling Team if you had any concerns over your gambling activity.*"

I note from the online chat records Barclays explained how the gambling block could be placed on the bank account when Mrs P contacted it. And I note this discussion also involved chargeback where Barclays said this didn't apply as there was no issue with the payments. The issue wasn't with the merchant or the funds paid. It was about Mrs P's state of mind and so didn't fall within the chargeback dispute criteria. I accept that point.

I can understand both parties point about gambling transactions. Mrs P is right to say this was a different situation to previous gambling transactions she had made. But I also take on board Barclays position that gambling transactions were not unusual on Mrs P's account over the previous months, and it had increased.

Barclays maintained it wasn't aware of either Mrs P grieving or being intoxicated at the point when she spent the money with M. It said it was hard to see how Mrs P could blame the bank for her actions. It said it couldn't be responsible for what it didn't know as Mrs P hadn't informed it.

Barclays did accept it could have proactively reached out to Mrs P under Consumer Duty. Barclays said the adviser dealing with the complaint who said this was giving their own personal opinion. It said there was no policy stating it needed to contact Mrs P.

It referred to sending Mrs P the in-app notifications to confirm the payments were genuine and said it was unable to prevent her from using her own funds in her bank account. It said it was her own free will and it can't be responsible for customers spending choices or liable for their spending patterns. Barclays confirmed there were no indicators of difficulty linked to the account.

I accept Mrs P's point that she was vulnerable at the time. But I think it is clear Barclays was unaware of any vulnerabilities or issues Mrs P was facing at the point when she made the transactions.

It did check with her on two occasions at that point to make sure there was no fraudulent activity on her account. And as Mrs P gave the payments the go ahead, I can't say that Barclays acted unfairly or unreasonably.

I've noted already that I accept the chargeback couldn't be made as the transactions didn't meet the criteria. Mrs P said she was vulnerable, but the payments were made by her, and

the merchant did provide her with the service. So, I think Barclays acted reasonably here too.

I understand and acknowledge both parties' positions about whether or not Barclays should have intervened. Mrs P said it is clear that it should have done due to the amount of spending, her vulnerabilities, and its acceptance in the final response that it should have. But I note Barclays position that is what the complaint adviser felt only. And there's no requirement on Barclays to do so. It was unaware of Mrs P's vulnerabilities, and it doesn't have a policy requirement to intervene. I think these are all fair points. But I tend to accept what Barclays said here.

I take the point Mrs P raised about good outcomes under Consumer Duty. But I think that applies where the bank is to blame. I don't think the bank made errors in this complaint and I agree that banks don't manually check account transactions.

Barclays confirmed the account wasn't in difficulty. Mrs P was linked to other accounts and confirmed the household bills were usually paid from her partners account – a separate account to this one. It's also clear that Mrs P didn't act on the opportunities to stop when Barclays checked in app to ensure she wanted to make the payments. Instead of stopping at that point Mrs P cleared the amounts for payment so Barclays carried out her instructions. I can't say that Barclays acted unfairly or unreasonably based on this.

Mrs P said she was also unhappy about poor service provided by Barclays. But I haven't found anything specific. It seems to stem from comments made by Mrs P when Barclays declined to refund her. But I can't see any errors or delays from the way Barclays handled her queries throughout.

So, I think the payment it made of £350 for any distress and inconvenience it caused was a fair and reasonable outcome in the circumstances of this complaint.

### **My final decision**

I don't uphold this complaint.

I make no further award against Barclays Bank UK Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 18 February 2026.

John Quinlan  
**Ombudsman**