

The complaint

Mr C complains that NewDay Ltd trading as Marbles (“NewDay”) rejected his claim for compensation under section 75 of the Consumer Credit Act 1974 in relation to gambling deposits processed on his credit card to an overseas casino.

What happened

In July and August 2025, Mr C deposited payments totalling £3,009.51 to an overseas casino.

Mr C contacted NewDay in October 2025 asking them to raise a chargeback. He said the deposits were accepted despite the ban on using credit cards for online gambling in the UK. Mr C said the transactions were unlawful and non-compliant with UK payment and gambling laws.

NewDay didn’t raise a chargeback. They felt Mr C’s dispute related to gambling outcomes or winnings and wasn’t suitable for a chargeback. Mr C then asked NewDay to consider a claim under Section 75 of the Consumer Credit Act 1974 (“s75”). NewDay didn’t think the claim should succeed. They said they were unable to establish the supplier (in this case, the gambling merchant) misrepresented anything to Mr C or breached the contract. NewDay also said Mr C’s claim was based on a breach of regulatory duty which wasn’t covered by s75.

Mr C didn’t agree and complained to NewDay, but they didn’t uphold his complaint, giving the same reasons they had given when they declined the claim.

Mr C remained unhappy and so he referred his complaint to our service. Our investigator didn’t recommend that it should be upheld. He said he hadn’t seen any evidence the gambling operator had acted outside of its terms or hadn’t provided the agreed services to Mr C. And he didn’t think Mr C had a valid claim because the payments he made were deposits and weren’t covered under s75. Our investigator felt NewDay hadn’t acted unfairly in declining the s75 claim and mentioned that the Merchant Category Code (MCC) used by the gambling operator didn’t identify the transactions as gambling ones, which meant NewDay couldn’t have blocked them.

Mr C didn’t agree with our investigator. He said the gambling operator misrepresented the true nature of the transactions as they deliberately processed gambling deposits using non-gambling MCCs. So, they essentially disguised gambling transactions as non-gambling ones. Mr C also felt our investigator had made an artificial distinction between money used for deposits and the provision of a gambling service, as deposits were an integral and necessary part of accessing the gambling service.

Mr C also said the transactions were accepted in breach of UK credit card gambling restrictions and card scheme rules due to the gambling operator’s misrepresentation. And he mentioned the gambling operator had since closed his account which meant he couldn’t access or retrieve evidence of his attempted withdrawals.

Our investigator didn't think Mr C's response changed his view of the case. So, the complaint has been passed 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.

Initially, Mr C asked NewDay to raise a chargeback, but they declined to do this. I've seen that Mr C then told NewDay he wanted to raise a s75 claim and said, 'this is not a chargeback request'. I have therefore not considered whether NewDay should have raised a chargeback as Mr C made it clear to NewDay that he didn't want this considered.

S75, where it applies, makes the provider of credit liable for a breach of contract or a misrepresentation by a supplier (here, the gambling operator) in relation to goods or services which were paid for with the credit card.

However, s75 only applies "in relation to a transaction financed by the agreement" (meaning the credit card agreement). In this context, "a transaction" means not the credit card payments themselves, but the provision of a gambling service to Mr C by the gambling operator. That transaction has to have been financed by NewDay for s75 to apply, but that was not what the credit card payments were for. They were just to deposit money into an account. This wasn't intended to be Mr C's payment for the service. It was the money he was seeking to then use for gambling. So, unfortunately, I don't consider the transactions that Mr C made were "transactions" under s75 and as such I'm not persuaded NewDay has done anything wrong in not refunding the money under this legislation.

I would just add that even if I've misapplied or misunderstood the requirements of s75, I don't think Mr C presented persuasive evidence to NewDay when he made his claim that the gambling operator had misrepresented its service or breached its contract with him. Essentially, Mr C used the services of the gambling operator in order to gamble, and they allowed him to do this. I know Mr C has said the supplier misrepresented the transactions as non-gambling to avoid these being blocked. However, a misrepresentation for the purposes of s75 is a false statement of fact given to Mr C by the supplier which induces him into an agreement with it he otherwise would not have entered into. I don't think this happened here, or for the same reason, that they gave a false statement of fact to Mr C about UK gambling laws. So, even if I did think s75 applied here, I don't consider NewDay should have fairly considered what Mr C says was a misrepresentation.

I appreciate this will disappoint Mr C, but for the reasons I've given, I don't uphold his complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 April 2026.

Daniel Picken
Ombudsman