

complaint

Mrs S complains on behalf of her son Mr S that Barclays Bank PLC shouldn't have let Mr S spend £9,064.31 from his account on gambling. She wants the money refunded.

background

Mrs S says she and her son had a meeting with Barclays in February 2016. She says this meeting was to tell the bank that Mr S had a gambling addiction. To discuss the operation of his account. And to put a block on any gambling transactions from his account.

As a result of this meeting Barclays added Mrs S as a third party to the account. But she's unhappy the following month Mr S removed her from the account. She says she didn't realise for some months she was no longer on the account. She doesn't think it's reasonable that a third party can be removed from an account without their authority. Or their acknowledgement.

She says no block was put on Mr S's gambling transactions. And nothing else was put in place to help her son manage his account. She believes there are other things Barclays could've done.

Mrs S says she then discovered Barclays could've offered her son a cash card. She feels this might've helped. At this point she asked if Barclays would consider refunding half of the £9,064.31. She felt this was fair.

Barclays said it wasn't willing to offer a refund of the money Mr S spent on gambling. It apologised if Mrs S had understood that a block would be placed on certain transactions. But it explained it can't do this. It did suggest other ways Mr S could manage his account.

Our investigator didn't uphold the complaint. He was very sympathetic but didn't feel Barclays had done anything wrong. And felt if Barclays had offered a cash card Mr S could still have withdrawn cash to spend on gambling.

Mrs S didn't accept this view. She said Mr S admitted to a gambling addiction at the meeting with Barclays in February 2016. She thinks Barclays should've done all it could to help.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs S feels strongly about this and I do understand why. I can appreciate this must be a very distressing situation for her. I realise she's going to be disappointed. But I've reached the same view as our investigator and for much the same reasons.

There's no dispute that Mrs S and her son had a meeting with Barclays in February 2016. That as a result of this meeting Barclays added Mrs S as a third party to the account. Or that the following month Mr S removed Mrs S from the account.

Unfortunately there are no notes recorded from the meeting Mrs S and Mr S had.. But I've seen Barclays' complaints notes. This includes a response from the adviser who saw Mr S and Mrs S. He vaguely remembers the meeting. And being asked if blocks could be put on gambling transactions. He says he wouldn't have agreed to do this as he knew it wasn't possible. As he has worked at the bank for some years I think it's likely he would've known this. Mrs S has said she was very upset at the meeting. So it's possible she misunderstood what was said.

As there's no note of the meeting its impossible for me to know what exactly was discussed. But as Barclays added Mrs S to Mr S's account its clear there must've been some concerns over Mr S's management of the account. Unfortunately Mr S needed to agree to this. He obviously did so in branch. But the following month took Mrs S off the account.

Mrs S says she didn't realise until some months later she was no longer a third party on the account. I don't know how closely Mrs S was able to help her son manage his account but I suspect she was more concerned about the impact her son's addiction was having on his health. I can see she only carried out a financial audit after Mr S was admitted to hospital. Unfortunately by this time it was too late to stop Mr S spending the money he did.

Barclays has explained that if the main account holder cancels third party access no notification to the third party is required. I've looked at Barclays' information online which says account holders can cancel a third party nominee's access at any time in writing or in branch. There's no mention of a requirement that Barclays advises the third party. I can understand Mrs S doesn't agree with this. But I can't see that Barclays has done anything wrong.

Barclays has since made some further suggestions as to how Mr S could manage his account. One of these is that he could have a cash card. Mr S wouldn't be able to use this online or in store. But he could still use it to withdraw cash. Mrs S thinks this should've been offered at the meeting. I agree that it perhaps could've been mentioned as an option. But I can't see it would've stopped Mr S gambling. He could've withdrawn cash to gamble. So I'm not convinced a cash card would've prevented the problem.

Mrs S feels Barclays should've done more when they told Barclays Mr S had a gambling addiction. From the limited information I've got about the meeting Mrs S and Mr S had in branch there doesn't seem to be any suggestion that Mr S was incapable of managing his own affairs. I think adding Mrs S as a third party was reasonable. And I'm not convinced other suggestions such as the cash card would've made any difference. Barclays has to balance supporting vulnerable customers but treating them fairly and as adults. It has now suggested a Power of Attorney or a Court of Protection Order if appropriate.

Mrs S isn't happy that Barclays didn't pick up on the volume of gambling transactions Mr S made. I can understand her frustration. But Barclays has explained that its systems pick up suspicious or out of character transactions that might be potentially fraudulent. The volume or value of Mr S's gambling transactions didn't raise any alerts. And it said it can't review each transaction customers make and prevent individual payments being made. As its system didn't register any alert I don't think Barclays has done anything wrong.

I am sympathetic to the situation Mr S finds himself in .But I have to look at whether Barclays did anything wrong. On balance I don't feel it did. So I don't feel I have any grounds to tell Barclays to refund part or all of the £9,064.31 that Mr S spent.

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 Mrs S and Mr S to accept or reject my decision before 9 June 2017.

Bridget Makins
ombudsman