

## **complaint**

Mr W complains that Barclays Bank PLC, trading as Barclaycard, won't refund the interest and charges he has incurred for online deposits to a poker website made on his credit card.

## **background**

Mr W says that he has made payments overtime for online poker but he didn't expect to be charged interest as if the payments were cash transactions. He didn't think poker was gaming so he felt they should be treated like other online purchase. He also said that he understood that he was entitled to 0% interest for 12 months.

The adjudicator didn't think this complaint should be upheld. He said that Barclaycard had offered Mr W £100 credit or 12 months interest free on purchases and he had decided to take the £100. The terms of his credit card set out that cash balances including gaming, gambling, betting and transactions relating to these and he thought poker fell into the category of gambling, so Barclaycard was entitled to treat it as a cash transaction.

Mr W disagreed. He said, in summary, that poker was very different. It's not gaming and shouldn't be considered as gambling because many people perform it as a career.

## **my findings**

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

Mr W says that he wasn't aware that deposits to a poker website would be treated as cash transactions and be subject to cash balance interest charges. He considers poker to be a game of skill and not gaming. He argues that it is very different to other games that would be considered as gambling. He doesn't think his transactions for online poker should be treated as cash or attract interest as such but should be treated like any other online purchase.

Whilst I understand Mr W's point, I'm satisfied that poker, although recognised as skills based, is generally considered to be from the family of gambling card games. I also find that the online sites he has used are gaming websites, and one is licensed by the UK Gambling Commission. So I'm not persuaded by Mr W's argument that poker shouldn't be treated either as gaming or gambling.

Barclaycard's terms and conditions for Mr W's credit card account clearly set out that a cash balance is made up of, among other things:

- gaming transactions, including gambling & betting and
- transactions relating to gaming, such as buying gaming chips or spending on a gambling website or at a gambling establishment

Given that Mr W made his online purchases through a gaming website, for the purpose of staking money whilst playing poker, I don't find that Barclaycard has made any mistake in charging interest as a cash balance for these online poker transactions.

Mr W has also said that he thought he was entitled to interest free purchases for the first 12 months. But I'm satisfied Mr W was offered either the interest free option or £100 and he decided to take the money.

Barclaycard accepts that its customer service wasn't to a standard Mr W should have been able to expect when dealing with his complaint. It has apologised and paid him £100 for the frustration this caused, which I consider to be fair and reasonable.

**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 Mr W to accept or reject my decision before 3 January 2017.

Karen Wharton  
**ombudsman**