

## **complaint**

Mr D complains Barclays Bank Plc didn't restrict and limit his spending on his current account to prevent him using his money for gambling. He thinks it could've done more to support him. And he thinks it shouldn't have enabled him to gamble illegally whilst abroad.

## **background**

Mr D has a personal current account with Barclays. In January 2017, he got in touch with Barclays to let it know he'd won a lot of money as the website he'd won had advised him to.

Over the following months, Mr D spent the majority of his winnings on gambling. He says he contacted Barclays online and went into branch to explain he had a gambling addiction and asked it to put a limit on his spending.

At one point Mr D arranged for the money in his current account to be transferred to a savings account. And in February 2017 he asked Barclays to cancel his debit card to limit his spending. Both of these instructions were carried out. Shortly afterwards though, Mr D asked Barclays to issue him with a new debit card. And Mr D says he was able to transfer the funds from his savings account back into his current account.

Mr D says he was able to easily reverse the restrictions he put on his own account. And he thinks Barclays could've and should've done more to stop him from being able to. He thinks it should've restricted him to a certain number of transactions per day or limited his spending to certain merchants or amounts.

Mr D also thinks Barclays didn't follow its fraud prevention processes and should've blocked payments from going through when he hadn't verified them as genuine. And Mr D's complained several of the transactions took place when he was abroad, in a country where the legality of gambling is restricted. So he thinks Barclays had a responsibility to stop these transactions from being paid.

Barclays says it carried out the instructions to cancel and reinstate Mr D's debit card and to transfer his money to his savings account. And it's not in a position to block payments or limit him spending his own money – or decline a new debit card. And it doesn't have the facilities to stop someone from reapplying for banking facilities.

Barclays highlighted that Mr D didn't have an overdraft and the money he spent was his. And it said it's not allowed to block the use of his card for gambling activities that aren't legal where he was physically staying at the time he was gambling. In any event, it thought gambling was only illegal in certain circumstances in the country Mr D was visiting.

Barclays has given us copies of its terms and conditions and Mr D's statements.

Our investigator didn't uphold Mr D's complaint. Mr D didn't agree with the investigator's assessment so the complaint's been passed to me.

## **my findings**

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

I fully understand Mr D's been going through a difficult time and I sympathise with the situation he's found himself in. But I've decided not to uphold the complaint for broadly the same reasons as the investigator. I'll explain why.

I've looked through Mr D's statements and I can see whilst he had regular outgoings to various gambling companies, he didn't go into debit and he didn't have any credit he relied on with Barclays. And he was using his funds for legitimate business. So I don't think Barclays had a responsibility – or the right – to restrict or control what Mr D used his funds for. Barclays offers a service – the use of a current account – which Mr D is free to use provided he does so in line with the terms and conditions of the account.

I appreciate Mr D says he got in touch with Barclays online and in branch to let it know he had issues with gambling. Barclays has given us copies of its internal notes showing contact with Mr D and I haven't seen any mention of gambling. And Barclays has said it doesn't have a record of this. In any event, even if Mr D had told Barclays about his circumstances, I wouldn't expect Barclays to place the restrictions and limits on Mr D's account that he's described. So whilst he might've had more access to advice, I don't think Barclays would've been in a position to stop his payments.

I can see Mr D attempted to restrict his own spending – through moving his money and removing his access to his account. It's really unfortunate Mr D wasn't able to maintain this. But I don't think it was within the terms and conditions of Mr D's accounts for Barclays to deny Mr D's requests to reinstate his access to his account or block transfers to his current account. If this is something Mr D wanted, I haven't seen anything to suggest he couldn't have changed his account.

Mr D's pointed to specific terms relating to placing limits on his accounts as he thinks these show Barclays had the facilities to restrict his spending. I think the terms and conditions of Mr D's account suggest Barclays will follow customers' instructions provided they meet specific requirements. And it won't restrict access to customers' own accounts unless to manage its own risk and protect its own interests.

Mr D thinks Barclays didn't follow its fraud prevention processes. But banks can follow different processes when they need to verify if transactions are genuine. And even if the transactions had been blocked, as they were genuine and Mr D could've simply verified them at any point, I can't safely say blocking access to his account would've resulted in him not carrying out any further transactions.

Mr D's said he carried out several transactions illegally whilst he was abroad. Mr D's account is based in the United Kingdom ("UK"). And having looked at his statements, several of the transactions were with UK based merchants or in licensed casinos. So I don't think it would be reasonable in this case to say Barclays is responsible for monitoring and restricting transactions from Mr D's account which would otherwise be legal but for his physical location.

I can understand why Mr D wanted Barclays to have done more to help him as his circumstances are difficult. But I don't think Barclays has acted unfairly or irresponsibly in this case by allowing Mr D to access and use his own money.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 22 January 2018.

Nadya Chandra  
**ombudsman**