

The complaint

The estate of the late Mrs E complains Barclays Bank UK PLC won't refund transactions made from Mrs E's account which the estate says she didn't make or authorise.

The estate is represented by Mrs B, Mrs E's granddaughter.

What happened

Following Mrs E's death, her estate's representatives contacted Barclays to report a large number of cheques as fraudulent. The estate also reported several debit card payments and two transfers as fraudulent. The transactions had taken place in 2020.

Barclays wouldn't agree to refund the disputed payments, so Mrs B – on behalf of the estate - referred the complaint to our service.

An Investigator considered the circumstances. She said, in summary, given the time that now passed it wasn't possible to obtain all the evidence we'd ordinarily expect. But, in any event, given that Mrs E couldn't now provide her comments on what the payments were for and whether they were authorised, the Investigator concluded that they were most likely authorised at the time. She also didn't think Barclays had made a mistake by not picking up the transactions as unusual.

Mrs B didn't accept the Investigator's findings. She provided an updated list of the disputed transactions, which no longer included some of the lower value cheques or the two transfers. She said Barclays had a duty to protect Mrs E's account and it failed to do so.

As Mrs B didn't agree, the complaint's 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.

I think it's important to firstly explain I've read and taken into account all of the information provided by both parties, in reaching my decision. I say this as I'm aware I've summarised the complaint in considerably less detail than Mrs B has. If I've not reflected something that's been said it's not because I didn't see it, it's because I've focussed on the details most relevant to the outcome of the complaint. This isn't intended as a discourtesy to either party, but merely to reflect my informal role in deciding what a fair and reasonable outcome is. This also means I don't think it's necessary to get an answer, or provide my own answer, to every question raised unless I think it's relevant to the crux of the complaint.

I'm sorry for Mrs B's loss and I can see she feels strongly about what's happened in relation to the transactions she's disputing on Mrs E's behalf. I know she's found dealing with this matter upsetting and stressful and I can appreciate why.

I accept that Mrs B believes Mrs E would not have agreed to the disputed cheques or authorised the disputed card payments. I can see she feels very strongly about this complaint. I want to reassure her I've taken everything she's said into account in making my decision – even if I've not referred to all her points individually. But I'm required to consider all the evidence – so I must consider what Mrs B has told us, along with all the other evidence in the case. Her certainty that Mrs E didn't authorise the transactions alone, isn't enough for me to uphold the estate's complaint.

Under the Payment Services Regulations 2017 ("PSRs"), generally, Barclays doesn't have to refund any transactions if the evidence suggests that Mrs E made or authorised them.

Mrs B has described Mrs E, at the time of the disputed transactions, as being 97 years old, bedbound, with failing eyesight and living alone. Mrs E says in November 2020, Mrs E was admitted to hospital and no further disputed transactions happened after this point. I accept that the combination of Mrs E's personal circumstances and the ongoing pandemic made Mrs E vulnerable.

Mrs B says Mrs E refused to have carers. But she did have a cleaner, M, and another paid companion who sometimes stayed overnight to help Mrs E, J. It is alleged that M took advantage of Mrs E, as it was her the disputed cheques were paid to. Mrs B has provided a lot of detail about, what she considers, to be suspicious behaviour by M following Mrs E's admission to hospital and her death. To be clear though, my decision is limited to considering whether Barclays have treated the estate fairly.

Mrs B is adamant that Mrs E would not have been persuaded to pay M more than she was due for her work because she was widely known within the family for being extremely careful with money and was not "generous", to the extent that Mrs B described her as having been "extremely restrained" when giving gifts. I mention these things because it seems they form the basis for Mrs B's certainty the transactions must have been made without Mrs E's permission.

When the transactions were first submitted to Barclays, the solicitors acting at the time provided a list of 27 disputed cheques and specified four card payments. Since then, the list of transactions being disputed grew substantially by the time the complaint was referred to our service. And then, after our Investigator's opinion, the list of transactions being disputed by the estate changed again. Mrs B has explained she's found it difficult to pull the information together. This isn't surprising given that estate is disputing transactions without the input of Mrs E, but it does mean that the estate hasn't been consistent about which transactions it believes were unauthorised. As it seems Mrs B wasn't present on the occasions when the disputed payments were made, I don't think she can say with certainty what Mrs E did or didn't authorise. She can only speculate based on what she knew about her grandmother's approach to her finances.

Barclays had provided copies of some of the disputed cheques, along with copies of some cheques that aren't being disputed. It can't provide copies of all of them because of the time that's now passed. Having reviewed the copies we do have, I can see that they appear to be signed by Mrs E, though the rest of the cheque is commonly in someone else's handwriting. I don't find that suspicious on its own, there's nothing to stop someone asking another person to complete the cheque for them then simply signing it. The signatures are inconsistent, but based on copy cheques we have, this seems to have been a deterioration in Mrs E's writing of her signature. It doesn't appear to be because the signature is that of someone attempting to forge Mrs E's. I don't find this surprising given what Mrs B has told us about Mrs E's frailty and failing eyesight during the time in question.

It's not entirely clear if it's being alleged that M, with access to Mrs E's cheque book, was writing cheques out and misleading Mrs E as to the amounts or she was otherwise manipulating Mrs E into agreeing to paying increased amounts. Either way, for the purposes of the PSRs, Mrs E didn't need to have been aware of the amounts – just that she was authorising a payment. And by signing the cheques, I'm satisfied she authorised them. That's not to say M was, or wasn't, involved in the cheques in some way – it just means in these circumstances Barclays isn't obliged to refund the disputed cheque payments.

The disputed card payments were all made to loan and credit providers. Due to the time that's now passed, Barclays can't provide evidence to show how these payments were authenticated. But, based on what I know about the financial businesses in question, it seems most likely that these were made over the phone or online. Mrs B is certain that Mrs E would have had no such agreements to pay in her own name and would not have agreed to pay these on M's, or anyone else's, behalf. I accept that Mrs E likely didn't have credit agreements with these businesses in her own name, not least because she had a substantial balance in her account so would not have needed to use credit. But it's still possible that Mrs E was persuaded to make the payments for the benefit of someone else.

We don't know whose name the credit agreements that were paid were in. But if an unauthorised party had access to Mrs E's card details, for the purposes of stealing money from her, I would expect them to attempt to take as much money as possible in very quick succession. That isn't what happened here. Bearing in mind I've already concluded I think it's more likely than not Mrs E had authorised the cheque payments, despite what Mrs B says, I think it's more likely than not she also authorised the card payments as well.

Generally, financial businesses should follow their customers' instructions in relation to legitimate payments and, as I've already explained, I've found Mrs E – more likely than not - did instruct Barclays to make these payments. However, there are some situations in which a bank should reasonably have looked more at their customers' payments before allowing them to proceed. So I've also considered whether Barclays should have intervened in any of these payments.

There appears to be no dispute that Mrs E's preferred method of payment generally was cheques. So multiple cheques, perhaps even a large number of cheques, wouldn't have been particularly unusual for Mrs E's account. I've considered the pattern of transactions for the cheque payments. I do understand why Mrs B thinks they were out of character for the account. But considering the amounts – mostly under £500 – and the timing – I don't think this pattern of use was so significantly out of character that Barclays ought to have intervened in the payments. Though I know Mrs B won't agree.

Similarly, the card payments were, mostly, payments for £500 or under. The two larger payments of £3,000 and £2,680.76 were made about a week apart and, at the time, the balance of the account was almost £90,000. So these transactions represented a fairly small proportion of Mrs E's overall balance. Even if I found Barclays ought to have intervened in these transactions and asked Mrs E about them, given the findings I've set out above, I think it's likely she would have told Barclays they were authorised. So I don't think any contact from Barclays would likely have made a difference here.

I've already explained that I accept Mrs E was vulnerable. Barclays have said it wasn't aware of any specific vulnerabilities and its contact notes show no contact from Mrs E during the period of the disputed transactions – either about the transactions themselves or her specific vulnerabilities. Mrs B says she tried to contact Barclays to report Mrs E was being taken advantage of in late 2020 after Mrs E had been admitted to hospital. Barclays has a record of this call taking place in February 2021. She said Barclays wouldn't discuss matters with her. I don't find that unreasonable given that Mrs B did not have authority at the time to

act on Mrs E's behalf. And I don't think it would be fair to say Barclays ought to have taken steps to contact Mrs E about any potential fraud, because it was aware of her age (as Mrs B has suggested) or off the back of a phone call from someone who wasn't authorised to discuss the account.

Based on the description Mrs B has given of Mrs E, it seems to me she was an independent lady who, at the time, was happy managing her finances herself. I've seen nothing to suggest she lacked capacity to make her own financial decisions. That said, it's entirely possible that Mrs E was being taken advantage of by the very people who were there to help her. But I've explained why, in the circumstances of this complaint, this doesn't mean the transactions were unauthorised or that Barclays is responsible for them.

So, I find Barclays has treated the estate of Mrs E fairly.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs E to accept or reject my decision before 10 October 2025.

Eleanor Rippengale
Ombudsman