

The complaint

Mr S is complaining that Yorkshire Building Society (YBS) didn't do enough to prevent him from making payments to an individual who he says was economically abusing him (who I will refer to as C). The complaint is brought on Mr S's behalf by his relative, Mrs W.

What happened

Mr S met C in 2013 when he lived in sheltered accommodation with one of C's relatives.

From the messages Mrs W has provided I can see that for around ten years since then Mr S was sending C money on what appears to be the pretence that C would at some point repay him. Mrs W says other vulnerable people at the sheltered accommodation were also targeted by C and she has reported this to the police. Mrs W estimates that Mr S has lost around £161,000 across a number of different accounts by giving it to C.

My decision relates to cash withdrawals Mr S made from his account with YBS between October 2015 and December 2017 (totalling around £6,000) which Mrs W says were passed over to C. Most of the withdrawals were made through ATMs, although two were made over the Post Office counter. At the time the transactions began Mr S was in his late sixties and had recently lost his wife. Mr S also suffers from a long-term, degenerative neurological condition which he had been diagnosed with at the time of these transactions.

Mrs W has been granted Lasting Power of Attorney for Mr S's property and financial affairs. She says she only became aware of what was happening to Mr S in November 2023 when she saw a message from C, asking for money, on Mr S's phone. On 13 February 2024 she complained to YBS about what had happened. She said that YBS should have picked up on what was happening and taken steps to protect Mr S.

YBS didn't uphold Mr S's complaint so Mrs W brought it to the Financial Ombudsman Service. Our Investigator looked into what had happened but he didn't think YBS would have reasonably seen anything to be concerned about in the value and the frequency of the transactions, such that it ought to have intervened to prevent them.

Mrs W didn't agree, so Mr S's complaint was passed to me for review and a decision. YBS then told me it thought Mr S's complaint had been brought too late for me to consider its merits under our rules, but then accepted my decision when I explained why I thought it had been brought in time. So, I'm now making my decision on the merits of Mr S's complaint.

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'm really sorry to disappoint Mr S but I'm not upholding his complaint, for much the same reasons as the Investigator has explained.

There's no dispute here that Mr S authorised the cash withdrawals himself. And in general terms YBS is expected to process payments and withdrawals that a customer authorises. But YBS will have systems in place to monitor accounts for unusual and out of character activity and, where appropriate, it can choose to intervene before a payment is made to protect its customer from financial harm. But I've kept in mind that YBS processes high volumes of transactions each day, and that there is a balance to be found between allowing customers to be able to use their account and intervening in transactions which may appear to be out of character.

Mrs W has made serious allegations that Mr S has been manipulated to deceive him of his money. From what Mrs W has told us about his health, unfortunately Mr S isn't in a position to give his own view of what happened directly. I can see that Mr S was apparently satisfied to make these payments to C based on what he thought was a genuine friendship between them and it seems, on the basis that C would repay the money to him at some point. There's no indication that C has threatened Mr S or otherwise coerced him to make the payments. But the circumstances that have been described by Mrs W and the evidence of the conversations between Mr S and C do suggest that C cultivated a relationship with Mr S the intention of exploiting him for financial gain – sometimes referred to as "*mate crime*."

So, I've thought about whether YBS ought to have done more to protect Mr S from the financial harm he's experienced through what happened here. Although I've not seen evidence to demonstrate that the cash withdrawals in dispute were given to C (as the messages supplied don't cover the time-period of the cash withdrawals) I am proceeding on the basis that they were, as this doesn't make a difference to the outcome of Mr S's complaint.

There are around 29 cash withdrawals in dispute here and they were made over, broadly, a two-year period. The highest withdrawal was for £510, and the lowest was for £50. Based on the value and frequency of the disputed cash withdrawals I don't consider that YBS would have had any grounds to have been concerned about them, such that it ought to have suspected financial harm to Mr S and intervened. In the scheme of the value of transactions that YBS processes daily, the values of the individual withdrawals weren't significant here, and they didn't increase rapidly in value and frequency which can sometimes indicate that there's a risk of financial harm. And I don't think there were any other indicators from the account activity that ought to have caused YBS to have been concerned that Mr S was at risk of financial harm. For example, the balance of the account didn't deplete significantly or rapidly as a result of the disputed withdrawals and remained quite significant until the account was closed in 2017.

I do appreciate that Mr S had been diagnosed with a health condition and had been recently widowed around the time the withdrawals began. But I've not seen anything to make me think YBS were aware or should have been aware of Mr S's health condition at the time of the withdrawals. It would have been aware of his bereavement, but I don't think this ought to have led YBS to think that he was particularly at risk of fraud or economic abuse, such that it ought to have carried out any additional monitoring of his account or otherwise handled his payment instructions differently. Although YBS's staff members should have been mindful of potential indicators of vulnerabilities when interacting with its customers, I don't think there's anything to suggest here that it missed an opportunity to identify what was happening through any direct contact with Mr S.

Mr S's account records do show some undefined warnings on his account, but YBS has explained that due to the passage of time it has no record of what these relate to. However,

it's also explained that these could have a number of different meanings, including internal system notes, and I've not seen anything to show that these warnings were related to Mr S's vulnerabilities, or to YBS having any concerns about fraudulent activity on Mr S's account.

Once again, I'm so sorry to disappoint Mr S. Having read the messages between him and C I can see how he's been exploited by C and I've no doubt that this experience has caused him much distress. But I can't conclude that YBS could reasonably have uncovered what was happening here and taken steps to protect Mr S or to prevent him from making payments to C. So, I'm unable to fairly say that it should refund the disputed payments to Mr S.

My final decision

My final decision is that I'm not upholding Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 October 2025.

Helen Sutcliffe
Ombudsman