

The complaint

The estate of Mr B complains that Barclays Bank UK PLC (“Barclays”) didn’t prevent money being misappropriated from the late Mr B’s Barclays account.

The complaint is brought by who I’ll call Mr B2 on behalf of the estate of Mr B. Mr B2 is the late Mr B’s son and also the executor of his estate.

What happened

The background to this complaint is well known to both parties, so I won’t repeat everything here. In brief summary, Mr B2 has explained that in June 2024 he realised that his ex-partner, Miss O, had been misappropriating money from Mr B’s Barclays account. The disputed payments are numerous, go back as far as at least 2022, and collectively total over £66,000.

Mr B2 reported this to Barclays in June 2024 on Mr B’s behalf. Ultimately, Barclays didn’t reimburse the disputed payments. Mr B then sadly passed away in November 2024. Mr B2 then referred the complaint about Barclays to us on behalf of the estate of Mr B. One of our Investigators here looked into things and ultimately didn’t uphold the complaint – he concluded that Barclays hadn’t done anything wrong. Mr B2, on behalf of the estate of Mr B, didn’t accept this outcome. The case has therefore been passed to me for a final decision.

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.

Having done so, I’ve reached the same outcome as our Investigator and for materially the same reasons. I’ll explain why.

I’m very aware that I’ve summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I’ve focused on what I think is the heart of the matter. If there’s something I’ve not mentioned, it isn’t because I’ve ignored it – I haven’t. I’m satisfied I don’t need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this, reflecting the informal nature of our service as a free alternative to the courts.

A consumer should only be responsible for transactions made from their account that they’ve authorised. The estate of Mr B says Mr B didn’t give permission for the transactions in dispute to be made but Barclays hasn’t accepted this. So I have considered the evidence to decide whether or not I think Mr B likely authorised these transactions.

There are two parts to authorisation: authentication and consent. In terms of authentication, I’ve seen information that the disputed payments were made by using Mr B’s security details and also payments were made from his registered device. However, this isn’t enough, on its own, to say the payments were authorised. To decide that Mr B likely authorised the payments, I also need to be persuaded that he most likely consented to them. But in this

case I think it's most likely that Mr B did consent to the disputed transactions. I say this for the following reasons.

I understand Miss O would have needed Mr B's debit card and PIN in order to set up the banking app on the smart device. Mr B2 has previously suggested this happened because Mr B kept his card and PIN in his wallet, so Miss O could have accessed these details that way (without his knowledge or consent). However, I understand that Mr B2 subsequently told Barclays this wasn't what happened. The fact Mr B2 hasn't been consistent about this doesn't make me think Mr B2 isn't being truthful or honest about what he thinks genuinely likely happened overall here. However, the fact Mr B2 appears to genuinely believe Miss O misappropriated these funds out of Mr B's account without his knowledge or consent doesn't necessarily mean that is what happened. Considering how plausible it is that Miss O could have obtained Mr B's card and the necessary security details and have made all the disputed payments without Mr B's consent is therefore a valid and relevant consideration in this case. If Miss O didn't obtain the card and PIN details from Mr B's wallet without his consent, and it seems she most likely didn't, this begs the question of how she could have obtained these details without Mr B's consent.

Bearing in mind what I've seen, it seems more likely here that Miss O obtained these details from Mr B with his consent, either to help him set up the banking app, or to help him set up the banking app and to help him make payments from time to time. This doesn't automatically mean, of course, that Mr B consented to all the disputed payments that then followed. However, I think that he most likely did.

This is because it is hard to see how Miss O would have been able to obtain access to Mr B's open phone each time to make the payments without his knowledge and consent. I find it unlikely that she would have been able to make the number of payments that she did without Mr B's knowledge of at least some of them.

Mr B has said himself that he noticed Miss O seemed to suddenly have access to more money than he would have expected, including the ability to buy their children luxury items they otherwise wouldn't have been able to afford. This doesn't automatically mean Mr B must have consented to all the payments. But having seen Miss O's bank statements, the exact details of which I cannot disclose due to data protection, I am satisfied that the vast majority of the disputed transactions were very likely spent on what I would describe as everyday items. I think this makes it more likely Mr B would have consented to them, if he knew they were going towards Mr B2's and Miss O's children (his grandchildren) and other everyday things that supported Miss O and Mr B2 and their children at the time.

There are some other instances where the disputed payments weren't so clearly spent on items and things like this. And I've thought about these instances carefully. However, I understand from what Mr B2 has said that there was at least one instance where Mr B intended to transfer a substantial amount of funds to either Mr B2 or Miss O, and that the banking app may have been set up to facilitate this. So this isn't a case where there's no evidence of Mr B having had a wish to provide financial assistance of this nature. Instead it suggests that he was open to providing such funds. This makes me think it's most likely that such disputed transactions were mostly likely consented to at the time.

I've also seen information from Barclays that persuades me Mr B would have continued to receive paper bank statements during the period of the disputed transactions. If Mr B truly hadn't consented to the transactions, given their amount and collective total, I would expect to have seen him question them earlier.

Instead it appears that Mr B only began to question them in June 2024 when his son, Mr B2, became aware of them, and the number and collective amount of them. Given Mr B's mental

state at that time and during the period of the disputed transactions I can't fairly say this means he wouldn't have consented to them being made at the actual time of the payments, even if he wasn't keeping up with their exact frequency, and individual and collective amount.

Mr B2 recalls something about Miss O having previously attempting to set up a power of attorney in 2023. Mr B2 has said he wasn't aware of this at the time and that he didn't sign it. But I'm not persuaded this means Mr B didn't know about or consent to the disputed payments.

None of us can know for certain now exactly what Mr B said to Miss O about the payments. But in any event, Mr B could also be bound by the acts of Miss O that *appeared* to have been made with Mr B's authority. This is called *apparent authority*, such that if Mr B permitted Miss O to *appear* as if she had his authority to make transactions (which I think he likely did), those transactions could be deemed as authorised (and consented to), even where Mr B didn't know about or ask Miss O to make the disputed transactions at the time. So even if I accepted that Miss O went outside what Mr B would have approved of at the time (and for clarity I am not saying that I do think that here), I would think at the very least the disputed transactions were made in circumstances where Mr B permitted Miss O to appear as if she had Mr B's authority to make the transactions, such that *apparent authority* was given. Given what I've said about this, this means I can't fairly say Barclays ought reasonably to be required to refund the transactions as unauthorised.

In deciding this I've thought carefully about everything Mr B2 has said, including about Mr B's mental state, that he was diagnosed with dementia in March 2024, and his living conditions at the time. But this still doesn't change the fact that the evidence overall doesn't make me think here that it's most likely Mr B didn't consent to Miss O making these transactions at the time.

Barclays would generally be expected to process transactions a customer authorises it to make. And the customer is presumed liable in the first instance, in circumstances where the transactions were authorised. That said, as a matter of good industry practice Barclays should have taken proactive steps to identify and help prevention transactions – particularly sufficiently unusual and uncharacteristic transactions – that could involve fraud or be the result of a scam. However, there are many transactions made by customers each day and it's not realistic or reasonable to expect Barclays to stop and check every transaction. There's a balance to be struck between identifying transactions that could potentially be fraudulent, and minimising disruption to legitimate transactions (allowing customers ready access to their funds).

Bearing this in mind, I've considered whether I think Barclays acted fairly and reasonably in its dealings with Mr B in processing the transactions as it did. Here I'm not persuaded that many of the transactions ought to have attracted Barclays's attention. At the same time, there are some transactions that I think should have. So I don't think it's unfair to say that there were at least some transactions where I think, to protect Mr B from potential financial harm, it ought to have intervened and spoken to Mr B to check everything was in order. If that had happened, I can't be certain about what would have happened. But because I think Mr B most likely consented to the transactions (for the reasons I've already explained) I think ultimately Barclays would have felt assured (and reasonably so) that everything was in order and that Mr B was happy to make the payments and that he wasn't being defrauded or scammed.

Overall therefore, for the reasons I've explained, I think it's most likely, despite what I think is Mr B2's honest belief otherwise, that Mr B most likely did authorise these transactions, however unlikely Mr B2 thinks that now is. I doubt he would have intended to consent to

Miss O spending the funds exactly as she did, or also to the collective amount they amounted to overall. But that's not the same thing as him not consenting to the payments individually as they were made at the time. And I therefore can't fairly tell Barclays to refund the disputed transactions now as unauthorised. Also, as I've said, whilst I think there were at least some points where I think Barclays ought to have intervened and asked Mr B about some of the transactions, I don't think this likely would have made any difference – I think it's most likely Mr B would have confirmed he wished to make the payments and that everything was in order. This means that in this case I can't fairly say that Barclays has done anything wrong in not refunding these payments.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr B to accept or reject my decision before 8 April 2026.

Neil Bridge
Ombudsman