

## The complaint

Mr M complains that Barclays Bank UK Plc didn't do enough to protect him against losing money.

Mr M has used a representative (Mr M2) to bring his complaint. But for ease of reading, I'll mostly refer to Mr M himself where I also mean his representative.

## What happened

The detailed background to this complaint is well known to both parties. So, I'll only provide an overview of some of the key events here. At the time relevant to this complaint Mr M was around 74 years old. In May 2024 a lasting power of attorney (LPA) was registered with the Office of the Public Guardian for property and financial affairs. This recorded Mr M as the donor with his brother (Mr M2) as one of the appointed attorneys who was able to act jointly or severally. The notes from Barclays show that the LPA was registered with them in July 2024.

In September 2024 Mr M underwent certain medical tests, following these he was diagnosed with dementia in November 2024. Mr M also says he lives alone. In early October 2024, Mr M phoned Mr M2 and said he was concerned he'd seen his statement from Barclays and a significant amount had left the account. Mr M2 says he had access to Mr M's online banking under the LPA. He identified that between 30 August and 2 October 2024, nine cheques had debited Mr M's account (although three of these were returned unpaid). The cheques that did debit (and are disputed) are listed below.

<b>Cheque Number</b>	<b>Date (of debit from account)</b>	<b>Amount</b>
104589	30 August 2024	£5,000
104623	3 September 2024	£4,000
104624	10 September 2024	£5,000
104625	11 September 2024	£5,000
104628	17 September 2024	£5,000
104629	23 September 2024	£5,000

Mr M said he couldn't remember much about when and how he came to sign the cheques. But he did say that he remembered a man came to his house and that he felt threatened and intimidated and that he signed at least one cheque for £5,000 so the man would leave. Mr M reported what had happened to Barclays and the police / action fraud. Barclays declined to reimburse the loss. Mr M complained and when Barclays maintained their position, the matter was referred to our service. One of our Investigators didn't recommend that the complaint should be upheld, in summary she didn't think Barclays had acted unfairly.

Mr M disagreed and asked for an Ombudsman to review his complaint. In December 2025 I issued a provisional decision in which I said:

*"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'm intending to reach a different outcome to that of our Investigator. So, I'm issuing this provisional decision to give both sides a further opportunity to comment before my decision is finalised.*

*I acknowledge that due to Mr M's dementia, it's now impossible for him to clearly set out the exact circumstances around the cheques that are in dispute. So, where evidence is no longer available or can't be ascertained, I need to make my findings on the balance of probability. That being what I think is more likely than not to have happened.*

*Barclays should monitor the accounts they provide for a variety of reasons which includes being alert to the risk of financial harm to their customers. This can be through fraud, scams or the misappropriation of funds. This is especially the case for older customers who (as a group) are generally more vulnerable to certain types of financial abuse. And where Barclays should intervene, I think it's fair that there is a level of proportionality as to what can fairly be expected. Barclays clearly can't be involved in every transaction.*

*So, my first consideration must be whether the cheques in dispute represent the misappropriation of Mr M's money, such that this is something Barclays potentially had an obligation to try to defend against. On balance, I think it's more likely than not that Mr M has been a victim here. The medical evidence from around the time includes that Mr M was found to be unsafe to drive and that a social worker was being contacted to arrange support for daily activities such as shopping and cooking. So I think it's most likely that Mr M was vulnerable at the time and that he would've been easily misled. There has also been a further piece of evidence provided by Mr M2 in the form of some handwritten notes on the back of an envelope written by Mr M that he found in his address. This includes the name of the payee for cheque 104589 for £5,000 which debited his account on 30 August 2024. It also says "If Barclays call say I am having a grand new roof." Mr M2 says that there was no evidence of work having been done to any roof at Mr M's property. I find this to be persuasive evidence that some third-party foresaw that Barclays might ask questions and attempted to coach Mr M as to what to say. Taking all of the above together, I think that it's more likely than not that Mr M was either tricked or dishonestly coerced into signing the cheques he did.*

*But just because I intend to find that the cheques do represent misappropriation, this doesn't automatically entitle Mr M to redress from Barclays. As I've mentioned above, Barclays should do what they reasonably can to try to protect their customers from such risks, but there needs to be a degree of proportionality as to what can fairly be expected. I've reviewed Mr M statements for this account from July 2023 onwards to establish how the account was typically used. It wasn't particularly unusual for Mr M to occasionally make payments by cheque. There also wasn't much spending of any significant value prior to the disputed cheques.*

*So the activity set out in the table above, does represent a change compared to how the account had operated previously. I also must balance against this, that it will be reasonably common for customers to have greater expenditure from time to time, compared to their regular monthly activity and for those in Mr M's age range to fund this using cheques. But when the £5,000 cheque debited Mr M's account on 11 September 2024, I think Barclays ought to have done more than they did. By this point, £19,000 of cheques had debited or been presented against the account in under two weeks. Something that didn't commonly happen on the account. Barclays also would've known that Mr M was elderly and that in the prior months a LPA had been registered on his account. I appreciate Mr M might argue that an intervention ought to have happened sooner, but it's not until this point that I think there was enough going on that was potentially indicative of an issue such*

*that it was unreasonable for Barclays not to have intervened. At that time, I think Barclays (in line with their various obligations to act in their customer's best interests) ought to have spoken to Mr M to confirm that he wasn't at risk of financial harm. The notes from when Barclays spoke with Mr M when the issue was reported (a couple of weeks later in October 2024), show that he came across as confused, Barclays correctly identified his vulnerabilities and decided they needed to instead speak to one of his attorneys under the LPA. This, combined with the medical evidence from the same time, means I think Mr M would've come across in a similar way had a conversation taken place in mid-September.*

*And had Barclays then spoken with Mr M2 (as the attorney), I think this would've in effect have just accelerated the timeline of what went on to happen. Specifically, that it would've come to light that Mr M had been threatened, coerced or otherwise tricked into writing cheques. I think the influence of Mr M2 and Barclays would've meant that the further loss that arises from the cheques that debited on 17 and 23 September would've been prevented.*

*So, I'm intending to require Barclays to pay Mr M £10,000 to reflect what I think was a preventable loss (had they done all I think they fairly and reasonably should've done). The evidence from Mr M's account statements also shows that he held a significant balance in his Barclays account. So in the circumstances of this complaint, I'm not persuaded Mr M would've done anything differently with the £10,000 in question had it remained in his account. In light of that, I'm also intending to direct Barclays to pay Mr M the interest that £10,000 would've earned (if any) had it remained in his account. This should be calculated between the date each £5,000 payment debited the account and the date of settlement.*

*For completeness, I've also thought about whether Barclays could've stopped the £5,000 cheque on 11 September 2024. But given Barclays need to return a decision as to whether to pay a cheque within a tight timeframe (by midnight the next weekday) and there are limited circumstances in which they can decline to pay – I don't think they would've been in a position to do so in a timeframe that would've helped Mr M. I think it would've taken more time than that to ascertain (via his attorney) what had happened. And in relation to the cheques that had already cleared by that point, given I don't know how the recipient banks might have responded, and that we know that dishonest parties very commonly promptly move funds on, I don't think it's more likely than not that funds would've been recoverable. As such, this isn't a basis upon which I could require more from Barclays.*

*I appreciate Mr M has raised several further points, which include Barclays actions in relation to cheques that were returned as unpaid. But as all of this took place after the point at which I think Barclays ought to have intervened, it doesn't impact the outcome of this complaint.*

*My provisional decision*

*For the reasons outlined above, but subject to any further information I receive from either Barclays or Mr M, I intend to uphold this complaint in part.*

*I intend to direct Barclays Bank UK Plc to pay Mr M £10,000. Account interest should also be added and paid in line with what I've set out above."*

Barclays said that they didn't entirely agree with my provisional decision. But, to bring matters to a close, they agreed they would accept and pay what I'd suggested. Mr M didn't agree, he thinks he should receive a full refund and he made some further comments which I'll address below.

## **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.

Mr M has made some detailed submissions in response to my provisional decision. I've read and considered all he's sent in, but I don't intend to respond in similar detail. So if I don't mention a particular point or piece of evidence, it isn't because I haven't seen or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is just a reflection of the informal nature of our service.

Mr M says that Barclays seem to be unsure of the amount of money involved as difference sums have been given in different documents. He also thinks they misunderstood the complaint and unduly focussed on the signing of the cheques as well as being unclear as to whether they were treating this as a scam or not. He also believes they failed to take account of his vulnerability, especially given his age and the LPA being put in place. Mr M also highlighted a letter from Barclays in November 2024 which he doesn't feel was professional and has asked questions about the Banking Protocol.

I've considered all these points but none of them change my mind as to the outcome of this complaint. I know Mr M2 also feels that not all the questions he has have been answered to his satisfaction. Respectfully, my role isn't to answer questions in the level of detail that Mr M2 might like, rather it is to reach an outcome on Mr M's complaint – our service is intended as a quick and informal dispute resolution service. Accordingly, my decision primarily focuses on the reasons for the outcome I've reached.

The crux of Mr M's disagreement with my provisional decision is that he still believes he should be fully reimbursed. He specifically thinks that the bank failed to notice a pattern of six cheques being cashed in just over three weeks, all of which included 'round figure' amounts and were made to different people. He believes Mr M's prior account activity (and vulnerability) means these were sufficiently unusual that Barclays failed in their due diligence, duty of care and were negligent in allowing the cheques to be cashed.

There isn't a great deal I can add to this beyond what I've already said in my provisional decision. I accept that Barclays ought to have intervened (for the reasons I've set out above). It isn't as simple as just saying that any payment that is greater than those that are commonly made week to week needs intervention from a bank (even where a customer is older and or vulnerable). It isn't unusual for there to be periodic increased spending for occasional or one-off expenses for a variety of reasons including home improvements, investments or gifts etc. I just don't agree, taking account of all the circumstances of this complaint, that it's reasonable to expect Barclays to have intervened prior to the point I set out. The effective operation of the banking system means that a bank can't be involved in every transaction, and I maintain that there needs to be a level of proportionality as to what can fairly be expected to balance the competing demands of facilitating account use and payments against efforts to prevent financial harm.

As an aside, for Mr M2's reference, the banking protocol is a joint initiative between the police and banks which set out circumstances in which it might be appropriate to call the police to a branch where there are concerns about payments being instructed. As I think intervention from Barclays over the phone (as set out above) would've been effective, it isn't something I think Barclays needed to invoke in this case.

Mr M has also suggested that a call didn't take place between Mr M and Barclays. He says it was him who called Barclays on 6 October 2024 to alert them to the loss of £29,000. I've seen notes from Barclays' system which record a call between Mr M and them on 1 October 2024 which states that "*Customer very confused and calling about his cheques being returned. Several cheques have already debited which customer appears not to know anything about although he still has the cheque book.*" So I do think it's more likely than not that this is an accurate record of a call that took place. But in any case, it isn't material to the outcome of the complaint. The intervention I'd have expected of Barclays' would've been to contact Mr M himself. Whilst the LPA was registered at that time, it didn't indicate that Mr M was incapable of managing his own affairs and so I wouldn't have expected Barclays to have automatically contacted one of his attorneys in the first instance. I then think that things most likely would've played out in line with what I've set out which would've been the prevention of the loss from the final two cheques but not the returning of cheque 104625 (which was dated 10 September 2024 with the decision date for payment or otherwise being recorded on the following day).

Mr M has also put a lot of weight on the fact that the automated system that Barclays uses to process cheques returned further cheques as 'unpaid'. He questions why these cheques (to which he believes there is no discernible difference compared to those that did go through) were stopped when the others weren't. He believes this is further evidence of negligence. I've considered this but I don't agree.

Whatever the reason for the later cheques being unpaid, this doesn't impact my thoughts on those that took place earlier. For the same reasons as those I've set out above, I don't think it's reasonable to have expected Barclays to have intervened earlier than the point I've set out. And if the cheques being returned was them doing so (albeit 'late') it still prevented further potential loss to Mr M and doesn't change my mind as to the appropriate intervention point.

Mr M has also questioned my reference to the balance of the account at the material time. This was highlighted as Mr M was content to hold a significant balance on the account and was relevant to my considerations as to what (if any) interest should be added to my award. Given the remainder of Mr M's funds stayed in that account, I'm not persuaded that, but for the £10,000 I'm directing Barclays to pay remaining there, Mr M would've done anything other than leave it in that account. So, I still feel that account interest (if it paid any) is the appropriate interest award here.

Mr M2 has also highlighted the impact this complaint has had on him and the inconvenience and stress he's been caused. I do sympathise with Mr M2 and can quite imagine that his brother's deteriorating condition is incredibly upsetting. But here, the complainant is Mr M and Mr M2 is his representative. Any award I make can only be to the complainant, Mr M. And so I can't make an award to Mr M2 as he would like. And particularly given what Mr M2 has described about Mr M's condition and situation, I'm not persuaded he has been caused material distress or inconvenience by Barclays such that a compensatory award is appropriate here.

I can quite understand why Mr M2 wants to do all he can to promote Mr M's best interests and to seek a full refund. But having carefully considered this complaint, I'm not persuaded to direct Barclays to do more than I set out in my provisional decision. I'd like to remind Mr M that he is under no obligation to accept my decision, in which case it won't be legally binding on either party and he would be free to continue his dispute through other avenues, such as the courts. If this is something Mr M is considering, I'd recommend that he seeks independent legal advice before incurring costs.

## **My final decision**

For the reasons outlined above, my final decision is that I uphold this complaint in part.

Barclays Bank UK Plc must pay Mr M £10,000. Account interest (if any) should also be added and paid in line with what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 February 2026.

Richard Annandale  
**Ombudsman**