

Ombudsman determination

CIFO Reference Number: 17-000407

Complainant: [The complainant]

Respondent: [Bank X]

It is the policy of the Channel Islands Financial Ombudsman (CIFO) not to name or identify complainants in any published documents. Any copy of this determination made available in any way to any person other than the complainant or the respondent must not include the identity of the complainant or any information that might reveal their identity.

[The complainant], the complainant, stated on his complaint form that [Bank X] had changed the billing address of his account without informing him. He further complained that he had not been able to view his online credit card transactions. On 11 January 2018, CIFO received written communication from [the complainant] to advise that he had closed his account with [Bank X] Expat and transferred the funds to another bank.

[The complainant] stated on his complaint form to CIFO that there had been no financial loss to him but complained that he had found [Bank X's] complaints procedure frustrating to deal with.

On his complaint form, as a fair and reasonable resolution to his complaint, [the complainant] specifically asked:

- To have the errors corrected and ensure that the [Bank X] website works seamlessly;
- To be able to monitor and print his credit card statement;
- To return to his original billing and correspondence address; and,
- Ideally, to have his account returned to his original [jurisdiction 2] bank.

I note that [the complainant], in his complaint to [Bank X], stated that his complaint was in 'two parts', which can be summarised as follows:

- That his address had been changed without informing him; and,
- That [Bank X] failed to communicate effectively with him when he was attempting to resolve the issue of his address change.

In response to his complaint, [Bank X] accepted that an error was made in the way [the complainant's] address had been updated on its systems and apologised in writing for any distress and inconvenience caused.

¹ Financial Services Ombudsman (Jersey) Law 2014 Article 16(11) and Financial Services Ombudsman (Bailiwick of Guernsey) Law 2014 Section 16(10)

[Bank X] explained to [the complainant] that, as his credit card was issued by [Bank X] in the UK, there was no platform available on the [Bank X] Expat account website to enable him to view his statements online. However, [Bank X] provided [the complainant] with the details of how he could gain access online to those statements.

The case handler upheld [the complainant's] complaint but considered the remediation of his address on [Bank X's] systems, an apology and the provision of assistance in accessing his online statements to be sufficient in the circumstances.

In a letter dated 14 March 2018, [the complainant] wrote that he did not accept the case handler's reasoning for the initial view. He described a four-part complaint and claimed that many aspects of his complaint had been ignored.

In particular [the complainant] complained that:

- a. On two occasions in October 2014 and February 2017, [an employee of Bank X] had 'ducked my phone calls when he was clearly in the office' and,
- b. despite being sent an internal email, did not return his calls;
- c. that [Bank X] did not acknowledge his letter;
- d. that the [Bank X's] website was defective and infers that CIFO should have tested it. In particular he claimed that the messaging facility does not work;
- e. that he was not able to access his credit card statement and that the suggestion on how he might do so did not work;
- f. that [Bank X] had suggested the only way he could access his account was to open an account in the UK but later confirmed that it would have been impossible for him to access it;
- g. that CIFO failed to address the issue of the bounced cheque in 2014 that had been explained away with what he considered to be a lie.

I note that [the complainant] has since ended his banking relationship with [Bank X]. In light of this I am in agreement with the case handler's view that the specific resolutions [the complainant] considered would be fair and reasonable are now unobtainable; namely,

- To have the errors corrected and ensure that the [Bank X] website works seamlessly;
- To be able to monitor and print his credit card statement;
- To return to his original billing and correspondence address; and,
- Ideally, to have his account returned to his original [jurisdiction 2] bank,

Background

On 13 December 2013, [Bank X] wrote to [the complainant] to advise him that the bank would be unable to provide him with banking facilities through a [jurisdiction 2] account as he was not resident in [jurisdiction 2]. The bank also advised [the complainant] that his account would be closed within 60 days if [Bank X] did not hear from him.

I note that [Bank X] suggested other accounts to [the complainant] that were suitable for expatriates and offered to transfer the balance of his account to a [specific] account, if he had one, and if not, offered to discuss with him the opening of a [specific] account.

I agree with the case handler's view that CIFO is unable to interfere with the commercial decision of [Bank X] to notify [the complainant] that, as he was not a [jurisdiction 2] resident, the bank could no longer offer him a [jurisdiction 2] account, and to warn him that it would close the account if they did not hear from him within 60 days. I also agree that the notice period provided and offer of future assistance in opening a more appropriate account was fair and reasonable in the circumstances.

In March 2014 [the complainant] wrote a letter to [Bank X]. In that letter he complained about the grammar used in [Bank X's] letter to him dated 13 December 2013. [The complainant] also complained about the [Bank X] Expat fees and the attitude of the staff in the [UK].

With respect to the complaint against the staff in the [UK] branch, I agree with the case handler's assessment that, as this was not an act or omission of a financial services provider in or from the Channel Islands, CIFO cannot therefore consider a complaint against the staff of the [UK] branch. If [the complainant] wishes to make such a complaint relating to the actions of the staff of the [UK] branch, this would need to be referred to the UK Financial Ombudsman Service who can be contacted at the following address.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Regarding [the complainant's] complaint concerning the tone and grammar of the letter dated 13 December 2013, [Bank X], in [their] written response of 11 March 2014, agreed that the letter was poorly written. [Bank X] apologised to [the complainant] and told him that feedback would be given to those responsible for drafting the letter.

In my view the error in the letter was a minor typographical one and [Bank X's] response to it was an entirely appropriate and proportionate response in the circumstances.

While [Bank X] did not deal with the complaint regarding the Expat account fees and charges in [it's] response to [the complainant], I note that [Bank X], in [their] final response letter dated 16 June 2017, explained to [the complainant] that the fees and charges were transparent in the Terms and Conditions supplied with the account and that he would have had sufficient knowledge of the fees and charges prior to proceeding to open the account. I am satisfied that, on the balance of probabilities, the fees were clearly disclosed.

Turning to the changing of the billing address, I note that [Bank X] accepted that an error was made in the way [the complainant's] address was updated on its systems and consequently apologised to him for any distress and inconvenience caused. I consider this response appropriate in the circumstances.

Finally, [the complainant] complained about his inability to view his online credit card transactions.

[Bank X] explained to [the complainant] that the credit card was issued by [Bank X] in the UK and not [Bank X] Expat. There was therefore no facility on the Expat account website to view [Bank X UK] credit card statements. I note that [Bank X] provided [the complainant] with details of how he could access those online statements, although he states that none of those methods worked for him.

Given [the complainant's] decision to change banking service provider, his stated resolution of being able to monitor and print his credit card statement is now not possible.

Final decision

My final decision is that, on the basis of the information provided, I am in agreement with the previous view of the case handler; namely that the complaint should be upheld to the extent that minor administrative errors were made. However, I also find that the bank's response was appropriate and proportionate in the circumstances and that [Bank X] has not acted unreasonably in the way it dealt with [the complainant]. [The complainant] acknowledged that he had not experienced any financial loss.

I do not consider that compensation should be paid and consider that the remedies sought by [the complainant] are not now available to him as a result of his subsequent decision to conclude his banking relationship with [Bank X].

[The complainant] must confirm whether he accepts this determination either by email to ombudsman@ci-fo.org, or letter to Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG, by **4 August 2018**. The determination will become binding on [the complainant] and [Bank X] if it is accepted by this date. If we do not receive an email or letter by the deadline, the determination is not binding. At this point [the complainant] would be free to pursue his legal rights through other means.

If there are any particular circumstances which prevent [the complainant] from confirming his acceptance before the deadline of 4 August 2018, he should contact me with details. I may be able to take these into account, after inviting views from [Bank X], and in these circumstances the determination may become binding after the deadline. I will advise both parties of the status of the determination once the deadline has passed.

Please note there is no appeal against a binding determination, and neither party may begin or continue legal proceedings in respect of the subject matter of a binding determination.

Douglas Melville
Principal Ombudsman and Chief Executive

Date: 6th July 2018