<u>Ombudsman Decision</u>
<u>CIFO Reference Number: 25-000117</u>
<u>Complainant: Mr M</u>
<u>Respondent: HSBC Bank Plc, Jersey</u>

Complaint

The Complainant, who I shall refer to as Mr M complains that HSBC Bank Plc, Jersey Branch ('HSBC') unnecessarily closed his account. He would like the account to remain open.

Background and Initial Conclusions

Mr M complains that on 27 February 2025 HSBC Bank Plc, Jersey branch asked him to close his account. It gave him 60 days' notice of the closure so that he could make alternative banking arrangements.

The notice provided was more than set out in the account terms and conditions which set out that the bank could end the banking agreement for any reason by giving 30 days' written notice. The terms go on to say *'We do not have to tell you why we are ending* [the agreement]*.'*

In Mr M's case the bank made a mistake saying that it could no longer offer him an account because he was resident in Cambodia. On explaining that he was, in fact, resident in Uganda, the bank said that the decision to close the account remained the same and it could not offer an account to Ugandan residents.

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

Our adjudicator did not recommend that the complaint be upheld. She was satisfied that the bank had closed Mr M's account in line with the account terms and conditions and provided him with sufficient time to allow him to make alternative arrangements for his money.

Subsequent Submissions

Mr M asked for the adjudicator's conclusions to be reviewed. He is concerned that the bank has not engaged with his personal situation. He has moved country for family job reasons.

Mr M believes that the bank has relied on an automated review process and outdated information as well as making an initial mistake saying he was resident in Cambodia. He is now resident in the EU.

My Findings

I have considered all the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint.

I acknowledge the inconvenience the account closure caused Mr M. However, in considering this complaint, I am mindful that banks need to meet legal and regulatory obligations that require them to protect their business from risk and that may include the decision not to offer banking services to residents in some jurisdictions.

That is what happened here with notice being provided in excess of that set out in the account terms and conditions. And the fact that the bank may include an element of automation in its assessment processes is not of itself wrong or a reason for me to uphold Mr M's complaint.

I note that there is still a very small unclaimed balance sitting with the bank which Mr M can arrange to be paid. He can also ask the bank to reconsider his new circumstances to see if it would be prepared to open a new account for him. In saying that I am mindful that banks can choose whether to offer a service and so there is no guarantee that an account would be available.

Overall, I am satisfied that the decision to close Mr M's account was done in accordance with the terms and conditions with the bank properly following the procedures it has in place to comply with legal and regulatory obligations.

Final Decision

My final decision is that I do not uphold Mr M’s complaint and do not require to HSBC take any further action in this matter.

Clare Mortimer
Ombudsman

Date: 23 January 2026