

## **The complaint**

Mr G complains that Citibank UK Limited closed his account unfairly and hindered his ability to withdraw his funds.

## **What happened**

On 30 June 2022, Citibank notified Mr G that they had made the decision to close his accounts with them, as they did not feel they were best placed to serve his banking and investment needs. As per their terms and conditions, they provided him with access to his accounts until 13 September 2022, which gave Mr G over two months to find alternative banking arrangements.

Mr G was unhappy with this decision and felt it had been made due to his nationality, so felt he was being discriminated against by Citibank. And he did not think the deadline he was given of over two months was enough. In addition to the account closures, he mentioned other issues he'd had since the decision was made to close his accounts. These included Citibank refusing to issue a letter to his new bank, payments out of the account being rejected, charges being applied for transfers amongst other things.

Citibank issued a final response letter in which it explained that they had closed the account in line with the terms and conditions and did not agree they had made an error in relation to that. They also explained that they felt Mr G's relationship manager had dealt with his requests appropriately. Mr G did not agree with this and referred his complaint to our service.

Our adjudicator looked into the complaint and felt Citibank had closed Mr G's accounts fairly and in line with the terms and conditions. They also felt that while there had been technical issues with some payments being sent and statements being produced, these issues were dealt with by Citibank quickly and within a reasonable timeframe. And though other payments were blocked due to fraud checks, they were soon released once Mr G authorised them. In relation to the letter Mr G requested for his new banking provider, they could see that Citibank produced this just two days after Mr G requested it. So, while there were issues, they did not think these had a detrimental impact on Mr G.

Mr G disagreed with the outcome and provided significant amounts of communication between himself and Citibank to show what had happened since June 2022. As an informal agreement could not be reached, the complaint has 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 agree with the adjudicator for largely the same reasons. I'll explain why in more detail.

Mr G has provided detailed submissions to our service in relation to this complaint. In

keeping with our role as an informal dispute resolution service and as our rules allow, I will focus here on the points I find to be material to the outcome of Mr G's complaint. This is not meant to be a discourtesy to Mr G, and I want to assure him that I have considered everything he has submitted carefully.

Mr G is unhappy that Citibank have not provided a reason as to why they closed his accounts and feels he has been discriminated against due to his nationality. I want to clarify that this service is unable to make findings on whether or not something constitutes discrimination as per the Equality Act 2010, this is for a court to decide. However, I can consider whether or not the business has acted in a fair and reasonable manner, and in order to do that I will take a number of things, including the Equality Act 2010, into consideration.

I've firstly reviewed the terms and conditions of the account and these state in 25.1(b): *'We can close your Account at any time by giving you not less than two months' personal notice'*. Looking at this, I'm satisfied that Citibank's decision to close the accounts after providing over two months' notice was made in line with the relevant terms and conditions.

Mr G is unhappy that Citibank have not set out their reasons for closing his account. However, they are not required to do so. I have reviewed Citibank's reasoning and rationale for making this decision and I don't think they reached it incorrectly or unreasonably. And importantly, I don't think they have done so as a result of Mr G's nationality, so I can see no evidence that they have denied Mr G banking unfairly.

I hope that it'll be of some reassurance to Mr G that this service as an impartial and independent body has reviewed these reasons. Having done so I think that Citibank were entitled to make the decision they did and followed the correct process for doing so, which means I can't see they have made an error in the circumstances.

Mr G feels that Citibank caused issues purposefully to delay the closure process so that the deadline for his accounts to be closed would be breached. Citibank has accepted that it had some technical issues with payments and that others were flagged for additional security which led to some delays. Looking at the contact notes and the statements, I can see that each individual issue with payments was resolved relatively quickly, and the majority of Mr G's accounts were at nil balance by 11 August 2022, which was only 11 days after the initial closure notice was sent to him. So, on balance, while some of the delays may have been frustrating, I think Citibank dealt with these promptly and followed the correct process as I would expect.

Mr G's Euro account was at nil balance on 30 August 2022. He has mentioned a few issues with this account. Firstly, he has said some payments to an airline company were blocked. I've looked at the payment notes provided by Citibank and these suggest the payment was initially attempted to be taken from one of Mr G's other accounts which no longer had funds in. However, payment was then attempted via Mr G's euro account, and was flagged for further checks. Once these were completed, the payment was processed a few days after it had initially been attempted.

I can see that Mr G incurred charges on some of his large international transfers. Citibank explained that these were applied correctly and in-line with the terms and conditions of the account. However, they did refund these as a gesture of goodwill. As a result, I don't direct them to take any further action in relation to this complaint point.

Mr G has said that his relationship manager at Citibank refused to issue a letter to him which he needed for his new banking provider. However, I've reviewed the notes and I don't agree with this statement. I can see his relationship manager agreed to issue the letter and did so

just a few days after his initial request.

Mr G has also said that it took his relationship manager and other members of staff days to respond to simple requests. Having reviewed the large amount of correspondence between Mr G and Citibank, I can see that they tried to manage his expectations on a number of occasions that they had other requests and customers to deal with and so would look to respond to requests in around two business days. With this in mind, I don't think the delays Mr G experienced were significantly outside the normal service level agreement set out by Citibank.

Mr G has also said that he did not receive notice of the closure of his account. I can see that he received the initial notice of closure on 30 June 2022 that clearly set out his account would be restricted after 13 September 2022 and any remaining balance would be sent to him after 1 December 2022. However, I think Mr G is referring to the fact he did not receive any notification that his account had actually been closed after he withdrew all the funds. I can appreciate why Mr G may have liked official notice that his account had been closed. However, I do think he was given notice that his account would be closed after 13 September and as there was no longer any balance in his account, I don't think this has caused Mr G significant detriment.

### **My final decision**

I do not uphold Mr G's complaint against Citibank UK Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 September 2023.

Rebecca Norris  
**Ombudsman**