

## **The complaint**

Mr L is unhappy because he feels that Yorkshire Building Society (YBS) didn't answer a query he raised with them about language present in their terms and conditions.

## **What happened**

Mr L noticed that YBS's terms and conditions included that YBS would close a customer's account if that customer 'discriminates in any way'. Mr L asked YBS exactly what they considered an act of discrimination to be, but he wasn't satisfied with the answers YBS gave him. So, he raised a complaint.

YBS responded to Mr L and explained the values of YBS and confirmed that in instances where the closure of an account was considered, the circumstances of each individual case would be assessed on its own merits and that YBS wasn't able to provide a definitive list of acts which would be considered by them to be acts of discrimination. Mr L wasn't satisfied with YBS's response, so he referred his complaint to this service.

One of our investigators looked at this complaint. But they didn't feel YBS had acted unfairly in how they'd managed the situation and so didn't uphold the complaint. Mr L remained dissatisfied, so the matter was escalated to an ombudsman 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.

In his ongoing correspondence with this service, Mr L has asked whether YBS are allowed to have terms and conditions that enable them to close an account if a customer exercise their right to free speech and doesn't break no law.

However, this service isn't a regulatory body or a Court of Law and doesn't operate as such. Accordingly, it isn't within my remit to state what YBS are or aren't allowed to do. Instead, this service is an informal, impartial dispute resolution service. And while we do take relevant law and regulation into account when arriving at our decisions, our remit is focussed on determining whether we feel a fair or unfair outcome has occurred – from an impartial perspective, after taking all the factors and circumstances of a complaint into consideration.

Having considered this complaint, I don't feel that YBS have acted unfairly here. This is because the language that Mr L refers to isn't a term of YBS's as he's claimed. Instead, it's language that appeared as additional information to YBS's terms – specifically as additional information to the terms surrounding YBS's right to close a customer's account – and which was designed to provide examples of when YBS might enforce the terms in question.

Ultimately, as per YBS's terms and conditions, YBS have the right to close a customer's account at any time – either with or without the provision of two months' notice, dependent on circumstances – should they wish to do so. This is as per the 'Our right to close your account' subsection of YBS's terms, within the 'Account Closure' section.

Furthermore, YBS's right to close a customer's account as per their terms isn't dependent on YBS considering a customer to have acted in a discriminatory manner. Rather, YBS's terms give YBS the right to close a customer's account if they decide that they want to do so, for whatever reason.

It therefore seems clear that the explanation that YBS would consider closing a customer's account if that customer 'discriminated in any way' was designed to be a piece of general additional information given as an example of when YBS might choose to exercise its right to close a customer's account.

Additionally, as the account provider, and holding the right to close a customer's account as they do, I feel that it's fair that YBS can themselves decide whether an act undertaken by an account holder does correspond to what YBS consider to be an act of discrimination, and for YBS to then act as they see fit.

This was explained to Mr L by YBS in their response to his complaint, in which YBS stated:

*"We do ... have to be mindful in situations where those who deal with us and engage in behaviour towards our staff and other members is unacceptable. The circumstances of each individual case would be assessed at the time and we're not in a position to break down such activity. We would add however, that cases which arise are rare and are always assessed on a case by case basis."*

Finally, I note that YBS have now amended the additional information present in their terms which included the language about which Mr L enquired. With the amended additional information now reading as follows:

*"We are a diverse and inclusive organisation and are hugely proud that this is reflected in our membership, so we're committed to ensuring that everyone is treated with respect. We will not tolerate racism, sexism, homophobia, ageism, ableism or any other form of discriminatory language or behaviour."*

In consideration of the above I'm satisfied that it's fair for YBS to set their values and to give public notice that they will act in accordance with them. And I'm also satisfied that the spirit of the above paragraph is clear and that no further explanation from YBS surrounding this is fairly or reasonably required of them.

All of which means that I won't be upholding this complaint or instructing YBS to take any further or alternative action here.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 28 March 2024.

Paul Cooper  
**Ombudsman**