

## The complaint

Mr S complains about the eligibility wording Yorkshire Building Society used for customers applying for one of its accounts.

## What happened

Mr S held an account with Yorkshire Building Society from July 2009 until October 2012 when it was closed. In July 2023, he opened a new savings account with Yorkshire Building Society.

He says that when he went online, he was offered the opportunity to apply for an additional savings account. However, once into the application process, he was told he wasn't eligible as he hadn't had an open account for at least 12 continuous and consecutive months prior to the date of application.

Mr S felt this was unclear and complained to Yorkshire Building Society. During his complaint call, he said he believed he should have qualified for the account, the reason being he'd held an account with Yorkshire Building Society for at least 12 continuous and consecutive months, but it was in the past.

Yorkshire Building Society didn't agree. In its final response it said having a closed account interrupts the continuity required by the terms. It also told Mr S its legal department had reconfirmed that the wording was correct and didn't need to be changed.

As Yorkshire Building Society didn't think the wording of the eligibility criteria was wrong, and maintained its position that Mr S was ineligible, Mr S brought his complaint to our service.

Our Investigator didn't uphold the complaint. Whilst he understood Mr S' interpretation of the eligibility criteria as well as Yorkshire Building Society's intention of the wording, he found the business' explanation of the terms reasonable.

Mr S didn't agree. He said there was a fundamental difference between the promoted eligibility requirement to *'have had'* a qualifying account, and to *'currently'* have or hold a qualifying account. He added it shouldn't be necessary to have to work out implied intentions within defined, written terms and conditions.

Mr S didn't think the information was communicated in a way that was clear, fair and not misleading. He said that, had Yorkshire Building Society used the word 'on', or said 'at the time of' instead of 'prior to' application, the terms would have been acceptable.

The Investigator didn't agree. He said his role was to consider whether Yorkshire Building Society had acted reasonably overall. As it had clarified the criteria with a clear explanation, he felt it had acted reasonably. Finally, he added his belief that the eligibility criteria had been presented in a way that was clear, fair and not misleading.

Mr S didn't accept what the Investigator had said, and so the case was passed to me to decide.

## 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 won't be upholding this complaint. I realise this isn't the answer Mr S was hoping for, so I've explained why below.

The eligibility criteria wording states:

'To be eligible... you must have had an open account... with Yorkshire Building Society... for at least 12 continuous and consecutive months prior to the date of application...'

Mr S is essentially arguing that the use of the word 'prior' renders the terms unclear, hence his interpretation. But I don't agree.

Having looked at the wording, I'm of the opinion that it's clear and can be understood with even the most literal of readings. But even if that were not the case, it's not always possible or practical for financial businesses to cover every interpretation of their terms. So, when thinking about the application of a business' terms, a customer, or potential customer, must sometimes consider the wording *alongside* the business' most likely intention.

Here, Yorkshire Building Society required applicants to have held a qualifying account *prior* to application. I think the most reasonable interpretation is Yorkshire Building Society intended to reward and retain members it had an existing relationship with. I think the word 'prior' does enough to convey this – particularly as there was a requirement to have held the account for 12 *continuous and consecutive* months prior to application.

And so I'm satisfied that 'prior' clearly conveys Yorkshire Building Society's intention. And because Mr S doesn't meet the criteria, I don't think Yorkshire Building Society acted unfairly in the circumstances of this complaint when it told Mr S he wasn't eligible for the account.

**My final decision**

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 July 2024.

James Akehurst  
**Ombudsman**