

The complaint

Mr R says Financial Insurance Company Limited (FICL) mis-sold him a payment protection insurance (PPI) policy.

What happened

Mr R bought the policy in 1997 at the same time as taking out a store card.

Our adjudicator didn't uphold the complaint. Mr R disagreed with the adjudicator's opinion so the complaint has been passed to me.

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. Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my conclusions on the balance of probabilities – that is, what I think is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

We've set out our general approach to complaints about the sale of PPI on our website and I've taken this into account in deciding Mr R's case.

I've decided not to uphold Mr R's complaint. I'll explain why:

- Mr R says when he took out the store card it wasn't made clear that the PPI was optional. The difficulty I have is that I can't be sure what was discussed between Mr R and the sales person when the store card was taken out. I'm also mindful that these events took place many years ago, and that exact recollections of what happened can fade over time. But I've noted that Mr R's application form was completed to show that he wanted the PPI. So without any other evidence to support what Mr R has told me, I don't think I can safely say that FICL didn't make him aware that he had a choice about buying the PPI.
- FICL didn't recommend the PPI to Mr R so it didn't have to check if it was suitable for him. This means it didn't have to ask about any other means he might have had to make his repayments if he couldn't work.
- It's possible the information FICL gave Mr R about the PPI wasn't as clear as it should have been. But it's unlikely Mr R would have been affected by any of the main things the policy didn't cover, and the policy had a reasonable benefit. So I don't think better information would've stopped him buying it.

Mr R has mentioned that he became self-employed some time after he bought the policy. But as he was employed when the policy was sold, any exclusion for self-employed people wouldn't have affected him at that point. So Mr R's subsequent self-employment doesn't change my overall conclusions about the complaint.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 3 March 2020.

Caroline Stirling
Ombudsman