

The complaint

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

What happened

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

Our adjudicator didn't uphold the complaint. Mr W 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 W's case.

I've decided not to uphold Mr W's complaint and I've set out my reasons below.

- Mr W's store card application was completed to show that he wanted the PPI. But Mr W says he didn't tick the box, and that he didn't know the cover had been added to his account. The difficulty I have is that I can't be sure what was discussed between Mr W and the store assistant. I'm also mindful that the sale took place over twenty years ago, and that exact recollections of what happened can fade over time. So without anything else to support what Mr W has told me, it seems to me that it could've been just as likely that he was made aware the policy was optional and chose to take it out. On balance, I haven't been able to safely conclude that FICL didn't make Mr W aware that he had a choice about whether to take out the policy.
- FICL didn't recommend the PPI to Mr W so it didn't have to check if it was suitable for him. That means it didn't have to ask about any employer benefits Mr W might have been entitled to, or savings that he had.
- It's possible the information FICL gave Mr W about the PPI wasn't as clear as it should have been. But it's unlikely Mr W 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.

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 W to accept or reject my decision before 3 March 2020.

Caroline Stirling
Ombudsman