

## **complaint**

Mrs F says Financial Insurance Company Limited (“FICL”) mis-sold her a payment protection insurance (“PPI”) policy.

## **background**

This complaint is about a PPI policy attached to a store card Mrs F took out in 1999. It’s been agreed in this case that FICL, as the insurer, should take responsibility for the complaint. To keep things simple, I’ll refer to FICL as the seller in my decision.

Our adjudicator upheld the complaint. FICL disagreed with the adjudicator’s opinion, so the complaint was passed to me. I issued my provisional decision in October 2019 – a copy of which is attached at the end of this decision – I explained that I’m thinking of coming to a different outcome to our adjudicator and I explained why. But I asked for any further evidence or comments before I issued my final decision.

Both parties confirmed they’d received the provisional decision, but no one had anything more to add.

## **my findings**

I’ve now reconsidered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint. 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 Mrs F’s case.

As no one had anything new for me to consider, my decision remains the same, I don’t uphold this complaint.

## **my final decision**

I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr F to accept or reject my decision before 13 December 2019.

Claire Marchant-Williams  
**ombudsman**

## **Copy Provisional Decision**

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*Our adjudicator upheld the complaint. FICL disagreed with the adjudicator's opinion, so the complaint has been passed to me.*

**my provisional findings**

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. 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 Mrs F's case.*

*Having done this, I'm thinking of not upholding Mrs F's complaint.*

*The policy was sold during an interaction in a store. FICL should have made sure Mrs F was aware the policy was optional. It's not possible for me to know exactly what was said at the time this policy was taken out. So, I have based my decision on the evidence that's available alongside what Mrs F has told us. Looking at a copy of Mrs F's application form I've been given, I can see it asks applicants to tick a box for the PPI if they want it.*

*On the form, the section has been ticked and Mrs F has signed the overall agreement. Mrs F would have the opportunity to review and query anything on the application she wasn't sure about before she signed it. So, I think it's most likely FICL made Mrs F aware she had a choice about buying the policy and she chose to take it – although I can understand why she can't remember this.*

*FICL didn't recommend the PPI to Mrs F so it didn't have to check if it was right for her. But it did have to make sure Mrs F got the information she needed to decide if it was right for her.*

*It's possible the information FICL gave Mrs F about the PPI wasn't as clear as it should've been. Mrs F says she had a medical condition at the time of sale and our adjudicator thought this condition was something that would've made it difficult for Mrs F to make a claim on the policy, so they upheld her complaint.*

*I've thought carefully about the information Mrs F has told us about her condition. Having done this, I don't have enough evidence that Mrs F would have thought this would be the main reasons she might have needed to claim on the policy in the future. And the policy would've covered her for other things.*

*And based on what I've seen of her circumstances at the time it doesn't look like she was affected by any of the other exclusions or limits on the PPI cover.*

*Mrs F says can't remember if she had sick pay benefits from her employer. The PPI would've paid out alongside her employee benefits. It also would've covered her if she became unemployed. Mrs F says she had some savings but having the PPI would've meant these savings could have been used for other things. So, I think the PP would have been useful for her if something went wrong.*

*Overall, I don't think Mrs F has lost out by anything FICL might have done wrong.*