

## **complaint**

Mrs C complained that Canada Square Operations Limited ("CSOL") mis-sold her credit card payment protection insurance (PPI) policy.

## **background**

Mrs C bought the policy in March 2000 when she took out her credit card. CSOL said it was an online application and that it didn't advise Mrs C to take out the policy. Mrs C said that she phoned CSOL after filling in an application form, and was told that she stood a better chance of getting the card if she took PPI.

The policy cost 59p for each £100 Mrs C owed on her credit card. If she'd successfully claimed on the policy, each month it would have paid out 10% of what she owed on the card when she stopped working. This would have carried on for up to 12 months per claim.

Our adjudicator thought CSOL hadn't clearly explained the cost and benefits of the policy. But she thought Mrs C would still have bought the policy if it had. So she didn't uphold the complaint.

## **my findings**

I've considered all the available evidence and arguments to decide what is 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 C's case.

I've decided not to uphold Mrs C's complaint.

Mrs C said she called CSOL after filling in an application form, and this is when she was told she stood a better chance of getting the card if she took PPI. Set against this, CSOL said that Mrs C applied for the card (and PPI) online, and it had no record of a phone call.

CSOL sent in a copy of its computer records of Mrs C's credit card application. This shows the application method as 'internet'. So I think it's most likely that Mrs C *did* apply for the card online. CSOL also sent in screenshots of its application process at the time. These show that there were 'yes' and 'no' buttons on the screen to give a choice about taking out PPI. And I can't see that either of the buttons would already have been completed.

I've taken account of what Mrs C said about the sale. I can see that there's a helpline number shown on the application screenshot. So I think it's quite possible that Mrs C *did* make a phone call. But if it was after the application had been completed, I think Mrs C would've decided about the PPI by that point.

I've also kept in mind that Mrs C told us that she couldn't remember when the sale took place. And the details of her circumstances that she gave us weren't the ones that applied at the time of the sale. This is understandable given that it was so long ago, and recollections can fade with time. But it does make me reluctant to place so much weight on what Mrs C told us about the sale that it outweighs the other evidence.

Overall, from the evidence I have, I think it's most likely that CSOL gave Mrs C a choice about the PPI, and she chose to take it out when she applied for her credit card. I think she probably just doesn't remember doing so.

I'm satisfied CSOL didn't advise Mrs C to take out the PPI. But it should've given her enough information for her to decide if the policy was right for her.

The screenshots show that the policy information was included underneath the 'yes' and 'no' options. I'm not sure how these would've appeared on screen, so I can't be certain that CSOL clearly pointed out the main things the policy didn't cover. But I don't think Mrs C would've been affected by any of these.

CSOL explained on the screen that the cost of the policy was 59p for each £100 owed. But I don't think it was clear that interest could be charged on the premiums, or that Mrs C would've had to keep paying for the policy during a claim.

Mrs C told us that, when she took out the policy, she was entitled to sick pay from her employer of six months' full pay and six months' half pay. She also said that she had no other ways of covering the repayments. So I think she could've found it difficult to meet the minimum repayment on her credit card once her sick pay reduced or if she lost her job.

Because of this, I think Mrs C would still have bought the policy if she'd fully understood the cost and the benefits. This means Mrs C is not worse off as a result of what CSOL did wrong. So there's nothing it needs to do to put things right.

#### **my final decision**

For the reasons I've explained, I've decided not to uphold Mrs C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 11 April 2016.

Jan Ferrari  
**ombudsman**