

This complaint is about a monthly premium payment protection insurance (PPI) policy taken out in 2002 alongside a credit card. Miss O says Bank of Scotland plc (BoS) mis-sold her the PPI.

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 Miss O's case.

I've decided the policy wasn't mis-sold because:

- I think BoS made it clear that Miss O didn't have to take out the PPI and she chose to take it out – although I can understand why she can't remember this. I've seen a copy of the application form which shows Miss O selected PPI. Although the form shows a printed "X" rather than a manual selection, Miss O's personal details have also been completed electronically and as the PPI was sold during a branch meeting I think it's more likely that the information and choices on the form reflected the discussion between Miss O and the representative. Miss O also signed this form and so if she had any doubts about PPI at this time, she could have raised this with the representative.
- BoS recommended the PPI to Miss O so it had to check that the PPI was right for her – and based on what I've seen of her circumstances at the time, I think that it was. For example she wasn't affected by any of the exclusions to or limits on the PPI cover and she seems to have had a need for the cover.
- It's possible the information BoS gave Miss O about the PPI wasn't as clear as it should've been. But she chose to take it out - so it looks like she wanted this type of cover. And it seems like it would have been useful for her if something went wrong. So I don't think better information about the PPI would have put her off taking out the cover.

I've thought about everything Miss O has said - including what she has said about being in financial difficulties and that the policy was mis-sold because she wasn't given sufficient information about it. But these points don't change my decision. I haven't seen sufficient evidence to conclude that the policy itself was unaffordable for Miss O at the time of the sale or that better information about the policy would have put her off taking it out.

This means I don't think the PPI was mis-sold. So BoS doesn't need to refund everything Miss O paid for it. But BoS has already offered to give Miss O back some of the cost of the PPI. I don't think it needs to do anything more.

BoS will make arrangements to pay Miss O now I've issued my final decision if it hasn't done so already.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss O to accept or reject my decision before 31 January 2019.

Navneet Sher
ombudsman