

## **complaint**

Mr H says Bank of Scotland Plc ("BoS") mis-sold him a payment protection insurance ("PPI") policy.

## **background**

Mr H bought the policy in 2002 at the same time as taking out a credit card.

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

## **my 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 Mr H's case.

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

Mr H says he was unaware PPI had been added to his account and that he didn't give his consent for PPI to be added.

I have seen a copy of the credit card application that Mr H made. Within this there is a section titled "credit card repayments cover" and it briefly explained that this cover would protect Mr H's credit card repayments if he was unable to work due to accident, sickness or unemployment. Mr H has signed in the box to indicate that he wanted the PPI. So overall, I think BoS made Mr H aware that he had a choice about buying the PPI, and that he chose to take it.

Mr H has said that he thought the PPI was a condition of the card. But from the documents provided, I cannot see that BoS gave the impression to Mr H that he needed to take the PPI in order for his credit card application to be successful.

Mr H has also said that he thought the PPI covered his losses if his card was stolen and used. But there was a separate section on his credit card application form titled "card care registration" which Mr H did not select. This section of the application form also briefly explained what the card care cover was. So I think it's likely Mr H knew at the time that he had asked for PPI rather than card care.

BoS says it didn't recommend the policy to Mr H and Mr H says he cannot recall. Given that the credit card and PPI were applied for by post I don't think it's likely BoS recommended the policy to Mr H.

Because BoS didn't recommend the PPI to Mr H, it didn't have to check if it was right for him. However BoS did have to give Mr H enough clear information about the policy in order to help him decide whether or not to take it.

Mr H has said he was in a stable role and would've received up to six months sick pay from his employer had he been unable to work. But his PPI would've covered his credit card payments for up to 12 months in the event that he was unable to work due to accident,

sickness or unemployment. And it would've paid out in addition to what he received from his employer. So overall, I think Mr H would have found his policy of use.

Mr H has said that the terms and conditions of the policy were not explained to him and neither were the costs or benefits. He's said therefore BoS didn't give him enough information about the policy.

It's possible some of the information BoS gave Mr H about the PPI wasn't as clear as it should've been. But Mr H doesn't appear to have been affected by any of the main things the policy didn't cover – and based on what I know about his circumstances it looks like the policy could've been useful to him. So even if BoS had provided Mr H with better information about the policy, I don't think this would've stopped him buying it.

I've taken into account Mr H's comments, but these points don't change my conclusion.

### **my final decision**

For the reasons set out above, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 29 August 2017.

Marie Camenzuli  
**ombudsman**