complaint

Miss B says Lloyds Bank plc (trading as TSB) mis-sold her a payment protection insurance ("PPI") policy.

background

This complaint is about a credit card PPI policy. The policy was added to Miss B's credit card account. It isn't clear when the PPI was sold. But Lloyds' records show that Miss B took out the credit card in 1998. And a PPI premium shows on the earliest available credit card statement, from January 2000. So it's clear that the PPI was either added to the account at the outset, or was added sometime between the date the account was opened and January 2000.

Miss B says she applied for the credit card and PPI at a branch of the bank. Lloyds hasn't been able to confirm how the policy was sold. I've assessed the complaint on the basis that the policy was sold at a meeting in a branch, as Miss B says.

Our adjudicator didn't uphold the complaint. Miss B disagreed with the adjudicator's opinion so the complaint's 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 Miss B's case.

I've decided not to uphold Miss B's complaint. I'll explain why.

- Lloyds no longer has any of the documents from the time when Miss B took out the card or PPI. I think that's understandable, given the time that's passed. In situations like this, I have to base my decision on what I think is most likely to have happened, taking into account everything that's available.

- I don't have any notes to show what was discussed when Miss B applied for the card or the PPI. But Lloyds has provided us with an example of an application form it says would have been used around the time the account was opened. I can see there's a section titled '*TSB Credit Card Payments Insurance*' (a form of PPI). This sets out brief details of the PPI and there's a box to tick if the applicant wishes to take the insurance.

- I acknowledge that Miss B says she was unaware of the PPI, and that it wasn't brought to her attention. And of course, I can't be sure that she signed a form like that one that's been provided, or that she ticked a box to confirm that she wished to take PPI. But based on what we know about the way Lloyds usually sold PPI at the time, I think it's more likely than not that it made Miss B aware that she had a choice about buying the PPI, and that she chose to take it. I can understand why she may not remember this, as the sale took place so long ago.

- Miss B says that Lloyds didn't give her advice or recommend that she take out the policy. But if the policy was sold in a branch of the bank, I think it's quite likely that Lloyds did, in fact, recommend it to Miss B. And if it did, it had a responsibility to make sure that the

policy was suitable for her. That said, even if Miss B did receive advice from Lloyds, I'm not convinced it was unsuitable for her, based on the information I have about her circumstances at the time.

- Miss B's told us that she'd have been entitled to some sick pay from her employer. But if she'd made a successful claim for sickness, injury or unemployment, the policy would have helped with her monthly credit card payments for up to 12 months per claim. That's significantly longer than she's told us she'd have been entitled to payments from her employer for. And she's told us she didn't have any other means she could have used to make her monthly payments if she'd been unable to work. What's more, the policy would have paid out in addition to any payments Miss B received from her employer. So overall, I think it could have been useful for her.

- It's possible the information Lloyds gave Miss B about the PPI wasn't as clear as it should have been. But I think it's more likely than not that Miss B chose to take out the policy. So she appears to have wanted this type of cover. From what she's told us, she wasn't affected by any of the exclusions or limitations. And the policy was competitively priced and apparently affordable. So I think it unlikely Miss B would have made a different decision if better information had been provided. On balance I think she'd still have taken out the policy.

my decision

For the reasons set out above, I don't uphold Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 7 March 2018.

Juliet Collins
ombudsman