

complaint

Mr S complains that Bank of Scotland Plc ("Halifax") mis-sold him a mortgage payment protection insurance ("MPPI") policy in 2005.

background

Mr S bought a MPPI policy in March 2005 to protect his mortgage repayments. The policy was sold during a branch meeting.

Mr S believes Halifax mis-sold the policy. He thinks the policy was sold to him as a condition of having the mortgage and he was not given a choice at all.

Our adjudicator didn't uphold the complaint. As the complainant doesn't agree with the adjudicator's opinion, the complaint has been passed to me.

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 Mr S's case.

I've decided not to uphold Mr S's complaint because:

- I can't be sure how the policy was presented to Mr S during the meeting. But I've looked at what he has said about how the policy was sold and I think, after considering the documentation provided, it is just as likely that he was advised it was a good idea to have the insurance to protect his mortgage repayments.
- I think Halifax recommended the MPPI to Mr S, but it doesn't look as if it was unsuitable for him based on what I've seen of his circumstances at the time.
- Halifax has provided some information about the costs relating to the MPPI that Mr S took out. It has also provided us with a key facts document that shows how it would have set out the cost and benefit of the policy, giving Mr S enough information to decide if he wanted to take it.
- Its possible Halifax didn't point out the main things the policy didn't cover. But its unlikely Mr S would've been affected by any of these.
- Mr S was taking on a financial commitment secured against his home. As such, I consider that the policy provided him with a useful additional benefit (over and above his employment benefits) for a reasonable cost to protect his home in the event that it was necessary for him to make a claim. I'm not persuaded Mr S would have avoided protecting his repayments given the serious consequences of defaulting on a debt secured against his home.

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

my final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 9 November 2015.

Mark Richardson
ombudsman