

## **complaint**

Mrs R says she was mis-sold a payment protection insurance (PPI) policy. Financial Insurance Company Limited (FICL), as the insurer, have taken responsibility for the sale. To keep things simple, I'll only refer to FICL in this decision, rather than any other business.

## **background**

Mrs R bought the policy in 1999, at the same time as taking out a store card.

Our adjudicator didn't uphold the complaint. Mrs R disagreed with the adjudicator's opinion, so the complaint's been passed to me to decide.

## **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 Mrs R's case.

Based on what both sides have given me, I don't think this PPI policy was mis-sold – I'll explain why.

The store card application had a section for PPI, amongst other optional features. It briefly explained what the policy was for, and there was a box Mrs R could sign to say she was happy to pay for PPI, or which could be left blank if she didn't want it. Mrs R signed specifically to take out PPI, separately to signing the agreement as a whole. So I think that FICL made Mrs R aware she had a choice about buying the PPI, and that she chose to take it – even if, understandably, she doesn't remember doing so after so long.

FICL didn't recommend the PPI to Mrs R, so they didn't have to check if it was right for her. They did have to give Mrs R enough information to decide if the PPI was right for her.

It's possible that the information FICL gave Mrs R about PPI wasn't as clear as it should've been. The question, then, is whether I think better information was likely to have changed her mind. Here, Mrs R chose to take PPI, which implies she wanted this type of cover. Based on what she's told us about her circumstances, it doesn't look like Mrs R would've been affected by the policy's main exclusions or limitations. And while she said she had some sick pay and savings, the PPI gave her more comprehensive cover and paid out on top. So it looks like the PPI could've been useful for Mrs R in case something went wrong. And so I don't think better information was likely to have put her off taking out the cover.

**my final decision**

For the reasons I explained above, I don't uphold Mrs R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 31 January 2019.

Adam Charles  
**ombudsman**