

complaint

Miss G and Mrs G complain Decidebloom Limited, trading as 'Stonecare', mis-sold Miss G payment protection insurance.

background

In 2007 Miss G and Mrs G arranged a hire-purchase agreement for a car. At the same time Decidebloom sold Miss G a regular premium PPI policy.

If Miss G was too unwell to work the policy would pay a monthly benefit equal to the repayments under the agreement until she was able to return to work. The policy would also settle the agreement if Miss G was diagnosed with a critical illness or if she died.

Our adjudicator didn't uphold the complaint. They said Miss G and Mrs G were made aware there was a choice in taking out the policy. And they concluded that Miss G would still have taken out the policy if she had been given better information about it.

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 G and Mrs G's case.

For the reasons below, I've decided not to uphold Miss G and Mrs G's complaint.

Miss G told us she didn't know she had PPI. More recently Miss G and Mrs G's representatives told us Miss G and Mrs G were led to believe the PPI had to be taken out in order for the finance to be approved. Decidebloom says Miss G would've been told about the PPI and it would've been presented to her as a choice during the meeting and in the paperwork she was given.

I don't know what was discussed at the time, but looking at the available evidence I think that Miss G most likely knew she was taking out PPI. And I think, on balance, she was made aware there was a choice in having the policy.

A *Demands and Needs* document was completed at the time to determine if any insurances were needed. I can see that Miss G signed below the section to 'Accept Cover'. Above this, in larger writing it said, '*Payment Protection is optional*' and ticks were placed in the cover selected – this included, life, critical illness as well as accident and sickness cover. Redundancy, unemployment and hospitalisation cover were not selected.

Miss G also signed an 'acknowledgement' document to confirm that finance and insurance products had been explained to her. The insurances selected on this document included, Guaranteed Asset Protection (GAP), life cover, critical illness cover and accident and sickness cover. Miss G further signed underneath the *Statement of Price*, which set out the costs for the GAP and PPI.

And in a separate section on the hire purchase agreement a tick was placed in the box to take out PPI. Miss G and Mrs G both signed this section – separately to where they signed to agree to the credit.

Taking everything into account, I think Miss G and Mrs G would have been aware of PPI. And I think they knew there was a choice in having the policy. So I don't uphold Miss G and Mrs G's complaint on this point.

I don't think Miss G was advised to take out the PPI. The available documentation shows that Decidebloom didn't offer advice when it sold insurance. And I've not seen enough to make me think it did anything differently in Miss G and Mrs G's case.

Because of this, Decidebloom didn't have to find out about Miss G and Mrs G's circumstances to make a suitable recommendation. Instead it had to provide enough clear information so Miss G and Mrs G could decide if Miss G should take out the policy.

I can't say that Decidebloom did what it needed to when it sold the policy. I don't know how the policy terms were presented to Miss G, and because it seems all the sales paperwork (including the policy summary) was completed on the same day, I don't know what time Miss G and Mrs G had to consider it. I also don't know if the policy document would have been made available to them.

But on balance, I think Miss G would still have gone ahead with the policy if she'd been given better information about it.

Miss G was eligible for the cover and I've not seen anything in her circumstances to suggest she would have found it difficult to make a claim if she needed. Miss G told us she had no sick pay available to her. And the records completed at the time show Miss G had been with her employer for less than a year. The policy would've paid for as long as she was too unwell to work. While I've noticed Miss G has said she could've relied on her partner and family, the policy would've meant she didn't need to do this. And there was also no guarantee they would be in a position to help her financially if and when she needed it.

I think Miss G and Mrs G knew how much the policy cost and found it acceptable. This was set out in the *Statement of Price* section of the 'acknowledgement' document, which Miss G signed. And it was set out in the PPI section of the hire purchase agreement which Miss G and Mrs G both signed.

Overall, I think Miss G and Mrs G were aware of the policy and knew they had a choice in taking it out. I think it's possible better information could have been provided to Miss G about the PPI, but I think if Decidebloom had done everything it needed to, I think she still would have taken out the policy given her circumstances at the time.

my final decision

For the reasons above, my final decision is that I do not uphold Miss G and Mrs G's complaint. And I make no award against Decidebloom Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G and Mrs G to accept or reject my decision before 15 February 2016.

Kristina Mathews

ombudsman