

## **complaint**

Mrs S says Lloyds Bank PLC trading as TSB mis-sold her a payment protection insurance ("PPI") policy.

## **background**

Mrs S bought the policy in 1996 at the same time as taking out a credit card.

Our adjudicator didn't uphold the complaint. Mrs S 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 Mrs S's case.

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

- Mrs S says PPI was sold to her in a meeting. Lloyds can't say how it was sold. So, based on Mrs S's recollection, I think it's most likely PPI was sold in a meeting.

Lloyds don't have copies of the original paperwork Mrs S would've completed. This isn't surprising or unusual given that the sale took place over 20 years ago. Lloyds have given me a copy of a sample application which they say would've likely been completed by Mrs S. Looking at this, I can see it's dated near the time of when PPI was sold to her and that a box would need to have been ticked to select PPI.

Without the original paperwork I can't be sure, but based on the evidence I've seen, I think it's most likely that Lloyds would've made Mrs S aware that she had a choice about buying the PPI. And that she chose to take it.

- Lloyds don't know if they recommended the PPI to Mrs S. Because of this they've accepted they did – this means they had to check it was right for her. And it seems to have been right for Mrs S based on what I've seen of her circumstances at the time. I've considered what Mrs S says about her redundancy and sick pay. But PPI would've paid out in addition to these and it could've given her cover for up to 12 months for a successful claim. I've also thought about what she says about her family helping out if needed. But support from others can't safely be relied on.
- It's possible the information Lloyds gave Mrs S about the PPI wasn't as clear as it should've been. But Mrs S 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 her circumstances it looks like the policy could've been useful to her. So I don't think better information would've stopped her buying it.

I've taken into account Mrs S's comments, including what she's said about paying more than she needed to. But these points don't change my conclusion.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 16 January 2017.

Ketan Nagla  
**ombudsman**