

## **complaint**

This complaint is about four regular premium payment protection insurance (PPI) policies taken out with four personal loans in 2003 and 2004. Miss T says that Metro Moneywise Credit Union Limited ("Metro Moneywise"), mis-sold her these policies.

## **background**

I recently issued a provisional decision about this case in which I said I was not intending to uphold Miss T's complaint. I then gave the parties a chance to submit any more information they wanted me to consider.

## **my findings**

I've now re-considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Neither party has sent me any new material for consideration, so I've got no reason to change my final decision.

## **my final decision**

The four PPI policies in this case weren't mis-sold and so I don't direct Metro Moneywise Credit Union Limited to pay anything back.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 12 October 2018.

Michael Campbell  
**ombudsman**

copy – provisional decision

### **complaint**

*This complaint is about four regular premium payment protection insurance (PPI) policies taken out with four personal loans in 2003 and 2004. Miss T says that Metro Moneywise Credit Union Limited ("Metro Moneywise"), mis-sold her these policies.*

### **background**

*One of our adjudicators looked at this complaint and said they thought we should uphold the complaint. Metro Moneywise didn't agree with this and asked for an ombudsman's decision.*

### **my provisional findings**

*I'd like to start by sincerely apologising to all the parties for the time it's taken for this complaint to reach an ombudsman.*

*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 this case.*

*Having done this, I'm not intending to uphold the complaint.*

*The PPI appears to have been sold each time during telephone calls. Unfortunately there are no recordings of these calls, but given when they were, this isn't unusual.*

*However my understanding is that the consumer would normally ring up a Metro Moneywise helpline to discuss the loan and as a consequence of this, they'd then be sent some documents to check and sign. When the documents were received back, Metro Moneywise would set up the loan and release the funds.*

*Miss T did this in February and June 2003 – and – June 2004 and November 2004.*

*I've looked carefully at the documents used during these sales which are all in the same format. Our adjudicator noted that the PPI box was already 'pre-selected' on these and that this meant Miss T probably wasn't given a proper choice. I'm afraid I don't agree with this.*

*It seems that as well as these four loans, Miss T had previously borrowed money from Metro Moneywise in the past. I note that on the previous occasions she chose not to have any PPI. So I think this would have enabled her to know that PPI wasn't something she needed to have if she didn't want to.*

*I also note the forms on which Miss T did say she wanted PPI contained what I would describe as prominent choices. So I think she'd have seen the PPI was optional.*

*The forms said "PAYMENT PROTECTION INSURANCE DECLARATION" and then below this there were 'yes' and 'no' PPI boxes. On each of the four loans Miss T has complained about, the first of these boxes was chosen and it said "YES I wish to have my loan covered as indicated in the loan details section".*

*As I've said, I'm confident the form would have been sent to Miss T after a phone call during which her requirements were discussed. And I have described how prior to this she had loans without PPI.*

*So I'm afraid I think all this represents quite strong evidence that the PPI is something Miss T wanted to have.*

*Metro Moneywise doesn't appear to have carried out an 'advised sale' where it went through Miss T's circumstances and financial needs in detail. It says it was a non-advised sale and I haven't seen any of the type of paperwork that would make me think otherwise. This means its duty was to provide information that was clear, fair and not misleading. And it was Miss T's decision about whether or not she should buy the PPI cover.*

*I can't say Miss T was given all the information she should have been given. But I note that all the costs were set out on the forms she signed, including how much she would be paying for the PPI and how much for her loans. The level of PPI protection was also included as was how long she'd be able to claim for if she had become too ill to work. I also note the level of benefit was relatively good, compared with other similar policies I've seen. Finally, the costs do seem quite moderate so I think the evidence points to Miss T wanting the cover.*

*I appreciate I've departed from our adjudicator's view on this complaint and this will be disappointing to Miss T. But in the light of what I've described above, I don't think the policies were mis-sold.*

***my provisional decision***

*For the reasons set out above, I don't intend to uphold Miss T's complaint. And I don't intend to direct Metro Moneywise Credit Union Limited to pay any compensation.*

*I now invite all parties to submit any further evidence or comments they wish me to consider by 3 September 2018 after which I will issue a final decision.*