

## **complaint**

Mr W complains that Lloyds Bank plc (trading as TSB) mis-sold payment protection insurance (PPI) to him.

## **background**

In 1996 Mr W opened a credit card account with Lloyds. By 2000 he had PPI to protect payments on the account, but then the account was closed later that year. Mr W told us that if he had been made aware of the PPI he would have said it was something he did not want or need. He said it had been applied to his account without any decision from him, and the details were not explained.

Our adjudicator recommended that the complaint was not upheld. Mr W disagreed so the complaint has been passed to me to make a final decision.

## **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 considering Mr W's case.

Lloyds no longer has any documents Mr W would have signed when taking the credit card account or from when the PPI was sold. That is not surprising or a reason to criticise Lloyds when the sales took place and the account was closed so long ago. Lloyds does still have a few relevant computer records. Those show when the credit card account was opened and closed and that Mr W was paying for PPI in 2000 - but not when the PPI started. In cases like this, where the evidence is incomplete or contradictory, I have to make my decision on the balance of probabilities – that is, to decide what is most likely to have happened.

I think it is most likely that the PPI was sold at the time Mr W applied for the card - though it could have been any time between 1996 and 2000. From what we know of the procedures TSB used to sell PPI with credit cards between 1996 and 2000, it is likely that it would have been made clear to Mr W had the PPI was optional and it would only be applied to his account if he actively agreed to take it. I couldn't expect Mr W to remember clearly whether or not he chose to take the PPI, when the sale was over 20 years ago, and he wasn't even sure how it took place. On balance I think it is likely that at the time Mr W chose to take the PPI knowing that it was optional.

We don't know whether or not Lloyds recommended the PPI to Mr W. If it did it needed to check that it was suitable for him. I think that it was.

- From what I know of his circumstances, Mr W was eligible for the range of policies sold in the relevant period;
- He wasn't affected by any of the restrictions in those policies (such as those about existing medical conditions) which might have made it particularly difficult for some people to make a successful claim.
- I think the policy could have been useful. I understand Mr W was probably eligible for six months full sick pay from work during the relevant period. And he would probably

have been eligible for some redundancy pay, though not necessary a very large amount. But he didn't have any savings and so would probably have struggled to keep up with repayments once his full sick pay or redundancy pay ran out. Whereas the PPI would have paid out for up to 12 months if necessary, and would have done so on top of any work benefits.

It's possible the information Lloyds gave Mr W about the PPI wasn't as clear as it should have been. But I think Mr W probably chose to take out the policy and so appears to have wanted this type of cover. The policy was competitively priced and apparently affordable. So I think it unlikely Mr W would have made a different decision he'd had better information. On balance I think he would still have taken out the policy.

I have noted what Mr W said about a similar complaint having been upheld even though his situation was the same. However each complaint has to be considered on its own merits. A large number of factors affect the decision: those include the details of different policies sold by different businesses or by the same business for different products (eg credit cards or loans or mortgages) and the different sales documentation and processes in use by the businesses for each of those at different times. So, even if your circumstances don't change, having one complaint upheld (even against the same business) is no indication that another should be. So the fact that another complaint from Mr W was upheld doesn't change my view.

When I don't think Mr W has lost out because of anything Lloyds did wrong in the sale of this particular PPI policy, I don't have grounds to uphold this complaint.

### **my final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 October 2017.

Hilary Bainbridge  
**ombudsman**