

## **complaint**

Mrs H says The Royal Bank of Scotland Plc ("RBS") mis-sold her a payment protection insurance ("PPI") policy.

## **background**

This complaint is about a credit card PPI policy taken out in October 2005. The policy was added to Mrs H's credit card account when she applied for the card online and returned the credit agreement by post.

Our adjudicator did not uphold the complaint. Mrs H 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 is fair and reasonable in the circumstances of this complaint. I think the relevant issues to take into account are the same as those set out in the note on our website about our approach to PPI complaints.

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

- I think RBS made Mrs H aware that the PPI was optional and that she chose to take it – although I can understand why she can no longer remember this. I have seen Mrs H's credit agreement and underneath her signature for the agreement, there is a box offering "*Card Payment Protection Insurance*" and "*Card Registration Insurance*". Mrs H has ticked the box next to the PPI (but not the Card Registration Insurance) and signed separately for it. I therefore consider Mrs H would have reasonably known that PPI was optional and not a compulsory part of the credit card.
- RBS didn't recommend the PPI to Mrs H so it didn't have to check if it was suitable for her. Nevertheless, I acknowledge that Mrs H says she was entitled to sick pay from her employer. However, the PPI would have paid out in addition to this, and beyond the period for which Mrs H would have been on full pay. I consider this would have provided Mrs H with peace of mind that her credit card repayments would be covered during what would have been a difficult time financially.
- It's possible the information RBS gave Mrs H about the PPI wasn't as clear as it should have been. But Mrs H chose to take out the policy and so appears to have wanted this type of cover. She was not affected by any of the exclusions or limitations and the policy was competitively priced and apparently affordable. So I think it unlikely Mrs H would have made a different decision if better information had been provided. On balance I think she would still have taken out the policy.

## **my final decision**

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

Amanda Williams  
**ombudsman**