

complaint

Mr L says HSBC Bank Plc ("HSBC") mis-sold him a mortgage payment protection insurance ("MPPI") policy.

background

This complaint is about a monthly premium MPPI policy taken out with a mortgage in 2005.

Our adjudicator didn't uphold the complaint. Mr L disagreed with the adjudicator's opinion so the complaint has been passed to me.

my findings

I have 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 MPPI on our website and I've taken this into account in deciding Mr L's case.

I've decided not to uphold Mr L's complaint.

- HSBC hasn't given me its adviser's recollections of the sale. So it's possible Mr L was told he wouldn't be given his mortgage if he didn't take out the MPPI. But I think it's more likely that he was given a real choice to take out the policy or not. Mr L was sent a mortgage offer after he met with the adviser. In the '*insurance*' part of this document, only buildings insurance is shown as a condition of the mortgage. The MPPI is shown underneath this in the '*optional insurance*' section.

I haven't seen anything to suggest that Mr L queried why his mortgage offer said something different to what he says he was told in the meeting. And it looks like Mr L did have the opportunity to read the mortgage offer in his own time. So overall I think it's most likely that HSBC made Mr L aware the policy was optional and that he chose to take it.

- HSBC recommended the MPPI to Mr L but it doesn't look as if it was unsuitable for him based on what I've seen of his circumstances at the time. Mr L says he had less than six months' worth of his earnings in savings and he's not sure how much sick pay he was entitled to. So I think the policy would have been useful to him, especially as it covered something so important.
- The cost of the policy was shown. So I think Mr L would've understood how much he would need to pay for it.
- It's possible HSBC didn't point out the main things the policy didn't cover. But it's unlikely Mr L would have been affected by any of these.

I've taken into account Mr L's comments. But these points don't change my conclusion.

my final decision

For the reasons set out above, I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 11 April 2016.

Michael Ball
ombudsman