

complaint

Ms D complains that AXA Insurance UK Plc ("AXA") mis-sold her a regular (monthly) premium payment protection insurance ("PPI") policy in 2002.

background

Ms D is represented by a third party.

Our adjudicator didn't uphold this complaint. Ms D disagreed with this view and asked that the case be referred to an ombudsman for 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 have set out our general approach to complaints about the sale of payment protection insurance on our website and I have taken this into account in deciding Ms D's case.

Having considered this case with care, I have decided that the complaint should not be upheld. I have explained my reasons below.

The number of years that have passed since the sale means that very little paperwork from the time is available. So it is impossible to be certain what was said or happened at the time. This means that I will be making my decision on the balance of probabilities – what is *most likely* to have happened.

Ms D says that she was told she had to take out the PPI or she wouldn't get the mortgage. AXA has provided a screen shot from the time of the sale. This shows a quotation was provided to Ms D. From what I have seen, I can't say that there is anything which persuades me that would have led Ms D to think she had to take out the PPI to secure her mortgage. I think it's more likely that Ms D asked about PPI knowing she could choose to take it out or leave it.

Ms D told us that as she took the policy out at the branch she felt pressured into buying the policy but pressure is a subjective matter. What someone feels is pressure another person may not. And I don't have enough to say that Ms D was pressured into buying the PPI.

I don't think this policy was recommended. So AXA didn't need to make sure it was a suitable policy for her. But it still needed to give Ms D enough information so that she could decide for herself whether or not to buy the policy.

As the paperwork is limited, I can't be sure what information was given to Ms D at the time of the sale. But even if clearer or better information could have been given to her, I don't think she would have made a different decision. I still think Ms D would have bought the policy. I say this because:

I am satisfied that she was eligible for the cover, taking into account her circumstances and the terms and conditions of the PPI.

She wouldn't have been caught by any of the policy's exclusions or limitations. So she could have benefitted from the full extent of the cover.

Ms D says she would have received 6 months full pay and six months half pay from her employer if she was off work because she was sick or had an accident. But this policy would have paid out in addition and for longer than her work - related benefits so I can't say it wasn't useful for her. And I think it would have provided her with reassurance that she would have been able to meet her mortgage repayments if she wasn't able to work.

Although I can't be sure what information was given about the costs of the policy the costs of the policy were comparable with similar policies sold at the time and were apparently affordable. So I think it provided a useful benefit to protect an important financial commitment.

my final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or reject my decision before 15 February 2016.

Nicola Woolf
ombudsman