

## **complaint**

Mr S says Lloyds Bank PLC (trading as Lloyds TSB) mis-sold him a payment protection insurance (PPI) policy.

## **background**

Mr S bought the policy when he took out a loan in 2001. The loan included an amount to pay for the policy.

Our adjudicator didn't uphold the complaint. Mr S 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'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 Mr S's case.

I've decided not to uphold Mr S's complaint because:

- Mr S says he was advised by the bank manager to take PPI out to get the loan. I've seen a copy of the loan agreement Mr S signed. The agreement was pre-printed. But as it contains Mr S's details I think it was most likely filled in after a conversation with him. Mr S signed this document and it specifically says the PPI is optional. So from what I've seen, I think Lloyds made Mr S aware he had a choice about buying the PPI, and that he chose to take it out.
- Lloyds recommended the PPI to Mr S – and it seems to have been right for him based on what I've seen of his circumstances at the time. Mr S has said the policy was void because he was self-employed. But the policy did provide cover for employed and self-employed people. And having looked at the policy it was no harder for someone who was self-employed to claim under this policy. So the fact that he was self-employed didn't mean the policy wasn't right for him.
- I think Lloyds could've explained the cost of the policy better than it did. But even if it had, I think Mr S would've still bought it.
- Given how long the policy could've paid out for, if Mr S made a successful claim he could've got back quite a bit more than he paid for it.
- Mr S would've got back only a limited refund of the PPI premium if he cancelled the policy early. I don't know if Lloyds thought about this when it recommended the policy, or if it explained the situation clearly to Mr S. But I haven't seen anything to suggest he thought he'd repay this loan early. So I don't think this meant the policy wasn't right for him – or that better information about this would've stopped him buying it.
- It's possible Lloyds didn't point out the main things the policy didn't cover. But Mr S doesn't appear to have been affected by any of those things.

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

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 November 2016.

Melissa Grove  
**ombudsman**