

## **complaint**

This is a complaint that Lloyds Bank PLC mis-sold payment protection insurance (“PPI”) to Mr D.

## **background**

This complaint is about a credit card PPI policy taken out probably in 1997. The policy was sold to Mr D probably at the same time he applied for the card during a meeting at his local bank branch.

Our adjudicator didn’t recommend that the complaint be upheld. Mr D 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 this case.

The sale took place about 20 years ago and there are now no original documents surviving about the sale of the PPI. I also think it’s quite possible Mr D’s memories, of exactly what happened so long ago, will have faded. I’ve borne in mind these difficulties in the evidence when considering the case and trying to reach a fair decision.

I’ve decided not to uphold Mr D’s complaint. This is because:

- I think Lloyds probably made Mr D aware that the PPI was optional and that Mr D chose to take it – although I can understand why Mr D can no longer remember this. I’ve seen a copy of the type of form which Mr D is likely to have signed, and this set out the PPI as a choice.
- Lloyds probably recommended the PPI to Mr D, but it doesn’t look as if it was unsuitable based on what I’ve seen of Mr D’s circumstances at the time. He was entitled to few, if any, benefits from his employment, and appears to have had limited other means to cover his commitments if he was unable to work.

Mr D says he was self-employed when he took out the PPI, and that this would have meant the policy was no use to him. This can be true with some PPI policies but, from what we know of Lloyds TSB policies at the time, being self-employed wouldn’t have affected his ability to claim.

- It’s possible the information Lloyds gave Mr D about the PPI wasn’t as clear as it should have been. But it looks as though none of the significant exclusions or limitations applied to Mr D’s circumstances. And the policy was reasonably competitively priced and apparently affordable. In Mr D’s circumstances it was likely to have offered a potentially useful benefit. So, taking all that into account, I think it unlikely Mr D would have made a different decision, even if better information had been provided. On balance I think Mr D would still have taken out the policy.

**my final decision**

For the reasons set out above, I'm not upholding Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 July 2017.

Timothy Bailey  
**ombudsman**