

## **complaint**

Mrs S says Financial Insurance Company Limited (FICL) mis-sold her a payment protection insurance (PPI) policy.

## **background**

This complaint is about a PPI policy Mrs S took out to cover repayments on a store card. It's been agreed that FICL, as the insurer, should take responsibility for the complaint. So, for clarity, I'll refer to FICL in my decision.

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

Having done so, I've decided not to uphold Mrs S's complaint. I'll explain why below.

When selling the PPI, FICL had to make it clear to Mrs S that she had a choice about it. But Mrs S says she was told she had to have the PPI in order to get the store card.

FICL's evidence shows that the PPI policy was taken out more than four years after the store card was taken out. And it's sent us a copy of Mrs S's application form for the store card, which had a box to be ticked if Mrs S wanted PPI but the box hasn't been ticked. So it seems likely the PPI was taken out after the store card, and so I don't think Mrs S can reasonably have thought she had to have the PPI in order to get the store card.

As the PPI was taken out after the store card, it's likely it was sold over the phone. And, based on what I understand about FICL's sales practices in phone sales from around that time, I think it's likely it made it clear to Mrs S that she had a choice about the PPI.

FICL didn't recommend the PPI to Mrs S, so it didn't have to check if it was right for her. But it did have to make sure she got the information she needed to decide if the PPI was right for her.

It's possible the information FICL gave Mrs S about the PPI wasn't as clear as it should've been. But, based on what I've seen of her circumstances at the time, it doesn't look like she was affected by any of the exclusions to or limits on the PPI cover. So it would have been useful for her if something went wrong. It also looks like the PPI was affordable. So I don't think better information about the PPI would have put Mrs S off taking it out.

Mrs S has also said she tried to cancel the PPI, but continued to be charged for it. I can see she wrote to FICL and asked to cancel the policy. But, while FICL is responsible for selling the policy, the store card account is now being provided by NewDay. And so she would need to contact NewDay to cancel the PPI. And I can see that FICL has written to her and

explained this. So I don't think it would be fair to hold FICL responsible for the PPI not being cancelled.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs S to accept or reject my decision before 19 January 2019.

Alan Millward  
**ombudsman**