Financial Ombudsman Service

**complaint**

Mr J says Lloyds Bank PLC (trading at the time as TSB) mis-sold him a payment protection insurance ('PPI') policy with two credit cards – a MasterCard and Visa card. As the credit cards and PPI policies were sold on the dame date, I'll refer to them jointly in parts of my decision.

**background**

Mr J bought the PPI policies in 1995 at the same time as taking out two credit cards.

Our adjudicator didn't uphold the complaint. Mr J 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.

Due to the time that's passed since these polices were sold - nearly 25 years, there's very limited documentary evidence from the sale now available. This isn't at all surprising or unusual, and in situations like this I've to decide what I think is *more likely* than not to have happened - based on the available evidence.

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 J's case.

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

- Mr J has said that he was unaware of requesting any insurance.

  Unfortunately there aren't any notes available of the meeting, and understandably Mr J may not recall it clearly after so long. There are also no copies documents available to me from the time of the sale, which is not at all surprising considering the sale took place so long ago. Lloyds has shown us two example agreements that they say are relevant to this sale, but I've not relied on them when coming to my decision as they're not clearly dated.

  So it's very difficult to know how the PPI was positioned with Mr J. In order for me to uphold this complaint for this reason, I'd have to think that Mr J's account was more likely than that of Lloyds.

  But as these events happened so long ago and as there's no documentary evidence to support either party's position, I have to conclude that Mr J's account is only *as likely* not *more likely*. So on balance I cannot safely conclude that the policies weren't presented as optional or that Mr J wasn't given a choice about taking PPI.

- I've considered that Lloyds recommended the PPI to Mr J as this places more responsibility on them. This means not only did Lloyds have to give Mr J good enough information about the PPI, but they also had to take reasonable steps before making a suitable recommendation based on his circumstances.

As the actual policy documents for Mr J's policies aren't available, I've considered the nearest relevant policy document, alongside what we know more widely about PPI policies sold by Lloyds over a much longer period of time. Having done so, I think that the PPI seems to have been right for him based on what I've seen of his circumstances at the time.

In particular, I've carefully considered what Mr J has told us about his employment circumstances at the time of sale. But I don't think that it would have been very difficult for Mr J to make an unemployment claim.

- It's possible the information Lloyds gave Mr J about the PPI wasn't as clear as it should've been. But Mr J doesn't appear to have been affected by any of the main things the policy didn't cover – and based on what I know about his circumstances it looks like the policy could've been useful to him. So I don't think better information would've stopped him buying it.

I've taken into account Mr J comments, but these points don't change my decision.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 15 February 2019.

Daniel O'Shea
**ombudsman**