

The complaint

Miss R says Barclays Bank Plc - trading at the time as The Woolwich - (Barclays) mis-sold her a mortgage payment protection insurance (PPI) policy.

background

The PPI policy was taken out alongside Miss R's mortgage in 2001. She paid a monthly amount for the policy.

Our adjudicator didn't think we should uphold the complaint. Miss R 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 Miss R's complaint.

Having done this, I've decided not to uphold Miss R's complaint. I'll explain why.

Miss R and Barclays agree the policy was arranged during a meeting. Barclays had to ensure Miss R was made aware she had a choice about buying the PPI. Miss R says it wasn't made clear the policy was optional.

Barclays has provided a copy of Miss R's mortgage documents included a separate application for the PPI. The PPI application form asks applicants to select the level of cover they require and involuntary unemployment only cover has been selected on Miss R's form. There is nothing to indicate the policy was compulsory. So, I think some form of discussion about PPI took place.

From what we know about how Barclays sold these policies at the time, it usual made applicants aware they had an option. Nothing Miss R has said persuades me that Barclays did anything different here.

So overall I think it's more likely Barclays made it clear to Miss R that she had a choice about the PPI and she – at the time - agreed to it.

Barclays recommended the policy to Miss R, so it had to make sure the policy was right for Miss R's circumstances at the time. I think that it was, and I say this because:

- Miss R was eligible for the policy.
- She wouldn't have been caught by any of the things the policy didn't cover – like unusual employment arrangements. So, there was nothing to stop her claiming the full benefit of the policy if she needed to.
- Miss R says she would have received good sick pay benefits from her employer so didn't need the PPI. But the level of cover she selected was for unemployment only, so this point doesn't mean the policy wasn't suitable for her. Miss R hasn't mentioned

what redundancy benefits she would have received from her employer, but the PPI would have paid out in addition to any she might have received.

- The mortgage the policy covered was in Miss R's sole name. And it was a significant and long-term commitment, which was secured against her home. Given the consequences of not keeping up her mortgage repayments, I think having the security that these could have been made for 50 weeks if she lost her job would have been important to her.
- The policy seems to have been affordable and Miss R could've cancelled it at any time, without further cost, if her situation changed or she no longer wanted to pay for it.

As well as making sure the PPI was right for Miss R, Barclays should've also taken steps to give her clear information about the policy, so she could decide if she wanted it. I don't know what steps Barclays took to do this. And it's possible some things weren't explained as clearly as they should've been. But I don't think clear information would have changed Miss R's decision. I think she would have still bought it for the same reasons I think the policy was suitable for her.

Overall, I don't think Miss R has lost out from anything Barclays might've done wrong.

my final decision

For the reasons set out above, I don't uphold Miss R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 20 December 2020.

Claire Marchant-Williams
ombudsman