

complaint

Mr G says Lloyds Bank plc (previously Lloyds TSB Bank plc and trading as TSB) mis-sold him a payment protection insurance ("PPI") policy.

background

This complaint is about a credit card PPI policy taken out in 1995. The policy was added to Mr G's credit card account when he applied for the card. The bank says he applied in a branch in person. Initially Mr G said he could not remember how he applied, but more recently has said he is sure he filled in the form at home.

Our adjudicator did not uphold the complaint. Mr G 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 is fair and reasonable in the circumstances of this complaint. I think the relevant issues to take into account are the same as those set out in the technical note on our website about our approach to PPI complaints.

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

- On balance I think Lloyds made Mr G aware that the PPI was optional and that he chose to take it. Mr G has given various accounts of how he came to have the PPI. He has said that he did not put the tick on the application form to apply for PPI, as he makes ticks in a different way and the tick was made without his authority. But he has also said that he was told he had to take the PPI if he wanted the credit card. I can understand why he may no longer remember the details. But I would have expected Mr G to have understood from the form that the PPI was optional and, if it had been added without his consent, to question that when he was first charged for it.
- Lloyds recommended the PPI to Mr G but it doesn't look as if it was unsuitable for him based on what I've seen of his circumstances at the time. PPI policies vary. Although he was self-employed, Mr G was still eligible for this policy and could have claimed on it.
- It's possible the information Lloyds gave Mr G about the PPI wasn't as clear as it should have been. But on balance I think Mr G chose to take out the policy and so appears to have wanted this type of cover. He was not affected by any of the exclusions or limitations and the policy was competitively priced and apparently affordable. So I think it unlikely he would have made a different decision if better information had been provided. I think he would still have taken out the policy.

my decision

For the reasons set out above, I do not uphold Mr G's complaint.

Hilary Bainbridge
ombudsman