

complaint

Mr W complains about a payment protection insurance (“PPI”) policy that was added to his credit card account by Lloyds Bank PLC (trading at the time of sale as “TSB”).

background

Mr W successfully applied for a credit card with TSB in 1998. It’s unclear exactly when PPI was added to the account. But TSB’s records go back to 2000 and it’s on the account at that stage. The PPI was designed to protect Mr W’s monthly card repayments if he wasn’t working because of accident, sickness, unemployment or redundancy.

Mr W says Lloyds mis-sold the policy. He says he was not aware the PPI was added and cannot recall it being discussed with him.

One of my colleagues looked into Mr W’s complaint and didn’t think it should be upheld. Mr W disagrees and 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 Mr W’s case.

Having done that, I’ve decided not to uphold his complaint for the following reasons:

- Neither Mr W nor TSB can give me much information about the sale. This is not surprising given the amount of time that’s passed. I’ve looked at what Mr W has said about how the policy was sold – that TSB added the policy without his knowledge. But it has been very difficult for me to understand how this would have happened with so little information available about this sale. And in the absence of relevant documentation, a more detailed recollection or further information to support what Mr W has said, I cannot fairly conclude on this occasion that the policy was sold as he suggests it was. I would need to see more information to support what Mr W has said to conclude otherwise.
- I can’t be sure if TSB gave a recommendation to Mr W to have the policy but even if it did recommend the PPI, I think it was suitable for him anyway. Any claim under the policy could be paid for up to 12 months. Mr W would have found the benefit from the cover provided useful in an extended time of need. Mr W also wasn’t adversely affected by any of the policy’s main exclusions. He was self employed but the likely terms given at around the time of sale for self employed policy holders did not seem restrictive or onerous to me. The policy also seemed affordable for Mr W.
- I can’t see that TSB explained about the policy’s main terms as clearly as it should’ve done. But for the same reasons as the policy was suitable, I don’t think this would’ve made a difference to Mr W’s decision to buy the policy.

For the reasons I’ve explained, I don’t uphold Mr W’s complaint.

my final decision

For the above reasons I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 May 2017.

Mark Richardson
ombudsman