

## **complaint**

Mrs D says Bank of Scotland plc (trading as Halifax) mis-sold her a payment protection insurance ("PPI") policy.

## **background**

Mrs D bought the policy in July 1991 in one of the bank's branches at the same time as taking out a credit card. We previously understood it was in June 1990 but have had further information from the bank confirming the date.

Our adjudicator didn't uphold the complaint. Mrs D 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. Where the evidence is incomplete (as some of it is here), I've based my decision on the balance of probabilities – so, on what I think is most likely to have happened in the light of the available evidence and the wider circumstances.

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 D's complaint.

I've decided not to uphold Mrs D's complaint because:

- I think on balance it's most likely Mrs D was told the policy was optional and that she chose to take it. I know Mrs D says she doesn't remember PPI being mentioned at the meeting. Given how long ago this was, I can understand that she might not remember it now - and unfortunately there is no paperwork available from the time of the sale. But, overall, I haven't seen enough evidence to conclude it wasn't sold as optional.
- Halifax recommended the PPI to Mrs D and it doesn't look as if it was unsuitable for her based on what I've seen of her circumstances at the time.
- It's possible the information Halifax gave Mrs D about the PPI wasn't as clear as it should have been. But it's unlikely Mrs D would've been affected by any of the main things the policy didn't cover. And the policy was competitively priced and had a reasonable benefit. So I don't think better information would've stopped her buying it.

I've taken into account Mrs D's comments. But these points don't change my conclusion.

## **my final decision**

For the reasons set out above, I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs D to accept or reject my decision before 11 April 2016.

Rebecca Connelley  
**ombudsman**