

complaint

Mrs H says Lloyds Bank PLC trading as Lloyds TSB mis-sold her a payment protection insurance ("PPI") policy.

background

Mrs H bought the policy in 2002 at the same time as taking out a credit card.

Our adjudicator didn't uphold the complaint. Mrs H 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 Mrs H's case.

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

- Lloyds have provided the actual credit agreement Mrs H signed in 2002. There's a section on it that says 'optional features'. Within here there's a heading which says 'Asset Payment Protection' and a brief description of the PPI protection is just under it. Next to this there are two boxes. Next to the first one it says 'tick yes to take out Asset Payment Protection...' And next to the second box it says 'if you do not wish to protect your payments, tick no'. The 'yes' box has been ticked.

So, I think Lloyds made Mrs H aware that she had a choice about buying the PPI, and that she chose to take it out.

- Lloyds recommended the PPI to Mrs H – and it seems to have been right for her based on what I've seen of her circumstances at the time.

I've considered what Mrs H says about her sick pay. But PPI would've paid out in addition to this and it could've given her cover for up to 12 months for a successful claim. I've also thought about what she says about living with her boyfriend at the time. And that he was working full time. But support from others can't safely be relied on.

- It's possible the information Lloyds gave Mrs H about the PPI wasn't as clear as it should've been. But Mrs H doesn't appear to have been affected by any of the main things the policy didn't cover, like an existing medical condition. So based on what I know about her circumstances it looks like the policy could've been useful to her. So I don't think better information would've stopped her buying it.

I've taken into account Mrs H's comments, including what she says about the purpose of the PPI not being explained to her. But based on the evidence I've looked at I can't fairly say, either way, if this did or didn't happen. So these points don't change my conclusion.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 16 October 2017.

Ketan Nagla
ombudsman