

complaint

Mr M says Santander UK Plc mis-sold him a mortgage payment protection insurance (PPI) policy.

background

This complaint is about a monthly premium PPI policy taken out with a mortgage in 2007. The PPI provided cover if Mr M couldn't work because he was sick or had an accident.

I issued my provisional decision in August 2015 and explained why I didn't think Mr M's complaint should be upheld. In summary, this was because:

- I thought it was likely Mr M knew he had a choice about taking out PPI.
- Santander recommended the PPI to Mr M but it didn't look like it was unsuitable for him based on what I'd seen of his circumstances at the time.
- It's possible Santander didn't make the cost of the PPI clear before Mr M agreed to take it out. But it was free for three months and Mr M was sent a letter once the PPI started showing how much it would cost each month. So I thought he would've understood how much he needed to pay for it once the free period ended.
- Mr M had a health condition when the PPI was sold. And the policy wouldn't have covered him if he'd needed to have time off work because of this condition, or anything related to it, in the first 12 months after the PPI started. But from the way Mr M talks about his condition and because the PPI would cover him for it after 12 months, I didn't think this necessarily meant the PPI was unsuitable.
- It's possible the information Santander gave Mr M wasn't as clear as it should've been. But I didn't think better information would've meant Mr M would've made a different decision about taking out PPI.

Mr M disagreed with my provisional decision. He says he didn't want or need PPI but the sales man kept pressuring him, so he accepted the policy under duress. He also says he wasn't told that any sickness he already had would affect his cover. And when he spoke to Santander some time later, he was told he wouldn't have been paid if he made a claim because he couldn't work because of his existing illness. He says the PPI was cancelled at this time.

Santander responded to confirm it had received my provisional decision and it had nothing further to add.

my findings

I've reconsidered 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 M's case.

While I appreciate Mr M doesn't agree with what I said in my provisional decision, he hasn't given me any new information or evidence that means I'm going to reach a different decision.

Of course, I don't know what Mr M was told when he was sold PPI and I accept he may have felt pressured. But from what he's said, it seems more like the sales man pointed out the benefits of having PPI, rather than putting undue pressure on Mr M. I think Mr M probably could've said no to taking out the policy if he didn't want it.

I explained in my provisional decision why I didn't think Mr M's health condition made the PPI unsuitable. He wouldn't have been able to make a claim if he had time off work because of his existing illness during the 12 months after the PPI started. But after this time he would've been able to. And I've not seen anything to suggest Mr M is likely to have been overly worried about needing time off because of his condition in the first 12 months – he's told us it was under control and he'd never had time off because of it before.

So having considered Mr M's complaint again, looking at what he's said in response to my provisional decision, along with everything else, I still don't think his complaint should be upheld.

my final decision

For the reasons I've explained, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 October 2015.

Claire Allison
ombudsman