

## complaint

Miss C complains that Decidebloom Limited (trading as Stoneacre) mis-sold her a payment protection insurance (PPI) policy. She says Stoneacre didn't make her aware she had a choice about taking out the policy and she didn't need it. She's also said that that Stoneacre didn't give her enough information about the policy.

## Background

In 2010, Miss C took out a £14,968 (excluding interest) loan to buy a car. At the same time, Stoneacre sold Miss C a PPI policy.

The policy would've settled the loan agreement if Miss C was diagnosed with a critical illness or if she died.

Our adjudicator didn't uphold the complaint. She said Miss C was made aware there was a choice in taking out the policy. And she thought Miss C would still have taken out the policy if she'd been given better information about it. Miss C disagreed.

## 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 Miss C's case.

For the reasons below, I've decided not to uphold Miss C's complaint.

Miss C's told us that Stoneacre didn't make her aware she had a choice about taking out the policy. She says '*I was a single female, new to car finance and felt targeted, victimised and forcefully persuaded.*' Stoneacre says Miss C would've been told about the PPI and it would've been presented to her as a choice during the meeting and in the paperwork she was given.

I don't know what was discussed at the time, but looking at the available evidence I think that Miss C most likely knew she was taking out PPI. And I think, on balance, she was made aware there was a choice in having the policy.

I've been given a copy of Miss C's *Demands and Needs* document, which was completed at the time to determine if any insurances were needed. I can see that Miss C signed below the section to 'Accept Cover'. Above this, in larger writing it said, '*Payment Protection is optional*' and ticks were placed in the cover selected – this could've included, life, critical illness as well as accident and sickness cover. Redundancy, unemployment and hospitalisation cover were also available. The form also had the option to decline to take out any insurance.

Miss C also signed an 'acknowledgement' document to confirm that finance and insurance products had been explained to her. The insurances selected on this document included, life and critical illness cover. Miss C further signed underneath the *Statement of Price*, which set out the costs for the PPI as £29.76. And in a separate section on the loan agreement, a tick was placed in the box to take out PPI. Miss C signed this section – separately to where she signed to agree to the credit.

Weighing everything up, I think Miss C would've been aware that she had a choice about taking out the policy. So I don't uphold Miss C's complaint on this point.

I don't think Miss C was advised to take out the PPI. The available documentation shows that Stoneacre didn't offer advice when it sold insurance. And I've not seen enough to make me think it did anything differently in Miss C's case.

This means Stoneacre didn't have to find out about Miss C's circumstances to make sure the policy was right for her. But it did have to give Miss C enough clear information so that she could decide if she should take out the policy.

I can't say that Stoneacre did what it needed to when it sold the policy. I don't know how the policy terms were presented to Miss C, and because it seems all the sales paperwork (including the policy summary) was completed on the same day, I don't know what time Miss C had to go through it. I also don't know if the policy document would've been made available to her. But on balance, I think Miss C would still have gone ahead with the policy if Stoneacre had given her better information about it.

I say this because Miss C was eligible for the cover and I've not seen anything in her circumstances to suggest she would've found it difficult to make a claim if she needed. Miss C told us she had some sick pay available to her. And the records completed at the time show Miss C had been with her employer for 2 months. The policy would've cleared her loan balance if she suffered from a critical illness. While I've noticed Miss C has said she could've relied on her savings, the policy would've meant she didn't need to do this. So her savings could remain intact.

I've already said that the cost of the policy was set out in the paperwork Miss C signed. So I think she knew how much the policy cost and I've not seen any evidence that this was unaffordable for her.

Overall, I think Miss C was aware she had a choice in taking out the policy. I think it's possible better information could've been given to Miss C about the PPI, but I think if Stoneacre had done everything it needed to, I think she still would've taken out the policy given her circumstances at the time.

I am aware that Stoneacre have previously offered Miss C a payment as a gesture of goodwill. If Miss C now wants to accept the offer, she should contact Stoneacre directly to see if it's still available.

**my final decision**

For the reasons I've explained, I've decided not to uphold Miss C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 11 April 2016.

Sharon Kerrison  
**ombudsman**