

complaint

Mr W says Lloyds Bank PLC, trading as TSB, mis-sold him a payment protection insurance ("PPI") policy.

background

Mr W took out a credit card in 1996, which had PPI added to it.

Our adjudicator didn't uphold the complaint. Mr W 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 Mr W's case.

I've decided not to uphold Mr W's complaint and I'd like to explain why in more detail.

The adjudicator has said that they thought the policy was sold at some point between the credit card being taken in February 1996 and the first statement available showing PPI on the account in January 2000. As Mr W's complaint mainly focusses around being told he needed to take the PPI in order to get the credit card, I think it's more likely he took the PPI at the same time as taking the credit card in 1996.

Mr W has said the PPI was sold to him in a meeting. Lloyds can't say how it was sold. So, based on Mr W's recollection, I think it's most likely the PPI was sold in a meeting. Lloyds don't have a copy of the original paperwork Mr W would have completed. This isn't surprising or unusual as the sale happened over 20 years ago. Lloyds have provided a copy of a sample application form which they say would've likely been completed by Mr W. I can see it's dated near the time of when the PPI was sold and that a box would have needed to be ticked to select PPI.

I appreciate Mr W has said he was told he needed to take the PPI to get the credit card. As I wasn't there, I don't know what was said, and Mr W hasn't gone into detail about why he feels this. Based on the evidence available, I think it's most likely that Lloyds would've made Mr W aware that he had a choice about buying the PPI and that he chose to take it.

Because of the amount of time that's passed, Lloyds don't know if they recommended the policy to Mr W. Because of this, they've accepted they did – which means that had to make sure it was right for Mr W. And it seems to have been right for him based on what I've seen of his circumstances at the time. I've thought about what Mr W has said about his sick pay and savings. But PPI would've paid out *in addition* to this and could've given him cover for up to 12 months for a successful claim. So I think it could've been of use to Mr W.

It's possible the information Lloyds gave Mr W about the PPI wasn't as clear as it should've been. But Mr W doesn't appear to have been affected by any of the main things the policy

didn't cover – and, as explained earlier, it looks like the policy could've been useful to him. So I don't think better information would've stopped him buying it.

I've taken into account Mr W's comment, but these points don't change my conclusion.

my final decision

For the reasons set out above, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 20 January 2017.

Rebecca Norris
ombudsman