

## **complaint**

Mrs D complains that Lloyds Bank plc (trading as TSB) mis-sold payment protection insurance (PPI) to her.

## **background**

In 1996 Mrs D took a credit card from Lloyds. She was sold PPI towards payments on that. She says that the PPI was attached to the card without her knowledge or consent. If she had been properly informed about it she would have declined it.

Our adjudicator did not recommend that the complaint was upheld. Mrs D disagreed and so the complaint has come to me to make a final decision.

## **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 D's case.

Understandably when the sale took place over 20 years ago, Lloyds does not have any original documents Mrs D signed. She thought the PPI had been sold to her at a meeting in 2000. From the computer records I have seen I am satisfied that, although Mrs D had a number of different credit cards from Lloyds at different times, the one with the PPI was taken in 1996 and the account was closed in 2004. Although we know from statements the PPI was in place by January 2000, we don't know exactly when it started as no earlier statements are available. I think it is most likely the PPI was actually sold at the same time as the card, in 1996.

The best evidence we have about what Mrs D would have known when the PPI was sold is a sample Lloyds provided of the type of form used at that time to apply for TSB credit cards. That contains a clear section about PPI and a box to tick if the consumer wished to take it. It seems likely Mrs D would have signed a similar form to the sample. So, from that, I think that it is more likely than not that Mrs D agreed to take the PPI, knowing that it was optional. I can understand why she might not remember that so much later.

Although Mrs D said Lloyds did not give advice about the PPI, it says it probably did. When we think the PPI was sold in a meeting I agree that that is likely. In that situation Lloyds needed to check that the PPI was suitable for Mrs D. I think it was:

- Mrs D was eligible for the policy;
- She does not seem to have been affected by any of the things which might make it particularly difficult for some people to make a successful claim (eg having an existing medical condition);
- Although the form Mrs D signed when she originally complained to us said she had worked for the same employer for 38 years by 2000. She has now said that in fact she only worked there for about three years before the PPI was sold. But that doesn't make a significant difference as to whether or not the PPI was suitable;

- Mrs D said she was eligible for six to twelve months of sick pay from her employer. With only three years employment there she would be unlikely to get any significant payment if she had been made redundant. She said she didn't have any savings. But after an initial 30 day waiting period she could have claimed under the PPI policy for up to twelve months if she was sick, injured or lost her job, and it would have paid 10% of the balance each month. I think it could have been useful to her, especially if she suffered any longer term sickness or lost her job.

I can't be sure Mrs D was given enough information about the PPI (especially about the costs and benefits). But from what I know of her circumstances, I can't see that she would have made a different decision and not taken PPI if she had been better informed. So I don't think she lost out because of anything Lloyds did wrong.

### **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 20 February 2017

Hilary Bainbridge  
**ombudsman**