Financial Ombudsman Service

complaint

Mr B says Barclays Bank Plc ("Barclays") mis-sold him a payment protection insurance (PPI) policy.

background

I attach my provisional decision of 2 December 2015, which forms part of this final decision.

In my provisional decision I set out why I didn't intend to uphold Mr B's complaint. I invited both parties to make any further comments before I reached a final decision.

Following this, both Barclays and Mr B confirmed receiving my decision. But neither of them provided anything further for me to consider.

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 B's case.

As neither party has disputed my findings, I see no reason to alter the conclusions reached in my provisional decision of 2 December 2015.

my final decision

For the reasons set out above and in my provisional decision of 2 December 2015, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 5 February 2016.

Jeshen Narayanan
ombudsman

COPY OF PROVISIONAL DECISION

complaint

Mr B says Barclays Bank Plc ("Barclays") mis-sold him a payment protection insurance (PPI) policy.

background

Mr B bought the policy in 1996 at the same time as taking out a loan in a Barclays branch. The loan included an amount to pay for the policy.

Our adjudicator upheld the complaint. Barclays disagreed with the adjudicator's opinion so the complaint has been passed to me.

my provisional 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 B's case.

I don't intend to uphold Mr B's complaint because:

- Barclays has provided a copy of Mr B's signed credit agreement. This shows that an additional amount was being borrowed for PPI. And what I know of Barclays' sales process at the time is that PPI would've only been included on the credit agreement if the box was ticked to buy it on the loan application form that would've been completed before this. I don't know what Mr B was told in the meeting, or in the telephone call that he says took place before this. But I've not seen enough to say the usual process wasn't followed here. So considering everything I think it's likely Barclays made Mr B aware the PPI was optional and that he chose to take it out.

- Barclays recommended the PPI to Mr B, but it doesn't look as if it was unsuitable based on what I've seen of his circumstances at the time. Mr B says he would've received some sick pay and he had some savings. But the policy would've paid out in addition to this and potentially for a longer period of time.

- The cost of the policy was shown – including the amount of the premium, the interest payable on the premium and the total cost. So I think Mr B would've understood how much the PPI would cost if he kept the policy for its full term. I've also not seen anything to suggest that Mr B couldn't have afforded it either.

- Mr B would've received a limited refund of the PPI premium if he cancelled the policy early. I don't know if Barclays thought about this when it recommended the policy or explained the situation clearly to Mr B. But I've seen nothing to suggest he thought he'd repay the loan early at the time he took it out. So I don't think this made the policy unsuitable or better information about this would've stopped him buying it.

- It's possible Barclays didn't point out the main things the policy didn't cover. But it's unlikely Mr B would've been affected by any of these.

my provisional decision

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

If Barclays or Mr B have anything further to add before I issue my final decision, they should ensure anything they send reaches me by 4 January 2016.

Jeshen Narayanan
ombudsman