

complaint

Mr A complains that Bank of Scotland plc trading as Halifax ("Halifax") mis-sold him a total mortgage protection plan ("TMPP").

background

The TMPP policy was part of a package. It included a payment protection insurance ("PPI") policy which covered Mr A for accident, sickness and unemployment and would have paid for up to 12 months per claim. The policy also covered Mr A for life and critical illness. To be clear I have only looked at Mr A's complaint about PPI.

Our adjudicator didn't uphold Mr A's complaint. Mr A didn't agree with this view and asked that an ombudsman review the case and provide 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 Mr A's case.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened in light of the available evidence and the wider surrounding circumstances.

I have decided not to uphold Mr A's complaint and I've set out my reasons below.

Mr A has told us that he felt he had to take PPI out on the day and that it wasn't optional. I can't be sure what was discussed between Mr A and Halifax. But I can see that the policy was taken out after Mr A took out his mortgage. And I note that the welcome letter sent to Mr A states; "*Thank you for choosing our optional Halifax Total Mortgage Protection Plan (TMPP).*" From the paperwork I have seen I think it's more likely on balance that Mr A chose the PPI for the protection it gave him knowing he had the option to accept it or decline it.

Taking everything into account, I think Halifax recommended the policy. So Halifax had to make sure it was a suitable policy. It also had to make sure that it gave Mr A enough clear information so that he could decide for himself whether or not to take out the policy.

Mr A says that the policy wasn't suitable for his circumstances at the time. I can't say that the policy was unsuitable. I say this because:

- I think Mr A was eligible for the PPI given his circumstances and the PPI terms and conditions.
- I don't think he would have been caught by any significant exclusions and limitations which would have limited the policy's main benefits, such as those affecting self-employed people or people with pre-existing medical conditions and so he could have benefitted from the full extent of the cover.

- Mr A hasn't indicated he had any savings. So this policy would have provided a useful benefit for Mr A. It would have paid out in addition to his savings and allowed him to use his savings for other expenses.
- I haven't seen anything which makes me think the costs of the policy were unaffordable.

In summary, it seems likely to me on balance that Mr A understood he was choosing to take out the PPI for the peace of mind and protection it gave him if he was off work through sickness or accident or became unemployed. Mr A says that Halifax didn't explain everything in detail. As the sale happened some time ago I can't be certain what was presented to him at the time of the sale. But for the same reasons as I think the policy was suitable I think it's unlikely he would have made a different decision about whether to take out the PPI even if better or clearer information had been given to him.

my final decision

For the reasons I have given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 February 2016.

Nicola Woolf
ombudsman