Financial Ombudsman Service

complaint

Mr A complains that a hospital cash plan was mis-sold to him by Barclays Bank PLC. He is being helped with his complaint by a representative.

background

Mr A took out a hospital cash plan in December 2000. He cancelled the plan in December 2008. He complained to Barclays earlier this year that the plan had been mis-sold to him. He says that the policy was unsuitable for him and that he was advised to take it out by a sales person in a branch of Barclays. He was not satisfied with Barclays' response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. He concluded that Mr A had not provided enough information to show that the plan had been mis-sold to him.

Mr A's representative, on his behalf, has asked for this complaint to be considered by an ombudsman.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Barclays says that the plan was sold through leaflets in its branches and was a non-advised sale. So it says that the decision to take out the plan was the choice of Mr A. It says that the plan was cancelled in 2008 and that it has no documents about the sale of the plan. There is no requirement for Barclays to retain documents from that long ago. And I find that it is not unreasonable that it no longer has those documents.

Mr A originally complained that payment protection insurance had been mis-sold to him. But the hospital cash plan is not a payment protection insurance policy. Mr A now says that the plan was unsuitable for him. But he has not provided any evidence to support his claim that it was unsuitable for him when he took it out in 2000.

Although he says that he was advised to take out the plan by a sales person in a Barclays' branch, I am not persuaded that he has provided enough evidence to show that he was advised to take out the plan. I consider it to be more likely that the plan was sold to him on a non-advised basis. So it would have been his decision as to whether or not to take out the plan.

Nor am I persuaded that there is enough evidence to show that the plan was unsuitable for Mr A or that it was mis-sold to him. So I find that it would not be fair or reasonable for me to require Barclays to refund to him the premiums that he paid for the plan or to take any other action in response to his complaint.

my final decision

For these reasons, my decision is that I do not uphold Mr A’s complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A to accept or reject my decision before 22 January 2016.

Jarrod Hastings
ombudsman.