

complaint

Mrs S says Decidebloom Limited (trading as Stoneacre) mis-sold her an insurance policy.

background

In 2008 Mrs S took out a hire-purchase agreement to buy a car. At the same time she took out an insurance policy costing £20.50 a month, which would pay off what was owed on the agreement if she died or got a serious illness.

One of my ombudsman colleagues considered Mrs S's complaint and issued a provisional decision in February 2016 explaining why she didn't think the complaint should be upheld. Decidebloom said it had nothing to add following receipt of the provisional decision and we didn't get a reply from Mrs S.

The case has been passed to me to make a final decision in my colleague's absence.

my findings

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

The policy Mrs S took out wasn't a traditional payment protection insurance (PPI) policy, as it didn't cover her for being off work sick, or losing her job. But I think the relevant issues here are much the same as our well-established approach to PPI complaints, which is set out on our website. And I've taken that into account in deciding this case.

Having done so, I agree with my colleague that we can't fairly uphold this complaint. That's because:

- I think Decidebloom made Mrs S aware she had a choice about whether or not to take out the policy and she chose to do so.
- I think Mrs S believed Decidebloom recommended she take out the policy. But it doesn't look like it was unsuitable based on what I've seen of her circumstances at the time. Mrs S has said she didn't need the policy because she had similar cover already in place. But the only paperwork she's sent us is for a decreasing term assurance policy taken out nearly two years after she bought the policy this complaint concerns. So it does look like she had a need for the cover when it was sold.
- The paperwork completed at the time showed how much the policy would cost each month.
- It's possible Decidebloom didn't give enough information about the main limits and exclusions to the policy cover. But it doesn't seem likely Mrs S would have been affected by any of those things. So I don't think having more information would have changed her decision to buy the policy.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 11 April 2016.

Ruth Hersey
ombudsman