

## **complaint**

Mr H says Allianz Insurance Plc (Marks & Spencer) mis-sold him a payment protection insurance (PPI) policy.

## **background**

Mr H bought the policy in 1996 at the same time as taking out a Marks & Spencer personal reserve account.

Mr H says the policy was mis-sold because he was told he *had* to take it to get the account he was applying for. He also says he didn't need the policy because he was able to make his repayments himself if something went wrong.

Our adjudicator didn't uphold the complaint. Mr H disagreed with the adjudicator's opinion, so the complaint has been passed to me.

## **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 H's case.

Having done that, I've decided not to uphold Mr H's complaint. I'll explain why.

Mr H says he was told he *had* to take the policy to get his personal reserve account and, in response to our adjudicator's initial assessment, he also says he felt pressured into taking it.

I don't know what was said to Mr H when he bought the policy. But, understandably, his recollection isn't very detailed. And as the sale took place roughly 20 years ago, I don't think there's enough to say Marks & Spencer pressured him into taking it.

Marks & Spencer has given us a copy of Mr H's personal reserve account application form. On that there is a section on PPI – and in that section, he ticked to say he wanted the policy before completing his name and date of birth.

So I think Mr H agreed to take the policy and I also think it's more likely he did that knowing he had a choice doing so.

I don't think there's enough to say Marks & Spencer recommended the PPI policy to Mr H – so it didn't have to make sure it was suitable for him.

But, Marks & Spencer did have to give Mr H clear information - and enough of it. So that's what I've looked at.

It's possible Marks & Spencer didn't disclose all of the information it needed to as clearly as it could have – including information about the cost and benefit of the policy as well as what it did and didn't cover. But it's unlikely he would've been affected by any of the main things the policy didn't cover given his circumstances. And while I accept he had some sick pay and savings, the policy offered to pay 15% of his balance (at the date of claim) – giving him

additional breathing space if something went wrong financially. So I don't think Mr H would've acted differently – and not taken the policy – had he been given clearer information overall.

As a result, I don't think Marks & Spencer mis-sold the policy to Mr H – and so I don't think it owes him any money.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 January 2017.

Morgan Rees  
**ombudsman**