

## **complaint**

Ms F complains that Lloyds Bank PLC (trading as TSB) mis-sold her a payment protection insurance ("PPI") policy.

## **background**

In 1995 Lloyds and TSB merged and Lloyds has dealt with this complaint – so although TSB sold Ms F PPI, from now on I'll mostly just say 'Lloyds' in my decision.

From what I've seen Ms F bought the policy sometime between July 1996 (when she opened her TSB credit card account) and January 2000 (by which time her credit card statements show she was paying for PPI).

Ms F said she wasn't asked if she wanted PPI and that the policy terms and conditions weren't explained to her. In particular, Ms F says that the policy wasn't suitable for her because she was self-employed.

The adjudicator didn't think the policy was mis-sold. Ms F disagrees, so her complaint has been passed to me for 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 payment protection insurance on our website and I've taken this into account in deciding Ms F's case.

I've decided not to uphold Ms F's complaint and I'll explain why.

Ms F says she bought the policy at a meeting at a branch. Lloyds says it recommended the policy to Ms F so I've looked at her complaint on this basis.

The original paperwork from the sale is no longer available. So, in reaching my decision, I've looked at what Ms F and Lloyds have told us, along with information this service has gathered about the way the bank sold PPI at the time. Obviously, I can't know exactly what was said to Ms F during the sales meeting. And whilst I don't doubt Ms F is sure about what she's told us, that's not enough on its own for me to uphold her complaint as I can't be sure she's remembered everything that happened so long ago.

Lloyds has provided a sample credit card application from around the time of the sale. Looking at it, I can see that Ms F would've had a choice of ticking a box to show that she wanted to buy PPI cover. So, despite what Ms F says now about PPI not being mentioned, I think she would've known she had a choice about whether to buy the policy and she decided she wanted to.

As the bank recommended Ms F buy the PPI policy it had to take reasonable steps to make sure the cover was suitable for her. And it had to give her important information she needed to know in a clear way.

Ms F was eligible for the PPI cover. I've taken into account Mr F's comments, including what she's said about being self-employed. But I don't think this would've made it particularly difficult for her to make a claim. And she doesn't appear to have had significant other means to make her credit card repayments if she couldn't work. So I can't reasonably say that she didn't need PPI.

The policy would've protected Ms F's credit card monthly repayments for up to 12 months. So I think the bank's PPI recommendation was suitable for Ms F.

I don't know if the PPI cost was made clear to Ms F at the time she bought the policy. But from what I've seen, Ms F hasn't suggested that she couldn't afford the monthly premiums.

Overall it's possible there may have been shortcomings in the way this policy was sold. But I think Ms F still would've decided to buy the policy if she'd been better advised and informed as the policy gave her useful protection in her particular situation.

I've thought carefully about what Ms F has told us in response to our adjudicator's finding, including that she owned her own business and that her husband was in full time employment, but this doesn't affect my decision.

#### **my final decision**

For these reasons, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 12 January 2017.

Michael Ranaghan  
**ombudsman**