

complaint

Mr Q has complained that NewDay Ltd (NewDay) mis-sold his credit card payment protection insurance (PPI) policy.

background

Mr Q purchased the insurance in connection with a credit card in 1998.

The adjudicator did not uphold Mr Q's complaint.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I think the relevant issues to take into account are the same as those set out in the information on our website about our approach to PPI complaints.

I've decided not to uphold Mr Q's complaint.

The sale of the insurance was made with a postal application for a credit card. Mr Q has said that he was led to believe that the insurance was compulsory. He has also said that he did not apply for the insurance in his initial credit card application. NewDay has provided a copy of Mr Q's application form. There is a separate section for the insurance with the option to select or decline the insurance by ticking the relevant box. The box to select the insurance has been ticked. And Mr Q has signed the agreement.

Whilst I have taken into account Mr Q's testimony, without stronger testimony and without sufficient evidence, I cannot safely reach the conclusion that the policy was not presented as optional and that he chose to buy it.

NewDay have said that Mr Q would have been sent policy documents along with the terms and conditions when the insurance was arranged. Unfortunately, neither NewDay nor Mr Q have been able to provide any policy documents relating to the sale. So I have very little evidence to consider in this case. And the credit agreement does not provide any information about the costs, benefits or exclusions and limitations.

At the time of sale Mr Q was self-employed and not entitled to any sick pay. But without the policy documents I cannot say that Mr Q would've been unable to claim on the policy, just because he was self-employed. It is just as likely that he *would've* been able to make a claim for sickness or unemployment.

Unfortunately, the fact is, with so little information available and without stronger testimony, I am unable to say that Mr Q has demonstrated a failure in the sales process by NewDay. I therefore am unable to conclude that NewDay mis-sold the policy to Mr Q.

my final decision

For the reasons set out above I do not uphold this complaint or make any award against NewDay Ltd.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr Q to accept or reject my decision before 9 February 2015.

Paul Bishop
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