

complaint

Mr M complains that Lloyds Bank Plc ("Lloyds") mis-sold him a mortgage payment protection insurance ("MPPI") policy in 1994.

background

Mr M bought a MPPI policy in November 1994 to protect his mortgage repayments. The policy was sold during a branch meeting. The policy and mortgage commenced in January 1995 and both ended in April 2000.

Mr M believes Lloyds mis-sold the policy.

Our adjudicator didn't uphold the complaint. As the complainant doesn't agree with the adjudicator's opinion, the complaint has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what is 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 M's case.

I've decided not to uphold Mr M's complaint because:

- I can't be sure how the policy was presented to Mr M during the meeting back in 1994. But I've looked at what he has said about how the policy was sold and I think, after considering the documentation provided including looking at a copy of the application form, it is just as likely that he was advised it was a good idea to have the insurance to protect his mortgage repayments.
- I think Lloyds recommended the MPPI to Mr M, but it doesn't look as if it was unsuitable for him based on what I've seen of his circumstances at the time.
- Lloyds has provided some information about the costs relating to the MPPI that Mr M took out. From the sales documentation I have seen I am persuaded Mr M was given enough information about the cost to decide if he wanted to take the MPPI policy.
- Its possible Lloyds didn't point out the main things the policy didn't cover. But its unlikely Mr M would've been affected by any of these.
- Mr M was taking on a financial commitment secured against his home. As such, I consider that the policy provided him with a useful additional benefit (over and above his employment benefits) for a reasonable cost to protect his home in the event that it was necessary for him to make a claim. I'm not persuaded Mr M would have avoided protecting his repayments given the serious consequences of defaulting on a debt secured against his home.

I've taken into account Mr M's comments when he made his complaint, but these points don't change my conclusion.

my final decision

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

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

Mark Richardson
ombudsman