

complaint

This complaint is about a credit card payment protection insurance (PPI) policy taken out in 2000. Mrs N says Lloyds Bank PLC, trading as TSB (“Lloyds”) mis-sold her the PPI.

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 Mrs N's case.

I've decided the policy wasn't mis-sold because:

- Mrs N says she believed the PPI was a condition of the credit agreement and wasn't given the option to decline the policy. But I think Lloyds made it clear that Mrs N didn't have to take out the PPI and she chose to take it out – although I can understand why she can't remember this.

I say this because Lloyds has given us a copy of the credit card application Mrs N saw and signed from the point of sale. I can see there's a section for PPI and a 'yes' or 'no' option. The box has been ticked to say 'yes' to PPI.

Mrs N has told us the application form was completed by the advisor and she was asked to sign it. I can see Mrs N signed the credit card application confirming she agreed to the information contained in it – so I think this reflected what she wanted. She could have said 'no' to PPI if this was something she didn't want.

I've also not seen anything which suggests the PPI was a condition of the credit card or that Mrs N had to have it.

- Lloyds recommended the PPI to Mrs N so it had to check that the PPI was right for her – and based on what I've seen of her circumstances at the time, I think that it was. For example she wasn't affected by any of the exclusions to or limits on the PPI cover and she seems to have had a need for the cover.
- It's possible the information Lloyds gave Mrs N about the PPI wasn't as clear as it should've been. Mrs N doesn't think that it was. But she chose to take it out – so it looks like she wanted this type of cover. And it seems like it would have been useful for her if something went wrong. It also looks like it was affordable. So I don't think better information about the PPI would have put her off taking out the cover.
- Which means Lloyds doesn't have to pay back all of the cost of the PPI to Mrs N.

But Lloyds will pay back *some* of the cost of the PPI to Mrs N because:

- When the policy was sold, Lloyds expected to get a high level of commission and profit share (more than 50% of the PPI premium) – so it should have told Mrs N about that. Because Lloyds didn't tell Mrs N, that was unfair.

- To put that right, Lloyds has basically offered to pay back the amount of commission and profit share that was above 50% of the PPI premium – and I think that offer is fair in this case.

I've thought about everything Mrs N has said, but for the reasons mentioned above, these points don't change my conclusion.

It appears there has been some confusion around whether Mrs N had a medical condition at the time of sale. Mrs N and her representative in the information sent to us have said she had no medical condition at the time. We contacted Mrs N's representative during our investigation to ask about this further. As no response was received and, from the information I've seen, I think it's more likely that Mrs N didn't have a medical condition at the time of sale.

what the business needs to do

Lloyds has to pay back to Mrs N any commission and profit share it got that was more than 50% of the PPI premium. Lloyds should also pay back to Mrs N any extra interest she paid because of that.

Lloyds should re-work the credit card account and pay back to Mrs N the difference between what she owes and what she would've owed if the commission and profit share it got hadn't been over 50% of the cost of the PPI. Lloyds should also pay Mrs N 8%* simple interest if she paid off her credit card at some point.

*Businesses have to take basic rate tax off this interest. Mrs N can claim back the tax if she doesn't pay tax.

my final decision

The PPI policy wasn't mis-sold – so Lloyds Bank PLC does not have to pay back all of the cost of the PPI to Mrs N.

But Lloyds Bank PLC does have to pay back to Mrs N any commission and profit share it got that was more than 50% of the PPI premium.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 30 April 2018.

Staci Rowland
ombudsman