

complaint

Mr and Mrs B complain that Lloyds Bank Plc (“Lloyds” trading at the time of sale as TSB) mis-sold them a mortgage payment protection insurance (“MPPI”) policy.

background

Mr and Mrs B bought a MPPI policy which started in March 1995 to protect their mortgage repayments. The policy was added during a meeting with an advisor from Lloyds. Mr B was covered against accidents, sickness and unemployment.

In 1998, Mr and Mrs B applied for a further advance and amended their MPPI policy to reflect the change in repayment amount. The policy and mortgage ended in 2005.

Mr and Mrs B believe Lloyds mis-sold the policy. They say they were led to believe PPI was part of the mortgage package and the costs and terms were not outlined to them.

Our adjudicator didn't uphold the complaint. As Mr and Mrs B don'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 and Mrs B's case.

I've decided not to uphold Mr and Mrs B's complaint because of the following reasons:

- I can't be sure how or if the policy was presented to Mr and Mrs B during the meeting and a lot of time has passed since they were sold it. I've looked at what they said about how the policy was sold – including that they think they were led to believe they had to have it. But I think, after considering the documentation provided and what I know of how Lloyds sold policies at that time, it is most likely that they were advised it was a good idea to have the insurance to protect their mortgage repayments, and they took it on that advice.
- I have come to this conclusion because the sales documentation I have suggests to me that the policy was presented as optional. I can see on the mortgage application form that a box is ticked agreeing to the MPPI policy. There is also a written comment regarding Mr B being covered only. This would suggest to me that a conversation was had between the advisor and Mr and Mrs B regarding the cover and Mr and Mrs B then chose it by signing the application form. So although it is possible the sale took place as Mr and Mrs B recollect, I have not seen enough information to support what they say so that I can safely conclude anything other than they were given a choice to have the policy.
- Moving on, I think Lloyds recommended the MPPI to Mr and Mrs B, but it doesn't look as if it was unsuitable for Mr B (as the sole policy holder) based on what I've seen of his circumstances at the time. The benefits provided by the policy would have paid out in addition to the provisions he had, in a difficult time. Mr B didn't have enough provisions that I can see at the time of sale that would have meant he wouldn't have had at least

some use of the benefit offered by having the cover. I can also see no other reasons such as a significant or restrictive term that would make the policy unsuitable.

- I'm unsure as to whether Lloyds clearly disclosed the costs of the policy to Mr and Mrs B. But even if it did, it wouldn't have changed Mr and Mrs B's decision to have the policy for the reasons I have already given. It was reasonably priced compared to similar policies available at the time and to the monthly mortgage repayment. And Mr and Mrs B could have cancelled the MPPI if it did become unaffordable.
- I consider that the policy provided Mr and Mrs B with a useful additional benefit (over and above Mr B's provisions) for a reasonable cost to protect their home in the event that it was necessary for Mr B to make a claim. Its possible Lloyds didn't point out the main things the policy didn't cover. But its unlikely Mr and Mrs B would've been affected by any of these based on Mr B's circumstances at the time.

I know this will come as a disappointment to Mr and Mrs B, but on balance, I do not uphold their complaint for the reasons that I have given.

my final decision

I don't uphold Mr and Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs B to accept or reject my decision before 6 December 2017.

Mark Richardson
ombudsman