

complaint

This complaint is about a credit card payment protection insurance (PPI) policy taken out between 1997 and 2000. Mrs M says Lloyds Bank Plc (trading as TSB) 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 M's case.

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

- Mrs M can't remember when the policy was sold. Lloyds also can't be certain when the PPI was sold but has assumed it was sold when the credit card was taken out in 1997. Lloyds has given us a statement from 2000, which is the earliest available statement and it shows PPI was already on the account – it's likely the policy was added sometime between 1997 and 2000. So I've looked at the complaint on this basis but I think it was most probably sold when Mrs M applied for the credit card.

I don't have any notes of a meeting, so I don't know what was discussed. And I've not seen any paperwork from the time that's been signed by Mrs M. But based on what Lloyds and Mrs M have told us, along with what I know generally about how Lloyds usually sold PPI at the time, on balance I think Lloyds made it clear that Mrs M didn't have to take out the PPI and she chose to take it out – even if understandably she doesn't recall that now, many years later.

- Lloyds recommended the PPI to Mrs M 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 M about the PPI wasn't as clear as it should've been. 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 M.

But Lloyds will pay back *some* of the cost of the PPI to Mrs M 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 M about that. Because Lloyds didn't tell Mrs M, 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 M has said - including what she has said about her husband being able to help with the repayments if needed. But this policy would've help reduce her reliance on her husband as peoples circumstances can change over time and he may not have been in a position to help when needed. So this point doesn't change my decision.

what the business needs to do

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

Lloyds should re-work the credit card account and pay back to Mrs M 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 M 8%* simple interest if Mrs M paid off her credit card at some point.

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 M.

But Lloyds Bank Plc does have to pay back to Mrs M 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 am required to ask Mrs M to accept or reject my decision before 2 March 2018.

Jag Dhuphar
ombudsman

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