

## **complaint**

Mrs M says Lloyds Bank Plc (trading as "TSB") mis-sold her payment protection insurance ('PPI') on her credit cards.

## **background**

Mrs M took out two credit cards with TSB in 1994. One was a TSB Visa card and the other a TSB MasterCard. Mrs M was sold PPI policy which provided accident, sickness, unemployment and life cover for both cards.

Our adjudicator didn't uphold the complaint. Mrs M disagreed with the adjudicator's opinion, so the complaint has been passed to me.

## **my findings**

I've considered all the available evidence and arguments to decide what's 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 not to uphold Mrs M's complaint, and I'll explain why.

The evidence available shows the PPI was taken out at some point between 1994, when Mrs M opened her credit card accounts, and 2000 which is the earliest date statements are available showing PPI being charged. Both Mrs M and TSB think this policy was taken out in a meeting. I've not any evidence which suggests otherwise so, I've also considered this to be a branch sale.

Mrs M said it was not made clear to her that the policy was optional. On the other hand, TSB have they would've obtained Mrs M's explicit consent to purchase the PPI before the sale was concluded.

Due to the length of time since the sale, there's no paperwork now available so I don't know much about how the PPI policy was sold or what, if anything, was discussed at the time. This isn't surprising considering how long ago this policy was sold. TSB have sent us an example of the application form that they say would've been used for this type of sale in around 1994. As I can't safely say that this was the application form Mrs M would've filled in, or if indeed she took out the PPI at this time at all, I've not relied on it.

So I haven't seen any documents that clearly show PPI was presented as optional or shows that Mrs M consented to taking out the PPI. But I also haven't seen anything to support what Mrs M has said either, and I wouldn't expect her to remember every detail from the sale given the time that's passed.

What I have seen are Mrs M's credit card statements from 2000 onwards, which TSB say are the earliest available statements. These show PPI being charged on this account as a separate entry on the statements. I think if Mrs M hadn't given her consent to having the PPI, she would've questioned this with TSB when she saw it on her statements.

Even though I don't have much information about the sale of this PPI, in order to come to a fair outcome I have to consider what I think is most likely to have happened. Having considered everything, and without stronger evidence on the contrary, I think that TSB made Mrs M aware that she had a choice about PPI and she chose to take it.

TSB said they think they would've recommended the PPI, and Mrs M thinks she was given a recommendation to take it out too. So I've considered this to be an advised sale, which means TSB had to take reasonable steps to ensure the PPI was suitable for Mrs M.

As I don't know the exact date of when the PPI was sold, I can't safely say that I've seen the actual wording of Mrs M's policy. So, I've considered what Mrs M has told us about her circumstances during the period when the PPI could've been sold and also what I know more widely about PPI that TSB sold during this time. Having done this, I think the PPI was right for Mrs M. I say this because:

- It's likely that Mrs M was eligible for the policy and not affected by any of the main things the policy may not have covered, such as having a pre-existing medical condition or an unusual employment status.
- Mrs M told us she would've received between 3 and 6 months' worth of sick pay from her employers. However, this PPI could've paid out for up to 12 months for an accident or sickness claim and would've paid out in addition to her sick pay.
- Mrs M also told us she didn't have any savings or insurances she could've relied on to make her repayments. So, having this PPI in place provided Mrs M with the financial security that her credit card repayments could've been covered for up to 12 months.
- I haven't seen any information to show Mrs M couldn't afford this policy, and she could've cancelled it at any time and without penalty if she felt it no longer suited her needs.

As well as making a suitable recommendation, TSB also had to give Mrs M good enough information so she could properly decide if she wanted to take out the PPI. As I don't know what was discussed or shown or sent to her at the time of sale, it's possible the information TSB gave Mrs M about PPI wasn't as clear as it should've been. And Mrs M feels it wasn't. But, based on what I know about Mrs M's circumstances during the time period when this policy was sold and for the same reasons why I think it was suitable for her, I don't think clearer or better information would've changed her decision to buy it.

Mrs M said she wasn't given adequate information about the costs of this policy and TSB haven't been any to provide anything which shows me they did. So I think it's possible this wasn't set out clearly to Mrs M. But even if it had, I think Mrs M would've still bought it. I say this because the cost of this policy was comparable to other similar policies available on the market at that time.

I've taken into account all Mrs M's and her representatives' comments, but these points don't change my conclusion. I don't think Mrs M has lost out because of anything TSB may have done wrong.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision by 16 March 2018.

Sienna Mahboobani  
**ombudsman**