

## **complaint**

Mr and Mrs A say Bradford & Bingley Plc mis-sold them a mortgage payment protection insurance (PPI) policy.

## **background**

This complaint is about a monthly premium PPI policy taken out with a mortgage in 1998. The PPI covered Mr A only.

I issued my provisional decision in August 2015 and explained why I didn't think Mr and Mrs A's complaint should be upheld. In summary, this was because:

- I thought it was likely Mr and Mrs A knew they had a choice about taking out PPI.
- It wasn't clear if Bradford & Bingley recommended the PPI to Mr and Mrs A. But even if it did, it didn't look like it was unsuitable for them based on what I'd seen of their circumstances at the time.
- I didn't know if Bradford & Bingley had explained the cost of the PPI to Mr and Mrs A before they agreed to take it out. But it was free for six months and the mortgage offer did show the cost of the PPI after this time. So I thought Mr and Mrs A would've known how much they would need to pay for it.
- It's possible Bradford & Bingley didn't point out the main things the PPI didn't cover. But it's unlikely Mr A would've been affected by any of these.

Mr and Mrs A disagreed with my provisional decision. They say they felt they had to take out the PPI for the mortgage application to be successful. And the PPI was sold as part of a package and they only had to make one payment for their PPI, household insurance and mortgage.

Bradford & Bingley confirmed it had nothing further to add.

## **my findings**

I've reconsidered 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 Mr and Mrs A's case.

While I appreciate Mr and Mrs A don't agree with what I said in my provisional decision, they haven't given me any new information or evidence that means I'm going to reach a different decision.

I can't know what Mr and Mrs A were told when they agreed to buy the PPI, so I need to decide what's most likely to have happened, based on all the available evidence. I accept it's possible Mr and Mrs A were sold the PPI as part of a package and weren't given a choice. But if this had been the case, I wouldn't have expected to see the option to say no to PPI on the mortgage application form. And as I explained in my provisional decision, just because

the PPI premiums were paid with the mortgage repayment, I don't think this means it wasn't a separate product.

So having considered Mr and Mrs A's complaint again, looking at what they've said in response to my provisional decision, along with anything else, I still don't think their complaint should be upheld.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 9 November 2015.

Claire Allison  
**ombudsman**