

## **complaint**

Mr and Mrs T have complained that Bank of Scotland plc ("BoS") mis-sold them a payment protection insurance ("PPI") policy in 1991 when they took out a mortgage. The insurance would have protected their mortgage payments if Mr and Mrs T had been unable to work because of accident, sickness or unemployment.

## **background**

Our adjudicator didn't think the complaint should be upheld. Mr and Mrs T disagreed so the complaint has come to me for a decision.

## **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 have set out our general approach to complaints about the sale of payment protection insurance on our website and I have taken this into account in deciding Mr and Mrs T's case

Having considered this case with care, I have decided that the complaint should not be upheld. I have explained my reasons below.

Because the sale took place so long ago, BoS has not been able to provide any paperwork from the time of the sale. But I have looked at many similar sales from this time, so I have used that knowledge and experience to make my decision on the 'balance of probabilities' – what is most likely to have happened.

I understand that this was a joint mortgage application and that the policy covered both Mr and Mrs T. So I have considered both their circumstances with care.

BoS has told us it recommended the policy to Mr and Mrs T. This means it had a duty to make sure that the policy was suitable for their particular situation.

Mr and Mrs T have told us that they did not know they have a choice about buying the insurance, that it was added the insurance without their permission and that they didn't need it. This sale took place many years ago, and I accept that Mr and Mrs T are giving us their best memory of what happened.

But I know that BoS usually provided substantial amounts of paperwork to confirm the sale and details of this type of policy. Without supporting evidence, I cannot fairly find that BoS added the policy to Mr and Mrs T's mortgage without their knowledge. I also note that Mr and Mrs T would also have been paying a separate direct debit each month to pay for the insurance and feel they would have questioned that if they didn't know they had bought the cover.

So while I realise this will be disappointing for them, I do not uphold this aspect of their complaint.

I have then looked at whether either Mr or Mrs T would have been disadvantaged by anything in the policy. I understand that it provided accident, sickness and unemployment cover. Clearly, I cannot know whether BoS gave them all the information that it should have.

But I am satisfied that Mr and Mrs T were eligible for the cover, and they have not told us that they suffered from poor health or unusual employment circumstances. From the information they have given us, I think that Mr and Mrs T would both have been able to benefit from the policy and make a successful claim on it if necessary. So I see no reason to assume that clearer information about the policy terms and conditions would have led Mr and Mrs T to decide not to buy the policy.

I have no information about how the cost of the policy was presented to Mr and Mrs T. But BoS has told us that they originally paid around £20 per month for the policy and that the benefit would have paid out around £400 per month for up to a year.

Mr and Mrs T have told us that they had good employer benefits and so would not have chosen to buy the cover. I accept that that is now their view. But the policy would have paid out alongside any other benefits they could access and potentially for longer. As homeowners Mr and Mrs T would have had a number of ongoing financial commitments if either of them couldn't work. So, on balance I think that the insurance would have given them comforting reassurance that they would not lose their home if they faced a difficult time.

I have looked carefully at the very limited evidence that is available to me in this case, including what Mr and Mrs T have told us. I accept that Mr and Mrs T believe that they were mis-sold the policy. But I think the policy that BoS recommended was suitable for their situation, and, on balance, I do not think it is likely that it was sold to them without their agreement.

It follows that I do not uphold Mr and Mrs T's complaint. I realise that this will be very disappointing for them.

### **my final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs T to accept or reject my decision before 8 April 2016.

Roxy Boyce  
**ombudsman**