

## **complaint**

Mr M and Ms K complain that Bank of Scotland Plc (trading at the time of sale as “Halifax”) mis-sold them a mortgage payment protection insurance (“MPPI”) policy in 2008.

## **background**

Mr M and Ms K bought a MPPI policy which started in June 2008 to protect their mortgage repayments. The policy was sold during a branch meeting and covered Mr M only. The policy was cancelled in 2012.

Mr M and Ms K believe Halifax mis-sold the policy. They can’t remember the cost or terms being explained to them at the time and don’t think Halifax made it clear what they were getting.

Our adjudicator didn’t uphold the complaint. As the complainants 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 M and Ms K’s case.

I’ve decided not to uphold Mr M and Ms K’s complaint because:

- I can’t be sure how the policy was presented to Mr M and Ms K during the meeting. But I’ve looked at what they said about how the policy was sold – including that they felt the policy wasn’t explained to them properly. But I think, after considering the documentation provided including how PPI was presented to them, it is just as likely that they were advised it was a good idea to have the insurance to protect their mortgage repayments.
- I think Halifax recommended the MPPI to Mr M and Ms K, but it doesn’t look as if it was unsuitable for Mr M as the sole policy holder based on what I’ve seen of his circumstances at the time.
- Halifax has provided some information about the costs relating to the MPPI that Mr M and Ms K took out. It has also provided us with documentation to show how it would have set out the cost and benefit of the policy in a key facts document, giving Mr M and Ms K enough information to decide if they wanted to take it.
- Its possible Halifax didn’t point out the main things the policy didn’t cover. But its unlikely Mr M would’ve been affected by any of these.
- Mr M and Ms K were taking on a financial commitment secured against their home. As such, I consider that the policy provided them with a useful additional benefit (over and above Mr M’s employment benefits) for a reasonable cost to protect their home in the event that it was necessary for Mr M to make a claim. I’m not persuaded Mr M and Ms K would have avoided protecting their repayments given the serious consequences of defaulting on a debt secured against their home.

I've taken into account Mr M and Ms K's comments, but these points don't change my conclusion.

**my final decision**

For the reasons set out above, I don't uphold Mr M and Ms K's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M and Ms K to accept or reject my decision before 9 November 2015.

Mark Richardson  
**ombudsman**