

complaint

This complaint is about a credit card payment protection insurance ('PPI') policy taken out in 1997. Mrs R says Bank of Scotland plc ('BOS') 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 R's case.

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

- I've seen a copy of Mrs R's credit card application form. On this form there's a section headed '*Payment Protection and Card Registration.*'

The first tick in this section is next to a statement that reads '*Please issue a Bank of Scotland Visa Card to me.*' This is not for PPI.

Underneath this there are '*YES, I want you to arrange Credit Care Insurance to protect my repayments...*' and '*No, I do not require Credit Care Insurance...*' options for PPI. Mrs R appears to have signed separately next to the '*Yes...*' option to agree to take PPI. I've also noted that there is what appears to be another signature next to the '*No...*' option that's been marked out. I can't safely say who crossed out this signature.

Mrs R has said that she was surprised that she had PPI, and I've noted her comments on the application form completion.

But the cost of the PPI premiums would have appeared on her monthly credit card statements when she had an outstanding balance. I think Mrs R would reasonably have questioned why she was paying for PPI if she hadn't been aware that she had it – much sooner than she did. But the evidence is that PPI remained on her account for some time after she took it out.

The box that Mrs R has correctly said she didn't tick and has been left blank does relate to insurance - but not PPI. It's offering protection against loss or theft.

This sale took place over 20 years ago and recollections can fade. I've to decide what I think is *more likely* than not to have happened – based on the available evidence.

I think that it's *more likely* than not that BOS presented PPI as optional and that Mrs R agreed to take it out.

- BOS didn't recommend the PPI to Mrs R so it didn't have to check if it was right for her. But it did have to make sure Mrs R got the information she needed to decide if it was right for her.

- It's possible the information BOS gave Mrs R about the PPI wasn't as clear as it should've been. But she chose to take out the PPI - so it looks like she wanted this type of cover. Based on what I've seen of her circumstances at the time it doesn't look like she was affected by any of the exclusions to or limits on the PPI cover - so it would have been useful for her if something went wrong. It also looks like the PPI was affordable. So I don't think better information about the PPI would have put her off taking out the cover.

I've thought about everything Mrs R has said - including what she's said about not needing PPI because of her circumstances. Mrs R has said that she was in full time employment and in good health. But nobody can accurately predict what the future will bring, and having this PPI policy would help protect Mrs R's financial position if she did experience an unexpected change in circumstances, such as being made unemployed or suffering a change in her health.

So these points don't change my decision.

This means I don't think the PPI was mis-sold. So BOS doesn't need to refund everything Mrs R paid for it. But BOS has already offered to give Mrs R back some of the cost of the PPI. I don't think it needs to do anything more.

BOS will make arrangements to pay Mrs R now I've issued my final decision.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs R to accept or reject my decision before 3 February 2019.

Daniel O'Shea
ombudsman