

complaint

Mr H complains that Barclays Bank Plc ("Barclays") mis-sold him a monthly premium payment protection insurance (PPI) policy.

background

Mr H applied for a credit card with Barclays in 1998. The PPI was sold in connection with this credit card at the same time through a "take away" application form.

The cost of the policy was around 70p per £100 of the monthly outstanding balance. It would've paid 10% of the monthly outstanding balance for up to 12 months if Mr H was off work sick or became unemployed.

Our adjudicator didn't uphold Mr H's complaint.

Mr H didn't agree with the adjudicator and the complaint has been passed to me to consider.

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 H's case.

Having done that, I've decided not to uphold Mr H's complaint.

Based on the information provided, I am satisfied that Mr H was eligible for the policy at the time of the sale.

Mr H says he wasn't told the policy was optional and he was made to feel he had to have it. Barclays have given us a copy of Mr H's signed credit card application form dated October 1998. This form has a section about PPI. This section provides two equally clear options to either tick "Yes" or "No" to PPI. So I can see from this application that the policy is presented as optional. And Mr H has ticked "yes" choosing to take out PPI. If he didn't want to take PPI he could've ticked "no".

So based on what I've seen, I think it is *more likely* that the optional nature of the policy was made clear to Mr H and he chose to take the policy.

Barclays say they didn't advise Mr H to take the policy. I think this is more likely to be the case given that it appears the application was made by completing a "take away" application form. But Barclays were still under a duty to provide information to Mr H in a way which was clear, fair and not misleading so that he could make a proper choice as to whether or not he wanted to take the policy.

I think Barclays could've made the costs of the policy and the terms relating to pre-existing medical conditions clearer to Mr H. But I think it is more likely that Mr H would still have taken the policy out for the following reasons:

- Mr H says he wouldn't have received any sick pay from his employer at the time the policy was taken out. So the PPI policy would've provided useful cover if Mr H was off work sick.
- Mr H could've cancelled the policy at any time without losing out financially.
- Mr H didn't have any health problems which may have made it difficult for him to make a successful claim.

So based on the information that I've been given, I don't uphold Mr H's complaint.

my final decision

I don't uphold Mr H's complaint against Barclays Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 19 February 2016.

Navneet Sher
ombudsman