

## **complaint**

This complaint is about a payment protection insurance (PPI) policy taken out with a store card in 1993. Mr G says he was mis-sold the PPI.

Although the sale took place at a well-known retailer at the time, the company now responsible is called AXA France IARD. I'll therefore refer mainly to "AXA France IARD" throughout this final decision, for consistency.

## **background**

The background and circumstances leading up to this complaint (which includes Mr G's circumstances at the time as well as the PPI policy benefits, limitations and exclusions of cover) aren't disputed. So I haven't repeated all of this information here.

Our adjudicator didn't think we should uphold the complaint. Mr G's representative disagreed with the adjudicator's opinion – they didn't raise any new or additional points but repeated the same complaint points and arguments they'd previously made. As the complaint couldn't be resolved informally, it has been passed to me for a final decision.

## **my findings**

Although I have only included a summary of the complaint, I have read and considered all the evidence and arguments available to me from the outset, in order to decide what is, in my opinion, fair and reasonable in all the circumstances of this complaint.

When considering what is fair and reasonable, I am required to take into account relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to have been good industry practice at the time.

We've set out our general approach to PPI mis-sale complaints on our website and published some example final decisions that set out in detail how these relevant considerations may apply to PPI sales like Mr G's. I haven't set out that detailed information here but I've taken into account all relevant considerations in deciding Mr G's complaint.

Having done so, I've decided not to uphold this complaint and I've summarised my reasons for this conclusion below:

- I think AXA France IARD made it clear enough that Mr G didn't have to take out the PPI and he chose to take it out. I say this because we've seen a number of very similar sales to this one and we've spoken at length to the company involved to gain an understanding of the processes that were generally used. So we now know consumers were asked to fill out an application which was part of a wider leaflet-based form. The terms and conditions of the PPI were included in what the applicant was given to complete. I was sent the agreement Mr G filled out and I see there was a section on it about PPI. This invited him to tick an option box if he wanted the PPI cover. Mr G ticked the box at this point so I think this strongly suggests that he did want PPI. Because I also think he would've had access to the terms and conditions as I've described above, I think he consented to the PPI cover when he signed at this point. He'd have been equally free to not have ticked the section asking for the PPI.

- AXA France IARD didn't provide an 'advised sale' so it needed only to give Mr G enough information so he could decide for himself whether or not he wanted PPI and whether it was right for him.
- It's certainly possible the information AXA France IARD gave Mr G about the PPI wasn't as clear as it should have been. But I've found that he chose to take it out - so it looks like he wanted this type of cover. It wasn't fundamentally wrong for Mr G, for example he wasn't affected by the significant exclusions on or limits to the cover. So I don't think the policy was too dissimilar to what he reasonably thought he was buying from the information he was most likely given during the sale, even if AXA France IARD could have done a better job at explaining things. There were also no additional conditions on claiming for mental health or back problems and it looks like it was affordable – so it seems like it would have been useful for him if something went wrong.

Overall, I consider that Mr G would have still taken out PPI. The policy was sufficiently close to what it's likely he thought he was getting and I think the policy could provide a useful benefit in a difficult time, given his circumstances.

Mr G's representative has raised a number of what I consider to be general complaint points, which it says apply to all PPI complaints. These general points include: a claim that the Financial Ombudsman Service is not correctly applying the regulator's rules and guidance for handling PPI complaints; these policies represented poor value because of the number of significant exclusions and limitations of cover coupled with the low claims ratio; and the duty of utmost good faith meant AXA France IARD should have disclosed the poor value and explained the significance of the limitations and exclusions and the impact it had on the chances of making a claim.

However, Mr G's representative has not said how these points apply to the specific facts and circumstances of his individual complaint – just that they apply to all PPI complaints.

I have thought about these things and how they might apply in Mr G's particular case. But they don't persuade me to alter my conclusions about what is fair and reasonable in all the circumstances of the complaint – for the reasons I've set out above I don't uphold this complaint.

This means AXA France IARD doesn't have to do anything to put things right.

**my decision**

I don't uphold Mr G's complaint – so I make no award against AXA France IARD.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr G to accept or reject my decision before 30 September 2021.

Michael Campbell  
**ombudsman**