**complaint**

Miss L says Lloyds Bank PLC ("Lloyds") mis-sold her a payment protection insurance ("PPI") policy.

**background**

Miss L bought the policy in 1999 at the same time as taking out a credit card.

One of adjudicators looked at the complaint but didn't think it should be upheld. Miss L disagreed with the adjudicator's opinion, so the complaint has been passed to me for 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'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 Miss L's case.

After doing so, I've decided not to uphold Miss L's complaint. I'll explain why.

Lloyds has been able to send us a copy of the signed credit agreement from the time of the sale. Under the section entitled "*TSB Credit Card Payments Insurance*" there's a box that's been ticked in order for the policy to be taken. The form has been completed by hand, including the tick inside the box to accept the PPI. Even if the form was completed by a Lloyds' representative rather than Miss L, the other personal details included in the form would suggest that it was completed during a conversation when it was sold. So I think Lloyds made Miss L aware she had a choice about buying the PPI, and that she chose to take it.

Lloyds says it recommended the PPI to Miss L in branch. Miss L doesn't think Lloyds did give her any advice as she can't recall being told anything about the PPI. But the sale was 20 years ago and Miss L might not remember everything from the time, particularly as buying insurance isn't generally a memorable experience. From what we know of Lloyds' sales processes, I think its more likely advice was given. And by giving advice, Lloyds had to take account of Miss L's circumstances to make sure its recommendation for PPI was suitable for her needs.

From what I've seen, it seems to have been right for Miss L. She was eligible for the policy and wouldn't have been limited in making a claim because of the policy's main exclusions or restrictions – a pre-existing medical condition as an example.

Miss L has said she didn't need the policy as her employer would have paid her full pay for six months followed by six months half pay. But in the event of a successful claim the policy would have paid 10% of the outstanding balance of the account on a monthly basis and would have done so for 12 months – so longer than Miss L's employee benefits. And it would have paid out over and above Miss L's benefits so they could have been used for other outgoings. The policy would have also paid out if Mrs L lost her job and paid any balance on her card up to £5,000 if she were to die.

Miss L has told us she was living at home and could have relied upon her parents for financial help in the event she was able to work. But their own financial circumstances could have changed so this offer couldn't be guaranteed. So I do think the policy would have given Miss L a financial security she wouldn't otherwise have had.

As we don't know for sure how the policy was presented to Miss L it's possible the information Lloyds gave Miss L about the PPI wasn't as clear as it should have been. But based on what I know about Miss L's circumstances it looks like the policy could have been useful to her. So I don't think better information would have stopped her buying it.

I've taken into account Miss L's comments and what she's said about her recollections from the time of the sale. But because of what I've said, Miss L's points don't change my conclusion.

**my final decision**

For the reasons set out above, I don't uphold Miss L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 12 October 2019.

Catherine Langley
**ombudsman**