

complaint

Mr M says Lloyds Bank PLC (trading as TSB) mis-sold him payment protection insurance (PPI).

background

Mr M took out the PPI alongside a credit card. Lloyds hasn't been able to tell us when or how the policy was sold. It assumes it was in 1997 when the card started, although its internal records show PPI being charged on the account since 2000.

The policy paid a monthly benefit for up to 12 months if Mr M lost his job or was off work because of sickness or an accident.

Mr M says, among other things, he wasn't aware PPI had been added to his account. He says he didn't need it.

The adjudicator who looked at Mr M's complaint didn't uphold it. Mr M disagrees and so his complaint has come to me to decide.

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 here.

Having done so, I've decided not to uphold Mr M's complaint. I'll explain why.

There isn't much information to go on in this case, because everything happened so long ago. I don't think it's surprising Lloyds doesn't have Mr M's original card application any more. And Mr M also hasn't been able to give us much information about what happened.

But from what we know about how Lloyds sold PPI with credit cards between 1997 and 2000, I think it's likely Lloyds would've made Mr M aware he didn't have to buy the PPI if he didn't want to. I also think it's likely it would've got his agreement to buying it before adding it to his card account. So I can't fairly say Lloyds sold the PPI to Mr M without giving him a choice and getting his agreement to it.

Lloyds says it recommended the PPI to Mr M. So I've also thought about whether the PPI was right for him – and it seems it was, based on what he says about his circumstances and the policy terms I've got. I haven't seen anything to make he think he couldn't have claimed successfully if he found himself without work or off work sick.

Mr M says he had some savings and also got sick pay – although from the information I've seen, it's not clear how long his sick pay would've lasted. And he says once his sick pay ended, he had an insurance policy that would've paid out until he went back to work. We asked Mr M's representatives to give us some more information about this other policy but we haven't been sent anything. So I haven't seen enough to make me think the PPI, which would've paid a monthly benefit on top of his sick pay for up to 12 months, wouldn't have been useful to him.

I don't know how Lloyds explained the policy to Mr M, so it's possible some of the information wasn't as clear as it should've been – such its cost and benefits and the main things it didn't cover. But Mr M doesn't seem to have been affected by any of the main things the policy didn't cover. And it doesn't look as if the cost was unaffordable for him. So I don't think clearer information would've put him off buying the PPI.

I've thought about what Mr M has said but I don't think he's worse off as a result of anything Lloyds might've done wrong. So there's nothing it needs to do to put things right.

my final decision

For the reasons I've given, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 April 2018.

Jane Gallacher
ombudsman