

complaint

Mr B says Lloyds Bank PLC (trading at the time as TSB) mis-sold him payment protection insurance ('PPI') policy.

background

Mr B took out a PPI policy that covered two further advances in 1997. He paid a monthly amount for the policy.

Our adjudicator didn't uphold the complaint. Mr B disagreed with the adjudicator's opinion, so the complaint has been passed to me.

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 Mr B's case.

I've decided not to uphold Mr B's complaint because:

- I think Lloyds made Mr B aware that he had a choice about buying the PPI, and that he chose to take it.

I say this because I've seen a copy of Mr B's mortgage application form. As our adjudicator and Mr B's representative have already said, it's not the best quality copy, but I do think that it's mostly legible and I've placed the appropriate weight on it when coming to my decision.

Section 15 of the form has 'Yes' and 'No' options for PPI. There's a tick next to the 'Yes' option. Directly underneath these options there's a sentence that reads; *'If No, please go to section...'* This again suggests that PPI was separate to, and not a condition of the borrowing.

Although Mr B says he was pressured into taking PPI, I've not seen evidence to support what he's said. Pressure can be subjective and what feels like pressure to one person may not to another. As this was a sale where Lloyds were making a recommendation to take PPI, the adviser may have said that Mr B should take PPI. But this is different to them saying that Mr B had to take PPI.

- Lloyds recommended the PPI to Mr B, and it seems to have been right for him based on what I've seen of his circumstances at the time and the nearest relevant policy document. For example, he seems to have been eligible for the policy and he wasn't affected by any of the exclusions and limitations of the policy.
- I think Lloyds could've explained the cost of the policy better than it did. But even if it had, I think Mr B would still have bought it. I say this because Mr B was taking on a significant financial commitment and he was responsible for making the mortgage repayments.

This policy would have paid out in addition to his existing means and he would have been able to make more than one maximum claim of 12 months on the policy.

Having the PPI policy would also have allowed Mr B the option of not needing to rely on his existing means to make his repayments, or the option of using his existing means to help pay for other living expenses that he would have had.

- It's possible Lloyds didn't point out the main things the policy didn't cover. But Mr B doesn't appear to have been affected by any of those things.

I've taken into account Mr B's comments, but these points don't change my decision.

my final decision

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 13 December 2018.

Daniel O'Shea
ombudsman