

## **complaint**

Mr H complains that Bank of Scotland plc set-up a mortgage payment protection insurance (MPPI) policy for him without his consent. He says Bank of Scotland took monthly direct debit payments from his account to pay for it, again without his consent.

## **background**

Mr H says he didn't want or need this policy. He says he didn't ask for it and it must have been added without his consent. Mr H says he had 12 months' sick pay through work and assets he could have sold if he needed to. So he doesn't think he needed the policy.

Our adjudicator didn't uphold Mr H's complaint. He thought there was limited information from the time of sale. But he thought it likely Mr H would've been given some documents when the policy was sold. He thought these documents would've made clear Mr H was taking out insurance and that he had a choice.

Mr H asked for an ombudsman's 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 Mr H's case.

I've decided not to uphold Mr H's complaint.

There aren't many documents from the time the policy was set-up. I have seen a copy of a letter addressed to Mr H, dated 11 August 2006, from the insurer. This letter gives some details about the insurance. It explains that it is a combined life, critical illness and payment protection insurance policy. It also gives the cost and benefits and details of how to cancel, amongst other things. If Mr H received this letter and read it, he ought to have been aware he had taken out insurance. I accept it's possible he didn't receive it or read it.

The monthly payment was £137.12 and Mr H paid it each month for several years. I accept it's possible he didn't notice this money leaving his account, or thought it was for something other than insurance. But overall, I don't think it's likely the policy was set-up without Mr H's consent. It seems more likely he did agree to take out the insurance, was sent the letter and signed the direct debit form. The sale took place some years ago now and it can be difficult to recollect events accurately after so much time.

While I've thought about the other things Mr H mentioned, about not needing the policy, I'm not persuaded about this. While he says he had sick pay, the policy would pay out in addition to any sick pay, so could've still been useful. And while Mr H says he could've sold a collection of motorcycles if he'd needed to, by taking out the insurance, he wouldn't have needed to sell his collection.

Complaints with such limited information are often difficult to decide. And I don't doubt that Mr H doesn't now recall having agreed to take out the policy. But I'm not persuaded, based

on what information I have, that it's likely Bank of Scotland set up the policy and direct debit without his consent.

I've carefully considered everything else Mr H has told us, but I haven't seen anything to make me think the policy was mis-sold or Mr H wouldn't have taken out this policy.

**my final decision**

For the reasons given above, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 November 2015.

Greg Barham  
**ombudsman**