

## **complaint**

Mr N says Rider Motorcycles Limited (Rider) mis-sold him a regular monthly premium payment protection insurance (PPI) policy.

## **background**

In 2006 Rider sold the PPI to Mr N with a four year credit agreement in a meeting.

The PPI included accident and sickness cover and cost around £17 a month. For a successful claim it would've helped pay the monthly agreement costs.

Our adjudicator didn't think the complaint should be upheld but Mr N didn't agree. So, the complaint comes 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 in deciding Mr N's complaint.

Rider had to make clear the PPI was optional. Mr N hasn't given us much detail about this but that's understandable as the PPI was sold so long ago. So I've relied more on what the documents from the time show.

I've looked at the demands and needs statement Mr N signed. It's got various options for the level of PPI cover Mr N could have – including having *no* cover. I can see that the sickness and unemployment cover level's been ticked – and Mr N's signed just under this.

I've also seen the credit agreement Mr N signed – it called the PPI "Optional Credit Protection Insurance." The agreement also had a box to tick to take the PPI – and the box has been ticked. Again, Mr N's signed a little underneath this, so I think he would've seen it.

So taking everything into account, I think Mr N would've realised at the time the PPI was optional and - because he signed to take the PPI - I think he agreed to take it. Also - based just on what Mr N told us - I can't fairly say it's likely Rider did do things to make Mr N think the PPI wasn't optional or feel pressured into taking it.

Rider recommended the PPI to Mr N. So they had to take adequate steps to make sure it was suitable for h. I don't know what was said in the meeting or whether Rider did take adequate steps. But I don't need to make a decision about this. Because even if Rider didn't take adequate steps, I think the PPI was suitable for Mr N for the following reasons.

Mr N met the PPI's requirements, so was eligible for it. And I've set out the PPI's costs and main benefits above.

Mr N said that he was self-employed at the time. And that he didn't have any work sickness benefits, savings or other cover to help pay the monthly agreement costs if he couldn't work. Nothing Mr N told us suggested he had any other ways of affording the monthly agreement *and* his other living costs if he couldn't work.

Nothing Mr N said suggested he needed to keep costs down. And there wasn't anything in the PPI that would obviously make it difficult for him to claim.

For example, Mr N said he didn't have any health issues when the PPI was sold. So he wouldn't have been affected by anything in the PPI about known health issues. And as he wasn't taking unemployment cover, the fact he was self-employed doesn't affect my decision.

So taking everything into account, I think the PPI was suitable for Mr N.

Rider needed to properly explain the PPI's costs, benefits, exclusions and limitations. They haven't told us anything that shows what was actually said to Mr N about these things. So I can't say it's likely Rider did give Mr N everything he needed to know before taking PPI.

But did Mr N lose out as a result - would he have taken PPI if Rider had properly told him about it?

I've explained why the PPI was suitable. And I think - given his circumstances at the time - Mr N would've wanted PPI to have the peace of mind the cover gave. And - as he was taking on debt - I think he would've thought taking PPI was the prudent thing to do. So I don't think Mr N lost out - I think he would've taken the PPI if he'd been properly told about it.

### **my final decision**

For the reasons I've explained above I don't uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 24 April 2017.

Julian Cridge  
**ombudsman**