

The complaint

Mr P has complained that Barclays Bank UK PLC didn't pay out on his credit card payment protection insurance (PPI) policy when he became unemployed on two occasions.

What happened

Mr P originally told us that he was made redundant in 2004 and 2009.

He arranged the credit card with another lender that Barclays took over in 2007. Barclays has a record of the PPI being active on Mr P's credit card account between 2 November 2001 and 19 May 2004. It can't find any record of Mr P making any previous insurance claims.

Our adjudicator didn't uphold the complaint on the basis that Barclays wasn't responsible for the PPI when Mr P first became unemployed and that there was no policy for Mr P to claim against in 2009.

Mr P disagrees with the adjudicator's view and so the complaint has been passed to me for a decision.

What I've decided - and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

To clarify matters, the card provider and the insurer of the PPI policy are rarely the same business.

The available evidence shows that Mr P took out the card in November 2001 and that the PPI was set up at the same time. The card provider at that time was someone else, not Barclays. And there was another party acting as the insurer of the PPI policy.

Given the dates that the PPI was active, we asked Mr P to provide more information about the specific dates he was unemployed. His response was to say that he lost his job in 2003, not 2004 and then again in 2009.

Although Mr P says that he did submit claims, completed claim forms and provided information from his employers in support of his claims, he hasn't provided any correspondence or documentation to evidence this.

If he had made a claim in 2003 or 2004, he might have initially spoken to the card provider. But it would have been the insurer who sent him the claim form and actually assessed the claim based on the information provided by Mr P. It's perhaps not surprising that Barclays doesn't have any record of a claim being made at this time as it pre-dates its involvement.

But to be clear, even if I was able to conclude that Mr P's first claim should have been paid, it would not be Barclays who would be liable for paying it. Any complaint about a claim being declined at that time would need to be addressed to the then insurer.

As already mentioned, the PPI ended in May 2004 (even though the credit card itself continued to run). Barclays has provided a copy of the credit card statement for May 2004, which shows a premium being taken for PPI. It has also provided a statement for June 2004 which shows no premium being taken for PPI. So, based on the available evidence, I am satisfied that the PPI was cancelled on 19 May 2004 as per Barclays' records.

As Mr P didn't have PPI on the credit card account in 2009, he would not have been able to make a claim against it. And Barclays has no record of him making contact at that time.

Although Barclays didn't take over the credit card until 2007 it has offered to look into this issue further for Mr P if he can provide any evidence of having made a claim in 2003 or 2004. I consider this to be a fair response to Mr P's complaint.

Otherwise, Mr P may wish to contact the insurer who was responsible for underwriting the PPI in 2003/04 to make a retrospective claim. However, our adjudicator has explained the potential difficulties around this in that he would need to provide a sufficient level of proof for any claim to be successful.

My final decision

For the reasons set out above, I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 August 2023.

Carole Clark

Ombudsman