

The complaint

Mr H is unhappy about The Prudential Assurance Company Limited's inability to acknowledge and respond to his multiple items of correspondence sent regarding his concerns.

He'd like all his outstanding issues resolved and compensation paid for the trouble and upset caused.

What happened

Prudential upheld the complaint. In short, it said:

- It accepts that it failed to respond to Mr H's concerns (since July 2019) in a timely manner, including failing to acknowledge his complaint, and providing incomplete information.
- It's sorry that its letter of 5 July didn't contain a full list of third party business partners that have had access to Mr H's personal data.
- It doesn't uphold his concerns regarding his Data Subject Access Request (DSAR) and the method or timing of delivery.
- It paid £200 compensation for trouble and upset caused by its inability to respond to Mr H in a timely manner.

One of our investigators considered the complaint but didn't think it should be upheld. In summary, she said:

- She was considering this complaint along with associated points made by Mr H.
- Prudential's offer to pay Mr H £200 compensation for trouble and upset was fair and reasonable in the circumstances.
- When Mr H received a list of businesses that had access to his details, he didn't receive the UK address for one of the businesses which operated out of Mumbai. It wasn't unreasonable for Prudential to send him the HQ address in India that had access to his details. On request Prudential provided the UK address at a later date.
- Mr H first sent his DSAR (via fax) on 2 July 2019, which was prepared and sent back on 30 July 2019 – via a well-known third-party courier service – which tried to deliver the documents on three occasions between 31 July and 7 August 2019.
- Prudential explained that it couldn't send a paper DSAR by standard post given data and security issues, and it was unlikely to be able to fit the package through a standard post box.
- Prudential's alternative suggestion to send the information using a USB drive (with password sent separately) wasn't unreasonable.
- She can't say that Prudential attempting to deliver the documentation (albeit several times) via a third-party courier service amounted to a breach of the Protection from Harassment (Northern Ireland) Order 1997.

- Even though Mr H didn't want a courier to deliver the DSAR to him, it wasn't unreasonable for the service to visit his property in order to deliver the package.

Mr H disagreed with the investigator's view, and asked for an ombudsman's decision. In summary, he said:

- Prior to making her findings what knowledge did the investigator possess regarding:
 - The prevailing legislation within Northern Ireland and the accompanying duty of care owed to him by Prudential and their appointed representatives.
 - The misconduct of the appointed agent remains unanswered and unresolved.
 - Was she a qualified barrister or solicitor?

As no agreement has been reached the matter has been referred to me for review.

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.

Having done so, I agree with the investigator's conclusions for much the same reasons. I'm not going to uphold this complaint.

On the face of the evidence, and on balance, despite what Mr H says, I think the offer by Prudential to pay him £200 compensation is generous, fair and reasonable in the circumstances.

I think Prudential quite rightly upholds Mr H's complaint in that it failed to acknowledge and respond to Mr H's concerns, in a timely manner. I acknowledge that Mr H wrote several letters (which I don't think it is necessary to set out) and made telephone calls and that's why I think £200 compensation is reasonable compensation in these circumstances for the trouble and upset caused.

I'm also unable to say that Prudential has done anything wrong in providing the HQ details of one of the companies in Mumbai as it's the company that's overall in charge. I'm aware that Prudential subsequently provided details of the company in the UK.

Whether or not attempting to deliver a package (on several occasions) in-line with Prudential's instructions amounted to "harassment" for which Prudential was responsible under the relevant legislation, isn't really a question that I need to answer in order to reach a decision in this case. That might be a matter better suited to the criminal courts, although I don't think this is the sort of scenario that Parliament had in mind when passing the relevant legislation.

I'm satisfied that Prudential had reasonable grounds (in response to Mr H's request) for instructing a well-known courier service to deliver the documents and did so in good faith. I'm satisfied that it took reasonable steps to ensure that Mr H received the documents safely and I can't criticise it for doing so. I've seen nothing to prevent Mr H receiving the document at his address in this manner.

I also don't think that an alternative suggestion to deliver the information on USB via standard post - with the password sent separately - is unreasonable given Mr H's concerns.

Prudential is of course free to change its processes if it sees fit, and I'm sure it will have taken on board Mr H's concerns. But in this instance I'm unable to blame Prudential for not sending the DSAR documentation in the post and to a different address.

My final decision

For the reasons set out above, I don't uphold this complaint.

I think The Prudential Assurance Company Limited's offer to pay Mr H £200 compensation is generous, fair and reasonable in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 April 2020.

Dara Islam
Ombudsman