

## **The complaint**

Mr and Mrs B complain that The Prudential Assurance Company Limited wrote to someone they shouldn't have about a joint life policy they have with them.

## **What happened**

The policy Mr and Mrs B took out with Prudential in 1997 was set up in a trust. Mr and Mrs B were automatically made trustees for that trust, and they added a third person as an additional trustee.

From 1997 to 2020, Prudential only sent details about the policy to Mr and Mrs B. But in 2020, they sent a statement to all of the trustees. This has ultimately led to the third trustee retiring their position.

Mr and Mrs B complained to Prudential, saying they felt the contact with the third trustee had changed the terms of the policy. Prudential said it hadn't, and explained they'd updated one of their systems, which meant they could now write to all trustees, rather than just Mr and Mrs B.

Unhappy with this response, Mr and Mrs B brought the matter to us. Our investigator found the information given to the third trustee was in line with what they were entitled to see, as one of the legal owners of the policy that Mr and Mrs B set up. She found no change to the terms of the agreement with Prudential.

Unhappy with that view, Mr and Mrs B have asked for the case to be looked at again. So it's come to me for a formal 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.

Having done so, I can see Prudential haven't done what Mr and Mrs B were expecting them to. But I can't see that Prudential ever said they wouldn't contact all of the trustees about the policy. Or that they could have known there'd be a problem when they did. That leads me to the decision not to uphold this complaint.

Our investigator explained how the policy Mr and Mrs B took out with Prudential is owned by the trust they set up to handle it. That would usually make it reasonable for any of the trustees to be given details about the policy, if they wanted to see them. So I find it was reasonable for Prudential to start with the assumption there'd be no problem sending the policy details to all of the trustees in 2020.

But I take on board Mr B's point – such contact was different to what had happened for the previous 23 years the policy had been in place. To Mr B, that proves there was a specific agreement with Prudential – beyond general trust rules – that said they wouldn't contact the third trustee.

In their response to this complaint, Prudential said an upgrade to their system led to the change in contact. That suggests it was a choice in system design – rather than any specific agreement with Mr and Mrs B – that meant there'd been no contact previously with the third trustee.

Our investigator asked Mr and Mrs B for any records that showed there'd been a specific agreement, but they didn't have any. Prudential have said they don't have any either. Prudential have shown us some documents from 1997 that set up the policy. But these don't show any special instruction or specific agreement limiting contact with the third trustee.

Prudential have also noted that discussions about how involved a third trustee would be with the policy – beyond what's in the general terms of the trust – would probably have been between Mr and Mrs B and the adviser who sold them the policy.

That adviser wasn't directly part of Prudential – they appear to have been an independent adviser. So Prudential would only really know about what was agreed with Mr and Mrs B if the adviser told them about it. I can't see anything in the documents we've been sent that shows they did.

All of that means I can't see anything that gave Prudential cause to question the assumption that there'd be no problem sending the policy details to all of the trustees. That confirms my decision that it was a reasonable assumption for them to make, and act on the way they did.

### **My final decision**

Given my reasoning above, I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 24 November 2021.

Paul Mellor  
**Ombudsman**