

The complaint

Ms M complains that she has received very poor service from The Prudential Assurance Company Limited. In particular, Ms M complains that her previous adviser was disrespectful and unprofessional. Ms M also complains that when her adviser was changed, the new adviser contacted her without prior notice. Ms M has also raised concerns about the way Prudential has handled her complaint.

What happened

In September 2021, Ms M had a meeting with her Prudential adviser. Ms M says she was unhappy with the adviser's conduct during the meeting and says the adviser twice said that *'...she really didn't care if I cancelled my ongoing advice charge'*. Ms M also says the adviser said she thought Ms M wanted her to spend more time with her than she was able to.

After the meeting Ms M contacted Prudential about the adviser's conduct. Prudential arranged for a new adviser to contact Ms M, but failed to notify Ms M that it had done so. As a result, Ms M says that when the new adviser contacted her, *'I did not know he was phoning and I did worry slightly due to the scams and fraud we are told to be aware of as he was asking me security questions being my most personal details which made me feel uncomfortable'*.

Prudential apologised for failing to let Ms M know that it had arranged for a new adviser to contact her and paid Ms M £50 for the worry and upset this had caused.

Ms M then complained about the way her complaint had been handled. She said she felt the letter Prudential had sent in response to her complaint was *'very unpleasant'* and contained incorrect information. Ms M also said she was unhappy that Prudential's complaints handler had telephoned her about her complaint without warning.

Our investigator said he appreciated that Ms M had found the service she had received from Prudential upsetting, but he said he didn't think it needed to do any more to resolve Ms M's complaint.

He noted it had changed Ms M's adviser when she raised concerns about her previous adviser's conduct. It had also paid Ms M £50 for its failure to notify her that a new adviser would be contacting her.

He said although he understood that Ms M was unhappy with the final response letter she had received from Prudential, he was of the view that it was reasonable for Prudential to explain its understanding of the complaint in the letter.

With regard to the ongoing adviser charge (OAC) Ms M was paying Prudential, he noted that Ms M's new adviser had clarified the charge and the service Ms M could expect to receive if she was paying for its ongoing advice service. He also explained that if Ms M didn't want to continue to pay the OAC she could add to her investment without taking advice and would therefore not incur an initial advice charge if she didn't require advice on top-ups to her investment.

Ms M did not accept our investigator's view. She provided copies of documentation she had received from Prudential and noted that the dates on these documents showed that the meeting she had with her Prudential adviser in September 2021 had not been to gather fact find information.

Ms M said this showed Prudential had incorrectly claimed that the meeting was to gather fact find information in its response to her complaint.

Ms M also reiterated that her adviser had spoken to her twice *'in a very disrespectful manner'* at the meeting in September 2021 and had said:
'I really don't care if you cancel the Ongoing Advice Service - do you KNOW how much it is?'

Ms M said that Prudential's response to her complaint had made her feel *'...very "put down" as an individual; yet it seems no-one is interested and I am yet again, being cast aside. I also feel they, (Prudential) are making a complete fool of me...'*

Ms M also said that Prudential had *'repeatedly phoned me out of the blue'* about her complaint.

Ms M explained that she had not complained about the new adviser Prudential had allocated to her. She said it had been embarrassing for her to speak to the new adviser after Prudential had claimed in its response to her complaint that she was unhappy with the new adviser.

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.

I am sympathetic to Ms M's position, and I have very carefully considered all the information both Ms M and Prudential have provided.

I can see from Ms M's submissions that she feels the service she received from Prudential has been very unsatisfactory and this has caused her a great deal of distress.

Ms M has explained that she found the first adviser's conduct *'disrespectful'*. As Ms M will appreciate, it is not possible, based on the information available, for me to say with any certainty how the adviser interacted with Ms M. What I can consider however, is what Prudential did to resolve Ms M's concerns about the adviser's conduct when Ms M complained to Prudential shortly after her meeting with the first adviser in September 2021.

I think Prudential acted fairly when it arranged for a new adviser for Ms M. It is not in dispute that Prudential failed to let Ms M know that a new adviser would be contacting her.

Prudential has paid Ms M £50 for this failure on its part. I think this is fair and reasonable and I don't think it needs to do any more to compensate Ms M for this failing.

I can see that Ms M is also concerned that in its response to her complaint Prudential said that the first adviser was gathering information about her personal and financial circumstances at the meeting in September 2021. I accept that the adviser had already gathered this information. It appears the meeting was for the adviser to discuss her recommendations with Ms M.

I agree that Prudential should not have said the meeting was to gather information about Ms M's circumstances in its response to her complaint. I think this error on Prudential's part was

a genuine mistake by its complaint handler and I don't think it had any impact on the outcome of the investigation. But I do accept that this error caused Ms M further concern.

Ms M has also said that the response Prudential sent to her complaint wrongly said she had complained about the new adviser it had allocated to her. I appreciate Ms M found this upsetting and felt it made contact with the new adviser awkward.

In order to establish what was discussed by Ms M and Prudential on 30 September 2021, when Ms M discussed her complaint and her concern about the new adviser contacting her without any warning, I have listened to the call recording of this conversation.

Having done so, I am satisfied that Ms M did raise some concerns about the new adviser in the call. Although most of the conversation related to concerns Ms M had about her first adviser and the fees she was paying for on-going advice Ms M also said; *'To be honest, after him phoning me, I don't know how I'm going forward with all this... I feel put in a corner a bit with all this....'*

Ms M then later said:

'To be honest I don't know if this [name of second adviser] is going to be for me either, this [name of adviser] last night, I just feel there is this cloud... I have lost confidence....'

And towards the end of the call Ms M reiterated her concerns about the second adviser saying *'I don't think he's the answer.... I just think there's a cloud... I said no, I'm not going down this route. No way.'*

In view of this I don't think it was unreasonable for Prudential to say it thought that Ms M was not happy with the second adviser it had allocated. I accept that Ms M did not specifically refer to the adviser's *'manner'*, but I think, based on the comments Ms M made about the second adviser in the call on 30 September, it was not unreasonable for Prudential to have understood that Ms M was unhappy with this adviser.

I also note that during this call on 30 September 2021, the member of staff Ms M spoke to explained that she wouldn't be investigating Ms M's complaint but that the member of the complaints team investigating the complaint would telephone Ms M. In view of this I am satisfied that Ms M was made aware that a member of Prudential's complaints team would be contacting her, by telephone, to discuss her complaint.

Having carefully considered all that has been said and provided about this complaint I don't think Prudential needs to do any more to resolve this matter.

I am mindful that Ms M says she feels Prudential was not interested in her concerns. Having reviewed all the information available, I am satisfied that Prudential acted promptly on the concerns Ms M raised about her first adviser and apologised and paid Ms M modest compensation for its failure to notify her that a new adviser would be contacting her.

My final decision

My decision is that, for the reasons I have set out above, I don't think The Prudential Assurance Company Limited needs to do any more that it has already done to resolve Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 20 March 2023.

Suzannah Stuart
Ombudsman