

## **The complaint**

Miss H complains about the poor level of service provided by The Prudential Assurance Company Limited (“Prudential”) in connection with her pension plan. She says that Prudential failed to return phone calls and provided inaccurate information about the financial adviser recorded as the servicing agent for her plan.

## **What happened**

Miss H had a pension plan with Prudential with a selected retirement date in June 2022. In November 2021, Prudential sent a wake-up letter to Miss H. It sent a reminder letter in April 2022. In response, Miss H phoned Prudential to discuss her plan and obtain more information about her options. During those discussions, Prudential told her that a financial adviser was recorded as being the servicing agent for her plan and that she was paying an ongoing adviser charge in connection with this – it provided the name of the financial adviser to Miss H. Following this, Prudential didn’t return phone calls to Miss H to discuss her plan, as it had promised.

Miss H didn’t take any benefits from her plan. As a result, the selected retirement age was extended by five years to June 2027. Prudential wrote to her on 3 June 2022 to confirm the extension in selected retirement age. The letter also confirmed that Miss H could take benefits from her plan at any time if she changed her mind.

### *This complaint*

Miss H said she was unaware of any financial adviser being linked to her plan or that charges were apparently being deducted from the value of her plan in connection with this. She was concerned about the charges. She was also unhappy that Prudential had failed to return phone calls. Prudential later confirmed that it had made an error and that no adviser charges were being deducted from the value of Miss H’s plan. She complained to Prudential. She said, in summary, that it had:

- provided inaccurate information about the name of the financial adviser recorded as the servicing agent for her plan;
- provided inaccurate information about the deduction of adviser charges from the value of her plan; and
- failed to return phone calls, as promised;

She said that these errors and the delay in getting accurate information pressured her into making an uninformed decision regarding what to do with her plan. She was unhappy that Prudential had extended the retirement date of her plan by five years to June 2027. To put things right, she requested that Prudential let her revisit her decision about what to do with her plan.

Prudential upheld in part Miss H’s complaint. It rejected the part of her complaint about the name of the financial adviser recorded as the servicing agent for her plan. This was because

it was satisfied that it had provided accurate details about this to Miss H (it was the same financial adviser who had originally sold the plan to her). However, Prudential accepted that it had provided a poor level of service to Miss H for the following reasons:

- It had failed to return phone calls to her, as it had promised; and
- It had provided inaccurate information regarding adviser charges being deducted from her plan – it incorrectly told Miss H that adviser charges were being deducted and remitted to the servicing agent when this wasn't the case, but it was satisfied it had provided correct information to Miss H shortly afterwards in April 2022.

To remedy the matter, Prudential apologised and offered to pay Miss H £150 compensation in recognition of the trouble and upset caused by failing to return phone calls and providing inaccurate information about adviser charges. In its final response letter of 12 May 2022, Prudential noted that Miss H was then in the process of choosing a retirement option for her plan and acknowledged its errors may have caused a delay, impacting her ability to make a decision. To resolve this, it stated that if Miss H withdrew benefits from her plan within the following 60 days it would carry out a calculation and pay any compensation if it was established its errors had caused a delay and financial loss.

Miss H didn't accept Prudential's response to her complaint and so referred the matter to this service. Our investigator didn't think Prudential needed to take any further action for these reasons:

- He was satisfied that Prudential's previous offer of £150 compensation to Miss H – for failing to return phone calls and for the provision of inaccurate information about adviser charges – was fair and reasonable and so didn't think it needed to do any more regarding these elements of her complaint. He was also satisfied that Prudential had provided correct information about the name of the financial adviser;
- He was satisfied that Prudential had issued a wake-up letter and reminder to Miss H within the regulatory timelines before the selected retirement age under the plan and so, in his opinion, she had sufficient time to make an informed decision regarding her options, particularly since Prudential had given her accurate information about the financial adviser's name and charges in April 2022, several weeks before the selected retirement age. So he didn't think this element of her complaint should be upheld; and
- He thought Prudential had made a fair offer to carry out a loss assessment and pay any additional compensation for any delay caused by its errors if Miss H withdrew money from her plan within 60 days of its final response letter. But since she didn't withdraw any money within that timeframe, he didn't think it was necessary for Prudential to pay additional compensation regarding this element of her complaint.

Miss H didn't accept our investigator's assessment and provided additional comments in response. These largely repeated her previous comments. Our investigator considered the additional comments but wasn't persuaded to change his view. Since agreement couldn't be reached, this complaint has been referred to me, an ombudsman, to review and decide. This is the last stage of our process.

### **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.

In deciding this complaint I've taken into account the law, any relevant regulatory rules, guidance and good industry practice at the time. I've also carefully considered the submissions made by Miss H and Prudential. Where the evidence is unclear, or there are conflicts, I've made my decision based on the balance of probabilities. In other words I've looked at what evidence we do have, and the surrounding circumstances, to help me decide what I think is more likely to, or should, have happened.

### *This service*

At the outset I think it's useful to reflect on the role of this service. This service isn't intended to regulate or punish businesses for their conduct – that is the role of the Financial Conduct Authority. Instead this service looks to resolve individual complaints between a consumer and a business. Should we decide that something has gone wrong we would ask the business to put things right by placing the consumer, as far as is possible, into the position they would've been in had the problem not occurred.

### *My findings*

I'd like to clarify that the purpose of this final decision isn't to repeat or address every single point raised by Miss H and Prudential. So if I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome. I've considered all the evidence afresh. Having done so, I've reached the same conclusion as our investigator for these reasons:

- In November 2021, Prudential issued a wake-up letter to Miss H to tell her that she was approaching the selected retirement age under her plan in June 2022. It issued a reminder letter in April 2022. The purpose of those letters was to provide a summary of the options available under the plan from Miss H's selected retirement age in June 2022. Prudential issued those letters within the regulatory timescales. So I'm satisfied that it didn't make any error regarding issuance of the wake-up letters. In the reminder letter, Prudential stated that it would extend the retirement age under the plan by five years if Miss H didn't make a decision – and since she didn't take any benefits from her plan at that time, Prudential extended the retirement age.
- In April 2022, Miss H phoned Prudential to obtain more information about her options. Despite what she says, I haven't seen any evidence that Prudential provided inaccurate information about the name of the financial adviser recorded as the servicing agent for her plan. But there's no dispute that Prudential failed to return phone calls to Miss H and provided inaccurate information about adviser charges being deducted from her plan. I think Prudential's offer of £150 compensation in respect of these errors is reasonable bearing in mind that it provided accurate information – that no adviser charges were in fact being deducted from the value of her plan – shortly afterwards in April 2022. Therefore, accurate information was given to Miss H several weeks before her selected retirement age under the plan. So I think she had sufficient time to make an informed decision. I don't think these errors prevented Miss H from making an informed decision about her retirement options.
- Notwithstanding this point, in its final response letter issued on 12 May 2022, Prudential gave Miss H an additional 60 days to make a decision about whether to withdraw benefits from her plan at that time – and if she did, it promised to carry out a calculation and pay any compensation if it was established its errors had caused a delay and financial loss. I think that was a fair offer. Miss H decided not to take benefits at that time and so no loss assessment calculation was carried out. As a result, Prudential extend the retirement date of her plan by five years to June 2027, as it said it would do so in the wake-up reminder letter. I can't reasonably find

Prudential responsible for Miss H deciding not to take benefits from her plan within that 60-day window. And so I don't think it would be fair and reasonable to uphold Miss H's complaint and direct Prudential to unwind the extension of the retirement age under her plan or to carry out a loss assessment calculation.

### **My final decision**

For the reasons given above, I don't uphold this complaint or make any award against The Prudential Assurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 25 May 2023.

Clint Penfold  
**Ombudsman**