

## **The complaint**

Mrs W and Mrs D, in their capacity as executor's of their late father, Mr B's, estate, complain that The Prudential Assurance Company Limited (Prudential) lost the original letters of administration (LOA) they sent in to claim on his free-standing additional voluntary (FSAVC) pension and his PruFund account. They say this caused a delay in his estate being wound up.

As Mrs W has been corresponding with us about this, for ease of reference I'll refer to her throughout.

## **What happened**

There are a number of dates involved and I only intend to set out those which I think are key to reaching my decision.

In or around July 2021, after Mrs W and Mrs D's father sadly passed away a few months before, they started the process of claiming on the policies he'd held with Prudential. On 29 September 2021, Prudential wrote to Mrs W explaining it needed the original, or a sealed copy, of the LOA and that it would return original documents.

On 11 October 2021, the LOA was granted. And, after Prudential wrote to Mrs W chasing the requested information on 12 November 2021, she called it on 19 November 2021 and then again on 21 December 2021 to discuss the claims. Mrs W says she sent the original LOA to Prudential in mid-October 2021.

On 27 January 2022, after receiving a request to do so from Mrs W, Prudential returned the LOA to Mrs W that it says it received from her on 13 January 2022. Both claims were paid, but Mrs W had to contact Prudential several times asking for the original LOA to be returned. And she complained it kept returning a photocopy when she'd sent it the original, causing delays in winding up their father's estate.

In April 2022, Prudential sent Mrs W its final response letter, which said it hadn't received the original LOA. It apologised for the customer service Mrs W had received though and offered her £500 compensation for this.

Unhappy with this, Mrs W brought the complaint to our Service, adding that she had to get a copy of the LOA from the probate office to continue dealing with her father's estate, which took weeks and meant the sale of his house was delayed, causing stress and worry that this might fall through. And that she had to ask the solicitor who was dealing with the estate for help chasing the probate office. Mrs W said Prudential passed her around and didn't get back to her when she contacted it about returning the original. And that it now denies receiving this, despite requiring it to release the funds. Mrs W said that, while she's happy with the £500 compensation Prudential's paid, she'd like it to apologise for the prolonged grief caused to her family by it losing the original LOA.

One of our Investigators looked into the complaint and said that he has no reason to doubt Mrs W's testimony that she sent the original LOA in October 2021. He said more than one of

Prudential's departments was involved, so it's likely there was miscommunication and that it photocopied the original. And that, in any case, he didn't think Prudential would have paid the claim without this. He said Mrs W isn't seeking further compensation and, in any case, we can't award this for a complaint brought by an estate, but Prudential should apologise for losing the original LOA.

While Mrs W accepted this outcome, Prudential didn't agree. It said, in summary, that while it isn't allowed to suggest a customer photocopies an original legal document due to copyright laws, if they send one in then it will accept this. Prudential said it doesn't photocopy original documents, as this would add another step to its process of scanning documents directly on to its system. It said its post team stamps documents to say whether these are originals or photocopies. And that original documents are returned the same way these are received. It said that it received a photocopy of the LOA from Mrs W on 13 January 2022, and it didn't return this until she asked it to. Prudential said its post team keeps all documents received for a few months and that there's no reason why it would have kept a photocopied version of the LOA but not the original if it had received this. It also said that while two departments dealt with the claims, it has one postal site and only received one LOA, which it cross referenced for use with both claims.

So the complaint's been passed to me for a decision. And I issued a provisional decision saying the following:

*The compensation Prudential has paid Mrs W for the customer service relating to the return of the LOA isn't in dispute, so I haven't considered this any further. Instead, I've considered what I think is the crux of the complaint, being whether Prudential should provide an apology if it misplaced the original LOA.*

*Mrs W says she sent Prudential the original LOA in mid-October 2021, while Prudential says it received a photocopy of this from her in January 2022. As this is in dispute I have to consider what I think is most likely, on balance, to have happened in all the circumstances. Having carefully considered this, while I understand Mrs W will be disappointed, I'm not currently minded to uphold this complaint. I'll explain why.*

*I recognise Prudential told Mrs W in its letter dated 29 September 2021 and during a call on 21 December 2021 to send the original or a sealed copy of the LOA. So it seems unusual to think she'd send a photocopy and then chase the return of the original. That being said, while I don't doubt Mrs W's given her honest recollections of what she sent and when, I think it's fair to place most weight on the contemporaneous evidence available from the time.*

*I listened to a call Mrs W had with Prudential on 19 November 2021, where she said she hadn't received its letter dated 29 September 2021. This means Mrs W didn't yet know in October 2021 that she needed to send the original LOA in the way she recalls doing. And, during the call on 21 December 2021, Mrs W said she now has the LOA and is ready to send this, as she'd picked it up from her sister's. So I think this shows Prudential wasn't sent the LOA in October 2021. Instead it suggests the LOA was first sent to Prudential following this call around the end of December 2021 or early January 2022. And this is in line with evidence which shows Prudential received the LOA – that it marked as a photocopy – on 13 January 2022.*

*While Mrs W's said Prudential must have received the original LOA as it told her this was needed to process the claim, I think it has reasonably explained why it accepts photocopies if a customer sends one in, despite asking for the original. And this means that the LOA Prudential received from Mrs W in January 2022 didn't need to be the original for it to process the claims.*

*Prudential has explained that when its post team receives a photocopied document it stamps these as such and then scans these onto its system. And I think it's unlikely Prudential would have taken a photocopy of the original LOA if it received this, considering this isn't part of its process and would have meant duplicating work given it would still have had to scan this in. I also think it's unlikely Prudential would have mistakenly stamped the original as a photocopy before scanning it in and then misplaced it, in light of the prominent seal an original version has. Instead, I think it's most likely Prudential marked the document from Mrs W as a photocopy as this is what it received. This also reasonably explains why it wasn't automatically returned to Mrs W. And I can see that the staff member who handled the return of the LOA to Mrs W provided comments that the received version that it had kept was a photocopy rather than the original.*

*In summary, for the reasons given, I haven't seen enough evidence to persuade me that Prudential received the original LOA. Instead, I think Prudential likely received and paid the claim on the basis of it receiving a photocopied version of this. While I recognise Mrs W's strength of feeling and that this matter occurred during an understandably difficult time for her, this means I don't currently intend to uphold the complaint, so I won't be telling Prudential to do anything to put things right.*

While Prudential responded saying it had nothing to add, Mrs W didn't accept it. She added, in summary, that Mrs D dealt with probate and that they only had one original LOA. Mrs W said she sent this to Prudential for one of the products, as it was the first company she dealt with and because it asked for the original – she maintained it wouldn't have paid the claim without this. And that she sent Prudential a photocopy for the other product with it.

### **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 considered Mrs W's further comments, I see no reason to depart from my provisional decision.

Mrs W has confirmed she did send Prudential a photocopy of the LOA at some point. While it's possible Mrs W also sent it the original in the way she recalls and I note she's previously suggested this was by recorded delivery, we haven't been provided with evidence of this which shows if and when Prudential received it. I'm also mindful recollections can fade and change and, as explained in my provisional decision, Mrs W recalls sending Prudential the original in October 2021 when the evidence from the time instead shows she first sent it a version of the LOA months later, around January 2022. And that what Prudential received shortly after was a photocopy of the LOA, which I think it paid the claims on the basis of.

In summary, I haven't seen enough evidence to persuade me Prudential received the original LOA. This means I won't be telling Prudential to do anything, for the reasons set out here and in my provisional decision.

### **My final decision**

For the reasons I've given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr B to accept or reject my decision before 15 May 2023.

Holly Jackson

**Ombudsman**