

The complaint

Mr H2 complained on behalf of his father Mr H1. It is said Prudential failed in the service they provided to Mr H1 (as the provider of his pension arrangement (a retirement account)).

What happened

Chronology

In June 2021 a lasting power of attorney (LPA) was registered for Mr H1 in respect of financial matters. There is one attorney attached to deal with matters for Mr H1, his son, Mr H2. There is no suggestion Mr H1 lacks mental capacity and so his son can only use the LPA if Mr H1 allows him to.

To enable a party to view a summary of the LPA, an electronic link can be provided on request via the government website.

In July 2021 Mr H1 (potentially with the assistance of Mr H2) contacted the Financial Services Compensation Scheme (FSCS). The FSCS then contacted Prudential for information. Prudential identified that Mr H1's signature on the FSCS form did not match their recorded signature for Mr H1. As Mr H1 had previously reported being a victim of identity theft, he had a fraud marker on his account. This meant additional checks might be carried out and as such Prudential contacted Mr H1 for further information to check the FSCS request.

On 22 July 2021 Mr H2 emailed Prudential instructing them he was the attorney for the LPA for Mr H1's plan and providing a link to the LPA. This was the link that would have allowed Prudential to access a summary of the LPA. He also told Prudential to send all communications for Mr H1's pension plan to him via his email address.

On the same day Mr H2's email address also sent a message to Prudential, purporting to be sent by Mr H1 (signed in his name) saying he wanted the information sent to the FSCS and setting out that the signatures didn't match due to the nature of the electronic service.

Prudential provided the information to the FSCS in July 2021.

In August 2021 Mr H2 complained to Prudential. He said he held an LPA for his father, and he had told Prudential about this on 22 July 2021 by email. He complained that:

- Prudential had failed to acknowledge his two emails of 22 July 2021. One had been about the LPA, and one had been about the FSCS.
- His father had been trying to access his online Prudential account without success and this had been going on for several years. He said his father had now given up, but he wanted this resolved and wanted his father's account put into his name so he could access it.

Mr H2 said he intended to challenge Prudential wherever he thought service fell short.

On 6 October 2021 Prudential wrote to Mr H1. They explained they had received his son's letter of 9 August 2021 but that they were unable to write to his son directly or address his (Mr H1's) concerns with him (Mr H2). They didn't uphold the complaint that had been made. In summary they said:

- They accepted that when Mr H2 contacted them in July 2021 he had told them about an LPA. Prudential said that because Mr H1 had an independent financial adviser (IFA) attached to his pension plan, the IFA could deal with documentation, and they weren't able to send his son documentation or allow his son access to his pension plan. They said that if Mr H1 wanted his son to have access then this could be arranged if Mr H1 contacted them directly.
- They had sent the necessary information to the FSCS once Mr H1's signature had been verified.

Mr H1 complained to Prudential in November 2021 and said he wanted:

- Prudential to enable his son (Mr H2) to have full control of his pension. Mr H1 noted Prudential had received a copy of the LPA [it appears this was either a reference to the link Mr H2 had sent in July 2021, or the mistaken belief, apparently held until more recently by Mr H1 and Mr H2 that their IFA had sent a copy of the LPA to Prudential].
- He wanted Prudential to remove the IFA from working on his pension account with immediate effect as his services were not required. Mr H1 said they would discuss this with the IFA once Prudential had stopped the IFA having servicing authority.
- Prudential were asked to provide clear instructions on how Mr H2 would be set up on the electronic Prudential account system to be able to manage his father's pension.

On 3 December 2021 Prudential wrote again to Mr H1. They did not uphold his complaint. In summary they said:

- Their position remained the same as they had explained in October 2021. They were unable to let Mr H2 have control of Mr H1's pension plan. They had not received an LPA and until they did, they were unable to allow Mr H2 to have control.
- In respect of the removal of the IFA, Prudential said this request had been sent to the relevant team to remove the IFA and cease all ongoing charges and they said they would write to Mr H1 once this had been done to confirm.

On 25 January 2022 Prudential wrote to Mr H1. They said they had tried to contact him unsuccessfully on 17 January 2022 and asked him to contact them. They said this was in reference to his enquiry, no further detail was provided on what they considered had been the enquiry.

Complaint at this service

In February 2022 Mr H2 complained to us, this complaint is made on behalf of Mr H1. Mr H2 was unhappy his father had been required to contact Prudential despite Mr H1 having an LPA authorising his son to act. Mr H2 suggested delay had nearly jeopardised an investigation (FSCS). He wasn't happy the IFA hadn't been removed and said this was needed as they wanted to appoint a new adviser. He noted Prudential had said they would do this in December 2021.

Mr H2 didn't think Prudential had acted on the letters they had been sent in July and August 2021 (or not sufficiently), and he thought the response of December 2021 had been

unsatisfactory. Mr H2 said that Prudential ought to be required to address loss and compensation. He noted ongoing IFA fees being paid and wanting to be able to transfer away from Prudential without the imposition of any penalty fees or costs.

Mr H2 initially thought compensation of around £2,000- £3,000 was appropriate, (separate to a payment for the IFA fees). Mr H2 said this represented the work he had done, and he referred to it as his professional time. Our investigator previously explained it is rare for us to require a business to meet payments to representatives, and it doesn't appear to me this has been further pursued.

Mr H2 told us initially that Mr H1's IFA had also told Prudential about the LPA. He told us the IFA had sent it to Prudential in July 2021, but it wasn't acknowledged until September. He sent us a copy of the email chain with the IFA about this. This shows the IFA telling Mr H2 that Prudential had asked to see the whole document but are happy to receive a scanned version. There is nothing suggesting the IFA has provided a copy of the LPA to Prudential. It doesn't appear anything was then provided, as Mr H2 replied to the IFA saying he had sent it to Prudential two months previously.

Prudential let us know:

- Mr H1 had previously been a victim of identity theft and fraud and as such there were enhanced security markers on his account.
- They did not receive a copy of the LPA from the IFA. They got an email from Mr H2 with the link but there had been an administrative error and this request had not been considered at the time, and the link had expired.

Prudential said they needed Mr H1 to speak to them to confirm he wanted the LPA registered and to provide a new online link.

- The request to remove the IFA had been received on 1 November 2021 but due to the enhanced security on the account they needed to speak to Mr H1 to confirm this. They consider this was the right thing to do.

A call attempt was made to the mobile number held for Mr H1 on 17 January 2022, but there was a message that the number was not working. As a consequence, they wrote to Mr H1 but said they had heard nothing since.

- On 26 July 2022 Prudential wrote to Mr H1 asking him to contact them about his enquiry and noting they tried to contact him on 17 January 2022.

Our investigator acknowledged the information Prudential provide online about the use of powers of attorney, including an LPA, and asked for some further information.

Prudential told us they had been unable to accept the LPA link sent to them in July 2021 due to the way they dealt with LPAs. But they did feel they ought to have acknowledged the request and contacted Mr H1 to confirm their requirements. This was the administrative error. They said they had sent the right information out in October 2021 explaining they needed Mr H1 to contact them directly if he wanted his son to access his account.

Prudential said that whilst they might now be able to accept an online link, they still needed Mr H1 to contact them (and they might still need a paper copy).

We asked Mr H2 to let us know a bit more about his father's health and he did this, he also confirmed that he does have a copy of the original document. Following further discussions Mr H2 was asked whether Mr H1 might be well enough to speak to Prudential on the phone.

Mr H2 said this could be arranged but he didn't think this was necessary since they now wanted to transfer away because Prudential had not acknowledged the issue of the LPA.

Prudential let us know that due to what they had been told about Mr H1's poor health they would consider accepting the LPA without speaking to Mr H1. They asked for Mr H2 to send the original copy of the LPA with an explanatory letter on the situation and they would look into lodging the LPA instruction subject to the usual checks.

Mr H2 wasn't happy with this information. He didn't feel it was prudent to send the original LPA to Prudential in the circumstances. He also thought sending the link had been sufficient. He didn't think Prudential had ever explained their process. He told the investigator he didn't want her to try and remedy the problem, he wanted the complaint considered.

Investigator's view

The investigator thought there were some areas where Prudential could have done things better and she upheld part of Mr H1's complaint. She didn't think Prudential had done anything wrong when it came to their checks and requirements in respect of information to be sent to the FSCS and what was required to accept an LPA.

She thought Prudential ought to have responded to the request to add and use the LPA in a timelier way and they ought to have explained what they needed more clearly. She tended to think Prudential ought to have tried to contact Mr H1 prior to 17 January 2022 and that they could have made their communications clearer.

Equally she thought it might have been reasonable to expect Mr H2, and Mr H1 to have tried to contact Prudential. And she noted that after the request for Mr H1 to contact Prudential was made in January 2022, Mr H2 instead made a complaint to this service in February 2022.

There was nothing to suggest Prudential had been told Mr H1 was unwell or at times in hospital. And when this service let Prudential know, they had been willing to consider alternative options, and she tended to think this was something Prudential were likely to have offered had they been told earlier.

The investigator didn't think it was wrong that Prudential wanted to speak with Mr H1 when Mr H2 said the IFA ought to be removed from Mr H1's pension plan. She thought Prudential had waited too long by only trying to contact Mr H1 in January 2022. But she wasn't persuaded this would have made any difference since Mr H1 hadn't contacted Prudential when requested in January 2022.

Having balanced everything she recommended that Prudential ought to pay Mr H1 a sum of £150. She didn't intend to tell Prudential to compensate for the IFA fees paid and she didn't accept it was appropriate for Prudential to be required to waive any fees should Mr H1 transfer his arrangement away from Prudential.

Mr H2's responses to view on behalf of Mr H1

Mr H2 on behalf of Mr H1 agreed the investigator had been right to identify failures on the part of Prudential. But he thought she ought to have asked them to do more. In summary Mr H2 suggested that because Prudential failed to act in the way he said they ought to have done, when sent the link to the LPA in July 2021, the LPA would have been accepted by

Prudential and Mr H2's instructions would have been acted upon. This would have meant the IFA would not have continued to receive ongoing fees (and we were told he still is).

It was not appropriate to expect Prudential to have spoken to Mr H1 from January 2022 onwards. Mr H1 has been seriously ill on several occasions between January to August 2022. Mr H2 wanted to know the number Prudential tried to call in January 2022.

It was said the IFA's fees ought to all be refunded, and the IFA removed from servicing the account. Any transfer out fees ought to be removed so that Mr H1 can transfer to a new provider, and the proposed award for compensation ought to be increased.

Mr H2 suggested the investigator had been ill-informed when it came to suggesting Mr H2 failed to update Prudential about Mr H1's situation after January 2022 [although Mr H2 has not told us that he did] and we have been provided with nothing supporting this. More recently Mr H2 has said he did not contact Prudential because he suggests Prudential had said he could not in October 2021. This appears to be a reference to the contents of the letter where Prudential said they could not discuss Mr H1's account with Mr H2 until Mr H1 contacted them to say that was what he wanted.

Mr H2 told us he had asked the IFA to confirm to us he had sent a copy of the scanned LPA to Prudential in September 2021. He copied us into a letter to the IFA that confirmed the IFA was still receiving fees from Mr H1's pension despite Prudential being asked for this to stop in November 2021 and asking the IFA to send confirmation of sending Prudential the LPA.

The IFA responded letting us know he did not send a copy of the LPA to Prudential. He had thought Mr H2 was dealing with this.

Provisional decision

On 12 June 2023 I issued a provisional decision as my thinking differed in some respects from that of the investigator, and I wanted to give all parties the opportunity to provide further information and respond to my current thinking.

I didn't think Prudential had acted in a timely way in respect of certain matters and I explained why I thought some of their communications could have been clearer. Overall however I didn't conclude this had either caused Mr H1 direct loss, or alternatively, that if there was any loss, I didn't think this was something Prudential ought to be considered responsible for. I also didn't think communications to Prudential had been as effective as they could have been. I set out what I intended to say Prudential ought to do.

Response to my provisional decision from Mr H2 on behalf of Mr H1

In summary:

- Mr H2 told us he and his father could not recall an episode of identity fraud being experienced by Mr H1 and asked for more information.
- They said that if Prudential had told them what their process was for accepting an LPA, they would have followed it.

Mr H2 suggests I am wrong to have thought he and/ or his father ought to have contacted Prudential to let them know of Mr H1's illness from January 2022 onwards and wrong to conclude this would have enhanced communications. Mr H2 says that Prudential instructed Mr H2 not to contact them due to data protection reasons in October 2021. Mr H2 notes his father was receiving treatment in January 2022 and could not manage his affairs for the next six months and was unable to communicate with Prudential as he was too unwell.

Mr H2 thinks I am unfair in what I say about this. He thinks that if Prudential had been clearer and more explicit in what was wanted at every point of engagement, they, (Mr H1 and Mr H2), would have willingly complied. Mr H2 stresses his professional experience and doesn't think there is evidence to suggest he does not follow due process.

Mr H2 wants the details of the phone number which Prudential said they used to try to contact Mr H1 on one occasion apparently in January 2022. I noted that I did not consider this number relevant to what I was deciding. He says it is relevant because there is no proof this call was ever made.

Mr H2 notes what I said in my provisional decision about Prudential being given information on the LPA when we first contacted Prudential about this complaint, and their later claim they did not have the LPA. He asks me to confirm Prudential has the LPA and is satisfied and that nothing further is required to enable Mr H2 to be recognised as holding the LPA for Mr H1. Mr H2 also told us that:

- The IFA firm refunded all fees received since November 2021 until the cessation of their instruction and had been removed on Mr H1's account. He did not tell us when this happened.
- Mr H2 is unhappy that Prudential have continued to email Mr H1 asking him to log in to his account. Mr H2 says Prudential will know Mr H1 can't log in and this has been the case for several years.

Overall Mr H2 says I ought to:

- Reconsider and say that a transfer out of Prudential ought to be made possible for them without Prudential receiving any exit penalty fees.
- If I don't agree this, I ought to require Prudential to nominate a designated person at Prudential to work with Mr H2 in respect of the online management of Mr H1's Prudential account.
- I ought to reconsider the responsibility I apportion to Mr H1 and Mr H2 when it comes to communication with Prudential. It is again suggested that Mr H2 was not allowed to contact Prudential after October 2021 and Mr H1 was not fit enough to do so physically after January 2022. As a consequence it's said I ought to significantly increase the award to be paid to Mr H1.

Further post provisional decision activity

I asked Prudential if they were able to give me a short outline of when the incident occurred leading to the enhanced security and some understanding of the nature of the incident.

I previously explained I did not consider the phone number used to try to contact Mr H1 in January 2022 of any determinative relevance in deciding this complaint, however I suggested to Prudential it might be shared with Mr H1 and Mr H2 as a courtesy.

I also asked Prudential for the current position on a LPA on Mr H1's account.

Prudential's responses

Prudential confirmed the following in summary:

- In October 2017 Mr H1 contacted Prudential to let them know a family device had been fraudulently compromised and he was concerned because this meant confidential information for his Prudential pension and his personal details (including

his signature), and his adviser had been compromised. It was from this time that enhanced security checks had been introduced.

- Prudential say the LPA has not been logged as they have never received a copy of the original LPA or a letter explaining the situation. They note that Mr H2 previously told us he didn't think it was necessary to pursue the logging of the LPA as it was intended that Mr H1's account would be closed, and his business transferred.
- Prudential say they can't supply the phone number used to try to call Mr H1 in January 2022 to Mr H2 as this would be a data protection breach.

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 haven't changed my thinking from that set out in my provisional decision.

I don't think Prudential have acted in a timely way in respect of certain matters and I think some of their communications could have been clearer. However I don't think it can reasonably be concluded this has either caused Mr H1 direct loss. Nor do I think if there is any loss that Prudential ought to be considered responsible for it. I don't think Mr H1 and those by his son, Mr H2, communications and contact with Prudential has been as effective or timely as it could have been.

This is a much longer decision than we might usually issue in respect of the matters raised. But I hope this will ensure Mr H1 and Mr H2 feel their concerns have been understood and that they have some understanding of what might be needed next depending on what Mr H1 chooses to do.

There are three main strands to Mr H1's complaint that I have considered:

- How Prudential dealt with Mr H2's instruction for Prudential to register Mr H1's LPA against Mr H1's pension plan and to allow Mr H2 to control it.
- Prudential failed to remove Mr H1's IFA from servicing the pension plan and receiving ongoing advice fees when asked in November 2021 and thereafter.
- Prudential delayed providing information to the FSCS.

How Prudential dealt with Mr H2's instruction for Prudential to register Mr H1's LPA against Mr H1's pension plan and allow Mr H2 to control it

I uphold this part of the overall complaint in part. However it is of significant importance for financial institutions to take care when someone seeks to control another person's finances and understand what is going on. Here, there is no suggestion here that Mr H2 was not acting as authorised by the LPA and on behalf of the interests of his father Mr H1, but I can understand why Prudential had some concerns based on what they were being told, and how, and the lack of other information.

I don't think Prudential were wrong to seek sight of the full LPA or to seek to speak to Mr H1. I think they acted in-line with their usual approach to such matters when it came to their requirements, (and one might conclude particularly important given the enhanced security on Mr H1's account and of additional concern, where they are also told there is a desire to remove another third party). Their approach is set out fully online and is not unusual to those required by many financial institutions when it comes to registering a LPA. I don't consider the requirements unreasonable.

Where there is a LPA, a link can be sent to a party, such as a financial institution, which allows the party to establish some information. This does not necessarily mean this will be enough for a financial institution to register an LPA and allow another party to control their customer's account. It is not unusual for further checks to be required. It is not unusual for these to involve a copy of the original document or a certified copy of the full document, conducting identity checks, needing further information, and understanding and checking the terms under which an attorney is authorised to act.

As I have explained Prudential provide online guidance as to what they require. The government website of the Office of the Public Guardian sets out what an electronic link can be used to provide, and this is not a copy of the full LPA.

I don't think the steps Mr H1 and H2 took to provide a copy of the LPA were adequate, nor were their expectations reasonable in the circumstances. I appreciate that there was a time when they apparently wrongly believed Mr H1's IFA had provided a full copy, but that is not Prudential's mistake. And I have seen what the IFA explained to Mr H2 in emails at the time, which does not suggest the IFA provided a full copy of the IFA it sets out that Prudential needed a full copy of the LPA. Prudential made it clear in October and December 2021 they did not have a copy of the LPA. In addition there is nothing to suggest Prudential were informed Mr H1 was unwell or unable to contact Prudential at any stage.

Mr H2's initial message attaching a link to the summary of the LPA in July 2021 did not explain any context, it simply instructed Prudential to give him control of his father's account. And after he sent that link, he continued to insist that he had sent the link to Prudential, and he didn't need to do anything further and it wasn't reasonable to ask him or his father to do anything more. I don't think this was a reasonable expectation. The link was not enough for Prudential to accept the LPA in any event, and Mr H2's reluctance to engage with Prudential and do anything further might not be considered conducive to ensuring that the LPA was added to the account.

Prudential needed more than the link sent to them by Mr H2, and this requirement was in line with their usual approach and can't be considered unreasonable. But I think Prudential could have explained this more clearly and in a timelier manner. Prudential say they did not identify and use the link before it expired, which they might reasonably have been expected to do (even as part of their checks). Whilst using the link would not have given Prudential sufficient information to register the LPA, it might perhaps have prompted them to contact Mr H1 to ask for more information.

Mr H2 complained to Prudential about them applying the LPA in August 2021, when he complained (about this and other matters). It wasn't until October 2021 that Prudential responded.

Prudential's response in October 2021 was accurate and fair. In summary they explained they were not in a position to send information on the pension plan account to Mr H2 or allow Mr H2 access to the plan. But they highlighted that since there was an IFA attached to the plan, this person could deal with matters. They also said that if Mr H1 wanted his son to have access then this could be arranged if Mr H1 contacted them directly. This information gave Mr H1 a number of options to ensure the adding of the LPA progressed (and the adding of Mr H2 to the account).

I tend to think Prudential intended it to be understood that they wanted Mr H1 to contact them directly by telephone, albeit this was not explained.

Whilst Prudential's request in October 2021 could have been clearer in explaining they needed to speak with Mr H1, and it could have directed Mr H1 as a starting point to the

online guidance (publicly available) on what was required to register an LPA on an account, it was intended to assist.

Instead of engaging with what Prudential said, Mr H1 complained to Prudential in November 2021 in a signed letter. In this he said he wanted Prudential to enable his son (Mr H2) to have full control of his pension. In the letter it's said Prudential would have received a copy of the LPA.

I accept this was contact from Mr H1 to Prudential. But I don't consider this was an attempt to engage and respond to what was contained in Prudential's letter. It merely repeated an instruction made as a complaint and was not sufficient to enable Prudential to register the LPA on Mr H1's account, nor was it accurate. Prudential had not received a copy of the LPA and I don't think by this stage Mr H1 or Mr H2 ought to have reasonably believed Prudential had received a full copy of the LPA. I don't think Prudential ought to have reasonably been expected to treat this letter as the contact needed to meet their requirements.

I don't think (particularly given the pre-existing security concerns on the account) it was unreasonable for Prudential to want to understand more about the circumstances and speak with Mr H1 as well as trying to obtain the LPA. There was no reason for Prudential to think Mr H1 was not available or well enough to speak to Prudential (and it has not been suggested to us he was not able to at this time).

Prudential responded in a reasonable time to the November 2021 complaint, on 3 December 2021, and in respect of the LPA set out clearly their position remained the same as they had explained in October 2021. They were unable to let Mr H2 have control of Mr H1's pension plan. They had not received an LPA and until they did, they were unable to allow Mr H2 to have control.

There was no further contact from Mr H1 and Mr H2 to Prudential after this. The next activity from them was when a complaint was made to this service in February 2022. I don't consider this to have been a reasonable response or reaction to the early December communication.

I find it surprising that neither Mr H1 nor Mr H2 questioned why Prudential said they did not have a copy of the LPA, if they believed they did; nor why they did not simply send another link or a copy of the LPA.

I have been sorry to read from Mr H2 that Mr H1 suffered a number of episodes of very poor health, particularly on a number of occasions during 2022, and he needed to be treated as a hospital in-patient. Since my provisional decision was issued, we have been told Mr H1 was unable to conduct his financial affairs at all from January 2022 for six months.

I don't think it is unreasonable to have expected Mr H2 to inform Prudential of this position if this was preventing Mr H1 being able to contact Prudential. I don't think the single complaint letter sent by Mr H1 in early November 2021 was sufficient as contact and it did not put Prudential on notice there might be any health concerns with their customer. In respect of registering the LPA to his pension the only thing that was provided throughout to Prudential was one link with an instruction sent by a third party and several letters of complaint.

The November 2021 letter is the only communication with Prudential that came from Mr H1 from July 2021, and then a complaint was made to us in February 2022. The only other communications came from Mr H2, in July and August 2021. This might reasonably be considered limited.

Mr H2 now suggests he did not contact Prudential directly when his father became unwell and unable to manage his affairs from January 2022 because Prudential had told him not to contact themselves in respect of Mr H1 for data protection reasons. I don't find this persuasive. I don't think it is reasonable to understand Prudential correspondence in October 2021 in this way. The letter was responding to a number of complaints and explaining that Prudential did not have a copy of the LPA and would like to speak to Mr H1 to understand more. I think it would have been reasonable for Mr H2 to let Prudential know his father could not contact them about the LPA, or to ask Prudential what could be done about adding the LPA since it's said his father was not fit to conduct his financial affairs. I tend to think it's more likely than not, that Prudential would have explained what was needed to enable them to add the LPA, or to allow Mr H2 to support his father with his pension at the time.

The issue of registering the LPA on Mr H1's account was extended over a long period, unnecessarily in my view, and the responsibility for this is shared between Prudential and Mr H2, as well as Mr H1.

I am surprised that Mr H1 and Mr H2 might have thought the response Mr H1 sent in November 2021 was likely to lead to Mr H2 being able to control Mr H's pension account. Given what had been communicated previously. And the 3 December 2021 would have reinforced this.

Prudential then wrote Mr H1 in January 2022 asking him to contact them about his enquiry. It isn't clear whether this communication was about the request to remove the IFA, or the LPA or both.

Whilst Prudential were not wrong not to have registered the LPA on Mr H1's account, they could have told Mr H1 and H2 more what was needed as well as asking him to contact them, and they could have said they wanted to talk to him (if possible) rather than just saying they needed him to contact them.

I have considered whether, if Prudential had done this, the LPA might have been registered on Mr H1's account earlier. This is a finely balanced decision as I don't consider Mr H1 and Mr H2 have engaged or communicated in a way they might have been reasonably expected to do.

It is not clear to me why Mr H1 or Mr H2 did not contact Prudential also in a more meaningful way. Even if Mr H2 thought providing the link in July 2021 was initially sufficient, it was made clear enough this had not been sufficient, and the LPA had not been registered.

For completeness, it is right to note that as Mr H1 and Mr H2 were aware, there was still an IFA attached to the plan, and there's nothing to suggest he was asked to do anything more about Prudential applying the LPA to the account (as Prudential had suggested).

Even if Prudential failed to provide the service they ought to have done, which I don't fully accept, I need to go on to consider whether any failure has caused Mr H1 a loss. I don't think there's enough here to say it has.

I previously explained that I understood what Mr H2 says about consequential loss, in that if the LPA had been registered on the account, Mr H2 would have been in a position to instruct Prudential to remove the IFA from Mr H1's account and ensure no further fees were paid.

But I didn't think there was enough to persuade me that I could reasonably identify a time by which Prudential ought to have added the LPA, allowing Mr H2 (as well as Mr H1) to act on Mr H1's account. I reached this thinking, having balanced the lack of reasonable effort in my

view undertaken by Mr H1 and Mr H2 when it came to communicating meaningfully with Prudential over the LPA.

I have also taken into account the further reasons below, about why I am not persuaded Prudential ought to be considered responsible for any of the IFA's ongoing fees or that there is any loss.

In addition I have also seen that when the investigator at this service tried to assist with having the LPA added to Mr H1's account and enquired if Mr H1 was well enough to speak to Prudential. Mr H2 did not want to explore this, Mr H2's focus was on wanting the complaint considered and not on resolving the matter of adding the LPA.

I am not persuaded Mr H1 and his son on his behalf, acted in such a way as might be considered reasonable when it came to getting the LPA added based on the information they received from Prudential. I am also not persuaded that any failures by Prudential to communicate as clearly as they could or in a timelier way, caused Mr H1 financial loss for which they ought to be responsible. So I can fairly deal with this part of the complaint made against Prudential with an award to reflect Mr H1's distress and inconvenience.

I note (and have taken into account when reaching my award on this matter) that once the complaint was made to this service, Mr H2 provided a copy of the link to this service, and we were able to download the summary LPA material available in this way. When we contacted Prudential, they asked us for a copy of the LPA to be able to communicate with us, and it appears they accepted the information we showed them which had been obtained from using the link. So Prudential did have a copy of the information available from the link when we sent it to them, which was over-looked later on, when asking us for information. I accept however this is not the full information required to add an LPA to an account.

I agree with the investigator, that had Prudential been informed of problems with Mr H1's health, as well as being provided with the information available from the link at an earlier time, they might have been willing to adjust their usual requirements (as they were when speaking to our investigator) when it came to registering an LPA.

Prudential will need to pay Mr H1 the sum of £150 to reflect the impact of failures in their service when it came to timely and meaningful communications.

In particular I have taken account of failing to use the link sent in July 2021 (sent by Mr H2 and not sufficient for the LPA to be registered) and failing to follow this up prior to October 2021. Failing to provide clearer communications about what was needed, or sign-posting other information and failing to effectively communicate in a timelier way. I have balanced the level of this award against the responsibility that lies elsewhere and have also taken account of the fact that I must consider impact in respect of Mr H1 and not Mr H2.

For completeness, I note that Mr H2 initially was instructing Prudential in respect of Mr H1 (as a third party) and for him to be given full control and have the pension put into his name. On top of the usual concerns and duty of care owed to a customer by a financial business, I think such requests would have reasonably raised concern, and particularly so since Mr H1 had previously reported being a victim of fraud. In addition, for various regulatory reasons, a pension account is very unlikely (if ever) going to be changed into another person's name. There is no suggestion here that Mr H1 lacks mental capacity, and as such he has not relinquished control of his pension account, he has merely authorised another (Mr H2) to act on his behalf and in Mr H1's interests.

Mr H2 has asked for the phone number Prudential used to try and phone Mr H1 in January 2022. I have not changed my thinking about this. This purported attempt to call took place

apparently once and was followed by the letter I have seen. I don't consider a possible single attempt to call to be of determinative relevance to what I have needed to consider. I have commented on Mr H2's request below.

Overall I tend to think clearer and more meaningful communications from Prudential and Mr H2 (and Mr H1) may have assisted more effective and efficient progress.

Prudential failed to remove Mr H1's IFA from servicing the pension plan and receiving ongoing advice fees when asked in November 2021 and thereafter

Prudential weren't wrong to decline to remove Mr H1's IFA from the account based on the information before me and given the circumstances at the time. However I uphold this complaint in part, to the extent that communications around this request were not dealt with as well as they ought to have been.

I have thought about this carefully, as I think Mr H1's letter of November 2021 clearly expressed his instruction to have his IFA removed from the pension account and Prudential's letter of December 2021 indicated this was being done and it told Mr H1, he would be informed when this was completed. Prudential's letter of December 2021 might reasonably have mis-led Mr H1 into thinking his request was being actioned, even though I accept Prudential were not wrong here to have gone on to require further information. I wanted to understand as a starting point why Prudential didn't remove the IFA and why this might not mean they ought to be responsible for at least some of the ongoing advice fees paid to the IFA.

I accept that given the enhanced security in place, and the general circumstances, it was reasonable for Prudential have asked to speak to Mr H1 prior to completing the instruction. I don't think it was reasonable for Prudential to have waited from November 2021 (when the instruction from Mr H1 was received) until January 2022 to try to contact Mr H1 about this, particularly given what they went on to say in December 2022. I don't think the letter sent in January 2022 could have been understood to only be about the IFA, it simply refers to Mr H1 having made an enquiry. So it seems to me this could mean a number of things, given the communications in the second half of 2021.

Balanced against this, I am not persuaded it was reasonable response for Mr H1 (and Mr H2) on receipt of the letter in January 2022, not to contact Prudential and instead to complain to this service in February 2022. However I appreciate Mr H1's son felt frustrated that things were not being done that he felt he had instructed (albeit I have explained above why I don't think communications had been reasonable). I also have no doubt he must have been worried about the health of Mr H1, and I have seen it's said Mr H1 was in hospital around this time.

When considering whether Prudential ought to be required to make any payment to represent ongoing fees being paid to the IFA, I have needed to consider whether all was done by Mr H1 and on his behalf, that might reasonably be expected, particularly when it comes to mitigating Mr H1's loss.

When I wrote my provisional decision, we had been told by Mr H2 the IFA was still receiving monthly fees. And I explained we had not been told whether Mr H1 or Mr H2 ever asked instructed the IFA to stop acting for Mr H1, and to stop taking ongoing fees from the retirement account. I considered it reasonable to have expected this to be done if that was what was desired.

I had not seen any reason why the IFA could not instruct Prudential to stop paying him ongoing fees and to remove him from servicing Mr H1's retirement account. Nor had I seen

any reason why Mr H1 and Mr H2 could not reasonably have told the IFA to do this if they had not.

As such I previously indicated it was fair to reflect the failure of Prudential to act in as timely way as they could have, on the November 2021 request, and Prudential's provision of misleading information in December 2021 (that the request was being dealt with), through an award. For this part of Mr H's complaint, Prudential needed to pay Mr H1 the sum of £100.

I was somewhat surprised to hear after issuing my provisional decision from Mr H2 that the IFA had already refunded all fees received since November 2021 until the cessation of their instruction and had been removed on Mr H1's account. I would have expected this to be something this service would have been told about by Mr H1 and Mr H2 (and Prudential) unless this has only been a very recent change, which we have not been told.

I was asked to say Prudential ought to refund ongoing fees paid to the adviser. Having now been informed they have already been refunded, I have not changed my thinking from what I said previously Prudential need to do.

Prudential delayed providing information to the FSCS

This was one of the original points of complaint referred to this service. I was not clear at the time of issuing my provisional decision if this was still pursued. Based on what I had seen, it appeared the investigator's findings that Prudential did what they ought to have done and in a timely way were accepted.

I agree with the investigator and so I am not upholding this complaint. It was appropriate for Prudential to undertake checks when it came to the signature on the information request sent by the FSCS, where the signatures did not match. I am satisfied this was done appropriately and in a timely way and the information was provided to the FSCS within a reasonable period of time and there is nothing that leads me to conclude the effectiveness of any consideration by the FSCS was adversely impacted by an unreasonable delay, or at all.

Current status of the LPA

The LPA has not yet been added to Mr H1's account with Prudential to enable Mr H2 to act using the power conferred by the LPA. I don't consider it appropriate for me to require Prudential to do anything about this.

Prudential's requirements to apply an LPA are not unusual They are freely available online. Whilst Prudential didn't do all that they could when it came to identifying that Mr H1 might want to add a LPA to his account, what they need is not unreasonable. After a complaint was referred to this service our investigator spoke with Prudential and in the circumstances of this matter it appeared Prudential were willing to see if they could assist with adding the LPA without all of the usual process being required. However Mr H2 was sufficiently clear this was not something he wanted the investigator to pursue or to discuss with him further.

As such the LPA was not added and I don't think Prudential have been unreasonable in not registering Mr H1's LPA yet. They don't have the information they need, and I don't consider they ought to be held to an earlier offer to work with the investigator to see if the LPA could be added.

It is a matter for Mr H1 if he chooses to add the LPA. We have not been told he is not able to act for himself or that he is too unwell to do what is necessary, in any event Mr H2 will be able to assist with what is required. I don't intend to require Prudential to do anything further in respect of the LPA.

I don't consider Mr H2's request that Prudential ought to be required to identify someone to support him in managing Mr H1's pension reasonable or proportionate given the circumstances here. Doing what is needed to add a registered LPA (as is the case here) to an account ought to be straightforward and does not require any specialist experience. The ongoing management of Mr H1's pension (online or otherwise) is not a service Prudential ought to be required to provide here. If Mr H2 simply seeks support when it comes to understanding how to complete ad hoc tasks online, then this is something I'd expect him to ask Prudential about (or seek online guidance) as and when a need arises. If it is to do with advice on the management of the funds, this is not a service offered by a provider. I don't think asking Prudential to do or provide anything further is proportionate or reasonable.

For completeness

I previously explained more about our role and approach. In addition I wanted to explain that I have not changed my thinking in that I don't consider it appropriate here to tell Prudential to waive any transfer fees, (should Mr H1's plan be transferred to a different provider). Any such fees are part of the terms of the plan, and I don't consider Prudential to have acted in such a way that such terms ought not to continue to apply.

Mr H2 has repeated Mr H1 has problems with logging in online and being asked to communicate electronically. As we previously explained, it is not clear if Prudential have considered any such complaint, and so I have not considered it as part of this case. Mr H1 and/ or Mr H2 will need to complain to Prudential about this if they wish to pursue a complaint, to give Prudential the opportunity to investigate.

Mr H2 thinks it's important to be told the phone number Prudential say they used to try to call Mr H1 on (once) in January 2022. He says that until this is known it can't be known whether Prudential did try to call or not. As I explained above, I don't find this issue of any substantive relevance to the decision I have needed to make. I have seen the letter sent to Mr H1 shortly after Prudential say they tried to call and have considered all that has been said. I have already explained that Prudential ought to have done better when it came to this contact. It had taken too long to contact Mr H1, and their communication was not as clear as it could have been. I asked Prudential if they had any objection to me sharing the phone number Prudential say they used, as although it is not considered to be relevant by me to my decision, I hoped we might be able to do so as a courtesy. Prudential have objected to us telling Mr H2 as they seem to think it would be a breach of their data protection requirements. I'm not sure I agree, given Mr H2 is representing Mr H1 at this service and the information would be intended for Mr H1 in any event. However I don't consider the number to be of central relevance to the complaint I am deciding and as such I don't intend to delay my decision further due to this issue alone. It is not for me to decide matters of data protection in any event.

Putting things right

Given the reasons I have provided above, Prudential will need to pay Mr H1 the total sum of £250 in respect of these matters of complaint. I don't believe any money to have been paid in respect of these matters to Mr H1 thus far. If it has been then that sum can be deducted from the total of £250.

My final decision

For the reasons given I uphold Mr H1's complaint about the Prudential Assurance Company Limited in part. Prudential are required to pay Mr H1 the sum of £250 within 28 days of being informed of the acceptance of my decision. I don't believe any money to have been paid in

respect of these matters to Mr H1 thus far. If it has been then that sum can be deducted from the total of £250 to be paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H1 to accept or reject my decision before 25 August 2023.

Louise Wilson
Ombudsman