

The complaint

Mr B complains about the amount of time it took The Prudential Assurance Company Limited ('Pru') to process his request to access the funds in his personal pension, and the number of times he had to contact them in order to progress the complaint. Mr B states that because of the delays in Prudential dealing with the request for him to withdraw the funds from his pension, he had to pay two additional mortgage payments.

What happened

Mr B held a pension with Pru, and in April 2024, he decided to access the whole pension fund by way of an Uncrystallised Fund Pension Lump Sum (UFPLS).

On 9 April 2024 Mr B called Pru and was told he needed an options pack that would be uploaded to his online account within five working days. I have been provided with a timeline of events, leading to Mr B's pension being paid, which shows a number of failings in Pru issuing Mr B with the relevant documentation in order to process the pension claim.

Both the parties are aware of the delays that occurred, therefore I do not intend to outline each event here, except to say that from 9 April 2024, when Mr B instigated the process to access his pension fund, until 20 June 2024 when the payment was made to Mr B, there were a significant number of contacts between Mr B and Pru, and delays in the relevant steps in the process being carried out on the part of Pru.

On 20 June 2024, a payment was made by Pru to Mr B, at which point the value of his pension was £38,420.37. Due to the deduction of tax, a total of £27,074.97 was actually paid, and received into Mr B's bank account the following day. On 3 July 2024 Mr B received a letter confirming the fund total and payment amount, and included a P45.

Mr B was unhappy with the delays caused by Pru, and made a formal complaint.

On 2 October 2024 Pru responded to Mr B's complaint. In their response, Pru referred to a previous letter sent to Mr B on 17 September 2024 in which they advised him that this new complaint would have to be dealt with separately from a previous complaint that Mr B had made.

Mr B's complaint focused on Pru's poor service and the delayed payment of his pension. Pru upheld the complaint. They agreed that they failed to deliver the level of service that Mr B should have received, and concluded that the earliest that the pension payment could have been made (in line with their own timescales) was 15 May 2024. To establish whether Mr B had lost out financially due to their delays, Pru revalued the amount that Mr B would have received if the payment had been made on 15 May 2024 (£26,951) to the date the payment was actually made by adding 8% interest to £26,951 from 15 May to 20 June (the date they actually made payment), and paid Mr B £80.99. In recognition of the poor service provided, Pru additionally paid Mr B £150 for the trouble caused, meaning that a total of £230.99 was paid to him at that time.

Within this response, Pru noted that Mr B had made comments within his complaint relating to having to make additional unplanned mortgage payments due to the delays in them paying his claim. They stated that if Mr B provided evidence of this, they would review this point.

Mr B responded to this on 3 October 2024, asked for clarification of what evidence would be required in relation to the mortgage payment he had made. He stated that he had intended to repay his mortgage once he was in receipt of the funds, but due to the delays, he had an extra two months payments.

Mr B also requested he be sent the relevant form showing the interest (and tax) that had previously been paid in respect of his complaint, in order that he could forward it to his tax office.

On 3 December 2024, Mr B emailed Pru and made a further complaint in relation to the way his complaints had been handled, as he had not had a response to his previous email on 3 October 2024.

On 19 December 2024 Pru sent a further final resolution letter, reflecting the new complaint points raised. Within this response Pru acknowledged that Mr B's further email of complaint was sent on 3 October 2024 and they failed to respond. They apologised for this and upheld the complaint, and paid him a further £50 in respect of the poor service provided.

In relation to the additional mortgage payments that Mr B stated that he had paid, Pru concluded that had they proceeded the claim on 15 May 2024, it would have been unlikely that the mortgage could have been redeemed by 17 May 2024 when the mortgage payment would have been due. However, they stated that had they met their standard payment process timescales, it would be reasonable to consider that it should have been possible for Mr B's mortgage to be redeemed prior to the 17 June 2024 payment. At that time, they did not have evidence to support the claim, and stated that if Mr B could provide evidence showing the payment, they would reconsider the decision.

On 7 January 2025 Mr B provided a mortgage settlement letter and bank statement showing the payment he made in June 2024, and on 17 February 2025 Pru confirmed that the additional information had been received. They stated that they would reimburse £167.41 for the mortgage payment on 17 June 2024, plus interest from 17 June to 17 February 2025 therefore a total of £174.60 was paid.

Mr B was dissatisfied with how his complaints had been handled, and on 21 March 2025 he forwarded his complaint to our service.

On 20 June 2025, our investigator issued their view and agreed that Pru had caused delays. She noted that Pru had agreed that they were at fault in causing delays, and had reimbursed him to put him back in the position he would have been in had the delays not occurred

Although Mr B agreed with the investigator's decision, he was not satisfied with the overall outcome, as he felt that Pru had continued to provide a poor service, in relation to both this complaint, and a previous complaint.

The investigator responded to this and explained that this service is only able to deal with issues included within each complaint forwarded to us [ie, cannot refer to previous complaints that have already been dealt with] however Mr B requested that an ombudsman review the complaint.

Because Mr B requested an ombudsman decision, the case has been referred to me

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 am in agreement with the investigator, and for broadly the same reasons.

I have summarised this complaint in less detail than Mr B has done and I've done so using my own words. The purpose of my decision isn't to address every single point raised by all of the parties involved. If there's something I've not mentioned, it isn't because I've ignored it - I haven't. I'm satisfied that I don't need to comment on every individual argument to be able to reach what I think is the right outcome. No discourtesy is intended by this; our rules allow me to do this and it simply reflects the informal nature of our service as a free alternative to the courts.

At the outset I think it is 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, in the position they would have been if the problem hadn't occurred.

It is clear that in the process of transferring Mr B's pension funds to him, Pru caused delays. This is not in dispute, Pru have agreed this point, and apologised for the delays.

In providing her view, our investigator also agreed that Pru's notional timeline appears fair, and the compensation paid was in line with what she would have suggested.

As there is no doubt that Pru's errors resulted in the delay in the payment of Mr B's pension to him, I have not considered this issue further. Instead, I have focused on what I believe to be the crux of Mr B's complaint, that is, the redress payable and the ongoing levels of service Mr B has received from Pru.

Pru have calculated that in line with their standard timescales, the earliest they could have made the payment was 15 May 2024. Pru have explained that the mortgage payment that was due in May 2024 would have been missed (and therefore had to be paid by Mr B) even if they had not caused delays, because Mr B's pension had been paid on 15 May 2024.

Even without delays, it cannot reasonably be concluded that Mr B could have paid off the mortgage in time to prevent the May 2024 payment becoming due. Pru have therefore confirmed they are not prepared to reimburse Mr B's mortgage payment due in May 2024. They have reimbursed the mortgage payment paid by Mr B in June 2024, which only remained payable because Mr B's mortgage had not been repaid due to Pru's errors. This was paid to Mr B in February 2025, with interest added to the date of payment (a total of £170.60).

Pru have paid interest to Mr B on the total pension fund paid to him from 15 May 2024, to the date it was actually paid to ensure that he did not incur a financial loss due to their delays.

In recognition for the poor service and the distress and inconvenience caused, Pru paid Mr B a further £150 as part of the response on 3 October 2024. When Mr B complained further

about the complaint handling Pru agreed that they had provided a poor level of service, and paid a further £50 in December 2024.

I have considered whether the payments already made to Mr B are reasonable and am satisfied that they are. As I've already set out above, the purpose of this service is to resolve complaints between consumers, not to punish businesses for their errors. It would therefore not be fair for me to ask Pru to reimburse the mortgage payment which Mr B paid in May 2024, because he would have always been liable to pay this, regardless of any delays caused by Pru. I am also satisfied with the amounts of compensation that Pru have already paid to Mr B in respect of the poor service experienced by him. These amounts are reflective of the level of inconvenience caused, and in line with what this service would have awarded. I am therefore upholding Mr B's complaint about the delays caused in processing his pension payment, but not asking Pru to do anything further beyond what they have already offered to do.

I am aware that Mr B is unhappy with the way that Pru handled his complaint, and the number of times he had to contact them to achieve a resolution. Having reviewed the timeline of events leading to the payment of Mr B's pension fund, and following complaint communications, I can understand that the process must have been incredibly frustrating for Mr B as he attempted to resolve the issues. However, as the investigator explained in her view, complaint handling does not fall within the jurisdiction of this service. In order to fall within the jurisdiction of the Financial Ombudsman Service, a complaint must be about the provision of, or failure to provide, a financial service. Because a complaint about complaint handling does not fall within this definition, I am unable to consider this point further.

My final decision

I uphold Mr B's complaint about The Prudential Assurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 December 2025.

Joanne Molloy
Ombudsman