

The complaint

Mr W complains that The Prudential Assurance Company Limited delayed his additional contribution to an investment bond with it.

What happened

Our investigator set out the background to the complaint, which I have included below for ease of reference:

On 16 October 2024, Mr W contacted Prudential to request a top up form for his Prudential Investment Plan via post as he wasn't able to make the top up online. On 18 October 2024, Prudential issued Mr W with incorrect forms to top up his investment plan.

On 13 November 2024, Mr W called Prudential for assistance in completing his top up form and confirmed the address to return the form to. Mr W also asked if he was able to call and arrange the contribution by BACS rather than by cheque once the form was received, to which Prudential agreed. Mr W posted his form to Prudential the same day. Mr W called Prudential on 19 and 22 November 2024 to see if they had received his forms and he was told they hadn't yet arrived. Prudential received the forms on 25 November 2024 and, when they established the forms were incorrect, they issued Mr W with a letter requesting the correct forms the following day.

On 29 November 2024, Mr W called to raise a complaint as he still hadn't received notification of receipt of his top up forms. Prudential confirmed the application had been received but that it was incorrect, and Mr W would need to complete the new form they sent out on 26 November 2024.

On 16 December 2024, Mr W returned the correct forms to Prudential which they received on 30 December 2024. On 7 January 2025, Prudential received the BACS transfer of £50,000 and allocated the top up with a price date of the same day.

Prudential responded to Mr W's complaint on 24 April 2025, accepting responsibility for delays to the allocation of his funds and agreeing to backdate the allocation to 2 December 2024. Prudential also offered £300 to compensate Mr W for the distress and inconvenience caused by their poor service. As Mr W was unhappy with Prudential's response, he referred the complaint to our service for investigation.

Mr W is unhappy with the service he received from Prudential between 16 October 2024 and 24 April 2025. He says they lost his top up forms on two occasions and were slow to acknowledge receipt when they did arrive. Prudential backdated Mr W's top up to the wrong date and didn't notify him before they made changes to his policy to backdate the contribution.

After sending in the correct top up forms on 16 December 2024, Mr W didn't receive confirmation the payments had been allocated correctly until he received Prudential's complaint response dated 24 April 2025. Mr W contacted Prudential numerous times

between March and April 2025 but wasn't able to give his side of the story. Prudential couldn't answer Mr W's questions over the phone and failed to action call backs they promised they would.

Our investigator looked into matters and upheld the complaint. He said Prudential should pay more compensation to Mr W to bring it in line with our award guidelines. He awarded an additional £150 to bring the total compensation up to £450. He also said that he felt Prudential without its errors ought to have been able to apply a top up quicker than it had calculated. And so he felt the loss calculation should use a date of 29 November rather than 2 December that Prudential had decided was fair.

Mr W accepted this and so did Prudential but it then made us aware that it had in fact already paid additional compensation for its errors of £211, therefore it had already paid more than the investigator had said. It asked whether it therefore needed to pay more compensation.

Our investigator then wrote to both parties to clarify that no more compensation for the trouble and upset caused was required as Prudential had already paid more than he had recommended. But that it still needed to conduct a loss assessment regarding the delayed top up.

Prudential sent evidence to show it had now completed this.

Mr W responded to say he didn't think that compensation should count towards this complaint, as it was paid after he had complained to us. And that he had found postage receipts showing he'd posted the forms (which were incorrect due to Prudential's error) on 13 November. It therefore shouldn't have taken until 29 November for the investment to be made.

Our investigator explained that the compensation paid by Prudential in the later final response letter was for the same issues that Mr W had said he should receive more compensation for, and the investigator had agreed. But as it had already paid more than that, he didn't think any more compensation for the trouble and upset caused was due. With regards to the top up date being earlier, the investigator said he hadn't seen any proof that Prudential had received the forms earlier than it did.

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.

And having done so I agree with the investigator and for broadly the same reasons.

With regards to the trouble and upset paid, the investigator set out what the additional award was for and Mr W accepted that at the time. It was only later that Prudential let us know that it had subsequently considered Mr W's points (the same he asked the investigator to consider as part of this complaint) and paid additional compensation. This was in excess of what the investigator had awarded and what was accepted by Mr W. Mr W believes that he should still receive more compensation across his complaints (the investigator considered a linked complaint as well which was closed some time ago) due to Prudential's errors. But looking at the circumstances here it has already paid over £500 to Mr W for its errors. I don't think further payment is warranted here. That isn't to say that Prudential didn't do things wrong, it did, its customer service was poor, it missed call backs and delayed the investment of top ups through various failings which must have been very frustrating for Mr W. But I think the amount already paid is sufficient and in line with our guidelines.

Mr W also initially accepted the loss calculation being carried out based on the 29 November. The investigator's reasoning for this was that if things had gone to plan from the start, instead of issuing Mr W with the incorrect forms on 18 October, it would have sent the correct forms and then following the same timeline as reality this would've resulted in the money being invested on 29 November – as Mr W called on this date – and with the correct forms being received he could have then made the bacs payment there and then.

It was acknowledged by the investigator that Mr W sent the forms off on the 13 November, Prudential's records show it as being received on 25 November. This does seem a long time considering Mr W says he sent these first class. But first-class post doesn't guarantee delivery in a short time frame, it can still take some time. And it is fair to allow the business time to process the post and upload the post to its system – a large business like Prudential will of course have a central post-room where post will be scanned and then added to the work system for the staff to action. But Prudential also couldn't invest Mr W's money on receipt of the correct forms as it also required payment. Its forms ask for payment by cheque or bank transfer (the correct form did at least which Mr W had received for a previous top-up – and Mr W agreed with Prudential he'd pay over by bacs). Mr W chose not to enclose a cheque, so payment was reliant on the bank transfer being made. Mr W called Prudential a number of times after sending the forms off on 13th November. He called on 18, 19, 22, 28 and 29th of November.

It was on the call of 29 November that Prudential informed Mr W that they had received the forms (in the other calls they said they hadn't yet been received). But as we know this was an incorrect form due to Prudential's error in sending it to Mr W. Mr W did also call on 28 November and asked about having his complaint response sent by letter. At the end of this call he did ask about the forms being received but said as this was for a different policy, he would ring the correct department. He then did this on the following day.

Whilst we know the date Mr W sent the forms to Prudential. And we know the date it was scanned onto their systems, I don't know if this is the same day Prudential actually received the form. Mr W sent it on a Wednesday it's not unreasonable to think all things going well it would've reached Prudential's post room to action by the following Monday which was 18 November. Mr W did call on the 22 November, so there is a chance that the forms could've been received and uploaded in time with all things going well. The post being received quickly and the post room working efficiently to scan this onto the systems. But ultimately I cannot say when this was received and the evidence Prudential have provided is that it was received on 25 November. With no evidence to say it was received earlier, I think it's fair to accept this as the earliest date it could've been paid. Mr W then didn't call to ask about the forms, after this date until the 29 November. If he'd been sent the correct forms, this would then have allowed him to make payment on the 29th – and this is the result the investigator came to and what was initially accepted by Mr W and Prudential. And for which Prudential has now completed a loss calculation based on this date.

I accept it is possible and plausible that the forms may have been received by the 22 November and Mr W could then have made payment when he called. But the evidence Prudential has supplied is that the form hadn't been received by it on that date. 13 November to the 22 November was seven working days, I don't think it is out of the question that the majority of this time (or all of this time) could've been due to the slow delivery of the form. I note that Mr W said he sent the post by first class post, his receipts show no value or explanation of what postal method was used. But he had spoken to Prudential on 13 November – the day he sent the post – and confirmed that the form he had, had a free-post marker attached to it. It is of course still possible Mr W chose to send it first class and paid for a stamp – I believe this to be Mr W's honest recollection. But if he didn't and had forgotten it was actually sent via freepost, which is usually a second class service, this may explain some of the time taken.

Ultimately, there are a lot of variables here that mean I can't be sure when the post was received. The only evidence of receipt I have, is the electronic date added to the correspondence by Prudential and the date it shows on their systems which is 25 November. And Mr W by choosing not to pay by cheque (perhaps not unexpected in this day and age) meant that he also needed to make a bank transfer for the investment to be made. All in all, whilst it doesn't feel wholly satisfactory it taking this long to add a top up, I don't think a payment date of 29 of November is an unreasonable solution here based on the evidence. And Prudential has now implemented this. Mr W also received compensation for the trouble and upset these delays and errors caused him, so additional compensation on top of the loss calculation was paid.

In conclusion I think the trouble and upset paid and the loss calculation for the delay fairly and reasonably concludes this complaint. I recognise from listening to Mr W's version of events and the calls he had with Prudential, that it did give him a very poor customer service and made errors. Whilst I think the compensation paid now is in line with our guidelines, this doesn't mean that I don't sympathise with the experience Mr W has had here. He suggested if these problems continued he would move his money elsewhere and I can understand from looking at his complaint why he's considered this course of action.

Putting things right

I understand Prudential has already put things right by paying more than the £450 agreed originally and it has already implemented the loss calculation and additional units for Mr W due to the delay. But of course, if any of this is outstanding, it should complete the necessary immediately.

My final decision

The Prudential Assurance Company Limited should put things right as set out above, if it hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 October 2025.

Simon Hollingshead
Ombudsman