

## The complaint

Mr K was retiring in September 2025 but he didn't receive information he'd first requested from The Prudential Assurance Company Limited (Prudential) in December 2024 to make a decision about his pension. He's unhappy with Prudential's poor service and lack of communication.

## What happened

I issued a provisional decision on 17 December 2025. I've set out what I said about what had happened and my provisional findings. As I said, there'd been multiple communications and I hadn't mentioned everything.

*'Mr K lives abroad and has two personal pension plans with Prudential. He was planning to retire in September 2025. He'd been trying to set up MyPru, an online service for customers to view and manage their policies. He called Prudential on 19 December 2024 and the representative tried, unsuccessfully, to register Mr K for MyPru. He was then transferred to another representative as he had queries about taxation for overseas customers. His queries weren't resolved and a call was scheduled for the next day, 20 December 2024. A call was made but it cut off before Mr K could speak to the representative.*

*Mr K complained to Prudential on 23 December 2024. He also submitted some questions he wanted answered. He asked Prudential to reply via the email address he gave. Prudential wrote to Mr K on 3 January 2025 saying he'd need to contact HMRC with tax queries.*

*Prudential issued a final response to Mr K's complaint on 9 January 2025, upholding the complaint and apologising for the poor service Mr K had received. Prudential said he should contact HMRC about taxation. And MyPru was only available to UK residents (which, as mentioned later, isn't the case).*

*On 15 January 2025 Mr K sent a secure email to Prudential asking for the information he'd originally requested to be provided. He also said the representatives he'd spoken with should've told him that only UK residents could register for MyPru. He queried why the call on 20 December 2024 had been aborted and no attempt to call him back made. He sent several reminders to Prudential by secure email between 24 and 30 January 2025.*

*Prudential responded on 31 January 2025 saying they'd been unable to locate his policy and requesting further details. Mr K replied the same day with his details. He reminded Prudential that he wanted answers to the questions set out in his letter attached to his first message (and which had contained his policy numbers). He queried why Prudential hadn't come back to him immediately to say his policy couldn't be found. Prudential explained how the email in box worked and said the information had been passed to the relevant team to deal with. Mr K chased Prudential several times in early February 2025.*

*Prudential wrote to Mr K on 3 February 2025 with plan information (fund values and a projection). Prudential also wrote to him on 5 February 2025 saying they needed to talk to him as they didn't have his contact details on record. On the same day Mr K referred a*

complaint to this service.

On 11 February Prudential sent Mr K information by post about his retirement options. Current fund and transfer values were sent on 12 February 2025.

Mr K told Prudential by secure email on 14 February 2025 that because of the 'abysmal' customer service, he'd decided to transfer to a new provider. He asked about the procedure and for any forms to be emailed to him.

Prudential sent Mr K his annual statement on 15 February 2025.

He chased between 18 and 20 February 2025 for a reply about transferring. Prudential sent transfer packs to Mr K by post on 20, 24 and 26 February 2025. The transfer values were £169,472.76, £169,263.53 and £168,185.36 respectively. Mr K emailed Prudential on 5 March 2025 expressing concern about the markets and saying that his funds would probably be crystallised at a significantly lower value and he expected to be compensated for any loss.

Prudential sent a (further) final response to Mr K on 7 April 2025. Prudential acknowledged that, in his email of 15 January 2025, Mr K had expressed dissatisfaction with Prudential's response. So the complaint had been reopened. Prudential agreed that Mr K had continued to experience poor service. When the call on 20 December 2024 was dropped, Prudential should've attempted to call or contact Mr K as a matter of urgency. About MyPru, although Mr K was an overseas resident, there was a way for him to register which he should've been made aware of. He should contact the MyPru Helpdesk. Prudential also agreed that Mr K's transfer request hadn't been actioned in a timely manner. If he proceeded with the transfer a loss assessment would be undertaken. In recognition of the poor service and the distress and inconvenience caused, a payment of £200 would be made by cheque.

Mr K thought Prudential's response was a step in the right direction. But he said his original complaint hadn't been resolved – he still hadn't got answers to his questions. Or, more importantly, access to his funds. He wasn't confident the compensation promised would be paid promptly. And £200 only compensated him for a fraction of the time and energy he'd invested since December 2024. He was also concerned as to how he'd be able to cash a foreign currency cheque – his own bank didn't offer that service – and if he'd incur a fee. He also referred to recent market falls – on 14 February 2025 his fund value had been £170,212, which he saw as a benchmark. If his experience had been different, he'd have taken his benefits with Prudential. Instead, he'd had to do a lot of research to find a new provider. But he said the proposed transfer had been put on hold as the new investment provider had suspended new business acceptance. Mr K said he'd told Prudential the transfer request would be resubmitted at a later date.

Mr K sent us an update on 9 May 2025. He hadn't heard further following Prudential's letter of 7 April 2025. So his questions from December 2024 remained unanswered. He said he'd sent almost 40 messages to Prudential over the last four months, none of which had been answered. And that Prudential had blocked communication on all channels and was still refusing to allow access to his funds. He still didn't have access to MyPru and he hadn't received the cheque for £200. The proposed transfer had failed because of the new provider's position but, if Prudential hadn't delayed, it would've gone ahead before that issue arose. He'd be retiring by the end of September 2025. He'd be able to pay his rent and health insurance from another pension and his savings. But not his electricity bill and he'd need to buy food. He set out what he'd like as a resolution.

The investigator responded to say the retirement options pack issued on 11 February 2025 said, once Mr K had reached a decision, he should contact Prudential on the telephone

number given to let them know what he'd like to do. And Prudential had said he should call the MyPru Helpdesk for help with registering.

In response, Mr K said Prudential knew what he wanted to do as he'd communicated his decision in December 2024. The letter dated 11 February 2025 had said to get in contact if he needed any more information before making his decision. He clarified why that was the case. He said the telephone number given to register for MyPru didn't appear to work but he'd been able to locate another number and he was now registered for MyPru. But Prudential should've sent him the link earlier. He'd sent his questions again, using the secure messaging facility on MyPru.

Prudential attempted to call Mr K twice on 15 May 2025. He called back the following day and Prudential explained that it had to follow procedures set by the regulator and go through some disclaimers over the phone, and this couldn't be done in writing.

Mr K had a call on 16 May 2025 with one of Prudential's retirement annuity consultants who talked Mr K through the different annuity options. She explained the purpose of the call was to explore the annuity options so Mr K could choose what quotes he wanted. Mr K confirmed he wanted to take 25% tax-free cash and that his preferred annuity option was a level income, single life annuity without a payment guarantee period, payable either monthly or quarterly. The retirement consultant provided an immediate quote on this basis, with the payments being made monthly in advance. She then provided a further quote with the payments being made quarterly in arrears. Mr K confirmed he wanted the latter quote only in writing, and the consultant agreed to send it in the post. She also explained the quote had an expiry date so, if Mr K decided to retire outside that date, he'd need to call back for a new quote. Also, as he was overseas, the quote would reach him by 9 June 2025.

Mr K reported that some progress had been made. He said Prudential was much more responsive to secure messages on MyPru (although I think that was his initial impression which, sadly, wasn't sustained). He'd been given a phone number which he'd called and the representative had understood his concerns and forwarded his request to the annuity department. He referred to the call with the annuity consultant who'd called him back the same day. She'd been helpful and would prepare the necessary paperwork which would be sent by post. And he'd then finally be in a position to decide how to proceed. But all that could've been done in January or February 2025. He was concerned that due to market movements he might not get the same annuity.

Mr K contacted Prudential on 21 May 2025. He'd found Prudential's online annuity calculator. It indicated he could get tax-free cash of £42,274 plus a guaranteed annual income for life of £8,471. But over the telephone the consultant had quoted tax free cash of £42,419 and an annuity of £7,826 – the annuity calculator quotation was 8.2% pa higher.

And, on 23 May 2025, Mr K told us that another issue had arisen. He'd received a booklet entitled 'Prudential Distribution Limited – Client Agreement'. It said, on page 4, that to use Prudential's services, Mr K had to be a UK resident for tax purposes. Which, as Prudential knew, he wasn't. That hadn't been mentioned before, not even during his telephone call with the annuity consultant. He'd queried things with Prudential.

On 1 June 2025 Mr K updated us again. He'd received the compensation cheque promised in Prudential's final response dated 7 April 2025. And he'd found a bank that was willing, for a fee, to cash it. He'd sent off the cheque by post.

He'd also finally got an annuity quotation from Prudential. But he needed different quotes to take into account payments in advance, monthly payments etc. Further he'd found out, by using the annuity calculator, that higher annuities were available but only to UK residents.

*He'd identified two QROPS (Qualifying Registered Overseas Pension Schemes) and he was awaiting quotes. If they were comparable or better than Prudential's annuity offer he'd choose them, as he'd prefer to avoid the currency risk but, if not, he'd accept that risk and chose Prudential. He did say the markets had recovered and, so long as Prudential managed to covert his funds before the next crash, he hadn't lost out financially.*

*Mr K told us on 6 June 2025 that he'd sent the annuity form back to Prudential. He felt he'd had to do that as setting up the annuity could take weeks and he was going to retire in September. But he still had outstanding questions which Prudential hadn't answered.*

*Prudential issued a further final response letter on 10 June 2025, setting out some 13 complaint points. Prudential said, in recognition of the continued poor service, a further payment of £250 had been awarded. Mr K was very unhappy with Prudential's letter and he responded in detail. He'd concluded that he was unable to proceed with Prudential – he'd lost all trust – and the only solution was to move his funds away from Prudential as quickly as possible. He'd cancelled his annuity request.*

*On 11 June 2025 Mr K emailed us setting out some 11 queries he said remained unanswered. And on the same day he told us that he'd sent a message to Prudential as the bank he'd used to pay in the cheque for £200 had contacted him to say the cheque had been stopped. Which meant his account had been debited with 280 euros for the unpaid cheque plus fees. The investigator shared Mr K's email setting out his outstanding queries with Prudential and asked for any further comments.*

*Mr K reported on 21 June 2025 that he still hadn't received the £250 compensation despite providing his bank details. Nor had he received the £200 promised in Prudential's letter of 7 April 2025 or compensation for the additional fees he'd had to pay. He said he'd made a new complaint about that.*

*On 16 July 2025 Mr K provided information from the proposed new provider about the transfer which he said showed that it wasn't Prudential's fault that it didn't go ahead. But later that day Mr K said Origo (an electronic transfer platform, aimed at streamlining and speeding up transfers) had confirmed that Prudential's requirement for the transfer request, which had quoted both plan numbers, to be replaced by two requests, one for each plan number, wasn't necessary. Mr K saw that as an example of Prudential's continued obstruction of access to his pension funds.*

*The investigator issued her view on 30 July 2025. She set out detailed conclusions under several headings. In summary, she agreed that Prudential could've done things better. And although she acknowledged that Mr K would likely find her conclusions disappointing, she said the compensation offered (£450) was reasonable and she wouldn't be asking Prudential to do anything more. Her central finding was that, although Prudential had made errors, they hadn't prevented Mr K from accessing his funds.*

*Mr K didn't accept the investigator's view and submitted a detailed response which the investigator considered but it didn't change her conclusions.*

*The investigator asked Prudential about Mr K having raised a separate complaint about what had happened with the cheque. And, on 21 August 2025, Prudential sent Mr K a further final response letter. Prudential said it regretted the difficulties Mr K had encountered in trying to cash the compensation cheque. When he'd said it couldn't be cashed, Prudential had cancelled the cheque. Prudential said compensation of £250 would be paid to cover the cheque and additional bank charges plus a further payment of £100. Prudential said that brought the total compensation to £800.*

*On 5 September 2025 the investigator issued a second view. She pointed out that the cheque for £200 had been cancelled and Mr K had incurred a bank charge of 280 euros – the amount of the cheque plus charges. So the total compensation stood at £600, not £800. She didn't agree that Prudential had been preventing Mr K from accessing his pension fund since January 2025 and she didn't recommend any further compensation.*

*In response, Mr K said his original questions (which he'd repeated more than once) remained unanswered. As were his queries about the annuity quotations. He'd submitted a new complaint about the issues he'd experienced when cashing the cheque. And it had been referred to us as a new complaint. He'd also more recently submitted a third complaint about questions on MyPru being systematically ignored. He reiterated that Prudential never provided responses to any questions. He still wanted an explanation as to why currently only UK residents can use the online tool. He agreed that Prudential had made a mistake in saying how much compensation had been awarded. But he said compensation wasn't what he really wanted – he wanted answers.*

*The investigator said, although Mr K had referred a new complaint to us about the issues he'd experienced with the cheque, she'd considered the matter in her second view and so the new case might need to be closed and that aspect of the matter considered by the ombudsman under the current complaint reference. Mr K replied, saying he wasn't happy about that as it was a different complaint and justified a separate discussion. He felt that we and Prudential had continuously added topics to the complaint without his consent which had led to a delay of many months. He'd now retired (on 1 October 2025) and he needed his funds now. He felt that Prudential was still blocking access to his funds. He referred to posts he'd seen on social media about Prudential.*

*The investigator said that the ombudsman would review everything and decide the scope of the current complaint and if it should include the issues about the cheque. She said we were only considering Mr K's complaint and it wouldn't be appropriate to comment on what other customers may have experienced.*

*More recently Mr K has told us that he's requested a transfer to a QROPS as buying an annuity in the UK seemed impossible. But he was concerned about the time it might take and the costs. He also said Prudential had paid him compensation. And he'd had a final response to a further complaint he'd made although he wasn't happy with the response.*

### **What I've provisionally 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.*

*I'll deal first with the scope of this complaint. Prudential has issued four final response letters: 9 January 2025; 7 April 2025; 10 June 2025; and 21 August 2025. The last dealt with the problems Mr K had experienced in cashing the compensation cheque sent following Prudential's final response letter dated 7 April 2025. We'd set up a new complaint about that matter. But the investigator said it formed part of the current complaint and issued a second view to deal with that issue.*

*Mr K is unhappy about that – he's said that complaint points have been added without his consent and that's prolonged things. I do understand his position. But, as the investigator noted, correspondence between Mr K and Prudential has continued, which has given rise to further issues and complaint points. Which meant the investigator had to make further enquiries which took more time. But I think the central underlying issue remained the same – Prudential's continued failure to respond to Mr K's queries and provide information he'd requested.*

*The final response dated 7 April 2025 was issued after Prudential had re-opened Mr K's original complaint in view of his expressed dissatisfaction with Prudential's (original) final response dated 9 January 2025. In the final response dated 7 April 2025, Prudential revisited the issues earlier raised about the call on 20 December 2024 having been dropped and whether Mr K could register for MyPru. The award of £200 took into account those failings. I think it's a continuation of the original complaint. And the issues with that award – that is the difficulties caused because payment was made by cheque – follow on and are part and parcel of the same complaint. So I think the investigator's approach – to consider what had happened with the cheque under the current complaint reference – was right. And I've gone on to consider that matter below. Because I'm considering the issues about the cheque as part of Mr K's current complaint, we'll arrange for the other complaint to be closed.*

*As mentioned above, Mr K has received another final response letter (dated 8 October 2025) and he's referred that complaint to us. I'm not going to comment in this decision about that further complaint, aside to say, if there's any overlap with the issues raised in the current complaint, we won't generally look again at matters we've previously considered.*

*In considering Mr K's current complaint, I've focused on what he's said in response to the investigator's view. I've used some of the same headings but there's some overlap between some of the issues. And some things have since moved on. But, in summary, I agree with the investigator's conclusions that Prudential could've done more and handled Mr K's enquiries better. But I don't think that Prudential deliberately blocked communications or failed to explain what Mr K needed to do to access his funds. I have said that the compensation should be increased. But, overall, I anticipate that Mr K may consider my provisional decision adds little value.*

#### *Mr K's letter of 23 December 2024 and annuity quotes*

*Mr K, not unreasonably, expected a point-by-point reply, which would include providing annuity quotations as requested at point 2 of his letter where he'd mentioned various guarantee periods. Or, if further information was needed (for example, as to payment frequency or if the annuity was level or escalating), for Prudential to request that. And he wanted a reply via the email address he gave. I can appreciate why he prefers emails – he lives abroad and there may be delays in using the postal service. He also prefers to communicate in writing, so he has a record. And he's also referred to some difficulties with telephone calls.*

*Prudential's position seems to be that it was unable to reply substantively using that email address as it hadn't been verified. But Mr K had spoken to Prudential over the telephone on 19 December 2024. The transcript of that call – during which Mr K was taken through and passed the security questions – records that Mr K's email address and mobile number had been updated. If that email address had been registered, I'm unclear why Prudential was unable to reply to using that email address. Further, as the investigator noted in her view, during the call on 19 December 2024, Mr K had given his mobile number and it seems Prudential did call him using that number on 20 December 2024. So it's unclear what the problem with the email address was.*

*Mr K says that Prudential should've been able to send annuity quotations (not containing sensitive information) to an email address which hadn't been verified. He's also pointed out that other providers offer online annuity quotations. But I think these are largely matters for Prudential – a legitimate exercise of its commercial judgment – to decide what information it offers more generally. Other businesses may choose to make what Mr K may consider is more helpful information available, both to existing customers and others. Prudential does*

have an online annuity calculator tool (as Mr K discovered) but it's currently restricted to UK residents. Prudential has acknowledged that, ideally, a customer should be able to use the tool regardless of their location, given that the policy is invested in the UK. I don't know if Prudential has any plans to widen the tool's use but again that's a commercial decision for Prudential, presumably dependent on the cost versus the number of overseas customers or potential customers who might want to use the tool.

Mr K has pointed out that Prudential could've replied to him by post. As I've mentioned below, I think some information was sent by post, but not the point-by-point response Mr K was expecting.

### Contact details

Mr K didn't accept the investigator's conclusion that the delays in communication were due to Prudential not holding his contact details on record, hence Prudential asked him for those on 5 February 2025. As Mr K points out, the letter he sent in December 2024 gave his contact details and his preferred method of contact – by email. I take Mr K's point that there's a difference between Prudential saying they didn't hold his contact details and saying they weren't sure those details were really his. It seems that here it was the latter. And, as I've said, I don't see why there was a verification issue given the call on 19 December 2024. But I don't agree with Mr K that it was part of a deliberate strategy to prevent him from accessing his funds – I think it was simply poor customer service and/or confusion on Prudential's part. I don't think the 17 June 2025 letter about identification requirements is anything to do with it – I think that would've been sent in preparation for Mr K buying an annuity with Prudential which was then what he was planning to do.

The other issue was Mr K's inability to register for MyPru. There's been confusion on Prudential's part about MyPru availability to non UK residents. Mr K spent time himself trying, unsuccessfully, to register for MyPru. It doesn't seem that anything came up to say that, if the customer was overseas, the usual process wouldn't work and the MyPru Helpdesk should be contacted. Mr K also spent time on the telephone on 19 December 2024 with Prudential's representative and still didn't manage to get registered. And, in response to Mr K's complaint, Prudential said, in its letter dated 9 January 2025, that MyPru wasn't available for overseas customers. That wasn't corrected until Prudential's letter of 7 April 2025 in which Prudential said that Mr K should contact the MyPru HelpDesk.

Prudential's representatives should be aware of the availability of MyPru to overseas customers and the process that should be adopted and/or the need to signpost to the MyPru Helpdesk. Here Prudential caused avoidable delays in Mr K being able to register for MyPru, which would've opened up another communication channel to him sooner – although he says that queries raised via MyPru weren't responded to promptly or at all.

### All questions remain unanswered

Mr K considers many, if not most, of his questions remain unanswered. I do recognise his frustration and why he feels, a year later, that he's no further forward. He's entitled to expect Prudential to provide answers to his queries, raised by whatever communication channel, reasonably promptly. And, if for any reason, Prudential can't provide the information immediately, Prudential should explain that and say when it aims to provide a response and follow that through by actually getting back to Mr K within the timescale indicated.

About MyPru Mr K says he gets an acknowledgement (which I assume is automatically generated) saying his message has been passed to the relevant team but they never get back to him. I note what he says about the volume of unanswered questions or messages. I haven't counted them all but I agree that there are multiple examples of failure or delay to

*respond to Mr K's communications. I understand it's very frustrating for Mr K to receive an acknowledgement and saying his message had been passed to the relevant team who then didn't respond. I understand that Prudential's service level timescale for replying to MyPru messages (and secure messages and emails generally) is five working days. Prudential has accepted that they didn't respond to Mr K's messages in a timely manner.*

*However, some information was sent by post, even if Mr K would've preferred email. For example, Prudential's letter of 3 January 2025. And information was sent in February 2025, including several transfer packs. An annual statement was also sent at about the same time with information about Mr K's options. I don't agree that Mr K had already told Prudential what he wanted to do so that information wasn't relevant. Nothing had been formally put in place. I'd assume that annual statements with relevant enclosures are generated automatically and, as the policies remained in force, couldn't be suppressed. The options pack is somewhat generic. But I think it has to be unless and until a customer has confirmed their specific requirements. I think Mr K could've called the number given to discuss his options. I do understand his reservations about phone calls. But at least he'd have been speaking direct to the correct department. And he could've asked for whatever was discussed to be confirmed in writing.*

*It's also the case that Prudential did try to call Mr K at times. For example, he'd sent a message on 12 May 2025 asking Prudential to answer his original queries. And Prudential did try to call him on 15 May 2025. He called back the following day and Prudential explained it had to follow procedures set by the regulator including going through some disclaimers over the phone. Which led to the call with Prudential's annuity department.*

*Although I understand Mr K's quest for answers to all his queries, I don't think going through them at this stage and deciding if Prudential did or didn't answer them and, if not, asking Prudential to deal with the enquiry now would be productive. Things have since moved on. For example, if Mr K has now firmly decided against buying an annuity with Prudential, I see little point in asking Prudential to provide annuity quotations. I realise that Mr K may find my approach unsatisfactory and illogical when his complaint centres on Prudential's failure to deal with his queries promptly and to his satisfaction. But my role is to decide what would be a fair resolution of Mr K's complaint. It isn't to answer (or get Prudential to answer) all of Mr K's queries if I don't consider that's necessary for the fair resolution of the complaint.*

*I'd add that some of Mr K's queries are about why things went wrong. For example, why the telephone call was dropped. I understand he'd like an explanation but it won't always be possible to say, after the event, exactly why something went wrong and if it was as a result of, say, a system or human error. Investigating why something did or didn't happen may provide useful insights into possible gaps in procedures and processes which can be addressed and so hopefully further recurrence will be prevented. But it won't always be practical to pursue those sorts of enquiries. And, as the investigator said, we're only dealing with Mr K's complaint, so I'm not going to comment on what other customers may have said on social media about their experiences and if there are wider lessons to be learned.*

### The legal framework

*Mr K refers here to Prudential's letter dated 16 May 2025 and the enclosed Client Agreement and which said Mr K had to be a UK resident for tax purposes. Mr K says he queried that with Prudential but he didn't get any response. However, while I understand Mr K preferred written communications, it seems that Prudential did try to call him several times between 23 May and 5 June 2025. If he'd spoken to Prudential he could've raised the issue then. But I recognise that asking Mr K to sign a legally binding document when he couldn't comply with its terms (and which Prudential would've or should've known) would've been confusing and stressful and he'd have been inconvenienced by having to query the matter.*

*Prudential has confirmed to us that they do offer annuities to customers who live outside the UK and don't hold a GAR (guaranteed annuity rate) with Prudential. I think, by implication, Prudential would accept that Mr K would be unable to sign the Client Agreement and so some arrangement to get over that would be necessary. I don't think it would've been the case, had he bought an annuity, that Prudential would've said they couldn't in fact do business with him and his money would've been lost. But I'm not going to explore further what would've happened about the Client Agreement, as Mr K's current position is that he won't be buying an annuity with Prudential.*

#### Online access

*We'd said that Prudential's website said customers could contact them in writing, over the phone or by secure email. But Mr K's position is that written communications aren't responded to and there were issues on Prudential's part with communications over the phone. Mr K felt we'd ignored these impediments to communicating and, as Prudential hadn't done anything to address them, Prudential had effectively blocked communication across all three channels. As I've said above, Mr K didn't get responses to all of his communications. But Prudential did provide some responses even if not always using Mr K's preferred communication channel. Overall, although there were issues, I don't think Prudential was acting deliberately to block access to his funds.*

#### The conversation with the annuity department

*Mr K says the purpose of the call wasn't for Prudential to provide answers to his questions. It was for him to answer Prudential's questions – Prudential had said it needed to talk to him. And, just because he didn't repeat all of his questions during the call, that didn't mean he didn't need answers anymore. But he's accepted that it might've been better if he'd told Prudential's representative what his annuity requirements were. I don't think it was unreasonable for the consultant to proceed on the basis that the call was an opportunity for Mr K to raise all he wanted to know in connection with possibly buying an annuity with Prudential, including requesting whatever quotes he wanted. Several annuity options were discussed and Prudential agreed to send a quotation based on Mr K's preferred option. I think Prudential was entitled to proceed accordingly, rather than assume that Mr K still wanted to see any other options he may have previously mentioned. Mr K accepts that the consultant was helpful, so I think this was an example of where Prudential did deliver good customer service. I further note that the consultant made adjustments for Mr K and put a note on the system to make other call handlers aware of Mr K's communications needs.*

#### The request for an annuity

*I note what Mr K has said about having decided in early June 2025 to accept Prudential's annuity offer, even though he didn't think it was a good offer but he was by then desperate. He then found there was a discrepancy between what he'd been quoted and what the online tool suggested. As I've said above, Prudential has since confirmed that the tool is for UK customers only. Mr K says that life expectancy in the UK is slightly higher than in the country in which he lives so his quote should be higher, not lower. However, what annuity rate a business might offer and what factors it takes into account is a commercial decision for the business concerned in consultation with its actuaries.*

*I further note what Mr K has said about annuities for those living abroad not being readily available and options being generally limited. My understanding is that UK annuity providers may choose not to offer annuities to non UK residents due to more administration being involved, including complexities arising from different financial regulatory regimes. I believe Mr K has approached the UK regulator, the Financial Conduct Authority (FCA), and its*

counterpart in the country in which he lives. I understand his unhappiness and why he considers he's at a disadvantage but whether a provider offers a particular product or the terms (such as applicable annuity rate) aren't matters I can consider.

Mr K subsequently changed his mind about taking an annuity with Prudential due to his extreme displeasure with Prudential's final response letter dated 10 June 2025. I'm sorry that Mr K feels so strongly about that letter. But I don't agree with all he's said. For example, I don't think it was wrong of Prudential to address what Mr K had suggested, via this service, might be acceptable compensation. But I take Mr K's point about the cheque for £200. It wasn't the time taken to deliver it – which was outside Prudential's control and so Prudential shouldn't have commented on that in its letter of 7 April 2025 – but that the cheque had only been sent (which was down to Prudential) on 2 May 2025 (the date on the cheque and the covering letter). So it couldn't possibly have arrived around 17 April 2025 – that is ten days from Prudential's letter of 7 April 2025. And it didn't actually arrive until 26 May 2025.

Further, Mr K would've been very irritated by the assertion that his enquiries hadn't been responded to as they hadn't been received. Prudential's letter of 3 January 2025 referred to his enquiry of 23 December 2025. And he'd also sent a further copy by secure message on 15 January 2025. Saying the queries hadn't been received demonstrated a failure to understand the history of the matter and Mr K's central concerns and would've further undermined his confidence in Prudential.

However, it seems that Mr K's decision not to buy an annuity with Prudential was influenced by other factors too – he considered the quotation wasn't competitive and so the annuity offered poor value for money.

Although I can to some extent understand Mr K's position, it was his decision not to proceed with an annuity with Prudential. Had he taken that route, Prudential had agreed to look into the delay and if Mr K had suffered financially in consequence. I think that would've involved looking into when the annuity could've been set up – here I think Mr K's aim was that his annuity should be in place when he stopped working so by the beginning of October 2025 to coincide with his retirement. So there might've been a possibility of backdating the annuity payments. Although, at one stage, Mr K was concerned that he'd also suffered a financial loss because his fund value had fallen, the markets have since recovered and so, as his fund has remained invested, it has benefitted from investment growth and so it seems he hasn't suffered any financial loss in terms of his fund value having fallen.

As mentioned above, at one stage, Mr K wanted to transfer to another (UK) provider. As to why that didn't go ahead, Prudential said the discharge forms were never received back. And there was no Origo request on file either. Mr K told us the new provider had confirmed an Origo request was submitted but Prudential had rejected it because they wanted two separate transfer requests to be made (as there were two policies). And Mr K has produced evidence from Origo that's what happened. So what Prudential had said about what had happened wasn't correct. Again, a failure to be accurate about that sort of issue will further damage confidence in Prudential. But, notwithstanding what Origo has said about a combined transfer request being possible, it seems Prudential's processes required separate requests for each policy number. I don't think Prudential did anything wrong by rejecting the request and asking for it to be resubmitted as two requests.

Prudential did offer, if the transfer had actually then proceeded, to look at if what happened at the start of the process – such as the dropped call and the issues about MyPru registration – had delayed the transfer. But, in the end, the transfer didn't proceed due to issues with the new investment provider. Mr K's point is that, if Prudential had dealt with the transfer request quicker, it would've gone ahead before the issues with the new provider arose. But it would've been relatively quick and easy for the new provider to re-submit

*individual Origo requests. If that didn't happen promptly, that wasn't Prudential's fault. It now seems that Mr K is going to proceed with a transfer to a QROPS. I note what he's said about a QROPS being potentially costly but I think it's essentially his decision to take that route. I'm not going to say that Prudential should be responsible for any costs or other financial implications arising.'*

I went on to consider compensation. In summary I said it would be fair and reasonable for Prudential to pay Mr K, in total, £900 for distress and inconvenience. I noted what Mr K had said about the time he'd spent dealing with the matter. I said we might consider an award of over £300 and up to around £750 to be fair where the impact of a mistake has caused considerable distress, upset and worry and/or significant inconvenience and disruption that needs a lot of effort to sort out and where the impact lasts over many weeks or months. I thought that was broadly the sort of situation here. I said the £900 included, and wasn't in addition to, any sums already paid.

In conclusion I commented that Mr K might want to consider seeking specialist financial advice.

### Responses to my provisional decision

Prudential accepted my provisional decision but said it had already paid Mr K £950, so more than the £900 I'd awarded. We asked for a breakdown of the £950. Prudential told us that in its second final response on 7 April 2025 it had offered £200, which was paid by cheque. In its third response it had offered £250. Mr K had reported difficulties with the cheque. When the complaint was re-opened, the complaint handler paid £250 in fees and the £200 (offered in the 7 April 2025 letter) plus the £250 previously offered. A further £100 was paid on 10 August 2025 which made, in total, £800. However, the final response letter dated 8 October 2025 said Mr K had previously been offered a total of £800 which hadn't been paid. The outstanding £800 would be sent to him along with a further payment of £150. It seems the attempted payment of £800 was to a German bank but the £950 was paid to a UK bank.

We shared what Prudential had said with Mr K who confirmed he'd received £950 on 15 October 2025 and another £100 on 27 January 2025. Both payments had been made into a UK bank account he'd specifically set up to avoid the cheque problems.

I've seen that Prudential also issued final responses on 6 and 22 January 2026. Both related to further complaints made by Mr K, including his question regarding taking his policy as a cash lump sum and documentation that was missing in connection with his QROPS transfer request. In the later letter Prudential accepted there'd been customer service failings and said an additional payment of £100 would be made. So that payment was made in respect of a further complaint and isn't to do with the complaint I'm considering. But Prudential has paid compensation of £950 for the current complaint which is more than the £900 I awarded in my provisional decision.

Multiple final responses have been issued which may have caused some confusion. In my provisional decision I said that Prudential's final response letter dated 8 October 2025 was issued in respect of a different complaint. Whereas, from what I've said above, it wasn't. But we've seen two final response letters, both dated 8 October 2025 but with different reference numbers and content. Prudential also issued a final response letter on 27 August 2025 which relates to the current complaint and which I don't think we'd previously seen. But it concerns issues which I've dealt with anyway so I don't think it adds anything.

Mr K was disappointed with my provisional decision. I've read and considered his responses. He said the main problem was that nothing was resolved. It wasn't about compensation although that was appreciated, but about answers, decency and justice which my decision

hadn't addressed. His December 2024 letter still hadn't been answered, along with other questions. Prudential's behaviour hadn't changed, so he'd continue to complain.

Mr K said he hadn't firmly decided against buying an annuity with Prudential. He'd asked for a QROPS transfer but there was no guarantee that would happen. If not, he might still have to buy an annuity. If all questions about annuities would only be considered after the QROPS transfer had failed, another year (judging by his experience) would've been wasted. The QROPS transfer had been requested in mid November 2025 and there'd been delays and difficulties.

He didn't agree that what annuity rate a business might offer was a commercial decision for the business concerned. He said Prudential might decide to stop selling annuities to non UK customers. He feared that would leave him with no way of accessing his fund. He was unable to 'shop around' as businesses weren't prepared to deal with him as a non UK resident and so Prudential could offer below market annuity rates. He hadn't freely decided to transfer to a QROPS – he'd been forced into that. He didn't need advice – he could decide for himself what he wanted to do but only on complete and accurate information.

Nor did he agree with what I'd said about Prudential not blocking access to his funds. And, even if could access his funds somehow – for example, via an annuity at a below market rate – he wanted to access his funds in the way which was best for him and he had the right to do so. But Prudential had refused to give him the information he needed to make that decision. All his questions, even his letter from December 2024, remained unanswered.

He said I'd missed the point with what I'd said about seeking financial advice. He didn't need advice but he did need full and accurate information. A specialist adviser couldn't help if there was no information.

### **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.

I've paid particular attention to what's been said by Mr K in response to my provisional decision. But I don't have much to add to what I've already said. I've set out what I said in my provisional decision in full above and it forms part of this decision.

I'm sorry that Mr K's experience with Prudential has been (and continues to be) so negative. It's clear he considers there are deep rooted and persistent problems and he's looking for a fundamental change in approach on Prudential's part. I do understand his disappointment and why he considers that, despite this service's involvement, nothing has been resolved. But our role is to deal with complaints which, by definition, means that the consumer will consider that something has gone wrong and which hasn't been put right, so prompting our involvement. To that extent we're reactive rather than proactive – although businesses should take note of our decisions with a view to identifying and rectifying any shortcomings and which might go beyond the individual complaint under consideration.

I acknowledge what Mr K has said about why the problems he's had led to his request to transfer to a QROPS. I understand why he feels forced into taking that route. But, as I think Mr K would accept, I'm not in a position to guarantee that the QROPS transfer, which involves a third party, can be successfully concluded. From what Mr K has said, there have been problems (including Prudential requesting documents already supplied, wanting translations which Mr K says aren't necessary, and other issues or delays). I understand Mr K may have a further complaint about how Prudential has handled his QROPS transfer request. So I'm not going to deal with those issues here.

I'd said my understanding was, because of the issues he'd experienced, Mr K had decided that he definitely wanted to move away from Prudential. If he's now reconsidering that and he may want to revisit the possibility of taking an annuity with Prudential, he'll need up to date annuity quotations for information and comparison purposes. So Mr K will have to ask Prudential to provide them. I'd ask, bearing in mind the history of this matter, that Prudential do its utmost to provide any quotations and/or information Mr K might request promptly and that Prudential do all it can to assist him generally.

I'd add that, if the QROPS transfer doesn't proceed and Mr K revisits buying an annuity with Prudential, the problem that Mr K has highlighted with the Client Agreement is likely to remain an issue. Prudential should give some thought to that matter and how it can be overcome. Mr K is presumably not the only customer who's affected so the issue should be addressed in any event.

I note Mr K's comments about the annuity rate that Prudential is prepared to offer him as someone who's not in the UK. But, as I've said, it's not something I can interfere in. I'd tend to accept that living abroad adds an extra complexity and risk which can be reflected in the annuity rates offered by providers who do cater for non UK residents. I think the predicament of non UK customers and who may find their choices are limited is more a matter for the regulator. I don't see that Mr K would be left with no way of accessing his fund. Leaving aside the obvious unfairness of that, Prudential has contractual obligations to Mr K.

I'm sorry if Mr K thought I'd missed the point in what I said about taking financial advice. I accept what he says about not needing advice and being able to make his own decisions, so long as complete and accurate information is provided. I'd repeat what I've said above – that Prudential should do all it can to facilitate whatever decision Mr K may make or be considering as to what to do with his pension fund.

But Mr K's position is complicated because he lives outside the UK. A specialist adviser might be able to add some value. First, in terms of ensuring Mr K is aware of all his options. I can see he's thought about an annuity, a QROPS and taking his fund as a cash lump sum, but there may be other alternatives, for example, an international SIPP (self invested personal pension). And, secondly, in helping him decide what's best, taking into account his overall financial circumstances, needs and objectives. And, although it shouldn't be the case, an adviser might be more successful in obtaining relevant information. There may be other considerations too, such as taxation. But the downside is that advice will come at a cost. I entirely understand if Mr K doesn't want to incur that or considers it unnecessary.

In so far as compensation is concerned, I said in my provisional decision, that Prudential should pay Mr K, in total, £900 for distress and inconvenience. However, as I've set out above, Prudential has in fact already paid Mr K a total of £950 so no further compensation, in respect of this complaint, is payable.

In conclusion, I recognise Mr K's very considerable frustration and disappointment that, despite having started, in late December 2024, to take steps to be able to access his pension fund from September 2025, he's not yet been able to achieve that. Prudential should do all it can to bring things to a conclusion for Mr K.

### **My final decision**

I'm upholding the complaint. But I'm not making any award as The Prudential Assurance Company Limited has already paid £950 in compensation to Mr K.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or

reject my decision before 12 March 2026.

Lesley Stead  
**Ombudsman**