

## The complaint

Mrs W's representative has complained, on her behalf, about how The Prudential Assurance Company Limited (Prudential) handled matters with regard to the late Mr W's pension plan.

The representative has said that Mrs W wasn't aware that the pension existed, that Prudential made it difficult to gain information about the plan's true value and to locate the original policy documents.

## What happened

The late Mr W held a retirement plan with Prudential from 1 May 1982 to 1 August 1982. On 26 November 2024, Mrs W received a letter from Prudential saying that it had learned of Mr W's passing and requesting that she complete a questionnaire. Once she was satisfied the request was legitimate, Mrs W (with the help of her representative) completed the questionnaire and returned it to Prudential.

On 2 December 2024, Mrs W received further communication from Prudential. It made reference to the pension plan and asked her to provide a copy of the death certificate and proof of where Mr W had lived in 1982. Mrs W provided the information.

On 18 December 2024, Prudential wrote to the representative detailing the claim value (which was £1,578.22) but it didn't explain what type of policy Mr W had held, the start date, the duration the policy had been active, or how it had calculated the claim value. So the representative wrote to Prudential on 1 January 2025 asking for a copy of the original paperwork.

Prudential replied to the representative on 9 January 2025 saying that it no longer had the original paperwork and that it had been destroyed in line with data protection protocols. The representative logged a complaint with Prudential regarding the failure to provide information about the plan and the poor customer service he and Mrs W had received.

Prudential issued its final response on 30 April 2025 and a further response on 16 July 2025. It said that it agreed it could have provided a better service and apologised for the delays and errors that Mrs W and the representative experienced. Prudential confirmed the following:

- The type of plan was a Prudential Personal Retirement Plan that began on 1 May 1982 with the final premium paid on 1 September 1982.
- It no longer held the original policy documents but nothing had been destroyed as previously stated by an advisor. This was an error and Prudential still had access to the data pertaining to the administration of the policy.
- It was able to provide Mrs W with statements from 2014 to 2017.

- It had been unable to communicate with Mr W for some time as it no longer held a valid address for him.
- It would review its internal processes in order to ensure more timely and compassionate responses to consumers.

Prudential also awarded the representative and Mrs W a total of £300 compensation each.

The representative then referred the matter to this service for review. Having considered the matter, our investigator said the following in summary:

- She understood that this would have been a stressful time for Mrs W and that she spent a lot of time trying to resolve things with Prudential. But Prudential had done its best to reach a fair outcome.
- As the policy in question dated back to 1982, it was understandable that Prudential no longer held a copy of the original paperwork that would have been supplied to Mr W at the time of sale. The plan was active for a period of four months, which wasn't a long period for a pension policy.
- Prudential had said that, in recent years, it didn't have an up to date address on file so it couldn't communicate with Mr W effectively. An address history hadn't been provided but it wasn't unreasonable to assume that Mr W could have changed address over the 43 year period in question and omitted to tell Prudential.
- But, in any event, Prudential had said it was able to provide Mrs W with copies of some statements and details of the current fund value which was a positive step, and really all it could do at this time. As the contributions were only made between May 1982 and September 1982, the fund value would no doubt be quite low. So Prudential hadn't given Mrs W inaccurate information with regard to the fund value and it hadn't tried to mislead her.
- Prudential had also answered some of Mrs W's concerns in terms of the type of pension plan Mr W held and the dates the policy had been active. Prudential said it had provided Mrs W with copies of statements for the periods of 2014 to 2017, which should confirm its estimated value for those years.
- But Prudential had failed to provide a high level of customer service in terms of its responses to information requests and should put things right. In situations such as this, a business would be expected to offer compensation when it didn't act in accordance with its service standards.
- Prudential had offered both the representative and Mrs W £300 each to try and put things right. This offer was fair because it took the representative and Mrs W reasonable effort to sort the problem out, and it caused Mrs W distress, inconvenience and disappointment. There was more information on the types of award this service might make in similar situations on our website.
- Prudential had asked Mrs W for some further information in order to process the claim. Whilst this may be standard procedure, it was assumed that Prudential would make the process easy and straightforward for Mrs W in order to mitigate any further distress.

The representative disagreed, however, saying the following in summary:

- It was queried as to how Prudential had been able to value the policy, when it only preserved statements for the years 2014-2017.
- Prudential had initially claimed that the policy documentation had been destroyed, but he'd subsequently been informed that the actual reason for Prudential not holding details of the policy was because the policy holder had taken the (only) copy of the policy when sold. But Prudential would have needed its own copy to be able to pay it out.
- There was also no proof of the policy only having been active from 1 May 1982 to 1 September 1982 and it was queried as to how Prudential was able to determine this without having in its possession the benefit of the full historic policy details.
- Prudential hadn't been able to provide an explanation as to how it arrived at the policy value it provided (£1578.22). Further, at no time had Prudential informed Mrs W or the representative that the policy value had been estimated.
- Given the 26 November 2024 letter to Mrs W, Prudential was clearly able to contact Mrs W at her current address, notably an address Mr and Mrs W had resided at since leaving the address they occupied between 1981 and 2009. It was queried as to how Prudential was able to contact Mrs W on 26 November 2024, at an address both Prudential and the investigator asserted and accepted it didn't possess.
- Both the representative and Mrs W were initially offered £200 in compensation. They were asked whether there was any additional information they might provide which would render the compensatory award inadequate. The representative provided Prudential with details relating to Mrs W's numerous doctor's appointments, hospital visits, diagnoses, and prescribed medication.
- Prudential's obfuscation and lack of transparency severely affected Mrs W's mental health, whereby she continually focused on the Prudential's failings. There was incontrovertible evidence that the Prudential wasn't forthcoming with information, lacked transparency and proffered false and misleading information, all of which severely exacerbated Mrs W's already fragile emotional and mental state, engendering anxiety disorder, undue stress and depression.
- To date, Prudential had failed to respond to the additional information which the representative and Mrs W had provided. Mrs W was now 80 and had recently been bereaved. She deserved far better treatment than that which she'd received.
- On two separate occasions, Prudential had offered to reappraise the recently established estimated policy value, but regrettably had again failed to honour that promise.
- Unfortunately, what had transpired over the past 11 months couldn't be reversed, nor was Mrs W able to forget the damage which had already been done. The compensation of £300 offered to both Mrs W and the representative was wholly inadequate.
- Prudential had accepted that, on multiple occasions it had failed to act appropriately and had provided untrue and misleading information.

- In line with the precedents upon which this service relied, Mrs W should be awarded a compensation amount of between £750 and £1,500.
- It was therefore requested that the matter be referred to an ombudsman for review.

The investigator enquired further of Prudential regarding the points made by the representative, and having received responses, wrote to the representative further as follows:

- Prudential had confirmed that a "gone away" trace was placed on the account in 2007 after it contacted DWP to request help in locating Mr W and forwarding any correspondence.
- Prudential wasn't provided with any updated addresses and received no response from Mr or Mrs W.
- In terms of the fund value, Prudential said that between 1 May 1982 and 1 September 1982 a total of £100 was paid into the policy. The policy value as at age 75 (in November 2018) was £1,438.69, the allowance from age 75 to the date of death in May 2024 was £139.53, totalling the value of £1,578.22 provided. Interest would be added to this value when it was actually paid.
- The quoted value was broken down as a guaranteed basic annuity of £361.96, a guaranteed bonus of £525.76 and non-guaranteed bonuses of £550.97.
- Prudential said it had sent the representative a payment instruction form to be completed by Mrs W in order for the money to be paid. It also needed a pension-wise declaration, date of birth and national insurance number to be included. Prudential had provided a copy to the investigator, so it was assumed that the representative had also received it safely.
- If the representative considered the calculation was wrong, then he would need to explain why and provide evidence as to why this was the case. It wasn't for this service to challenge a business on its calculation or carry out our own calculations. So unless there was reason to believe Prudential had provided the wrong value, what it had said was fair and reasonable.

The representative replied to say that the investigator hadn't addressed a substantial part of the complaint, whilst focusing upon Mrs W not having signed the payment instructions. He added that it should be self-evident as to why, over the past 11 months of the dispute, Mrs W had refused to sign the payment instruction.

As agreement wasn't reached on the matter, it was referred to me for review.

I issued a provisional decision on the complaint on 13 January 2026, in which I set out my reasons for upholding it. The following is an extract from that decision.

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*To firstly address the matter of the address, and why Prudential sent statements between 2014 and 2017, and was then able to write to Mrs W in 2024, I would agree with the representative that I don't think that this has been fully explained. Prudential has said that, for periods of time it couldn't confidently verify Mr W's address and that he'd be marked as*

*“gone away” since 2007. But this wouldn’t account for the series of statements sent between 2014 and 2017, at which point Mr W must already have been marked as “gone away” for some time.*

*But I don’t think this is central to the complaint here. Nor do I think the matter of the lack of the original policy documentation is a crucial aspect here, given that Prudential has records on its system of what was paid to the policy and when. The fact remains that Mr W held a policy, and whether or not statements were received during the life of the policy, or whether the original policy documentation is available, that policy has accrued a value which needs to be paid out.*

*And so the matters which need to be decided are whether Prudential has fairly calculated the policy value, and whether Mrs W has been fairly compensated given the customer service issues she’s encountered.*

*So to address the first aspect, Prudential has provided confirmation from its records that a total of £100 was paid to the policy in 1982, and that this has since accrued a guaranteed basic annuity, along with guaranteed and non-guaranteed bonuses as set out above. This has resulted in a policy value of £1,578.22 as at the date of Mr W’s death, to which interest would be added up to the date of payment.*

*There’s nothing to suggest that Prudential has incorrectly calculated this, and I note that, other than querying how Prudential has been able to calculate the policy value (which is explained by its system records), the representative hasn’t provided specific arguments as to why this is incorrect. As set out by the investigator, in the absence of persuasive reasons as to why the amount might be incorrect, it’s fair and reasonable to accept that Prudential, as the administrator of the policy, would have accurately calculated the policy value.*

*Turning then to the matter of the compensatory award in respect of the distress and inconvenience caused to Mrs W, it’s fair to say that there have been several failings here. Prudential has conceded that it incorrectly said that the original policy documentation would have been destroyed due to legal requirements. Further, there have been several instances of delays in providing information and responding to requests, along with other instances of poor customer service.*

*I’ve also taken into account what Mrs W’s representative has said about her poor health and that this has been exacerbated by the service she’s received. As such, I agree that Prudential should compensate Mrs W accordingly. As with the investigator, I ought to have regard for the types of award this service might make in similar situations, and the guidance which is available on our website.*

*This says that an award between £100 and £300 might be fair where there have been repeated small errors, or a larger single mistake, requiring a reasonable effort to sort out. These might typically result in an impact that lasts a few days, or even weeks, and cause either some distress, inconvenience, disappointment or loss of expectation.*

*I think it’s fair to say that there have been several errors, but the problems encountered lasted more than a few weeks, stretching into months.*

*As such, I think a higher award is warranted in this instance. Our guidance says that an award of over £300 and up to around £750 might 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 extra effort to sort out. Typically, the impact might last over many weeks or months. And I think this is reasonably representative of what’s happened here.*

*As such, and taking into account that, whilst Mrs W's poor health may have been exacerbated by what's happened here, she's been represented and so hasn't needed to deal with Prudential directly, along with the likely significant contributory factor of the loss of Mr W, I think somewhere in the mid-range of the above is appropriate here.*

*My current view is therefore that Prudential should pay to Mrs W a total of £500."*

Prudential agreed with my provisional decision, but said that it had already increased the payments to both Mrs W and her representative to £400. It would therefore pay a further £100 to Mrs W.

Mrs W's representative disagreed, however, saying the following in summary:

- This was a matter which could have or should have been reasonably resolved within 30-60 days, not the more than 430 days it actually took. This inordinate period of time was due to Prudential's lack of transparency and its issuance of inaccurate, false and or misleading information, notwithstanding Prudential having further provided a poor level of customer service which had been at the expense of Mrs W's health, whilst further causing both Mrs W and the representative to expend an unnecessary amount of time and effort trying to resolve matters.
- The representative was also Mr W's brother and Mrs W's brother-in-law, and so Prudential's failings had also adversely affect him, engendering avoidable grief and transforming something which should have been straightforward into an elongated tussle for the truth and transparency.
- The absence of a detailed explanation as to how Prudential might have miscalculated the policy value was due to Prudential having failed to furnish the representative with pertinent information, specifically information which he'd requested on a number of occasions, but had regrettably been denied. At no time had Mrs W or the representative been furnished with the figures and accompanying explanation relied upon within the provisional decision.
- Prudential had failed to provide any physical evidence or even a single credible explanation, irrespective of its assertion that it had lost or failed to retain critical information. Prudential had a fiduciary responsibility to retain its clients' information and failure to do so and any such consequences arising from Prudential's failings couldn't reasonably or fairly be revisited on its clients.
- Within Prudential's letter dated 18 December 2024, it failed to offer any information pertaining to the type of policy, the duration the policy had been active and how the policy value had been calculated. However, Prudential then said it couldn't provide the information as it had been destroyed due to data protection protocol. It then said that Mr W had taken the only copy of the documentation with him at the time the policy was bought.
- The provisional decision said that Prudential had provided confirmation from its records that a total of £100 was paid to the policy in 1982, but at no time did it provide any such proof of this. It wasn't therefore possible to assess this.
- With regard to the compensation amount, the matter had been ongoing for more than 14 months. This exceeded the time restraints as relied upon within the compensatory guidelines and Prudential still hadn't provided the requested information about the

policy. This service may have received an explanation as to how the policy value was arrived at, at no time has Mrs W or the representative been provided with this.

- As the matter was now in its second year, the compensation amount should be at the top of the scale, this being at least £750, given the lack of transparency, the provision of false and misleading information, the time scale and the poignancy of the matter.
- It was inaccurate to suggest that Mrs W hadn't been directly affected by the matter as she'd been represented. Mrs W has constantly found herself perplexed and perturbed and wondered whether she was being persecuted. Combined with the death of Mr W, this all conspired to adversely affected Mrs W's mental health.
- It had been the representative who had needed to deal with Prudential directly, expending many unnecessary hours over more than a year to resolve the matter. He should also therefor be awarded compensation at the top end of the scale, being equal to that awarded to Mrs W - at least £750.
- Having requested further information to consider an increase of the compensation award, Prudential had then failed to respond at all. Prudential's poor decision making had also delayed the acceptance of the policy value. It had said that it would revisit its calculations and revise the quoted policy value, but it had again failed to honour its offer. Therefore Prudential should pay interest on any agreed amount backdated from 18 December 2024 to the date of acceptance.

### **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, whilst I've carefully considered the further submission from Mrs W's representative, my view on how this matter should be resolved remains unchanged. I'll explain further below.

With regard firstly to the comments relating to the policy details and how the value has been calculated, it's difficult to know what kind of physical "proof" Prudential might be able to provide to satisfy the representative's requirements. It's been established that the original policy documentation is no longer available, which is unfortunate. But I can't require Prudential to produce something which it simply no longer has. And this wouldn't in any case have provided detail on the bonuses which have been accrued since the policy was established, so would be limited in relevance in terms of demonstrating the current value of the policy.

However, as set out in the provisional decision, Prudential has system records of the contributions paid and the value that this has since accrued. I acknowledge that the detail of this information wasn't forthcoming before this service's involvement, but I'm satisfied that the information provided Prudential is a credible representation of the policy value. And in response to the provisional decision, I haven't been provided with information which might lead me to reasonably conclude that Prudential has somehow incorrectly calculated the policy value.

Moreover, my view remains that the compensation set out in the provisional decision satisfactorily addresses the lack of detail which has previously been provided to Mrs W and her representative, catering as it does for a situation in which issues have been ongoing for many months.

I do of course also acknowledge the upset which this matter will have caused Mrs W, and I don't seek to understate this or in any way detract from her experience of what's happened. But I do think it's pertinent to again note that she's been represented in this matter and so will to some degree have been "shielded" from the trouble to which the representative has been put in trying to obtain information and resolve the matter on her behalf. I accept that Mrs W will still have been aware of what's been happening, but she hasn't been the primary point of contact in communication with Prudential.

Further, although I note what the representative has said about Mrs W feeling persecuted by what's happened, I don't think that this was Prudential's intention, and it does I think need to be borne in mind that Prudential proactively contacted Mrs W as it wanted to ensure that the proceeds from her late husband's pension policy were rightfully and properly paid out. As such, whilst the customer service since the initial contact may have been lacking, rather than seeking to make Mrs W feel put upon or persecuted, I think its endeavours have been well intentioned.

And again, whilst further acknowledging what the representative has said about Mrs W's mental health, and that this will have been exacerbated by what's happened here, I think it might be reasonable to attribute at least a proportion of that to the loss of her husband in the first place.

I think it's also worth considering that, as Mrs W had previously been unaware of the existence of this policy, it wouldn't have been something upon which she'd been relying, which might otherwise have meant that the delay in payment would have had a greater, perhaps financial, impact upon her.

With regard to comments around an uplift in the award offered by Prudential to the representative, this service is unable to consider awards which are made to representatives. We can only look at the impact on the eligible complaint, which in this case is Mrs W. I wouldn't therefore be able to draw conclusions on the payment Prudential has made to the representative and whether this ought to be higher.

I've also noted the representative's comment relating to the delay in paying the policy value to Mrs W, and that interest should be applied to this. However, Prudential has already said that it would ensure the calculation of the policy value was correct as at the date of death and that it would apply interest to that up to the date of payment. As such, I don't consider that I need to make any further direction in that regard.

### **Putting things right**

Including payments which have already been made, The Prudential Assurance Company Limited should pay Mrs W a total of £500.

### **My final decision**

My final decision is that The Prudential Assurance Company Limited should undertake the above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 27 February 2026.

Philip Miller  
**Ombudsman**