

The complaint

Mr P complains that The Prudential Assurance Company Limited (Prudential) has taken too long to pay him the money he requested from his pension.

What happened

Mr P has a personal pension with Prudential. He lives overseas.

Prudential wrote to Mr P on 30 June 2023 about starting to think about his retirement options.

On 12 September 2023, Mr P called Prudential as he wanted to withdraw the money from his pension. As there was a long wait time to get through to the claims team, the agent Mr P was speaking to offered to arrange for someone to call him back.

Prudential called Mr P on 15 September 2023. He didn't have his pension documents with him at the time. Prudential agreed to arrange another call back for the start of the following week. I've not been provided with any evidence that that call took place.

On 25 October 2023, Mr P called Prudential as he still wanted to withdraw the money from his pension. The agent explained that due to regulations, Prudential would need to send him an options pack. It said this was the first step in the payment process. The agent briefly explained the options pack. It was then posted to Mr P the same day. The pack contained information about taking the pension. It said he'd have to complete and return a form to tell him how he wanted to proceed. The letter stated:

What you need to do next

Please now:

- *Consider all your options, shop around, and get any guidance and financial advice you need.*
- *Complete and return the enclosed Pension Wise declaration form to let us know how you want to proceed.*

On 16 November 2023, Mr P called Prudential to chase the payment. He said he hadn't received the options pack yet. The agent told him that he'd have to wait until he'd received the pack. Then, after he'd read through it, he'd be able to call the claims department. The agent said there would then be a short discussion before Mr P could receive his funds. And said the funds would follow four to six weeks after that discussion.

Mr P called Prudential later the same day to try to get back into its online account. He was transferred to another department. And had to correct his date of birth. He was told he'd need to send his birth certificate by post.

Mr P called Prudential again on 12 December 2023 for a progress update. He said he still

hadn't received the options pack. Mr P said he'd sent his bank details. The agent told Mr P it was a regulatory requirement for him to read through the options pack so he could make his own decision. Mr P said he simply wanted Prudential to pay his pension money into his bank account. But it said he had to read through the pack first.

On 1 February 2024, Mr P called Prudential again. It sent him another options pack the following day. Mr P signed the Pension Wise declaration on the form on 6 March 2024 and then sent it back to Prudential. The form contained information about what it required for identification and verification. The evidence isn't clear about when Prudential received the completed form.

Prudential wrote to Mr P on 11 March 2024 about his request to withdraw his pension money. It enclosed the information he needed to take his pension as a cash lump sum.

With effect from 6 April 2024, UK regulation changed the way tax free cash was calculated. As Mr P had signed and returned a form from before the regulation change, this meant that the form was no longer valid.

Prudential received Mr P's signed withdrawal form on 3 May 2024. It wrote to him on 10 May 2024 to explain that it needed him to complete a new form due to the regulation changes. And to remind him that it still needed identification and verification documents. The letter explained that if Mr P didn't provide the required documents, it could delay his withdrawal. It also noted that the documents had to be provided in English.

Prudential wrote to Mr P again on 6 November 2024 to remind him that it still needed him to complete the new form. And that it still needed the identification and verification documents. The letter stated:

*Any documents that are not in English must be translated into English and certified that the translation is accurate by an attorney, a notary or an embassy consulate authority.
Prudential doesn't accept responsibility for any costs incurred.*

The letter also said that as Mr P lived overseas, Prudential needed to carry out extra checks. It therefore needed him to provide a bank statement to prove the account he wanted to make the payment into was his.

Mr P then provided an overseas bank statement in the language of the country he lives in. He also provided his British and country of residence driving licences and utility bills. He didn't provide a translation for the overseas documents.

Prudential received Mr P's documents on 9 December 2024. As they hadn't been translated into English, it sent him a further letter to explain its identification and verification requirements and the need for a new form on 13 December 2024.

Mr P called Prudential on 28 March 2025 to raise a complaint. He said he'd started the claims process in September 2023. But still hadn't received payment. Prudential's call notes recorded that it'd asked him for the identification and verification documents more than once. And that it hadn't processed the claim as it had yet to receive what it needed.

Prudential wrote to Mr P on 10 April 2025 to tell him that it couldn't proceed with his claim with the information it had. It said that since the claim had been ongoing for over a year, it needed to send him the options pack again. And that it would need him to sign and return another declaration. It sent the same letter again on 24 April 2025 as Mr P hadn't responded.

Prudential called Mr P on 12 May 2025 to discuss the complaint. It said he mentioned he

couldn't cover its Cash Risk warnings questionnaire requirements due to limited English. He therefore wanted that in writing. It then issued this as requested.

Prudential issued its final response to the complaint on 16 May 2025. It acknowledged it'd provided Mr P with poor service. And that this meant it had caused a delay. It apologised. Prudential said it would review Mr P's case in 30 days - if he had decided to proceed with his request - to ensure he hadn't been financially disadvantaged by that delay. And arranged to send him £225 compensation for the distress and inconvenience caused.

Prudential said it'd issued the information Mr P had requested separately. And that if he hadn't already received it, he should do so within the next five working days.

Unhappy, Mr P brought his complaint to this service. He felt that Prudential was trying to delay his payment. And that it could easily pay him his money as it had already sent the £225 compensation it offered him to his overseas bank account.

Prudential told this service that it was still waiting for Mr P to complete and return its Cash Risk warning questionnaire. It said once he had done so, it would issue him with the risk warnings form. And that after that was completed it could issue the claim form.

Prudential said its process was the same for UK and overseas customers if it had received everything it needed for a claim. It said this wasn't the case here. It also said that it didn't offer a translation service to any of its customers.

Our investigator didn't think that Prudential needed to take any further steps to put things right. He acknowledged the difficulties Mr P had faced when trying to withdraw the money from his pension. And that Prudential had caused some delays to the payment of those funds due to its poor service. But said that as Mr P had yet to provide Prudential with either the identification and verification documents it needed before it could complete the withdrawal, or the new form now needed because of changes to UK regulation, he couldn't fairly ask Prudential to take further steps to put things right.

Our investigator felt that Prudential could've done more to adjust to Mr P's requirements and explain what it needed. But said that it was still waiting for information from him before it could process his withdrawal request. He therefore didn't feel he could hold it responsible for the further delays to the withdrawal.

Our investigator acknowledged that Mr P felt that as Prudential had sent £225 compensation to his overseas bank account, it should be able to send him his pension funds. But he said there were different requirements for getting money out of a pension due to the risks involved. He felt that the £225 compensation Prudential had paid Mr P was reasonable under the circumstances of the complaint.

Mr P felt he'd sent Prudential the identification and verification documents it needed. He also noted the cost of translation of those documents.

Our investigator explained that the documents Mr P had provided were in the language of the country in which he lived, not English as required. He said he would talk to Prudential to see if it could make adjustments. He then asked it to contact Mr P to explain what he needed to do to withdraw his funds.

Prudential told this service it had tried to call Mr P twice on 24 December 2025 without success. It also said it tried to call him on 16 January 2026. But he hadn't been free to talk. It said that while it'd offered Mr P a callback. He'd said: "*don't worry about it, it's all good*". And that he'd then disconnected the call. It said it would try to speak with Mr P again. But unless

he would allow it to explain what was needed for him to make a withdrawal, and he then provided that information, there wasn't much else it could do to help.

I understand that Prudential did manage to contact Mr P on 20 January 2026. But he told it he would call it back in the next few days.

Our investigator told Mr P that the current delay came from the regulation changes and the fact that he had yet to provide Prudential with the required identification and verification documents. Mr P felt he had sent the same form and asked what he needed to do to get his funds.

As agreement couldn't be reached, the complaint has come to me for a review.

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 agree with our investigator that Prudential has taken reasonable steps to put things right. And I'm not going to require it to do anything more. I know this will be disappointing for Mr P. I'll explain the reasons for my decision.

The central issue here is the time Prudential has taken to pay Mr P his benefits – he claimed them in September 2023. But payment hasn't yet been made.

Prudential accepted its poor service had caused a delay and offered Mr P £225 compensation. It also said that if he went ahead with his requested withdrawal in the next 30 days it would take steps to ensure its delay hadn't caused a financial loss.

Mr P has yet to go ahead with his claim. So I've gone on to consider if Prudential is responsible for this.

Is Prudential responsible for the fact that the payment has yet to be made?

The evidence shows that Prudential wrote to Mr P in line with his request to explain that it needed the identification and verification documents in English. And that it needed a new form. It explained why that was the case.

Prudential told this service it doesn't offer translation services to its customers. While this clearly would be helpful for Mr P, this service doesn't have the power to compel Prudential to offer this. However, as our investigator noted, we do expect it to make reasonable adjustments to accommodate Mr P's needs. The evidence shows that Prudential has done this. I say this because it has written to Mr P in line with his request. It's also clearly explained what it still needs to be able to process his claim.

I understand why Mr P feels that Prudential ought to be able to pay him the money from his pension in the same way that it paid him the compensation. But this isn't possible. I say this because UK regulation requires Prudential to take certain steps before it can release pension funds. These steps are in place for the protection of its customers. The same steps aren't required for the payment of compensation. While I appreciate this is frustrating for Mr P, the evidence shows that he has yet to provide Prudential with all the documentation and forms that it needs so that it can process his withdrawal.

I can see that Mr P feels that Prudential has tried to delay his payment. The evidence shows that it did cause some delays to his withdrawal request at the start of the process. But I can't

reasonably say that it is responsible for the fact that his request has yet to be processed. As our investigator noted, as soon as Prudential has received its outstanding requirements from Mr P, I'd expect it to promptly process his claim. If it doesn't do so, Mr P is entitled to raise a new complaint with Prudential. But before Mr P completes Prudential's requirements, I can't fairly say that it is continuing to delay his payment.

I next considered whether the £225 compensation Prudential has paid Mr P for the distress and inconvenience caused is reasonable under the circumstances of the complaint.

Distress and inconvenience

The evidence shows that at the start of the process, Prudential didn't deal with Mr P's information requests as quickly as it should. This meant he had to contact it more often than he should have. I can also see that some of the promised callbacks weren't made.

Prudential acknowledged it had caused delays. It apologised. And offered Mr P £225 compensation. It also offered to ensure he hadn't been financially impacted by its delays if he completed the withdrawal process within 30 days. I think Prudential took reasonable steps to put things right. And I'm satisfied that the £225 compensation it has paid Mr P was fair.

I appreciate that Mr P feels that he has provided Prudential with the documentation it needs to process his claim. However, the evidence shows that it explained it needed those documents in English. I understand that translating the documents will be expensive. So I can see why Mr P is frustrated about this requirement, especially given the size of his pension fund. But I can't fairly ask Prudential to translate the documents for Mr P. I say this because it has been clear that this is not a service it offers to any of its customers.

In summary, I'm satisfied that Prudential's outstanding requirements before it can process the claim are reasonable. And that it explained its requirements during the 16 November 2023 call with Mr P. While the requirements are slightly different now due to the changed regulation and the new form, I can see that Mr P has yet to meet those requirements. Therefore Prudential can't yet process his claim.

I therefore don't require Prudential to take any further steps to put things right. And I don't uphold the complaint.

My final decision

For the reasons given above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 16 March 2026.

Jo Occleshaw
Ombudsman