

## **complaint**

Miss M complains about the information mistakenly shared by The Prudential Assurance Company Limited (the business), with her ex-husband Mr M.

She says because of this he is now harassing her for the money.

## **background**

The business upheld the complaint. It accepts it shouldn't have shared the information about when the policy was surrendered with Mr M. By way of compensation it offered Miss M £350 for the trouble and upset caused.

Miss M disagreed with the outcome, and referred her complaint to our service. She doesn't feel the compensation is enough.

One of our adjudicators considered the complaint and thought it should be upheld. She said this error would have caused Miss M some distress and inconvenience, and in the circumstances £500 compensation would be fair and reasonable. However, she was unable to say that matters had become significantly worse between Miss M and Mr M.

The business disagreed with the adjudicator's view saying there was nothing that warranted a higher payment. It confirmed that it hadn't disclosed to Mr M the surrender value, and doesn't know how a letter from the business, correctly addressed to Miss M, ended up with him.

It maintained it hadn't provided him with any information – other than the surrender date – that he didn't already know through the court proceedings. It also said the policy was originally in place for the benefit of Miss M and Mr M's children, but that was a matter between them.

Miss M also disagreed with the adjudicator's view and maintained that she should receive compensation in the region of £10,000, which is what the policy was initially worth compared to £3,000 when she surrendered it.

She's concerned that the relationship between her and Mr M might have adversely affected her chances of succeeding with her complaint and would like for this information to be discounted from the ombudsman's decision making.

She's provided further information about the difficulties she's experienced since Mr M became aware of what she'd done, and how upset she is about the business' mistake. She's also unhappy about the way she'd been treated by the business in trying to resolve this matter.

As no agreement has been reached the matter has been passed to me for review.

## **my findings**

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 the adjudicator's conclusions for much the same reasons. I'm going to uphold this complaint.

But before I explain further why this is the case, I think it's important for me to note I very much recognise Miss M's strength of feeling about this matter.

She has provided detailed submissions to support the complaint, which I've read and considered carefully. I don't need any more information to decide this case. However, I hope she won't take the fact my findings focus on what I consider to be the central issues, and not in as much detail, as a discourtesy.

The purpose of my decision isn't to address every single point raised. My role is to consider the evidence presented by Miss M and the business and reach what I think is an independent, fair and reasonable decision based on the facts of the case.

In deciding what's fair and reasonable, I can take into account the relevant law, regulation and best industry practice, however I'm not bound by it. And as a fresh pair of eyes looking at the complaint, it's for me to decide, based on the information I've been given, what's more likely than not to have happened.

The question at the heart of this complaint is whether or not the compensation offered by the business is fair and reasonable in the circumstances. On the face of the evidence, and on balance, I'm not satisfied that it is.

I note the business maintains that other than the date of surrender Mr M wasn't given any more information than he was already aware of. But in this instance I don't think it's necessarily right for the business to underplay the information that it did disclose, given that Miss M and Mr M were in the middle of acrimonious divorce proceedings.

I appreciate the business makes no comment about Miss M's decision to surrender the investment and quite rightly maintains it's a matter between her and Mr M, but regardless of the rights and wrongs of what Miss M has done – which is not for me to decide – the circumstances under which the disclosure was made means Miss M is likely to suffer greater trouble and upset than if disclosed at some other time.

By telling Mr M about the surrender the business also unwittingly disclosed Miss M's position and possibly more. This is more likely than not to influence how Mr M behaves during the divorce proceedings. I also think it's likely that Mr M will want some or all of that money which had been set up for the benefit of their children. I'm conscious Miss M says he wants a specific figure paid to him.

Despite what the business says about its offer, if it had disclosed more information than it had done in the circumstances, the compensation awarded would have been higher.

I appreciate Miss M feels she should receive around the £10,000 mark. But the compensation is not to pay her the original sum assured but the trouble and upset caused to her as a result of the business mistakenly notifying Mr M that she had surrendered the policy.

I appreciate Miss M's concerns with the situation and recognise she will be disappointed I've reached the same conclusion as the adjudicator. But having given the matter careful consideration, I don't feel able to conclude that she should receive any more compensation.

**my final decision**

For the reasons set out above, I uphold this complaint.

The Prudential Assurance Company Limited should pay her £500 compensation for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 8 February 2018.

Dara Islam  
**ombudsman**