

complaint

Mr G has complained about the poor service he received from the Prudential Assurance Company Limited ('Prudential') when trying to take his pension benefits at 60. Prudential agreed that its service was not as good it should have been and has to date offered Mr G £400 in compensation for it. Mr G does not feel that this amount is sufficient.

background

One of our adjudicators investigated the complaint and said that she thought the amount offered at that time was fair. The offer has been increased subsequently. Mr G disagreed and so the complaint has come to me to decide.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I've read and considered the whole file, but I'll confine my comments to what I think is relevant. If I don't comment on any specific point it's not because I've failed to consider it, but because I don't think I need to comment on it in order to reach what I think is the right outcome in the wider context. Where there is an absence of or contradictory evidence, I have to base my findings on the balance of probability – that is, what I think is *more likely* to have happened.

Having done so, I have come to the same conclusions as the adjudicator, and for largely the same reasons.

Both parties agree that the service provided by Prudential came up short and at the time of my investigator's assessment Prudential had offered Mr G £250 for any distress and inconvenience that Mr G had felt as a result of those failings. Mr G declined this amount. Subsequently Prudential offered an additional £150 for its failure to repay one of the extra premiums it had taken in 2017 and for writing to Mr G suggesting he should take action to pay missed premiums into the pension account that purchased the annuity and which lies at the heart of this complaint.

So the amount that Prudential wishes to pay Mr G in relation to its poor service is £400. Mr G considers that this is insufficient compensation for his time and distress in dealing with the Prudential in this matter.

Mr G appears to have suffered no monetary loss in relation to the late vesting of his pension as Prudential has backdated the annuity payments as if it had started at the right time.

It would not be practical to set out every time that Mr G was held on the telephone or promised information that wasn't then provided in the timescales that were specified. And on one occasion in particular Mr G was very concerned when a representative with an insufficient grasp of Mr G's requirements, suggested that he transfer his guaranteed annuity fund into a cash fund. Prudential has explained that this was a misunderstanding and that it is something that could never have happened. Whilst Mr G was alarmed at what he thought could have happened if this had happened, it's worth pointing out that it didn't come to pass as the misunderstanding was cleared up with Mr G's help.

The above is not exhaustive as there is no need for me to list at length all of the instances in which Mr G feels the service he received fell short of what he wanted from Prudential. Both

parties to this complaint know what has transpired between them. But I have read everything that has been submitted and listened to the calls that were provided in this case.

It would be a reasonable expectation that someone would have to put some time and energy into arranging a pension. So whilst I have profound personal empathy for the time Mr G spent on hold or the times he was forced to explain himself and then he had to repeat himself to someone else in a different team, and for how he might have come to think that Prudential seemed at times to be a little too interested in its own processes and less so in listening to its customer, they are not in themselves things that I should attach particular weight to when deciding what compensation is appropriate in the particular circumstances of this complaint.

I have also considered that whilst Prudential didn't always provide the help it said it would or to do so as quickly as it might have wished to have done, I have considered that the representatives of Prudential that Mr G interacted with seemed genuinely to be trying to help him, even if that help came up short of what Mr G had hoped for.

Both parties agree that Prudential provided service it wasn't proud of. My task is to decide if I think Mr G should receive more compensation for the trouble and upset that Prudential caused than it has already offered him. Whilst doing this it's worth noting that I am not the regulator, so I am not looking to tell Prudential how it should arrange its customer service nor am I looking to punish it for any perceived failings. I am considering the nature of the failings and the impact on Mr G and having done this, I have not seen sufficient evidence that a higher award is merited.

my final decision

For the reasons set out above, I don't uphold Mr G's complaint. And I make no award against The Prudential Assurance Company Limited above the £400 it has already offered to pay.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 14 December 2018.

Douglas Sayers
ombudsman