

complaint

Mr B is unhappy The Prudential Assurance Company Limited did not transfer benefits from his former occupational pension scheme in 1988. He says he's lost his pension as a result.

background

Following a meeting with a Prudential adviser, Mr B started a regular contribution personal pension plan (PPP) in May 1988. At the time of advice, Mr B's circumstances were recorded on a personal financial review document, bearing his signature. This document included an 'Advice given' section with the instruction "if any policy is to be terminated full details must be given." "Pension recommended" was handwritten in this section.

Later that year Mr B met with Prudential again and another personal financial review document was completed and signed by Mr B. Recorded in the 'Advice given' section was "SERPS opt-out." This document also included the instruction next to the 'Advice given' section: "If any policy is to be terminated full details must be given." A second PPP was subsequently started to receive Mr B's redirected SERPS contributions.

In September 1989 Mr B signed an application to increase contributions to the first PPP. This was recorded on the second personal financial review document as an update.

Both PPPs were transferred to another provider in 1993.

Prudential wrote to Mr B in August 2018 as a follow-up to the industry-wide review of personal pensions sold between 1988 and 1994. Prudential explained that Mr B might not have received their original or subsequent invitations to have his personal pension reviewed and so offered him the opportunity to have them looked at now.

Mr B promptly responded by letter to set out events prior to the start of the first PPP in 1988. He said in part that he was persuaded to start a Prudential PPP and to transfer his former occupational pension scheme (OPS) benefits into that pension arrangement. Sometime later Mr B learned that his OPS benefits had not been transferred. Mr B said this was a result of Prudential's lack of due diligence and he has now lost out on those benefits as they were allegedly stolen by a third party.

Prudential treated this letter as a complaint and issued its final response not upholding it in October 2018. Prudential provided Mr B with documentation from the time of advice and explained that there was no reference to him being advised to transfer any OPS benefits. And in fact, there wasn't even reference to Mr B having any previous pension benefits with a previous employer.

Unhappy with this response, Mr B brought his complaint to this service. One of our investigators looked into his concerns and concluded there wasn't sufficient evidence to suggest that Prudential gave any advice or recommendation in relation to Mr B's OPS.

Mr B didn't agree and said in summary:

- *"The occupational pension scheme was not being paid into, it was just there. Due to media coverage at the time regarding how wonderful private pensions were [Mr B] decided to transfer the occupational pension. [He] asked them to transfer the funds into their scheme"* as shown by the personal financial review of May 1988.

- While there is no documentation regarding his request to transfer his OPS benefits “*there is no advice saying that an existing scheme should be kept*”.
- Why was the ‘Advice given’ section of the May 1988 financial review completed if he hadn’t mentioned his OPS?
- At the time of advice, the words occupational pension generally weren’t used; “*works pension, company pension or just pension*” were used instead.

As agreement couldn’t be reached, the complaint is now with me for a decision.

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’m not upholding Mr B’s complaint. I’ll explain why, but before I do, I should emphasise that while I’ve taken serious note of the comments made by both parties, I have limited my response to what I consider to be the issues central to this complaint.

I’m also aware that Mr B has raised additional concerns with Prudential about other products sold to him. This decision, however, relates solely to his complaint that his OPS benefits weren’t transferred.

Mr B’s complaint concerns events that took place in 1988, over 30 years ago. With this sort of case, where the activity being complained about occurred many years ago, it’s difficult to know what was discussed at the time. Memories will have faded and what evidence there is might be incomplete. So I need to decide, on the balance of probabilities, what’s more likely to have happened, given the evidence available, including the documents that have been provided and both parties’ comments about what happened at that time. To be clear, I am not reaching a conclusion as to which parties’ version of events is true.

In this case, I’m not able to uphold Mr B’s complaint because I’ve simply not been provided with enough evidence to persuade me that Prudential provided Mr B with advice to transfer from his OPS in 1988 and then didn’t effectuate the transfer. In fact, I’m not persuaded Mr B’s OPS benefits were even discussed with Prudential at this time.

I say this because if the first meeting with Prudential was instigated for the purpose of transferring Mr B’s OPS benefits, I would expect this to be reflected in the documents created at the time. But having looked at the first personal financial review from 1988, I can see Mr B was asked whether he had “company pension benefits?” Next to this read “grouped pensions? frozen pension from previous employment?” The ‘no’ box to the right has a tick mark. The ‘no’ box was also ticked next to the question “Other pension arrangements.” The same was recorded on the second personal financial review form. I consider these questions to be clear and direct about the information sought.

And I note Mr B’s signature appears on both financial reviews below the statement “I understand that the advice is based on the information given by me in this Personal Financial Review.” Given this, I’m not persuaded Prudential was aware Mr B had a pension arrangement with a former employer.

Mr B asserts that since the May 1988 personal financial review includes the instruction “If any policy is to be terminated full details must be given” next to the ‘Advice given’ section and “pension recommended” was written in this box, his OPS would have to have been mentioned in his meeting with Prudential. I’ve thought about this, but on its face this

document suggests the opposite – as no details about a terminated plan were provided, it seems more likely that the advice didn't concern ending any pension arrangement, including Mr B's OPS.

Also, consistent with the advice recorded at that time, I've seen an application for a PPP with Mr B's signature, dated the same as the advice in May 1988. I've also seen an application to contract-out of SERPS and redirect contributions to a second PPP, in line with the advice given at the time of the second financial review.

I appreciate what Mr B's said about how there wouldn't be any evidence if Prudential didn't do what he asked regarding his OPS, or if it was unsuccessful in arranging the transfer of OPS benefits. And while it's true that I can't know now what was discussed at the meetings that took place over 30 years ago, I consider it more likely than not that if Mr B had discussed his desire to transfer his OPS benefits to a Prudential PPP, this would have been recorded in the written documents produced at the time.

And if it wasn't, I wouldn't expect Mr B to have signed the personal financial reviews without this information. Given that Mr B told this service he instigated the meeting with Prudential for the sole purpose of transferring his OPS, it would be reasonable to expect Mr B to have followed up with Prudential about this at some point during the last 30 years. But Mr B hasn't provided any evidence, written or otherwise that he pursued Prudential about the transfer at any point before this complaint was raised.

Therefore, I'm unable to conclude on the balance of probability that Prudential knew about the OPS and advised the transfer, so it wouldn't be fair to now hold Prudential responsible for the transfer not taking place.

my final decision

For the reasons I've explained above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 April 2020.

Jennifer Wood
ombudsman