

## **complaint**

Mr and Mrs A complain that The Prudential Assurance Company Limited is responsible for the late payment of the proceeds of their two mortgage endowment policies at maturity. They also say their policies were missold by Prudential.

## **background**

In 2010, Mr and Mrs A complained to Prudential saying that the mortgage endowment policies had been missold. Prudential responded saying that it was not responsible for the sale of the policies and gave information about referring the complaint to this service and the deadline to do so.

The policies had maturity dates of February and October 2013. In August 2013, Mr A contacted Prudential regarding the maturity of his policies because he had heard nothing for some time.

Prudential explained that it had been unable to write to Mr and Mrs A since 2011 as a letter had been returned to it marked 'gone away'. It had made efforts to trace them but these had not been successful.

Mr and Mrs A were unhappy with this and referred their complaints to this service where they were considered by an adjudicator.

The adjudicator considered that the delay in Mr and Mrs A receiving their policies' proceeds was not as a result of any error by Prudential. The adjudicator also said the complaint about the sale of the policies had been referred to this service outside of the relevant time limit so we weren't able to consider that point.

Mr and Mrs A did not agree, they say that they did not receive the response to their complaint in 2010 and that the policies were sold by agents of Prudential so it is responsible for the sale. They also say that they had not moved address and Prudential could have done more to correspond with them. They feel that it has deliberately delayed the payments on the policies.

The complaint has been referred to me to make a decision.

## **my findings**

I will consider the two aspects of this complaint separately;

### *the sale of the policies*

I have considered the evidence to decide if the complaint of missale is one which this service can consider. Having done so, my decision is that I cannot consider this aspect of the complaint as it is made too late and is not within the jurisdiction of this service.

Prudential issued its final response to the complaint of missale on 18 November 2010 and told Mr and Mrs A that the complaint needed to be referred to this service within six months of that date. Mr and Mrs A say that they did not receive that letter and I have considered what they have said. But I am satisfied that it was sent and that it was correctly addressed.

I agree with the adjudicator that it is more likely that the letter was received as the vast majority of correctly addressed mail is correctly delivered.

But in any event, the rules provide that the six month period would have started when the letter was sent and there is no specific requirement that it is received before the time to complain is triggered. Mr and Mrs A had made a written complaint and if they had heard nothing in response to that I anticipate that they would have taken some steps to follow it up sooner than they did.

I should add that on the evidence I have seen, it seems that Prudential was not responsible for the sale of the policies.

*payment of the maturity values*

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I have reached the same conclusion as the adjudicator and for essentially the same reasons. I do not uphold this complaint.

The Financial Ombudsman Service seeks to resolve disputes in an informal manner, as an alternative to the cost and complexity of dealing with a matter in the courts. As such, in making my findings I focus on what I consider to be at the heart of the issue and make a decision on what I feel is fair and reasonable in the circumstances.

Although I consider all the information provided to me, in reaching a decision I may regard it as unnecessary to comment on all the points raised. This is not intended to oversimplify the issues. It just reflects the nature of this service and my role within it.

I am satisfied that Prudential was acting reasonably when it decided not to send further correspondence to Mr and Mrs A after some was returned marked "gone away". As the adjudicator explained, it had to consider the need to protect confidentiality. I am also satisfied that it did take steps to trace Mr and Mrs A and whilst it could have done more, I think that the steps it did take were reasonable.

Mr and Mrs A did contact Prudential in August 2013 so it follows that any lack of correspondence up to then did not cause delay in the payment of the proceeds for both policies as the second did not mature until October. Prudential has accepted that once contact was made there was some delay in sending the maturity packs. It has apologised for this and made an offer of compensation for any distress this caused which, like the adjudicator, I consider is fair in all the circumstances.

Prudential also accepts that it did not identify the missed payments on the policies as soon as it could have and it has apologised for this. Ultimately it was for Mr and Mrs A to make the premium payments and I don't think Prudential is entirely to blame for any lack of awareness that payments had been missed.

I am also satisfied that Prudential has operated the policies in accordance with the terms and conditions when requiring the outstanding premiums be paid along with an administration fee for one policy and in lapsing the other policy. The level of administration fee was at its discretion and I do not think that £80 is unfair in all the circumstances.

So overall, I do not uphold this complaint. If the payment to Mr and Mrs A for trouble and upset has not been received or cleared then no doubt Prudential will issue a new cheque or make this payment again by another means.

**my final decision**

My decision is that I cannot consider the complaint of missale.

My final decision is that I do not uphold the other aspects of this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs A to accept or reject my decision before 16 February 2015.

Keith Taylor  
**ombudsman**