

## **complaint**

Mr C complains that The Prudential Assurance Company Limited (“Prudential”) changed the reference number and payment date for his annuity. He wants it re-instated exactly as when it was set up.

## **background**

Mr C has an annuity with Prudential. He complained to it on 30 September 2015. It had changed his annuity payment date from the 30<sup>th</sup> of each month to the 1<sup>st</sup> of the month. Prudential agreed this was unreasonable. So it reinstated the 30<sup>th</sup> as the payment date and awarded Mr C £50 for distress and £25 to cover calls.

Mr C made a further complaint in November. His payment had been made to an incorrect account. Prudential paid Mr C £50 for the distress this caused. There was then a further delay in sending Mr C’s annuity payment in November. Prudential paid Mr C an extra £150 in compensation, which included cost of calls and interest.

In December 2015 Prudential wrote to Mr C. It had decided to award Mr C a further £50.

Unhappy with Prudential’s response, Mr C brought his complaint to our service. An adjudicator considered his complaint. She did not uphold it. She also explained the change to his annuity number was because the payment platform for his payments had been updated. But there were no changes to the terms of his annuity.

The adjudicator agreed Prudential had dealt with Mr C fairly. It had acknowledged its errors, reinstated the original payment date and given a reasonable explanation for the new annuity reference number. It had paid Mr C suitable compensation.

Mr C did not agree. So his complaint has been referred to me.

## **my findings**

I have considered all the evidence and arguments to decide a fair and reasonable outcome to this complaint.

I note that Prudential admit that they provided Mr C with ‘*numerous examples of poor service*’. I also note that in their various responses to Mr C’s complaint, they did not explain why the date of payment changed, albeit temporarily or why his annuity had a new reference number. They only offered compensation rather than explanation. To that extent, Prudential have, as they admit, given Mr C service well below the level he is entitled to get.

But Prudential have reinstated the original payment date of the 30<sup>th</sup> of each month for Mr C to get his annuity payments. So I do not consider it necessary to comment further on this aspect of Mr C’s complaint, except to say that I agree with the adjudicator that the compensation paid by Prudential for this is reasonable.

In my view, Prudential have now, albeit later than would have been preferable, given a reasonable explanation for why Mr C’s annuity has a new reference number and why his payment date temporarily changed. I am not persuaded by the evidence that either of these matters caused Mr C any material inconvenience or loss. Nor am I persuaded that his

annuity is not other than originally set up. Mr C has not provided any persuasive evidence to the contrary.

Whilst unfortunate that there were errors on several occasions in making Mr C's annuity payments, these caused distress rather than any financial loss. In my view, Prudential have paid Mr C fair and reasonable compensation for the period he was denied access to his funds, the distress caused by getting this rectified and the modest incidental costs incurred in having to contact Prudential to point out its various errors.

**my final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C to accept or reject my decision before 18 April 2016.

Terry Connor  
**ombudsman**