

## **complaint**

Mr P is unhappy with the service he received from The Prudential Assurance Company Limited when it contacted him in 2017.

## **background**

Mr P had a Prudential mortgage endowment policy which he surrendered in 2006 as he was unhappy with the performance. Since then Mr P has moved house many times.

In February 2017 Prudential wrote to Mr P at what it believed to be his current address saying *"We are trying to get in touch with the owner of a plan that was claimed some time ago in order to send them some important information about the plan. The plan number ends with 11."* It asked Mr P to fill in a form with all his information, including all his previous addresses.

In April 2017 Prudential wrote again as it said it hadn't received the form back. As he'd returned the form Mr P phoned Prudential to check it had been received and was told it had. As he'd heard nothing further Mr P phoned Prudential again in October 2017 and was told his information couldn't be found. Unhappy with this Mr P made a complaint.

Prudential upheld his complaint about the service he'd received and paid £100 compensation. Unfortunately Prudential sent this letter to a wrong address, sending it to a different house in Mr P's road instead. In response to Mr P's complaint about that, Prudential offered a further £150 in compensation. At the same time Prudential wrote to Mr P to confirm why it had tracked him down. It said it hadn't paid him enough when he surrendered his policy in 2006 and sent him a cheque for £20.21, which was £16.13 capital plus interest from 2006 to date.

Our adjudicator thought £250 compensation was fair, and gave Mr P the details of the Information Commissioner's Office ("ICO") if Mr P wanted to take the data protection breach further. Mr P said he didn't want more money, but he wanted questions answered.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Mr P has set out his account of events in considerable detail. I trust he won't take it as a discourtesy that I've condensed his complaint in the way that I have. Ours is an informal dispute resolution service, and I've concentrated on what I consider to be the crux of the complaint.

I don't doubt that this is very important for Mr P. But although I've read and considered the whole file I'll keep my comments to what I think is relevant. If I don't comment on any specific point it's not because I've not considered it but because I don't think I need to comment on it in order to reach the right outcome. This service is impartial between, and independent from, consumers and businesses. What this means is that we don't represent either party, and I don't act under either's instructions or take directions on how a complaint will be looked at and what questions should be asked or answered.

This service isn't a regulator. So we don't have the power to order a business to change its processes or to provide commercially sensitive information to Mr P. Prudential didn't provide detailed calculations to Mr P when he surrendered his policy, so equally I wouldn't expect it to do so here. Prudential identified a problem and has made a further payment to put it right.

The calculations that sit behind that are commercially sensitive and so it wouldn't be appropriate for those to be provided to Mr P.

Mr P's concerned that a letter was posted to a different address in his road. But from what Mr P has told us he hasn't suffered any loss as a result of this mistake. I don't underestimate how strongly Mr P feels about the situation, and if he remains concerned about the data protection breach, I can only suggest he takes this up with the ICO ([www.ico.org.uk/for-the-public/](http://www.ico.org.uk/for-the-public/)) as that's the body responsible for complaints about data protection breaches.

The facts that lie behind this complaint are simple, Prudential owed Mr P money and it was trying to track him down to pay him that money. That Mr P feels £20.21 isn't worth his time and effort is neither here nor there, that wasn't a decision Prudential should be making on his behalf. Mr P may feel £20.21 isn't important, but for another customer that could be the difference between eating or not eating this week, or having enough money to pay their mortgage in full this month. Prudential didn't deceive Mr P into providing his up to date personal details under false pretences, instead it simply was trying to make contact with him to pay him money he was due.

Prudential has said it traced Mr P using Call Credit Tracing Service ([www.callcredit.co.uk](http://www.callcredit.co.uk)). Whilst Mr P may want Prudential to ask Call Credit how it tracked him down to the address he was temporarily living at, that's not something I'm going to tell it to do. Mr P was tracked down so clearly there was information available to Call Credit to link Mr P to that address. What that information was isn't relevant to this complaint. If Mr P wants to put more time and effort into trying to find out that information himself he's free to try to do so. I can't say if Call Credit will talk to him directly, but he's free to make his own enquiries. What I'm not going to do is either order Prudential to get involved, or for this service to get involved on his behalf.

Prudential has already paid £250 to Mr P for the customer service failings identified in its letters and I consider that fair and reasonable in the circumstances. I don't order Prudential to do or pay anything more.

### **my final decision**

I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 April 2018.

Julia Chapman  
**ombudsman**