

complaint

Mr M complains that the pension annuity payment he receives from The Prudential Assurance Company Limited ("Prudential") varies month on month, when it should be a constant £311.42.

background

This complaint was considered by one of our investigators who came to the view it shouldn't be upheld. In summary he said he was satisfied that Prudential was paying Mr M the correct sum he was due each month.

Mr M didn't agree and so the matter has been passed to me for review and 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've come to the same overall conclusions as our investigator and for broadly the same reasons. There is also very little I can add to what has already been said.

Based on Mr M's P60 for the tax year 2016, amongst other things, I'm satisfied that Prudential is paying Mr M what it's obliged to do under his annuity contract.

In my view Mr M has received each month the sum of £311.42 gross, less income tax Prudential was required to deduct under its obligations to the revenue.

I appreciate these deductions might have caused Mr M a degree of confusion and upset. But as I've said above, I'm satisfied that these deductions have been made correctly. In any event, I can't see that these deductions have caused Mr M a loss. I say this because if they have been incorrectly deducted (something that I'm not persuaded is the case) Mr M is free to seek a refund of these direct from the revenue.

Therefore I find that Prudential has, in the particular circumstances of this case, done nothing wrong.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 March 2017.

Peter Cook
ombudsman