

## **complaint**

Mr C complained because the Prudential Assurance Company Limited (Prudential) delayed the transfer of his personal pension to an overseas provider.

## **background**

In the summer of 2014 Mr C started the process of transferring a number of his pension plans, including a plan with Prudential, to a new provider. This provider was based overseas. Between July and September 2014, four of Mr C's plans were successfully received by the new provider. Unfortunately the funds from Mr C's plan with Prudential, (just under £10,000) weren't received by the new provider until May 2015. The new provider had a minimum investment threshold, and Mr C needed the funds from his Prudential plan to allow him to meet this requirement. So the whole of Mr C's investment with the new provider was delayed waiting for the funds from Prudential.

Mr C complained to Prudential in April 2015. They upheld his complaint. They accepted responsibility for much of the delay and felt they could have done better in keeping Mr C and his financial adviser informed.

Prudential offered Mr C £200 for his trouble and £25 to compensate him for the costs he'd incurred as a result. They also undertook to complete a redress exercise once the transfer and investment were fully completed; and assured Mr C, he would not be disadvantaged financially. Mr C accepted Prudential's offer.

Unfortunately there were further delays. Prudential said they had problems obtaining the information they needed from the new provider. Mr C tried to assist with this. But by April 2016, the redress exercise hadn't been completed. So Mr C came to this service.

Initially Prudential said this service couldn't look at Mr C's complaint, because he hadn't complained within time. Given the circumstances of Mr C's complaint, we didn't agree, and said we could look at his complaint.

Our adjudicator contacted the new provider and obtained the information Prudential said they needed for the redress exercise. He provided this information to Prudential. He also said that Prudential should pay Mr C a further £500 for the trouble Mr C had been caused.

Prudential accepted they needed to address the redress and said they could understand the adjudicator's recommendations. But they didn't reply to further contact from the adjudicator, nor contact Mr C or this service further. So this complaint was referred to an ombudsman.

## **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 have come to the same conclusions as the adjudicator, and for broadly the same reasons.

Prudential previously accepted they caused some delays, and could have provided better service to Mr C. They accepted the method by which any loss should be assessed, and said they will meet this. In the main, Prudential accepted this in April 2015.

It is unfortunate that none of this has yet taken place. As a result, in addition to Mr C having to wait a long time before his investment could be made, he is still waiting for his complaint to be concluded.

Although I've seen that Prudential said they had been asking the new provider for information, I've also seen that the adjudicator was able to obtain the information. And this information has been provided to Prudential.

I've seen that Prudential have had the opportunity to reply and send in any further submissions. But I think it's right Mr C should be able to conclude this matter; and I haven't seen anything that makes me think it's reasonable for there to be any further delay.

The new provider had a minimum payment threshold of forty thousand pounds. Because of this threshold, the provider and Mr C had to wait for the transfer of the funds from Mr C's plan with Prudential. I am satisfied that Mr C did try to assist and speed matters up.

Prudential said they should have transferred Mr C's benefits on 25 September 2014. And that they would ensure that Mr C was not financially disadvantaged. Prudential do not appear to have yet completed their redress exercise. This exercise was agreed by Mr C and Prudential. So Prudential must complete the following exercise previously set out by the adjudicator. My aim is to put Mr C in the position he should have been in, had the mistakes and delays not happened:

1. Calculate the transfer value of Mr C's fund now had it received £8,804.00 from Prudential on 25 September 2014. This is instead of receiving £9,633.00 from Prudential on 13 May 2015. All the other transfer amounts that it received and Mr C's own contribution should remain unchanged.
2. Find out the current transfer value of Mr C's fund as at the same calculation date as 1. above.
3. If 1 compared with 2 above is a higher value then a loss has arisen and redress is payable.

If the higher value is identified then that amount (grossed up for any initial investment expenses) should be added to a pension arrangement for Mr C as redress. If the redress determined cannot be paid into a pension arrangement for Mr C then it should be paid to him- net of income tax at his marginal rate. If no loss has arisen then no redress is due.

I further direct Prudential should pay interest at 8% simple on any amount- from the date Prudential are notified of the acceptance of this decision, to the date of settlement. This is to address the ongoing delays I've identified in this complaint.

I also agree with the adjudicator, that Prudential should pay Mr C a further £500 to represent the trouble and upset this matter will have caused him.

### **my final decision**

I uphold Mr C's complaint about the Prudential Assurance Company Limited. Prudential must:

- Complete the loss calculation exercise agreed previously and set out above.
- Pay any loss due to Mr C as set out.
- Pay interest on any figure as set out.
- Pay Mr C £500 to reflect the trouble and upset he will have suffered.

Under our rules, I'm required to ask Mr C to accept or reject my decision before 30 January 2017.

Louise Wilson  
ombudsman