

complaint

Mr W complains that The Prudential Assurance Company Limited (Prudential) didn't provide the information he'd requested in relation to his potential retirement benefits. He wanted the information before his birthday so that he could decide what to do but he says he still hasn't received what he requested. He also wants further compensation for the inconvenience and distress he's been caused by what he says are Prudential's errors and the amount of time he's spent bringing his complaint.

background

On 4 January 2019 Mr W wrote to Prudential requesting illustrations for his pension plan including a number of different options on his 74th and 75th birthdays. He also asked for an analysis on whether he should combine his pension plan with others he held with different providers.

Prudential sent Mr W a number of illustrations on 14 January 2019, but Mr W wasn't happy with the information and complained. He raised the following points:

- Prudential's response didn't answer the questions he'd raised in his request.
- Prudential's response was 41 pages in length but the pages weren't numbered. He wanted the information resent with the pages numbered.
- He'd asked for some 'firm' quotes on specific dates but had only received projections instead.
- Prudential hadn't responded to voicemails he'd left asking to discuss the situation.
- He'd been told he needed a financial adviser to transfer his benefits elsewhere but he thought this wasn't a legal requirement.

Prudential accepted it had provided Mr W with a poor level of service regarding the information it sent him and also not setting up his complaint on the correct date. It paid Mr W £150 as compensation for his poor customer experience.

Mr W then wrote back to Prudential with a request for the correct information he'd asked for in his letter of 4 January 2019. He also raised two new questions. Prudential responded with specific answers to the questions Mr W had raised but continued to look into his complaint.

In March 2019 – in response to the complaint – Prudential provided a valuation of Mr W's plan and a "*pension guarantee risk warning*" about the Guaranteed Annuity Rate (GAR) attached to his pension. But Mr W wasn't happy with this response and he brought his complaint to us. In his submission he confirmed what his complaint points were in summary.

- Prudential had provided more illustrations than he'd requested and because there was a lack of explanation about them he was unable to have a reasonable conversation on the telephone when he wanted to clarify things.
- When he requested the information was resent, it arrived with the pages numbered but with no further clarity of things.
- The complaint manager Mr W had previously been dealing with didn't monitor what was sent to him. And the manager didn't respond to voicemails and emails that Mr W had left him.
- Because he hadn't received the various annuity options he'd requested he'd had to delay taking pension benefits past his recent birthday. He wanted compensation for this delay.

One of our investigators looked into the complaint. She said she didn't think it should be upheld as she felt that Prudential's offer of £150 was fair and reasonable for the poor service it had provided. She said Prudential had answered Mr W's questions and had provided the information he required. She noted that Prudential couldn't address some of the points raised because they involved giving advice – and Prudential had recommended that Mr W took financial advice over these matters because it wasn't able to do so.

Mr W didn't agree. He said another provider had managed to give him the specific information he requested about its pension and he felt that Prudential's information remained unclear. He also said he'd accepted the compensation offered on the basis that future correspondence would be monitored by the complaint manager before it was sent to him – to ensure it answered his questions. But this hadn't happened. He also felt he'd been denied the opportunity to draw benefits before his recent birthday because he didn't have the information he needed to compare the benefits at different retirement ages.

As no resolution has been found the complaint has been passed to me for a final 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. And having done so I find I'm in agreement with the investigator and for broadly the same reasons.

Mr W made a specific request for information to Prudential in January 2019. He wanted to know what annuity he could expect at two different ages with extra options covering some guarantees and index linking. In total he requested eight different illustrations. In addition he asked a number of questions about transferring pensions with other providers to Prudential

I've looked at a copy of the response Prudential sent Mr W on 14 January 2019 very carefully. And I do share Mr W's frustration about the format of the letter. Whilst I'm of the opinion that it provided a comprehensive range of options on what Mr W could expect from his plan, I don't consider it was clear – based on the copy I've seen – which options related to each illustration. So I can understand why Mr W sought more clarity and also why he felt it would have been difficult to discuss the illustrations on the telephone.

But that doesn't mean Prudential did anything wrong here. It was obliged – however Mr W worded his request – to provide illustrations using the format set by the industry regulator and to include all the information prescribed by the regulator.

I know Mr W would have preferred the information to be more concise and easier to understand but Prudential had to provide him with information around most of his options as well as signposting that further quotes could be obtained on request and that Mr W ought to consider taking financial advice. It was for Mr W to consider all of the information and to decide what he should do based on that information.

That said, even if its first response was not as clear as could be expected, in its letter dated 24 January 2019 Prudential answered Mr W's further questions. It provided the GAR for ages 74 and 75 on five different bases to cover most of the likely options. It also explained that it could receive a transfer of Mr W's other pension benefits. But it said that, whether

Mr W should transfer other benefits to Prudential would need to be considered by a financial adviser as this and the other questions he had posed required financial advice –and Prudential wasn't authorised to give Mr W financial advice.

So I think that by 24 January 2019 Prudential had provided Mr W with the information he requested, albeit not in the form he would have liked, and had explained why it couldn't provide the analysis of Mr W's other pensions to establish what the most advantageous way forward was for him.

Mr W has stated that he still hasn't had the information he requested and I'm assuming he's referring to the additional questions he asked about combining his pensions. Because in his request Mr W suggested that *"I understand that on 1 March 2018, the Financial Conduct Authority made it a mandatory requirement incumbent for all providers, i.e. in this case Prudential, to inform their clients, i.e. in this case me, how much they could gain from shopping around to other competitor providers and, where appropriate to switch provider before they purchase an annuity"*.

But I think this was the regulator confirming that providers needed to *make customers aware* of the option of buying an annuity elsewhere instead of staying with their own provider. So I don't think this suggests any obligation on Prudential to carry out an analysis of Mr W's various pensions to see whether he might be better off taking an open market option. Prudential explained this to Mr W in its letter and has signposted where Mr W might be able to get the guidance and advice he needs to do this. I know Mr W says he doesn't require financial advice and I can understand why he said that – but equally Prudential isn't under any obligation to carry out those calculations and comparisons.

Mr W has also said that the delay in providing the information he asked for prevented him being able to decide if he should take the pension benefits before his birthday. I understand this must have been frustrating for Mr W. But I do think that the information Prudential provided was sufficient for Mr W to have been able to make that decision. In reaching this view I've borne in mind he wanted the comparison information to include his other plans to be able to be sure about what to do. As I explained above Prudential wasn't going to be able to provide that information for him.

However, it is clear that Prudential has made some errors in communicating with Mr W. I don't think it dealt with Mr W's specific requests in the most appropriate manner by continuing to send generic responses when a more individual, bespoke response was required. And clearly the complaint manager didn't deal with Mr W's complaint fully and failed to respond to his voicemails and emails, and Mr W's complaint wasn't set up when he initially made it. So I think Mr W has suffered a degree of distress and inconvenience over this matter.

But Prudential has acknowledged its errors and paid Mr W £150 for any distress and inconvenience caused. I think, looking at the errors, and based on the circumstances of the case that the offer is fair and reasonable. And it's broadly in line with what I would have awarded in the same situation if Prudential hadn't addressed the matter.

my final decision

Prudential has offered £150 in order to resolve Mr W's complaint and I think that's fair and reasonable in all the circumstances.

So my decision is that Prudential should pay Mr W £150 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 August 2019.

Keith Lawrence
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