

complaint

Mrs F complains that The Prudential Assurance Company Limited breached her confidentiality.

background

Mrs F was notified that a policy she held was due to mature and she was asked which account she wished the funds to be paid into. She gave Prudential details of a new private account, but she received a letter informing her the money would be paid into the joint account she held with her husband. She contacted Prudential to explain she did not want the money paid into the joint account. She was asked for proof of identity which she sent without delay and then had another letter from Prudential to say the cheque would be paid into the joint account. She called the business again and was told the cheque would be stopped. A few days later her bank sent a letter addressed to her and her husband which confirmed the receipt of the money. This letter was opened by her husband and she has explained that this caused significant distress.

The money was reclaimed by Prudential and I understand it was paid into the right account, but by that time her husband was aware that she had received the payment. Mrs F complained to Prudential, not only about the breach of confidentiality, but its processes and its computerised phone system, which she says was not helpful in allowing her to talk to someone who could help resolve her problem. Prudential recognised its error and it awarded Mrs F £350 for distress and inconvenience. She accepted the payment but wanted a further review of her complaint.

Our adjudicator assessed the complaint and believed that the offer made was fair and reasonable. She further said that, the fact that Mrs F did not suffer a serious financial detriment meant that she was not in a position to suggest Prudential should make a substantive award for distress and inconvenience. Our adjudicator also said that she was unable to comment on Prudential's processes or ask it to change the way it does business as this service is not a regulator.

Mrs F did not agree and set out in more detail the distress she had encountered.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Firstly I should make it clear that the role of the Financial Ombudsman Service is to resolve individual complaints and to award redress where appropriate. I do not perform the role of the industry regulator and I do not have the power to make rules for financial businesses or to punish them.

It is clear that Prudential made a mistake in sending the money to the joint account and it has recognised its error and paid Mrs F £350. It should not have sent the cheque to the joint account, but I understand this was the default setting as the premiums were paid from this account. Somehow, despite Mrs F's best efforts the system ignored her instructions to pay the money to a different account.

As I have pointed out I am not a regulator and I cannot require the business to alter its systems. This leaves the issue of compensation. I can understand Mrs F's frustration that

the business did not listen to her requests and I sympathise with the distress it has caused her. At the same time I do not think the business was fully aware of the sensitivity of the issue. In many cases the payment into a joint account would be of little or no consequence. Obviously this is not the case here.

Calculating awards of compensation for distress and inconvenience is not a scientific exercise, and it is not our role to punish the bank. I accept that Mrs F has been caused distress and inconvenience and that she has spent time pursuing the matter. However, in all the circumstances, and bearing in mind the general levels of awards this service makes in this area, I consider that £350 is fair and reasonable

my final decision

My final decision is that I do not uphold this complaint, in the sense that I make no order or award.

Ivor Graham
ombudsman