

## **complaint**

Mrs M complains that The Prudential Assurance Company Limited (Prudential) wasn't clear about what identification she needed to provide when surrendering her investment bond.

## **background**

Mrs M telephoned Prudential on 4 October 2016 and asked it what documents she needed to send to it to surrender her investment. An employee told her she needed to provide a completed withdrawal form, proof of name change and two forms of identification - one of these being proof of address. Confirmation of what Mrs M needed to provide was sent to her in writing the same day.

There was a delay in Mrs M providing Prudential with acceptable proof of address as the first two bank statements she sent to it weren't considered to be acceptable. By the time Mrs M sent an acceptable bank statement to Prudential, the value of her investment had fallen.

Mrs M complained to Prudential as she felt it hadn't made it clear what would be acceptable proof of address, and it took too long to tell her the statements she sent to it weren't acceptable. As such, she felt it was responsible for some of the reduction in the value of her investment. Prudential didn't agree, so Mrs M referred her complaint to us.

The investigator upheld Mrs M's complaint in part. In summary, he felt Prudential could have been clearer about what was needed in its letter dated 4 October 2016. And had it been, Mrs M would have provided an acceptable bank statement from the outset. Because of this, he felt Prudential should pay her the difference in the value it paid and the value of the investment at the point in time it would have had everything it needed, if more. He also felt Prudential could have told Mrs M the first statement wasn't acceptable sooner than it did.

Prudential disagreed with the investigator. As agreement hadn't been reached, the matter was been referred to me for a decision.

### *my provisional decision*

I wasn't minded to uphold the complaint and I issued a provisional decision, to give both parties the opportunity to submit anything further, which may change my mind. In my provisional decision I said the following.

#### *were the requirements made clear to Mrs M?*

I acknowledged the first statement Mrs M sent to Prudential was an online bank statement that had been printed out in a branch. Prudential rejected this on the basis that it hadn't been posted to her. The second statement sent to Prudential was rejected on the basis that it was more than six months old.

I'd thought carefully about whether Prudential had given Mrs M enough information for her to have reasonably known the statements she sent to it wouldn't be acceptable.

I'd listened to the telephone call that took place on 4 October 2016. Prudential's employee told Mrs M that the proof of address needed to be either:

*"a utility bill or bank statement that has been posted to you within the last six months".*

Mrs M explained that she wouldn't have a utility bill as she was still a resident in another country and the employee said:

*"If you have a UK bank account you can contact them and they can send a statement to you in the post and when you receive this you can send that in".*

Based on what was discussed, I thought it was made clear to Mrs M that the proof of address needed to have been *posted* to her and *within the last six months*.

I'd also carefully read the letter that was sent to Mrs M the same day. Under the heading '*Evidence of full name and current home address*' it said:

*"A clear copy of a current\* utility bill or evidence that shows current address (bank statement, solicitors letter, council tax bill, mortgage statement).*

*To satisfy our regulators, we cannot accept online utility bills/ bank statements.*

*\*Definition of current, would be within the last six months."*

I acknowledged that whilst this didn't specifically say the proof of address needed to be posted, it did make it clear that online bank statements wouldn't be acceptable and it couldn't be older than six months.

Taking everything into account, I thought the information Prudential gave to Mrs M was enough for her to have reasonably known that the first two statements she sent to it wouldn't be acceptable. And she could have sought further clarification if it wasn't clear to her what was needed. Because of this, I couldn't hold Prudential responsible for Mrs M sending it unacceptable bank statements.

*did Prudential cause any unnecessary delay?*

Prudential said in its letter dated 4 October 2016 that:

*"As soon as we receive your identification documents ... we'll verify these."*

Based on this, I thought a reasonable assumption was that verification would be completed quickly.

Prudential's letter also said:

*"You may want to send these together with your withdrawal form to avoid any delays."*

I acknowledged that Mrs M sent her first statement to Prudential on 6 October 2016 and it returned the statement, along with other documents, on 11 October 2016. But it didn't tell Mrs M the bank statement wasn't acceptable until 21 October 2016. So, it took Prudential 8 working days to complete verification and tell Mrs M there was a problem.

I'd also taken into account that Prudential didn't receive Mrs M's withdrawal form until 13 October 2016. I acknowledged that Prudential had suggested in its letter that documents should be sent together to avoid delays and I didn't think it was unreasonable for Prudential to have waited until it had everything it needed before starting its verification. It took

Prudential five working days after it had everything it needed to tell Mrs M there was a problem with the statement. I didn't think that was an unreasonable amount of time in the circumstances.

Mrs M sent Prudential a second statement on 21 October 2016 and Prudential scanned this onto its system on 28 October 2016. It let her know this wasn't acceptable on 3 November 2016. This was four working days later. I also didn't think that was an unreasonable amount of time.

Prudential received an acceptable bank statement from Mrs M on 4 November 2016 and it calculated the surrender value of the investment on that date.

Whilst I accepted Prudential could have been quicker than it was, on the whole, I didn't think it took an unreasonable amount of time to verify the documents Mrs M sent to it and let her know they weren't acceptable.

I acknowledged Mrs M would be disappointed with my decision, but I didn't think Prudential had acted unreasonably whilst handling the surrender of her investment. So, I wasn't minded to ask it to make an award.

#### *responses to my provisional decision*

Prudential agreed and didn't submit anything further.

Mrs M disagreed. In summary, she said:

- She was moving from another country and she wasn't familiar with how things worked in the United Kingdom. Her personal circumstances were also difficult at the time.
- She asked her bank how to get a printed statement and she was directed to a self-printing machine.
- She was only able to send an acceptable statement upon receiving additional luggage from the country she was moving from.

#### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I know this matter is very important to Mrs M, but my decision remains unchanged. Let me explain why.

#### *were the requirements made clear to Mrs M?*

I realise Mrs M was going through a difficult and stressful time. Whilst I'm sympathetic, this doesn't change my view that Prudential gave her enough information to have reasonably known that the first two statements she sent to it wouldn't be acceptable.

In particular, the employee Mrs M spoke to on 4 December 2016 made it clear that the proof of address needed to be posted to her and within the last six months and neither of the first two statements she sent to it met this criteria.

I've also taken into account the employee helped Mrs M find a solution to her not having proof of address by suggesting she asks her bank to send a statement to her in the post.

*did Prudential cause any unnecessary delay?*

I've taken into account Mrs M's additional comments. But for the reasons I've explained in my provisional decision, I still don't think it took an unreasonable amount of time to verify the documents she sent to it and let her know they weren't acceptable.

*summary*

I know Mrs M and will be disappointed with my decision, but I don't think Prudential has acted unreasonably whilst handling the surrender of her investment so I don't think it would be fair or right to hold it responsible for the reduction in the value of her investment.

### **my final decision**

It's my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 30 October 2017.

Michelle Griffiths  
**ombudsman**