

complaint

Mrs H complains that The Prudential Assurance Company Limited gave her wrong information about her life cover policy. She says she understood her son could be named as the beneficiary of the policy instead of her husband. Mrs H says the incorrect information has cost her £500 and caused her a lot of trouble.

background

Prudential didn't uphold the complaint. It said it had explained in 2008 that the beneficiary of the policy could only be changed by a legal deed. The other option was stopping the policy and starting a new one.

Mrs H then came to our service. Our adjudicator considered the complaint but didn't think it should be upheld. She felt Prudential had explained what was needed to change the beneficiary. Mrs H didn't agree, and said Prudential should refund the money she'd paid and make an apology. She asked that an ombudsman consider her complaint.

I understand the policy term ended in late 2014, so the life cover is no longer in place.

my findings

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I've found that I can't uphold the complaint. I appreciate this isn't the outcome Mrs H wants.

I've read everything in the complaint file. I can see Mrs H has gone through some worry with the policy. I do appreciate why she's made this complaint.

But, to uphold a complaint I usually need to find that a business has done something that is clearly wrong. In this case I haven't found this.

Prudential says it wrote to Mrs H in 2008, explaining that she would need a legal deed to change the policy beneficiary to her son. It has provided a copy of the letter it says it sent. Mrs H says she didn't see this letter. If I were to uphold this part of the complaint I would need to find it is 'more likely than not' that this letter wasn't sent. However, I haven't found this. Prudential says this letter was posted, and I haven't seen anything that persuades me otherwise.

The way the policy was set up meant that, to change the beneficiary, the beneficiary would need to give permission and a legal deed would have to be drawn up. That isn't wrong in itself. If Mrs H had got permission and also arranged a legal deed, then she could have made her son the beneficiary.

I do understand that Mrs H is concerned about the possible implications of this type of arrangement if the relationship between the 'life assured' (in this case Mrs H) and the beneficiary breaks down. But, it would be a very serious criminal matter if a beneficiary engaged in 'foul play' to try to benefit from a policy.

I appreciate Mrs H only recently became aware that the policy had an end date of 2014. It seems the policy had a 20 year term. This should have been explained to Mrs H's husband when he took out the policy. I can see this information would have been helpful to Mrs H.

But, I can't make a clear finding that Prudential didn't tell Mrs H this when it should have done.

Finally, if Mrs H is concerned about what cover should be in place if she passes away, then she should consider getting independent advice about the options available to her.

my final decision

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

Kirsten Smart
ombudsman