

complaint

Mr N has complained that The Prudential Assurance Company Limited (“Prudential”) failed to deal with his request for information on policies held by his late father-in-law in a timely manner. Specifically, he did not receive valuations for these policies for more than four months and feels that, in the circumstances, this delay has caused him considerable stress and effort to obtain information necessary to settle the estate.

background

Mr N’s complaint was investigated by one of our adjudicators, who concluded that it should be upheld because he felt that Mr N made a straightforward request for policy information in a letter dated July 2011, and Prudential failed to respond to it in a timely manner. Mr N needed to contact a senior member of Prudential to receive a full response to his enquiries more than four months later.

Given this matter related to the settlement of a deceased persons’ estate, Prudential should have handled Mr N’s correspondence and requests for information with due skill and care. Furthermore, Mr N had provided it his direct contact details – email and mobile phone numbers – to assist in responding to his request promptly.

In response, Prudential disagreed with the adjudicator’s assessment and said that Mr N’s complaint chiefly concerned his dealings with another product provider, and not with Prudential which, in any event, had responded to him promptly on the policy for which it could provide the information Mr N requested.

Furthermore, Mr N had been in correspondence with the other product provider throughout the whole period of his enquiry and Prudential never assessed his complaint, let alone issued him a final response letter. While Mr N did contact a senior member of Prudential to facilitate a resolution of his complaint, the final response letter he received came from the other product provider and the complaint Mr N has forwarded to this service should have been made against this provider, and not against Prudential.

As no agreement has been reached in this complaint, it has been referred to me for review.

findings

I have considered all the available evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I find that I agree with the conclusions reached by the adjudicator, and for similar reasons.

It is evident that, when Mr N endeavoured to obtain details of policies held by his late father-in-law, he wrote to Prudential Unit Trust Ltd in July 2011 at an address of the other policy provider. The policy numbers he quoted had originally been effected through Prudential, although it transpired that these policies had since either matured and/or had been reinvested in another product now administered by the other policy provider.

It is apparent that Mr N imagined that he had been dealing with Prudential throughout on this matter, even though the final response he received which provided the outstanding information on most of the policies, and which resolved his complaint, came from the other policy provider.

Having reviewed this file, it appears that Mr N's complaint should principally be made against the other policy provider, and not against Prudential. While he appears to believe that Prudential took full responsibility for the activities of this other provider, they are, in fact, two separate companies.

Notwithstanding that Mr N did have had some genuine issues with Prudential, I am inclined to believe that some confusion has arisen throughout his dealings with both businesses which has led Mr N to believe that his complaint should be made exclusively against Prudential. It is evident that Mr N addressed his initial letter of enquiry to Prudential at the address of the other policy provider. However, all responses he received (and most telephone contact) came from the other policy provider, and not from Prudential.

I have considered whether Mr N's dealings direct with Prudential had resulted in any confusion over the business he was, or should have been, dealing with on this matter to decide whether he had suffered any degree of distress and inconvenience that can be attributed to Prudential.

I am inclined to conclude that there were three occasions in correspondence with Mr N on which Prudential could have clarified its position in this complaint, and its relationship with the other product provider, that could have avoided the prolonged correspondence that took place before this matter was resolved.

First, Mr N's letter dated July 2011 was referred to Prudential, which responded to him in September 2011 over one of the four policies he quoted to confirm that this policy had matured in May 1994 and that the proceeds had been reinvested in a unit trust administered by the other policy provider. Given it was evident that Mr N believed at that time that Prudential and the other product provider were part of the same group of companies, it would have been preferable if, in its response, Prudential had explained its relationship with the product provider which now administered these policies.

Furthermore, its comment that *"your other enquiry will be dealt with by separate correspondence"* is ambiguous in that it is not clear which company would be providing any further response.

In the event, neither company wrote again to Mr N until November 2011.

It is evident that Mr N received a final response letter from the other product provider in November 2011, which offered redress for the delay in providing all information necessary for him to settle the estate of his late father-in-law.

However, this was not before Mr N had emailed his complaint in late October 2011 to this provider in which he continued to place the responsibility for the delays in providing policy information with Prudential.

Accordingly, the other product provider faxed a copy of his complaint to Prudential the following day which, in my view, should have been acknowledged by Prudential even if it believed that the complaint should not have been made against it (in accordance with DISP complaint referral rules) or that the complaint had little merit.

Mr N could also see that any offer of redress made by the other product provider appears to have required approval from Prudential. As he also contacted a senior manager at Prudential, who facilitated the resolution of this complaint by the other product provider, I am

not altogether surprised that Mr N held Prudential ultimately responsible for the delay in providing policy information and was expecting it to resolve his complaint.

As it was, it was the other product provider which addressed and resolved Mr N's complaint in its final response letter in November 2011 and, therefore, if Mr N does not believe that the redress it offered was sufficient, he should have named the other product provider as the business responsible for his complaint on his application to this service.

Nevertheless, rightly or wrongly, Mr N quoted Prudential on his complaint form to this service and the adjudicator requested Prudential to issue him a final response letter setting out its position and the reasons for believing that his complaint should be made against the other provider. In the event, Prudential responded to the adjudicator again, and not to Mr N, setting out its reasons for believing that it had no cases to answer in this complaint.

On balance, my view is that, if Prudential had explained to Mr N the nature of its relationship with the other product provider, and that it was this provider which was responsible for resolving his complaint, on any one of the three occasions it had the opportunity to do so, this may have caused much less frustration for Mr N and would not have required him to engage in protracted correspondence to resolve this matter.

In the circumstances, while I agree that the other product provider rightly resolved his complaint over the issues for which it was responsible, Mr N nevertheless did complain about Prudential to Prudential, and the issues he raised should have been addressed by Prudential regardless of the merits of the complaint.

Therefore, I am inclined to believe that Mr N should receive redress from Prudential for some of the unnecessary time spent by him to resolve this matter, and the figure of £75 suggested by the adjudicator seems fair and reasonable in the circumstances.

decision

My final decision is that I uphold Mr N's complaint.

I require The Prudential Assurance Company Limited to pay him the sum of £75 for the distress and inconvenience this matter has caused him.

Kim Davenport
ombudsman