

## **complaint**

Mr G and Mrs H complain about poor customer service from The Prudential Assurance Company Limited, when they changed their names on their mortgage endowment policy.

## **background**

Mr G and Mrs H wanted to change their names on their policy from the shortened versions to the longer versions. The longer versions appeared on all their official documentation. It took some months before the changes were made and the policy proceeds paid out.

Unhappy with this, Mr G and Mrs H complained to the business. The business upheld their complaint and offered a payment of £200 for any distress or inconvenience caused to them.

Following this, Mr G and Mrs H brought their complaint to our service. They also said they had experienced financial detriment because the pay-out of their policy was delayed.

An adjudicator considered the case. He asked the business to increase its offer of compensation for any distress or inconvenience caused to Mr G and Mrs H to £300. He also asked the business to add interest at 8% simple per annum from the date it received Mr G and Mrs H's documentation in October 2012 to the date it paid out the proceeds in December 2012. The adjudicator said the business had agreed to both these requests, which he believed was a fair outcome in the circumstances of the complaint.

Mr G and Mrs H did not agree with the adjudicator's opinion so they asked for a decision from an ombudsman.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I agree with the adjudicator's conclusions and for broadly similar reasons.

I want to say at the outset that I recognise why Mr G and Mrs H are frustrated with the business and I appreciate why they have made a complaint. The process of changing their names was time consuming and appears to have taken longer than it should have done – especially after Mr G and Mrs H had provided the necessary documents. The business accepts that its service in this respect was not good enough.

I am not persuaded however that the business was "vicious and nasty", as Mr G and Mrs H suggest. Having read the correspondence on the file, it seems to me that a problem was that Mr G and Mrs H's request was treated by the business as a request to change their names from their 'old' names to 'new' names. In fact, it could be seen that they were trying to do the opposite. Later on, the business sent duplicate requests for information. Whilst I can see this would have been frustrating, it seems these were process problems rather than a deliberate attempt by the business to cause problems for Mr G and Mrs H.

In the circumstances I agree that the business should make a payment for any distress or inconvenience caused to Mr G and Mrs H. Any award our service makes in respect of distress or inconvenience tends to be quite modest. I agree with the adjudicator that £300 is appropriate here.

In respect of the delays in cashing in the policy, I agree with the adjudicator's suggested compensation. I can see that Mr G and Mrs H had been trying to change their names for some time, and I believe them when they say that the underlying reason for this was to enable the policy proceeds to be released to them.

Having reviewed the file, I am satisfied that the business told Mr G and Mrs H at a relatively early stage that they would need to provide translation certificates for their documentation. I understand such translation certificates were not provided until October 2012. I agree that the business should pay interest at 8% simple per annum from the date it received Mr G and Mrs H's documentation in October 2012 to the date it paid out the proceeds in December 2012.

I do not think it would be reasonable for me to ask the business to pay interest in the period before it received all the information from Mr G and Mrs H that it said it needed. I should also say that it is not for me to comment on what documentation is appropriate to evidence a name change. That is a decision for the business to make, based on how it considers it can fulfil its obligations in respect of the anti-money laundering rules and any other requirements.

I also do not think it would be fair to ask the business to pay the costs Mr G and Mrs H say they incurred as a result of the late payment of their policy proceeds. I agree with the adjudicator that generally if a business makes an error it is only liable for reasonably foreseeable losses. I also agree that it is not possible to say with any certainty how much Mr G and Mrs H would have invested and what the return might have been. I would add that, in any case, I do not think I could consider any losses that occurred before Mr G and Mrs H provided all the necessary documentation in October 2012.

### **my final decision**

For the reasons given above, I uphold this complaint in part. I direct The Prudential Assurance Company Limited to pay Mr G and Mrs H an additional £100 for any distress or inconvenience caused to them by the process errors it made when they were changing their names.

The business should also pay interest at 8% simple per annum from the date it received Mr G and Mrs H's documentation in October 2012 to the date it paid out the proceeds in December 2012.

Payment should be made within 28 days of the date of this decision.

I have not found that any further compensation is due to Mr G and Mrs H.

Kirsten Smart  
**ombudsman**