

### **summary of complaint**

Mr C believes that The Prudential Assurance Company Limited ("Prudential") should enhance his annuity to reflect his medical conditions.

### **background to complaint**

One of our adjudicators investigated this complaint. He wrote to Mr C concluding that the complaint should not be upheld. In summary, he said that once an annuity has commenced it cannot typically be reversed unless the provider has been at fault. The adjudicator established that in this case, Prudential made it clear to Mr C that health conditions may enhance the annuity available. He also stated that Prudential had no obligation to request medical information for Mr C but would have investigated had this been supplied.

Mr C did not agree with the adjudicator's findings and has since written further information and arguments in support of his complaint. In summary, he highlighted that he suffers from medical conditions mentioned in documentation supplied by Prudential, that he was not offered a medical questionnaire to complete and that Prudential did not contact his GP. He also added that he was attempting to obtain his '*own money*'.

Prudential did not add anything further.

### **my findings**

I have considered all the evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint, and have come to the same conclusions as the adjudicator for the same reasons.

As the adjudicator has previously stated, Prudential had no obligation to request medical information for Mr C. The onus was on Mr C to inform Prudential that he wished to apply for an enhanced annuity. Had he done so, Prudential would have supplied a medical questionnaire to be completed and contacted his GP if required.

Prudential did however, have an obligation to provide Mr C with sufficient information to make an informed decision.

I agree with the adjudicator that Prudential did so and correspondence sent to Mr C indicated that if he wished to apply for an enhanced annuity or had reason to believe he was eligible, then to contact them. I sympathise that Mr C may have been eligible to receive an enhanced annuity had he contacted Prudential. However, I cannot say that Prudential has acted inappropriately.

I note Mr C's application was completed by someone else on his behalf. Whilst I appreciate they would not have been expected to give him financial advice, it is not unreasonable that they would have read the documents sent by Prudential and then discussed them as the application for the annuity was being completed.

On a final note, I would like to add that Mr C's money purchased an annuity that he applied for and accepted. Mr C is therefore receiving the amount that he agreed with Prudential.

**my decision**

I do not uphold Mr C's complaint against Prudential and I make no award.

Adrian Hudson  
Ombudsman