

complaint

Mrs Y complains that The Prudential Assurance Company Limited (Prudential) did not record her date of birth correctly on its system. She considers that this has caused her to suffer a financial loss.

Mrs Y is being represented in making her complaint.

background

Our adjudicator wrote to Mr Y in July 2012 concluding that the offer of £50 previously made by Prudential was fair and reasonable. He made the following comments:

- The error made by the business in recording an incorrect date of birth did not mean that Prudential should backdate benefits to 2006 (Mrs Y's 65th birthday). This was because Prudential had written to Mrs Y's home address on three occasions in 2006 inviting her to take benefits at the correct time.
- Annual statements had also been sent to Mrs Y throughout the term of the policy. These would have made her aware of the pension policy's existence.

Mrs Y's representative did not agree. He made the following comments in a telephone conversation with the adjudicator:

- The only correspondence Mrs Y had received in respect of the policy was from Scottish Amicable at the time it was taken out; and
- Apart from the above, Mrs Y had not received any other correspondence from Prudential prior to her contacting it in 2011 to find out about the policy.

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 have come to the same conclusions as the adjudicator, and for the same reasons.

Although it is not in dispute that Prudential had recorded an incorrect date of birth for Mrs Y on its system, I am not persuaded, on the evidence presented, that this caused the losses that Mrs Y has claimed. This is because, as explained by the adjudicator, despite having an incorrect date of birth recorded, the selected retirement date for the pension remained as at Mrs Y's 65th birthday in 2006. And the evidence suggests that Prudential wrote to Mrs Y about the matter at that time.

Clearly, I cannot know whether Mrs Y received those letters in 2006. I realise that Mrs Y's representative has said that they were not received, and neither were any annual statements. However Prudential has provided evidence to show that it wrote to Mrs Y at her current address three times in 2006. It has also confirmed that annual statements have been sent to Mrs Y at that same address each year.

Where the evidence available is unclear, inconsistent or contradictory, I am bound to make a decision on the balance of probabilities; that is, what I consider was most likely to have happened in the circumstances. Obviously it is sometimes the case that letters are lost in the

post. However, that is not the fault of the firm, and in my view it seems more likely than not that where a letter is sent correctly on three separate occasions at least one of them would have been received. The addresses stated on the three letters from 2006 were the same as that used for the policy documents which I understand Mrs Y safely received in 1996. I am also not aware of any wider issue with Prudential's issuing of statements to its policyholders.

Overall therefore, I am not persuaded that the incorrect recording of Mrs Y's date of birth caused her to miss taking her pension benefits at age 65, as the letters sent in 2006 explained that Mrs Y could consider taking the benefits from her policy at that time.

Prudential has offered a sum of £50 in respect of the inconvenience caused by its error with the date of birth. Like the adjudicator, I am satisfied that this is a fair and reasonable settlement for the distress and inconvenience caused.

my final decision

My final decision is that I do not uphold this complaint.

I simply leave it for Mrs Y to decide if she wishes to accept the £50 offered by Prudential.

David Ashley
Ombudsman