

## Ombudsman's Determination

Applicant	Mr N
Scheme	Prudential Personal Pension Policy ( <b>the Policy</b> )
Respondent	Prudential

## Outcome

1. I do not uphold Mr N's complaint and no further action is required by Prudential.
2. My reasons for reaching this decision are explained in more detail below.

## Complaint summary

3. Mr N argues that he is entitled to benefits from the Policy, despite Prudential informing him that he was incorrectly receiving statements intended for a policyholder who has the same name. Due to the erroneously issued statements from Prudential, Mr N believed that he was entitled to retirement benefits from the Policy of around £103,000.

## Background information, including submissions from the parties

4. On 9 May 2001, Prudential issued an illustration of retirement benefits to Mr N's address, quoting a projected fund value of £6,970.00 or £12,700 depending on the level of growth.
5. Prudential sent a benefit statement to Mr N's address for the period 19 February 2002 to 3 February 2003 that quoted a transfer value of £27,905.10.
6. On 18 April 2018, a benefit statement from Prudential covering the period 21 March 2017 to 16 April 2018 quoted a transfer value of £103,457.73.
7. In August 2018, Mr N's financial adviser issued a request to Prudential for policy information and attached a copy of his letter of authority.
8. Prudential said that the letter of authority could not be accepted, as the date of birth of the policyholder did not match its records.

9. The financial adviser resubmitted its request for information with a certified copy of Mr N's passport and said that his date of birth previously quoted was correct, but that Prudential's records were wrong.
10. On 11 October 2018, Prudential issued a letter to the financial adviser saying that Mr N did not hold a pension policy with it and that Mr N had already been told this.
11. On 2 November 2018, Mr N raised a complaint with Prudential. A summary of Mr N's complaint is set out below:-

- Mr N had for years been receiving correspondence from Prudential, the latest of which indicated a transfer value of £103,457.73.
- Mr N had been relying on these funds as part of his retirement plans, which caused him to seek a financial adviser's assistance, but they have experienced hurdles in dealing with Prudential.
- Mr N's date of birth did not match Prudential's records, despite his attempts to correct the issue. Mr N and his financial adviser responded by forwarding identification documents, including a certified copy of Mr N's birth certificate.
- Mr N then received confirmation that Prudential had changed the address it held for him 'as requested', but neither Mr N nor his adviser had made such a request.
- Prudential continued to write to the same address it had always written to him at anyway.
- Despite numerous attempts by Mr N and his financial adviser, neither have been able to obtain information on the issue as Prudential has said Mr N does not hold a policy with it.
- The delay in rectifying the matter has caused him distress and inconvenience.

12. Prudential's response letter dated 12 November 2018 concluded that:-

- Statements were issued to Mr N's address, but the policyholder is an individual with a similar name to his, who previously resided at Mr N's address, which caused the errors.
- However, Prudential's records show that the actual policyholder has a different date of birth and National Insurance number, and there is evidence that this individual has made contributions to the Policy, whereas Mr N has not.
- Prudential is satisfied that this individual is the actual policyholder and so a payment in respect of loss of expectation to Mr N would not be appropriate.
- Mr N's complaint about the incorrectly issued correspondence was upheld and Prudential awarded £150 in recognition of this error.

13. In his complaint to us, Mr N expressed dissatisfaction with Prudential's inability to find his records. He said that he had checked his details with Prudential in 2015, but found that his date of birth did not match its records. Since then, he has experienced difficulties in transferring the benefits, even with the assistance of a financial adviser for which he has incurred charges. For these reasons, Mr N viewed Prudential's offer of £150 as inadequate.
14. Prudential's formal response to Mr N's complaint said that:-
- Mr N has not paid any contributions into the policy that he is complaining about and it is unclear why he would expect benefits, when he has not initiated any business with Prudential.
  - Mr N has not received a policy document confirming him as owner of the policy and annual statements are not proof of ownership.
  - Address details were provided in an email by Mr N in 2017, which also quoted a date of birth and National Insurance number that did not match its records, but the details were not checked before the records were amended to reflect Mr N's address.
  - Prudential incorrectly changed the address of the policyholder to Mr N's, due to the policyholder having the same name and because he lived at the same address as Mr N years previously, which caused confusion.
  - Mr N received correspondence in 2001, but Prudential had corrected the address details in 2003, so Mr N was not sent any further communications, until he made contact with it in 2017. Therefore, Prudential does not consider it reasonable that Mr N believed the Policy formed part of his retirement planning over the intervening years.
  - Prudential has no evidence that Mr N made contact in 2015 about the discrepancy in the date of birth quoted in benefit statements.

### **Adjudicator's findings**

15. Mr N's complaint was considered by one of our Adjudicators who concluded that no further action was required by Prudential. The Adjudicator's findings are summarised below:-
- The evidence shows that the date of birth noted in the benefit statements is different from Mr N's. On that basis, Mr N could reasonably have been expected to query whether or not the correspondence was meant for him at an earlier stage in 2001 or 2003.
  - This would have given Prudential the opportunity to put things right sooner, then later correspondence would likely not have been incorrectly sent to Mr N.

- The erroneous statements that Mr N received were issued by Prudential because the correct policyholder had the same name as Mr N and had previously lived at Mr N's address.
  - There is no evidence that Mr N holds or has ever held a pension policy with Prudential. Mr N has not provided any evidence that contributions have been made by him, or on his behalf, to the Policy.
  - Prudential's award of £150 recognised that its errors may have caused Mr N some confusion, but the distress and inconvenience caused was not significant and so no further action was required by Prudential.
16. Mr N did not accept the Adjudicator's findings and the complaint was passed to me to consider. I agree with the Adjudicator's findings and I will therefore only respond to the key points made by Mr N for completeness.

### **Ombudsman's decision**

17. Mr N has expressed disappointment that there are no benefits payable to him from Prudential. However, there is no evidence that Mr N ever applied for a pension policy with Prudential, nor any evidence that a policy in his name was transferred to Prudential.
18. When Mr N received a statement in 2001 with, what appeared to be his name, but a different date of birth, he should have questioned this. I do not find it reasonable that, having no existing pension arrangement with Prudential, he believed these benefits were his.
19. It would seem that the correct policyholder updated his address with Prudential, which is why Mr N did not receive any further correspondence to his address after 2003.
20. I accept that Prudential should have conducted a more thorough check before amending its records in 2017. However, Mr N should have known that the Policy was never his, so I cannot say that Prudential's error has caused Mr N a loss of expectation. There is no evidence that Mr N, or any other party on his behalf, set up or made contributions to a pension policy with Prudential. I do not find it reasonable that Mr N believed he was entitled to benefits valued at some £100,000 having made no contributions or transfers to a pension policy with Prudential.
21. Evidence shows that the correspondence in 2018 was only issued to Mr N after he had contacted Prudential by email in 2017 to request policy information, despite being aware of the discrepancy in the date of birth quoted in previous correspondence that he had received.
22. In the absence of a policy document to support Mr N's claim of having a pension policy with Prudential, I find that Mr N is not a customer of Prudential and that Mr N had no reason to anticipate that benefits were payable to him from Prudential.

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23. Therefore, I do not uphold Mr N's complaint.

24. I note Prudential has offered to pay Mr N £150 to recognise its administrative errors, and it is for Prudential to decide if it wishes to honour this award.

**Anthony Arter**

Pensions Ombudsman  
10 June 2019