

## **The complaint**

The estate of Mrs O complains that Golden Charter Limited cancelled Mrs O's funeral plan without notification. The estate also complains Golden Charter didn't comply with GDPR during calls with a family member.

The estate is represented by Mrs B, so I'll refer both to Mrs O and Mrs B in my decision.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat everything here. In brief summary, Mrs O took out a funeral plan with Golden Charter in 2013. She paid by monthly instalments at just over £30, direct to an insurance provider with whom Golden Charter had taken out a policy on Mrs O's life, to fund her funeral at a future date.

Sadly, in December 2022, Mrs O died. Thereafter, Mrs B found out that Mrs O's plan had been cancelled in July 2020, due to non-payment.

Mrs B complained, saying Mrs O hadn't received any letters about the non-payment and cancellation. She was also unhappy Golden Charter had discussed details of Mrs O's plan during calls with a family member who wasn't the estate's representative.

Golden Charter didn't uphold the complaint. It said it had sent a cancellation letter to Mrs O in July 2020 and that letters would also have been sent by the insurance provider. It also confirmed that no GDPR rules had been broken as phone calls had taken place after Mrs O had died and GDPR only applied to living persons.

Mrs B brought the estate's complaint to the Financial Ombudsman Service. She was unhappy there was no proof the letters had been sent. Our investigator didn't uphold the complaint saying she was satisfied Golden Charter had written to Mrs O about the cancellation of her plan. She also said that GDPR only applied to living persons and she didn't think Golden Charter had acted unreasonably when it spoke to another relative about Mrs B's plan.

Mrs B disagreed so the complaint has come to me for a final decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding this complaint. I recognise my decision will be unwelcome news for the estate of Mrs O and I'm sorry about that. I'll explain my reasons, focusing on the key points and evidence I consider material to my decision.

I've looked first at the payment and cancellation terms of Mrs O's plan. The terms say:

*If any Fixed Monthly Payments are not made on the due date(s), you will be advised of this and we will allow 30 days of grace during which time you can pay the outstanding payments and the Funeral Plan will be unaffected. If the outstanding Fixed Monthly Payment(s) are not received within 30 days you will be sent a reminder. If the outstanding Fixed Monthly Payments are still not paid, then the Funeral Plan will be cancelled **and you will not get any money back.***

I've seen screenshot evidence stating the last plan payment was made in April 2020. Golden Charter also provided a copy of a letter sent to Mrs O by the insurance provider in May 2020. Headed, 'Your Golden Charter Funeral Plan premium is overdue', it explains the insurer has been unable to collect the premium and tells Mrs O the insurer will try to collect the outstanding payment with the June instalment. It explains that Mrs O can make contact to discuss other payment methods if she's not happy for the double payment to be taken in June. And it tells Mrs O the outstanding balance must be received within 75 days of 10 May 2020.

I've seen a further letter from the insurer, dated June 2020, saying that it was unable to collect the June payment and the plan now had two overdue payments. It confirmed that as this was the second consecutive direct debit to be returned, the mandate would be suspended. It reminded Mrs O the outstanding balance needed to be received within 75 days of 10 May 2020 and provided contact details.

A final letter from the insurer, dated 25 July 2020, confirmed to Mrs O her Golden Charter funeral plan had been cancelled and that she would no longer receive the agreed benefits associated with the policy. The letter also told Mrs O she could reinstate the policy up until 6 November 2020 and provided contact details, should she wish to do this.

I've also seen a copy of a letter from Golden Charter to Mrs O, dated 28 July 2020, which confirms her plan has been cancelled. I note the letters from both the insurer and Golden Charter were all correctly addressed.

Mrs B is confident if Mrs O had received the letters she would have done something about them and likely spoken to her family. Mrs B wants proof that Golden Charter wrote to Mrs O. She also notes the letters were all sent at the height of the Covid pandemic, when postal services in the area were disrupted.

I accept there may have been some disruption to Mrs O's post. Golden Charter has said it doesn't send post by recorded delivery. I don't find this unusual or unreasonable. Golden Charter has provided screenshot evidence showing that on 28 July 2020, the plan status was changed from suspended to cancelled. And that as well as the letter to Mrs O, a letter was sent to the nominated funeral director advising of cancellation. On balance, I'm satisfied Golden Charter wrote to Mrs O to confirm her plan had been cancelled. And overall, I think it unlikely Mrs O didn't receive any of the letters about her missed payments and subsequent cancellation.

I appreciate it's unsatisfactory we don't know why Mrs O's plan payments suddenly stopped. But I think Mrs O was given notice of a problem with the direct debit and ultimately, she was responsible for maintaining the payments. I don't think there's been any error by Golden Charter in respect of cancellation.

Finally, I've thought about Mrs B's complaint that GDPR were breached. The GDPR apply the living persons and there's no dispute the calls took place after Mrs O had died. In terms of customer service, Mrs O's family member called Golden Charter trying to get information and answers about what had happened to her plan. In the circumstances, I think the

assistance Golden Charter provided was reasonable. I'm not going to ask Golden Charter to do anything more in respect of this complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs O to accept or reject my decision before 21 June 2024.

Jo Chilvers  
**Ombudsman**