

The complaint

Mrs C's complained – on behalf of her late father, Mr C's, estate – that Dignity Funerals Limited didn't deliver Mr C's pre-paid funeral plan in accordance with his wishes.

What happened

Mr C bought a pre-paid funeral plan from Dignity in 2016. He paid the full amount due (£4,740) at the time of purchase. This included a contribution of £1,200 towards third party fees. Mr C made a number of specific requests with regard to the arrangements, which Dignity recorded on a "special request confirmation certificate".

Mr C sadly died in spring 2023. His daughter, Mrs C, took responsibility for arranging the funeral. She was unhappy with how Dignity dealt with everything. Specifically, she complained that she had to chase Dignity about arrangements (which were made very close to the time of the funeral) and to clarify what the pre-paid plan covered.

Mrs C also said that Dignity hadn't facilitated Mr C's preparation for burial in accordance with the family's religious beliefs and hadn't treated him with dignity and respect. And she said Dignity were charging her for the headstone (which marked other family members' resting places) to be re-lettered to include Mr C – even though the special request confirmation certificate didn't show an additional charge would be made for this. Finally, she complained that the headstone had been removed before Mr C's funeral without her knowledge.

Dignity wrote to Mrs C to address these complaints. They offered £100 compensation for poor communication about the headstone and the distress she'd been caused by how Dignity had cared for Mr C.

Mrs C wasn't satisfied with Dignity's response and brought the estate's complaint to the Financial Ombudsman Service. When she did so, she also complained about how Dignity had dealt with the religious requirements of the funeral preparations, that Dignity had caused financial difficulties and that they had mis-sold the plan to Mr C because the family had to find funds unexpectedly to pay for the headstone re-lettering.

Dignity responded to these further complaints by apologising for the manner in which they'd dealt with the religious requirements for preparation of Mr C. With regard to financial difficulties, they said that human error had meant that re-lettering of the headstone hadn't been marked as being an item for which there was an additional cost, when it should have been. And they repeated their offer of £100 compensation.

Mrs C asked our service to investigate. Our investigator explained that the party eligible to make a complaint here is Mr C's estate – which is represented by Mrs C. But, because of this she couldn't comment on the level of compensation offered to Mrs C – she could only consider whether the value of the plan Mr C bought had been diminished by the way Dignity had dealt with the redemption.

The investigator concluded that it wasn't reasonable to ask Dignity to cover the cost of re-lettering Mr C's headstone as this was caused by human error. But she did think the poor

communication from Dignity and the way Mr C had been presented had diminished the value of his plan by £500. So she said Dignity should refund this amount to the estate. After receiving comments from both parties, she reduces the amount to be refunded to £300.

I didn't agree with the investigator's view. So I made a provisional decision. To summarise, that explained I couldn't comment on the £100 compensation Dignity had offered, because we have no power to make an award to a deceased plan holder's relatives. And I was persuaded it was fair for the estate to be charged for re-lettering the headstone and I didn't think Mr C's plan had been mis-sold. Nor did I comment on the complaint about financial hardship because I could only look at the impact on the estate of what had happened – not at how Mr C's family was affected.

But I did think the other issues Mrs C raised – the poor communication, the need to chase Dignity and the way Mr C was treated when he was in Dignity's care had diminished the value of the plan Mr C had bought – specifically the services

“Sympathetic advice and guidance on all aspects of arranging a funeral”

“Care of the deceased prior to the funeral....” I provisionally decided these shortcomings should be addressed by Dignity refunding Mr C's estate £900, and paying 8% interest on that sum.

Both parties were sent my provisional decision. Both responded accepting what that said. So the matters now been passed back to me to make 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.

As both parties accepted my provisional decision (which I've summarised above), my final decision is as I set out in that provisional decision.

My final decision

For the reasons I've explained, I'm upholding the complaint Mrs C's made on behalf of the late Mr C's estate and directing Dignity Funerals Limited to refund the estate £900, together with 8% simple interest, calculated from the date of Mr C's death until the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr C to accept or reject my decision before 25 October 2024.

Helen Stacey
Ombudsman