

The complaint

Miss E complains that Co-op Funeral Plans Limited hasn't been able to amend her tailor-made cremation plan to a tailor-made burial plan.

What happened

The history to this complaint is well known to the parties, so I won't repeat all the details here. In brief summary, Miss E bought and paid in full for her funeral plan in 2014. At the time, she chose a plan including cremation. In 2024, Miss E contacted Co-op to change her plan, as she wanted to be buried, rather than cremated.

Ultimately, Co-op told Miss E that her change of requirements was recorded as personal or special wishes. She complained and in response Co-op said it wasn't currently able to amend tailor-made plans due to a change of IT system. It confirmed the issue was under review so the amendment could be completed as quickly as possible. It apologised for this and also said it wanted to reassure Miss E it would cover any additional fees associated with the change in committal type at the time of need.

Miss E remained unhappy, so came to the Financial Ombudsman Service. In response to our request for information about the complaint, Co-op reiterated its position but also offered Miss E £100 compensation for the distress and inconvenience caused. Our investigator thought this was a fair response and offer. Miss E disagreed and asked for an ombudsman to review everything and issue 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 think Co-op has made a reasonable offer to Miss E in respect of this complaint. I appreciate Miss E feels strongly about what's happened and I acknowledge my decision may not be the answer she was hoping for. I'm sorry about that, particularly as I'm aware Miss E has a number of health concerns and has found the process of updating her plan and dealing with Co-op frustrating and stressful. I'll explain my reasons, focusing on the points and evidence I consider material to my decision.

Miss E has very specific reasons for wanting to change her plan details and be buried with her relatives. I can understand the personal significance of her wishes, and appreciate that the uncertainty of not having concrete information - by way, as she wishes, of a revised contract - has caused her distress and anxiety. But from what I've seen, Miss E's desire to be buried rather than cremated is adequately recorded and will be honoured at the time of need.

Co-op has explained that the IT issue is a known defect, to which a solution is being sought. Unfortunately, it's not uncommon for new IT systems to encounter glitches. I accept this is frustrating for Miss E, but I think Co-op has acted reasonably in providing written assurance to her that:

- it is addressing the defect internally
- the amendment to her plan will be made as soon as possible, and in the meantime, has been recorded elsewhere, and
- there'll be no additional cost in connection with the change of committal type.

I understand Miss E feels Co-op's assurance that it will cover any additional expenses arising from the change in committal type is disingenuous, as such cost should be covered by her plan. From the information Co-op's provided, I can see the terms for a burial plan outline which fees associated with committal are included. However, there's no indication of costs. It's possible the cost of a burial plan might've been higher than that which Miss E paid for the cremation plan she originally chose. In any event, I think Co-op's confirmation in the final response letter clarifies the position and provides reassurance to Miss E and her family. To my mind, this, along with the agreement to amend the terms of the plan, is binding upon Co-op.

Co-op has also offered Miss E £100 compensation in recognition of the distress and inconvenience caused. Requesting a change to an existing plan inevitably involves some effort and inconvenience. I appreciate Miss E has spent time in connection with updating the chosen funeral home and issues related to confirming that her burial plot was suitable for use. I acknowledge this caused Miss E additional stress and upset. But I've not seen anything to suggest these weren't necessary requirements, related to her change of circumstances and request to amend her plan. Co-op nevertheless accepts this did have an impact on Miss E and has offered compensation. Taking everything into account, I think the offer of £100 in acknowledgement of the distress caused is fair.

Putting things right

To put things right Co-op should pay Miss E £100 compensation for the distress and inconvenience caused.

My final decision

My final decision is that Co-op Funeral Plans Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 3 January 2025.

Jo Chilvers
Ombudsman