

## **The complaint**

The estate of Mrs S complains about the mis-sale of a funeral plan by Co-op Funeral Plans Limited as well as a number of issues that arose when the estate sought to redeem the plan.

The estate is represented by Mrs S's son, Mr S.

## **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, in April 2024, Mr S, acting with power of attorney for Mrs S, took out a direct cremation plan.

Mrs S died later that month. Mr S has detailed a number of issues that occurred in the aftermath of Mrs S's death and process of redeeming her plan.

Mr S complained to Co-op, but being unhappy with Co-op's response, came to the Financial Ombudsman Service. Our investigator did not uphold the complaint, so Mr S 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'm not upholding this complaint. I appreciate Mr S feels very strongly about this situation and I acknowledge my decision will not be the answer he was hoping for. I'll explain my reasons, focusing on the points and evidence I consider material to my decision. So if I don't mention something in particular, it's not because I haven't thought about it. Rather, it doesn't change the outcome of the complaint.

Mr S complained that the plan was mis-sold because he chose a funeral director I'll call G to handle everything. He's also said the plan was taken out to minimise stress and inconvenience at the time of need and this didn't happen. Mr S feels his efforts were wasted trying to arrange everything in advance and it would've been easier and more cost-effective simply to deal with the funeral director directly when Mrs S died.

I'll deal firstly with the sale of the plan. Co-op has provided the sales call and confirmed the plan was sold on an information-only basis. So no advice or personal recommendation was given. Nevertheless, Co-op was still under an obligation to ensure Mr S was able to make an informed decision regarding the purchase of the plan.

It's evident from the call that Mr S had done some research in advance. This accords with his testimony about looking online and then calling Co-op about the sale. In the call, Mr S is clear he wants to arrange a direct cremation plan for Mrs S. The agent explains the nature of a pre-paid funeral plan and checks whether there's any existing provision – insurance or savings - that might mean a pre-paid plan isn't needed. Mr S confirms he's happy to carry on with the sale. The agent establishes that Mr S wants an unattended cremation and provides further details about what's included, excluded and the cost. After an exchange about collection of ashes from a Co-op Funeral Home, Mr S asks where the nearest funeral home is and G is identified as a suitable location.

The agent also confirms the cooling off period and cancellation terms, before seeking Mr S's agreement that he's happy for the plan to be activated. Once payment is made, the plan's live status is confirmed. The agent tells Mr S he'll receive the plan documents within 7-10 working days.

Mr S confirms he'd like to collect Mrs S's ashes from G and asks what he'll need to do when the time comes. The agent confirms he can call the Contact Centre number he's just rung, which is available 24/7, or ring the local funeral home – that's G.

Having reviewed the call, I'm satisfied the sale was conducted appropriately. Mr S wanted an unattended cremation plan. I think he was given sufficient information about the plan's key features, including what wasn't covered, to enable him to make an informed decision to take out the plan for Mrs S. So I think Co-op's actions here were fair and what I'd expect to see.

Mr S's dissatisfaction also stems from his contact with Co-op after Mrs S died. Mr S raised a number of issues and doesn't feel that the estate got what was paid for. Amongst other things, these included:

- concerns about the conduct of Co-op's agents when they came to collect Mrs S, including the route chosen to leave the care home where she lived.
- not receiving plan documents.
- difficulties dealing with Co-op by phone, being accepted as the appropriate person to liaise with, obtaining information about where Mrs S was and what needed to happen to redeem the plan.

I acknowledge Mr S feels that Co-op's agents acted inappropriately, causing distress to others, by choosing a route out of Mrs S's care home that involved passing through the residents' lounge. Co-op has explained that its agents conduct a risk assessment in order to determine the most appropriate and safest route. I accept Mr S thinks there were better alternatives, but I think it's reasonable for Co-op's agents to make that decision.

Mr S was also upset that Mrs S was taken to Co-op's main hub location and not to G, as he thought would happen. Co-op has explained how its hub system works and that unattended cremations do not involve the deceased resting at a local funeral care home. I appreciate this wasn't what Mr S expected, and I can understand how references to G in the sales call might've led Mr S to think G would handle everything. But he wasn't specifically told that in the call and I've not seen any other evidence to suggest G would be responsible for Mrs S's care. Again, I think this was a choice Co-op was entitled to make.

Mrs S died within a few weeks of the plan purchase. When Mr S first spoke with Co-op, he explained he'd not received any plan documents and didn't have a plan number. I've noted some conflicting information about Mr S's preferred communication method. In the sales call the agent asks Mr S how he'd like Co-op to communicate with him for amendments to the

plan. He chooses email. Towards the end of the call the agent tells Mr S he'll receive plan documents within 7-10 working days. But she doesn't say how the documents will be sent.

Co-op has also provided evidence showing Mr S's preferred communication as post with a date stamp for the day of sale at 15:21. Other evidence provided shows that a welcome letter was sent by email on the day of sale at 15:23. It's possible this change coincided with Mr S expressing a preference for email in the sale call. But at the very least, I think the welcome letter email would've provided the plan number and I find on balance that it was sent. But I also don't dispute Mr S's assertion that he didn't receive anything, either by email or post.

I've also reviewed a call Mr S made to Co-op three days after Mrs S died. I accept that in the three days after Mrs S's death, there were communication issues with Co-op and that Mr S became increasingly frustrated and distressed, due to the difficulties he encountered. I think Co-op could've done more to establish if Mr S was the appropriate person to deal with Mrs S's estate. Fortunately, the following day things were progressed with G, whom Mr S found very satisfactory.

Mr S feels the plan has failed in that more was paid for peace of mind and for things to be settled in advance, when in fact, it would've been easier and more cost-effective to arrange the cremation at the time of need.

I can understand Mr S's frustration that things didn't run as smoothly as he'd hoped, and that he and other family were upset and inconvenienced at an already challenging time. But I don't agree there's been a loss of value in the plan. The plan provided for a simple, unattended cremation. I've not seen any evidence or testimony to suggest the goods and services listed under the plan specification weren't provided to a satisfactory quality and standard. And the timing of the unattended cremation was always at Co-op's discretion. So I don't see that there's been any financial loss to the estate here.

I don't doubt that Mr S's experiences in the immediate aftermath of Mrs S's death did cause some upset and inconvenience. But this isn't something I can comment on further, as I can only award compensation for distress and inconvenience to the eligible complainant – that's Mrs S herself, as ultimately, the plan was paid for from her funds. And as the events complained of all occurred after Mrs S died, she was not personally affected. I appreciate this limitation under our rules may be frustrating for Mr S.

So to conclude, I find that the sale of Mrs S's plan was conducted satisfactorily and the plan specification was subsequently delivered to a reasonable standard. I accept Mrs S's family did experience some difficulties communicating with Co-op and found the contact frustrating and upsetting. Overall, I'm not going to direct Co-op to do anything more in respect of this complaint.

I'm sorry to send unwelcome news to Mr S.

### **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 to accept or reject my decision before 15 May 2025.

Jo Chilvers  
**Ombudsman**