

## The complaint

Mrs R and the estate of Mrs M complain that Plan with Grace Limited (PWG) failed to return Mrs M's ashes to her family in a timely and dignified manner.

References to PWG includes the actions of its agents.

## What happened

The history of this complaint is well known to both parties, so I won't repeat all the details here. In summary, in September 2023, Mrs R took out a funeral plan with PWG. The plan was to provide a direct cremation for Mrs R's mother, Mrs M, for which Mrs R paid £1,440. This comprised £840 for the plan goods and service and £600 for admin and marketing fees.

Sadly, in April 2024, Mrs M died, and her plan was subsequently redeemed. But there were problems with the process of returning Mrs M's ashes to her family. Mrs R says there was a delay in receiving the ashes. They were not properly packaged and weren't sent by the correct method. And very regrettably, the ashes arrived not fully sealed, having gone via customs in an EU country, where it appears the package was examined by customs officials, but not repackaged securely, leading to some spillage and loss.

Mrs R complained to PWG. Initially, PWG appeared to acknowledge some responsibility for matters, telling Mrs R it had introduced a new process to *'avoid ashes being returned in any other way than a private transfer, and to avoid any need for customs to be involved.'* PWG sent Mrs R some flowers, reimbursed the customs fee required to release Mrs M's ashes and offered to send a voucher to say sorry.

But PWG's final response letter of August 2024 did not uphold Mrs R's complaint. PWG said the container used was suitable and that no preference for an alternative had been recorded. Furthermore, Royal Mail was responsible for the delay, as the ashes were incorrectly sent via an EU country. This was Royal Mail's decision and PWG had no control over what happened whilst the ashes were with customs.

Mrs R came to the Financial Ombudsman Service. Our investigator upheld her complaint and said PWG should pay Mrs R £500 compensation, as an apology for the distress and inconvenience caused.

Mrs R disagreed with the award and asked for an ombudsman to review everything and issue final decision.

In February 2025, I issued a provisional decision. In it I said:

I intend to uphold this complaint. I've set out my reasons below, focusing on the points I think are central to the outcome. So if I've not referred to a specific point, it's not

because I haven't thought about it. Rather, I don't think it changes my decision. Our rules allow me to take this approach.

Firstly, I'd like to set out some of the regulations firms are required to comply with when carrying out a funeral plan contract. These rules can be found in the Financial Conduct Authority's FPCOB Funeral Plan: Conduct of Business Sourcebook, available online.

FPCOB 2.1.2R requires a firm to *act honestly, fairly and professionally in accordance with the best interests of its customer and, if different, the covered individual*.

The customer in this complaint is Mrs R, as she paid for Mrs M's plan. Mrs M was the covered individual.

FPCOB 14.1.4R says the *funeral plan provider must ensure that the services required for the funeral plan contract are delivered to a satisfactory quality and standard by the appointed funeral services provider and in a timely manner, in accordance with the terms of the funeral plan contract*.

And FPCOB 14.1.5G says:

*In relation to FPCOB 14.1.4R, where a firm uses outsourcing arrangements to fulfil this obligation, it retains the regulatory responsibility for achieving the required outcome (FPCOB 2.1.5G).*

So, where any third parties have been used to fulfil a funeral plan contract, PWG retains the regulatory responsibility for delivering the specification of the funeral plan contract to a satisfactory quality and standard.

The plan for Mrs M included fourteen elements of provision. Notable amongst these is:

*Return of Cremated Remains within 28 days to the family or scattered in the Gardens of Remembrance.*

Other notable elements include:

- 24 hour collection of the deceased
- All staff required to conduct the cremation
- Conveyance of the coffin
- Cremation fees
- Funeral professional services and fees
- Preparation and care of the deceased prior to cremation
- Suitable coffin

I've not seen any evidence to suggest there were issues with any other element of the goods and services provided under the plan, aside from the return of Mrs M's ashes to her family. But I think there were significant failings in this regard.

Mrs M's ashes were not returned to her family within 28 days. The cremation took place on 10 May 2024. So her ashes should've been returned by 7 June 2024. But I've seen evidence to show that PWG's agent didn't arrange transfer of Mrs M's ashes until

14 June. Mrs R received notification on 17 June 2024 that a customs fee was due. But I understand Mrs R didn't receive Mrs M's ashes until 27 June 2024. So I'm satisfied there was a failing here.

Mrs R has also expressed concern about how Mrs M's ashes were packaged, saying she expected them to be in a scatter tube. However, this wasn't confirmed in the sales call of September 2023, which PWG has provided. It was confirmed that the general method was in eco-friendly packaging materials, but that other methods could be used for an additional cost. Mrs R has provided a copy of a document titled Funeral/Personal Wishes, which, in response to a question asking what the customer would like to do with the remains, simply states, '*returned*'. So overall, I'm satisfied Mrs M's ashes were initially packaged to a satisfactory quality and standard.

Issues arose because of the method chosen to send the ashes to Mrs R's address. In a call with PWG in April 2024, Mrs R confirmed that her preference was for Mrs M's ashes to be sent to her address, so they could be scattered where her father's ashes were. PWG said they'd need to check whether this could be done and asked if delivery by courier was acceptable. Mrs R said it was, but that her brother's address was available as an alternative, if there was any problem. However, PWG then said they could courier ashes to Mrs R's address, which Mrs R accepted. There was a further conversation in May 2024, where again it was confirmed by PWG that Mrs M's ashes would be sent by courier to Mrs R's address.

However, Mrs M's ashes were sent to Mrs R's by Royal Mail. So PWG did not use the delivery method Mrs R would reasonably have been expecting. PWG has provided a copy of the postage confirmation email from Royal Mail. I've noted within the email the phrase:

*You have confirmed that you are not sending any item which is prohibited or restricted in the UK.*

Royal Mail's website provides information about restrictions applying to the transfer of *human and animal ashes*. These include weight limits and packaging requirements. The weight limit of 50g would allow for a small amount of ashes to be sent, but not entire cremated remains, which would likely weigh at least 2kg. So in using Royal Mail, PWG did not comply with Royal Mail's terms, nor Mrs R's reasonable expectations. So I don't think the delivery method used was satisfactory.

It's not clear to me why Mrs M's ashes were sent via an EU country. PWG has said this was down to Royal Mail. But I've noted in Royal Mail's postage confirmation email, under a summary of the *purchased postage*, the *postage service* is listed as *International Tracked & Signed*. So I think it at least a possibility that International rather than UK was selected by PWG's agents, possibly due to a misunderstanding about Mrs R's address.

Regardless, I don't think this makes a difference to my decision. I say this because I've already found that Royal Mail was not an appropriate means of returning Mrs M's ashes to her family. But for that error, I don't think what followed would have happened. Other delivery methods were available – for example, a specialist courier – and Mrs R had also confirmed that her brother's address was an alternative option. Had either of these options been used, I think Mrs M's ashes would likely have been returned to her family in a satisfactorily, intact condition.

In her response to our investigator's opinion, Mrs R agreed that most of the plan provisions were provided to a reasonable standard. However, she argued that not all

elements of the plan provisions were of equal gravity, and that the most valuable element of the plan to the family was the return of the ashes. For failings with this provision, Mrs R thinks £600 of the cost of the plan should be refunded.

I can understand Mrs R's position in this respect. But for reasons I'll explain, I'm going to take a different approach. By way of information, I hope it will help if I set out how we look at where the anticipated value in a plan – that is, the notional cost to the customer, attributed to each element - has been reduced, due to a failure for which the funeral plan provider was responsible. All plans include a number of different goods and services. It's not always possible for a firm to provide a detailed cost breakdown of all those elements. And although I've not asked PWG for such a breakdown, I'm aware that some elements, such as those I referred to earlier in this decision, are, purely in cost terms, likely of higher value than the return of ashes. So in terms of loss of value in the plan, where all else was delivered satisfactorily, any diminution would likely be comparatively small.

But a failing to do with return of ashes may have a disproportionately high impact on a relative. To my mind, the key consideration here is the effects of PWG's error. There were significant personal consequences for Mrs R. So in this particular complaint, I think it's more appropriate to look at PWG's error in terms of its impact and the distress caused to Mrs R.

### **Putting things right**

Firstly, I'd like to acknowledge that in this situation, compensation cannot 'put things right', in the sense that PWG's error led to a situation which cannot be undone. That situation has had a lasting impact on Mrs M's family, particularly Mrs R, who received her mother's ashes in a manner which most people would find shocking and distressing.

However, compensation can acknowledge the level of distress and inconvenience caused. My powers don't allow me to award compensation to representatives of Mrs M's estate. But as Mrs R is the plan purchaser, under our rules she is an eligible complainant in her own right. So I can award compensation to her personally.

Our approach to awarding compensation for distress and inconvenience is set out on our website. In this case, I think PWG's error has caused substantial distress. Mrs R has explained how the situation has affected her and I accept there is lasting impact, given the significance and sensitivity of receiving her mother's ashes as she did. This is not a memory that is easily forgotten. Mrs R's described her distress that her mother's ashes were not treated with dignity and respect. And she's told us how the aftermath of this incident has caused emotional, spiritual, physical and mental upset. In all the circumstances, I think compensation of £1,000 reasonably reflects the substantial distress caused.

PWG should pay Mrs R £1,000 compensation in recognition of the distress and inconvenience caused.

[End of quotation from Provisional Decision]

Mrs R provided further comments. She referred to information available on our website to support her arguments for a higher award of compensation. She also made reference to PWG's website and current plan pricing, saying there'd been a loss of value in Mrs M's plan of £100.

PWG responded saying it was happy to accept the provisional decision, because it accepted the error in using Royal Mail. However, it also provided a recording of a phone call between one of its agents and Mrs R, discussing Mrs R's receipt of Mrs M's ashes.

I shared both parties' responses with the other, giving a week for any final comments.

Mrs R provided her comments on the phone conversation, as well as evidence of compensation she'd received in a complaint against Mrs M's bank.

I did not receive any further comments from PWG.

### **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.

Firstly, I should explain that I'm required by law to consider each complaint on its individual facts and merits. So whilst I acknowledge Mrs R's information about compensation she received from Mrs M's bank in a separate complaint, it does not have any bearing on my decision in this complaint.

I've thought about the information Mrs R provided regarding the difference in price between PWG's currently available Basic and Inclusive Direct Cremation Plans. From the specifications published on PWG's website, I've also compared what's covered under those plans with the specification of Mrs M's plan, bought by Mrs R in September 2023. There are slight differences between the plans, beyond simply whether ashes are returned to the family or not. So I'm not satisfied the attributable value of returning ashes in Mrs M's plan is £100. I've also noted the information Mrs R provided from other companies about the price of transporting ashes. But I don't think the prices provided are likely comparable to the cost attributed to return of ashes in Mrs M's plan, given its specification and cost. Overall, I remain of the view that the nominal value of return of ashes in Mrs M's plan is relatively small and in the circumstances of this complaint, it's fair and reasonable to deal with things by focusing on compensation for distress and inconvenience.

In her response to my provisional decision, Mrs R says she appreciates it's difficult to place a value on someone's distress and upset, and naturally she would put a higher value on the impact of PWG's errors. This is a perfectly understandable argument for her to make. But I'd like to assure Mrs R that I considered carefully the range of awards available to me, before concluding that a figure of £1000 fairly acknowledged the distress and inconvenience PWG's mistakes caused.

I've also considered carefully the phone call PWG provided in response to my provisional decision. In the call from PWG's agent to Mrs R, they discuss Mrs R's complaint about the manner in which she received her mother's ashes. Mrs R can be heard laughing and joking with the agent. But I'm not persuaded this invalidates her testimony regarding the distress and upset she's experience as a result of PWG's errors.

In her response to my request for her comments on the call, Mrs R highlights the mismatch or incongruity between her words and her behaviour. Mrs R is laughing and joking about a situation which is far from funny, as can be heard in the following extracts from the call:

*03:56 Agent: I was so shocked when you sent me that email with a video and the pictures, in utter shock.*

*04:28 Mrs R: I mean, I'm laughing, but it's not funny, you know, like I say, I've had*

*such a rubbish day.*

*04:33 Agent: Yeah, laugh or cry.*

*04:35 Mrs R: Well it is. Well I cried to the bank. So, you know, you're getting the hilarity afterwards and the mania.*

I accept Mrs R's testimony that at the time she was struggling to say how she felt, was at loss for words, and was masking her distress with joviality and humour. In my view, Mrs R's presentation during the call is not reason to minimise the substantial distress this incident has caused or reduce the proposed award of compensation. I remain satisfied that, in all the circumstances, the award I proposed in my provisional decision is a fair and reasonable outcome to this complaint.

### **Putting things right**

Plan with Grace should pay Mrs R £1000 compensation, in recognition of the substantial distress and inconvenience this incident has caused.

### **My final decision**

For the reasons given above, I uphold this complaint and require Plan with Grace to put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and the estate of Mrs M to accept or reject my decision before 10 April 2025.

Jo Chilvers  
**Ombudsman**