

The complaint

Mr C's complained – on behalf of his late mother, Mrs C's estate – that Co-op Funeral Plans Limited failed to deliver Mrs C's funeral in line with the provisions of her pre-paid funeral plan.

What happened

Mrs C sadly died in late 2024. Some time before her death, she'd bought a tailor-made burial plan from Co-op. So Mr C contacted Co-op to arrange for that funeral to be provided.

Mr C wasn't happy with how Co-op dealt with the funeral and complained. He told Co-op he was dissatisfied with the time it took to take Mrs C into their care, the embalming service, and her transportation from Scotland (where she'd died) to her burial location in England. He said there had been poor communication, which had left him having to become involved in liaising with third parties including the local authority and the church. And he said Co-op hadn't provided a collection box for charitable donations to be made at the funeral. Mr C said he'd been very upset by what had happened and had been left out of pocket as a result of Co-op's shortcomings.

In their response to the complaint, Co-op acknowledged their lack of co-ordination and communication, which had led to delays and left Mr C having to chase to make sure arrangements were made. They offered to refund the proportion of the cost of the plan which covered bring Mrs C into their care and embalming. This amounted to £665.

Mr C didn't think this resolved the estate's complaint and brought it to the Financial Ombudsman Service. When they were notified about the referral, Co-op offered Mr C £175 – in addition to what they'd already offered – to recognise the distress they caused him personally.

Mr C didn't accept this offer, so our investigator reviewed the information provided by both parties. He concluded Co-op needed to do more to resolve the estate's complaint. He said Co-op's offer to refund the costs of taking Mrs C into their care and embalming was reasonable, because of the delays and confusion around when she would be transported to where she was to be buried and because of a lack of clarity around the embalming process.

He noted the charity collection box wasn't one of the services Mrs C had paid for, but was recorded as a request – so there was no guarantee this would be provided. And, while he acknowledged Mr C's experience, he explained that our service can only make an award of compensation to what our rules call an "eligible complainant" – which in this case was Mrs C's estate, not Mr C personally. So he didn't comment on the £175 compensation Co-op had offered him.

But he did think the value of Mrs C's plan had also been reduced by Co-op's poor communication and the way they'd arranged for Mrs C's arrival at the church for her funeral. So he said that Co-op should also refund to her estate the £370 attributed in the plan to "our care for you".

Co-op accepted our investigator's view. Mr C told us the estate didn't. So the matter's been passed 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.

Having done that, I'm upholding the estate's complaint for broadly the same reasons as our investigator set out. I'll explain why in more detail.

I was very sorry to read about how Co-op's handling of Mrs C's funeral made what was an already distressing time worse for Mr C. I've no doubt that's the case. And I understand why he feels he should be compensated for that.

But I have to make a decision which complies with our rules. Those rules don't allow us to investigate every complaint we receive. We can only look at complaints made by, or on behalf of, what the rules call an "eligible complainant".

As our investigator said, the eligible complainant in this case is the person who bought the plan. That was Mrs C and, now she's passed away, that is her estate. I appreciate Mr C is the executor of the estate. But he suffered the distress he's described in his personal capacity. There wasn't distress to the estate. So I have no power to make an award to Mr C. And for that reason I won't comment on Co-op's offer to him of £175 compensation.

What I can do is consider whether the value of Co-op's service in providing Mrs C's funeral was reduced as a result of what went wrong. I can only look at the items Mrs C paid for. So I can't think about Mr C's complaint about the collection box as that was a request – not a paid for service.

I've considered the breakdown of the funeral costs provided by Co-op. While I accept Mr C is unhappy with the overall service provided, I can see from this that a number of the services were provided without issue – so it's fair for Co-op to retain the full value of those.

But I do agree that the value of *"our care for your loved one"* was diminished by the delays in collecting Mrs C. Co-op's offer in respect of this was £545 – which equates to just over 50% of the total cost for this element. I think that's fair.

I've considered the £370 attributed to *"our care for you"* which our investigator also recommended should be refunded. This relates to Co-op's support for Mr C in dealing with the funeral arrangements. It's clear from what I've seen that Mr C didn't feel supported – and, in fact, Co-op's handling of Mrs C's funeral sadly added to his distress. While I know Mr C feels it's not enough, £370 is the total charged by Co-op for this element of the funeral – so this represents a 100% refund. I can't say that Co-op should do more.

I note Co-op have said they will refund £120 of the embalming fee. The total fee for this was £140 and it's not entirely clear why Co-op have retained £20. But I'm satisfied there would have been a cost to them in the materials used for the embalming. And, while I note Mr C's belief that Mrs C should have been embalmed earlier, I've seen no evidence that the embalming wasn't done to a reasonable standard. So I've no reason to say Co-op should refund more than they've offered in relation to the embalming.

Finally, I've noted our investigator said interest should be payable, calculated at the rate of 8% per annum from the date of the funeral until the date it's paid. To be clear, I think that

should be paid on all the money to be refunded, in line with our usual approach, which is published on our website.

My final decision

For the reasons I've explained, I'm upholding the complaint Mr C's made about Co-op Funeral Plans Limited on behalf the late Mrs C's estate and directing Co-op to refund the estate the total of £1,035.00 they've previously agreed to pay, together with interest calculated at the rate of 8% per annum from the date of the funeral until the date they make payment.

If Co-op considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr C how much it's taken off. It should also give Mr C a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs C to accept or reject my decision before 17 October 2025.

Helen Stacey
Ombudsman