

The complaint

Mr and Mrs G complained, in their capacity as representatives of the late Mr A's estate, about the service provided by Co-op Funeral Plans Limited when redeeming Mr A's pre-paid funeral plan.

In summary, they say Co-op:

- Delayed bringing Mr A into its care,
- Placed him in a coffin that was too small which caused damage to his body,
- Mishandled his dentures,
- Provided a replacement coffin that only arrived the day before the funeral and was of poor quality, and
- Made multiple administrative errors in its correspondence and handling of the matter.

What happened

Mr A died in February 2024. His family asked Co-op to arrange the funeral under his pre-paid plan.

There were delays before Mr A was brought into Co-op's care and embalmed. When his family viewed him, they found him in a coffin that was too small, with his head protruding above the rim. They also saw his dentures were missing when these had been provided. When they returned to view Mr A again, they saw visible damage to his hand and deep indentations to his head. They learned that this had happened when the coffin lid had been closed.

Co-op apologised for this and ordered a larger coffin. This only arrived the day before the funeral which caused Mr and Mrs G considerable worry.

When they saw the new coffin, they raised concerns about its quality. And when Co-op transferred Mr A into it, they found his dentures underneath his body even though Co-op had said they were lost. Unfortunately, the dentures couldn't be reinserted at that stage.

After the funeral, Co-op sent the estate an invoice for £1,723 for items outside Mr A's plan. The estate didn't think this was fair in light of the service they'd received. They complained about Co-op's care of Mr A as well as other problems with mis-addressed letters, poor complaint handling, miscommunication and lost documents. They also complained about issues relating to the order of service and cemetery stonework.

Co-op upheld the complaint in part. It accepted some failings, apologised, and provided explanations from its funeral home. It offered the estate £545 for the reduction in value of Mr A's plan and any distress caused. Mr and Mrs G didn't think this was enough. They thought Co-op should pay compensation and waive the invoice it had sent.

The estate referred the complaint to our Service, where Co-op offered a further £200 compensation to resolve things.

Our investigator looked into the complaint and thought it should be upheld in part. She said we can't look into what happened with the order of service and stonework because these fall outside Mr A's funeral plan. She also said we can't comment on the £200 compensation offer. But she did think Co-op had failed to deliver key elements of Mr A's plan. She recommended partial refunds of the plan provisions relating to the care of Mr A and the care of the family, along with the cost of the embalming.

Co-op accepted this. Mr and Mrs G disagreed. They felt it didn't go far enough and were frustrated that Co-op had led them to believe our Service would be able to comment on the entire complaint. They asked for an ombudsman to review the matter and so the estate's complaint was passed to me for a decision.

I considered the complaint and thought Co-op needed to do more to put things right. I issued a provisional decision to say as follows:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've only summarised the background of the complaint and the arguments of the parties. This isn't intended as a discourtesy and reflects the informal nature of this Service. I want to reassure Mr and Mrs G and Co-op that I've carefully considered everything they've provided.

Having done so, I intend to uphold the complaint and award a larger refund to the estate than our investigator recommended. I've explained my reasons below. I've focused my comments on what I consider most relevant. If I haven't commented on a specific point, it's because I don't feel it affects what I find to be the right outcome.

My powers

I should first explain what I can consider in respect of this complaint – and what I can make awards for.

First, I think it's important to highlight that Mr A's family have suffered a great deal of distress in connection with this complaint. Mr and Mrs G have said how deeply upsetting it was to see Mr A's body had been damaged in Co-op's care, and how they've been left with the memory of this. I was sorry to read about the lasting effects this has had on Mr and Mrs G and I want them to know they have my sympathy for what's happened.

However, I must explain that I don't have the power to award compensation for the upset they've suffered. This is because our rules only allow us to award compensation for distress and inconvenience to an "eligible complainant". Mr A would have been the eligible complainant in his lifetime. Now that he's died, this right has passed to his estate. But it is not the estate that's been distressed – it is Mr and Mrs G who act as the estate's representatives. So, while I acknowledge the considerable upset they've suffered personally, I'm unable to recognise this with an award of compensation.

Second, I can't comment on every aspect of the complaint, I can only consider issues that have arisen from the provisions of Mr A's regulated funeral plan – this is what

gives rise to my jurisdiction over the matter. This means I can't comment on Co-op's handling of the order of service or cemetery stonework because they fall outside of Mr A's plan.

I know those issues are important to Mr and Mrs G, and this will be frustrating as they say Co-op led them to believe we could comment on the matter in full. But I'm afraid I have no power to consider those issues.

What I can do is consider whether Co-op delivered the services that Mr A's funeral plan promised. Where Co-op didn't, I can require a refund of those parts of the plan to the estate. So, I've considered the relevant plan provisions and the way Co-op delivered them.

Care of Mr A

Mr A's plan included a provision called "our care for your loved one". This required Co-op to bring Mr A into its care, look after him until the funeral, and prepare him in line with the family's wishes. The funeral invoice shows this provision cost £1,025.

As the invoice doesn't break this provision down into separate parts, I've split it into three: (1) bringing the deceased into care, (2) looking after them, and (3) preparing them in line with wishes, to consider whether a refund of any element is fair. But in this case, I don't think this produces a fair outcome.

I say this because I think Co-op's care of Mr A fell far below the standard the family could reasonably expect, to the extent that the value of this provision has, in my view, been lost. The incorrect coffin size, the damage to Mr A's body and the mishandling of his dentures represent very serious failings. Co-op has explained how Mr A's head was propped up by a pillow in the too-small coffin and admitted it didn't remove this when the lid was closed. So, I think the harm was foreseeable and could've been prevented. I also can't fairly say that Mr A was prepared with dignity in line with the family's wishes as a result of this.

Given these failings, I don't think it's fair to say that this provision was delivered to an acceptable standard. Although Co-op incurred costs in connection with this provision, I consider the service so deficient that the full value has been lost. So, I think it's fair that Co-op refund Mr A's estate the full cost of the provision – £1,025.

Care of the family

Mr A's plan also included a provision entitled "our care for you". This was described as support for the family to help "create a unique funeral ceremony, tailored to your own requirements and arrangement of all services, documentation and third parties." The funeral invoice shows this provision cost £335.

I've kept in mind the funeral did take place, and the ceremony went ahead as arranged. So, in large part, I'm satisfied this provision was delivered. However, I think Co-op fell short of the standard the plan envisaged.

For example, the delay in sourcing a suitable coffin and poor communication prior to the funeral meant the family didn't receive the level of support and care they were entitled to expect and were exposed to worry that the funeral wouldn't proceed as arranged.

Our investigator recommended a partial refund of £100. I agree that this is a fair reflection of the reduced value of this provision, while also recognising that the funeral was delivered and Mr and Mrs G haven't raised issues about the ceremony.

I recognise the estate's unhappiness with Co-op's administration and complaint handling after the funeral took place. I agree that this added to the family's distress. But the issues didn't directly reduce the value of Mr A's plan because the funeral had already been provided. The issues arose in large part from the complaint and the way Co-op handled this, rather than the funeral plan and its provisions. Much of it was also to do with the invoice and cemetery stonework which I can't consider. So, I don't think it would be fair for me to say the issues that arose after the funeral further diminished the value of the plan, such that Co-op should refund a larger part of this provision.

So, I find £100 is a fair amount for Co-op to refund from this provision.

Coffin

Mr A's plan included provision of a coffin described as a "dark elegant oak coffin".

It isn't in dispute that the original coffin Co-op provided was too small – and this played a key part in the damage caused to Mr A's body. I've also considered the family's concerns about the replacement coffin. The family have said this was of poor quality compared to the first, with inferior lining and a different finish. They've also said the nameplate was missing and the handles were misaligned. Co-op said the differences were due to its internal processes and the use of different manufacturers. It admitted the nameplate was missing for the viewing, but this was fixed for the funeral, and it said it didn't have evidence to show a problem with the handles.

I haven't seen any persuasive evidence to show the replacement coffin Co-op provided was materially different from what was promised in Mr A's plan – and this is the crux of the issue. Co-op provided the replacement coffin in time for the funeral, and it was fit for purpose. So, Co-op has delivered what the plan promised.

I want to be clear that I have not overlooked the significant distress caused by the first coffin being too small and the damage that followed. This was a serious failing. But I think this, along with the anxiety about the replacement coffin arriving late, are best addressed under the "care for your loved one" and "care for you" provisions. For this reason, I don't think it would be fair or proportionate to refund the coffin provision itself, as the promised coffin was ultimately delivered.

So, I agree with our investigator that Co-op does not need to refund this provision.

Embalming

The estate says that Co-op took too long to embalm Mr A. This was carried out three weeks after Mr A's death, but only one day after he was brought into Co-op's care. So, I'm satisfied that Co-op embalmed Mr A promptly once in a position to do so. Any delay before this was linked to bringing him into care – part of the "our care for your loved one" provision that I'm already requiring Co-op to refund in full. I haven't seen evidence that the embalming itself was ineffective, or that the three-week wait undermined the process. Mr A was embalmed as the plan promised, and I don't think Co-op's delivery caused a loss of value. So, I don't think Co-op needs to refund this cost.

Conclusion

In all, I'm satisfied Co-op has diminished the value of Mr A's plan to a significant extent. So, I think it's fair that Co-op refunds to the estate the provisions I've outlined above – £1,025 from "our care for your loved one" and £100 from "our care for you", totalling £1,125.

I know this doesn't go as far as the family would like and isn't enough to cover Co-op's invoice. But I'm satisfied it represents fair and reasonable redress for the parts of the complaint I'm able to consider, within the bounds of what I'm able to award."

Responses

Co-op accepted my provisional decision.

Mr and Mrs G raised some further points. They said they were upset I couldn't consider issues outside Mr A's plan – particularly the stonework. They also asked whether we can only award compensation to eligible complainants in pre-paid funeral plan complaints, or whether this is the case for all complaints we see.

Regarding Mr A's coffin, they said it was only by chance that the replacement was big enough, as they'd been led to believe it would only be a little deeper than the original, but it turned out to be just deep enough. They also said they provided a photo of a coffin with mis-aligned handles, although this wasn't the final coffin used.

They said the thought of Mr A being buried with his dentures by his side and not in his mouth was awful, and this should've been resolved when Mr A was first brought into Co-op's care. They said Co-op originally said the dentures were in his mouth, but this wasn't true. They also thought Co-op took too long to bring Mr A into care and pointed to Co-op's own website about embalming quickly after death. They thought Co-op hadn't provided the 'bringing your loved one into our care' part of Mr A's plan.

They also said Co-op had told them that Mr A's head wouldn't lower further into the coffin because of various factors and they felt shocked that Co-op thought they could place Mr A on his side to resolve the issue.

They also asked what the 8% interest would apply to.

As both parties have responded to my provisional decision, I now consider it appropriate to issue my 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.

I've considered the further points Mr and Mrs G have raised, but they don't change my view of the complaint. I'll explain why.

I understand Mr and Mrs G's frustration that I can't consider issues like the stonework. I know how important this is for them. But my powers are limited to issues within Mr A's regulated funeral plan. I also acknowledge how upsetting it must be that I'm not able to recognise the considerable and lasting distress Mr and Mrs G have suffered with an award of compensation. I'm afraid our rules prevent me from making that award. This isn't unique

to their complaint – the same applies to all types of complaints we investigate involving an estate or representative.

Turning to Mr A's coffin, I accept the distress caused by the first coffin being too small and the worry over the replacement being big enough. But I haven't seen persuasive evidence that the replacement coffin Co-op provided was unfit for purpose or at odds with what was promised in Mr A's plan. So, I'm still of the opinion that it wouldn't be fair or proportionate to refund the provision. Instead, I've considered the harm and upset caused under the "our care for you" provision, which I set out in my provisional decision.

Regrading Co-op's treatment of Mr A's body and dentures, I agree that these were serious and unacceptable failures of care. This is why I'm requiring Co-op to refund the entire provision dedicated to the care of Mr A. That provision included Co-op bringing Mr A into care, and so this is included in the amount to be refunded. I'm satisfied that this fairly reflects the full loss of value of that part of Mr A's plan.

I recognise Mr A was embalmed late after his death, but I still think this was because of a delay bringing him into care, which I'm directing Co-op to put right by refunding the care provision. I accept that embalming should be carried out quickly, but I haven't seen evidence that the embalming itself was ineffective or failed to meet what the plan promised. So, I don't think it would be fair for Co-op to refund this cost.

To clarify the interest award, I'm requiring Co-op to add 8% simple interest per year to the amount Co-op needs to refund to the estate. The added interest reflects the fact that the estate has been without the benefit of this money for an extended period. I consider that this period began when Mr A died, as this was when the redemption of his plan began. So, I find it fair and reasonable that Co-op adds interest to the amount to be refunded from that date.

Lastly, and as I set out in my provisional decision, I'm persuaded that Mr and Mrs G have been caused considerable and lasting distress because of Co-op's handling of this matter. While I'm not empowered to award compensation to them for this, nonetheless, I think it's important to highlight here.

To conclude, I've reviewed the matter again and my opinion hasn't changed. Therefore, the findings of my provisional decision, and my additional comments here, now form the findings of this – my final decision.

Putting things right

To resolve the complaint, I direct Co-op to:

- Refund £1,125 to the estate to reflect the diminution in value of Mr A's funeral plan.
- In line with our usual approach, set out on our website, Co-op should add to the refunded amount 8% simple interest per year, from the date of Mr A's death to the date of settlement.* I've determined this as a fair date from which to pay interest, as the redemption of Mr A's plan began when he died, which is when the diminution in value began.

*If Co-op considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell the estate how much it's taken off. It should provide a tax deduction certificate if requested, so that the estate can reclaim the tax from HM Revenue & Customs if appropriate.

If the estate would like to accept Co-op's offer of £200 compensation, they'll need to contact Co-op directly as I'm not able to direct Co-op to pay this.

My final decision

I uphold the estate of Mr A's complaint and direct Co-op Funeral Plans Limited to put things right as I've set out above.

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

Chris Woolaway
Ombudsman