

### **The complaint**

The estate of Mrs C complains that Co-op Funeral Plans Limited didn't allow Mrs C's funeral to take place on a weekend. The estate says this caused significant inconvenience and difficulty for the family.

The estate has been represented by a relative of Mrs C's, Mr W.

### **What happened**

Mrs C bought a pre-paid funeral plan with Co-op in 1993. Mr W says they were told the plan would cover the full cost of the funeral, even on a weekend, and this mattered because several family members worked on weekends. The plan documents didn't mention weekends, and Mr W says this led the family to believe Saturday services were included.

Mrs C died in March 2025. When the family contacted their local Co-op branch, the staff indicated a Saturday funeral might be possible and provisionally booked a weekend slot. They said this would need confirmation from Co-op's head office.

When the matter was escalated, Co-op told Mr W that its funeral homes didn't operate on weekends and weekend funerals required additional charges that fall outside Mrs C's plan. Co-op decided it couldn't absorb these costs under the plan and so couldn't agree to provide a Saturday service.

Mr W didn't think this was fair and complained. He said the plan didn't exclude weekends, and because more recent plans now expressly rule out weekend services or require extra fees, he believed Co-op was applying newer terms to an older contract. He also said the provisional booking showed that Saturday services were possible.

Co-op didn't uphold the complaint. It said the original plan didn't promise weekend funerals. It explained that weekend services depend on staff availability, overtime costs, and fees charged by the relevant facilities, and so these services sit outside its standard operating hours. Co-op said weekend funerals are only available in limited circumstances to customers paying extra. It said Mrs C's plan didn't include the associated additional costs.

Mr W referred the estate's complaint to the Financial Ombudsman Service.

Our Investigator didn't uphold the complaint. She said the terms didn't promise a weekend funeral so didn't think Co-op had changed Mrs C's contract. She also didn't think it would be reasonable to expect Co-op to operate outside its usual working hours. She added that she couldn't ask Co-op to pay Mr W compensation as he's not an eligible complainant himself. Mr W didn't agree with our Investigator's view. He said the plan had been sold on the understanding that weekend services were available so Co-op should have honoured this. He pointed out that our Service would never be able to award compensation in cases like this because the eligible complainant would always be deceased when their plan is being redeemed. He asked that we compensate him for the distress caused.

As Mr W didn't agree, the matter has come to me for 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.

I've decided not to uphold the complaint for broadly the same reasons as our Investigator. I know this will be disappointing for Mr W and I'm sorry to bring him unwelcome news. I've explained why below – focusing on the points and evidence I consider material to my decision.

I acknowledge Mr W's point about awards of compensation. But our rules only allow me to award compensation for distress and inconvenience to an "eligible complainant". This was Mrs C in her lifetime – and complaints about funeral plans do arise while a plan holder is alive. However, now that Mrs C has died, the right to complain has passed to her estate. But it's not the estate that's been distressed here. It's Mr W who is acting as the estate's representative, and the wider family. I cannot award compensation to them.

Instead, I've considered whether Mrs C's plan required Co-op to provide a weekend funeral and whether Co-op acted fairly and reasonably in handling the family's request overall.

### Cover for a weekend funeral

The parties agree that Mrs C's plan is silent on weekend funerals. It doesn't say they're included, excluded, or subject to an extra charge. A contract that doesn't address a particular service doesn't create a right to it. So, the plan didn't guarantee Mrs C a weekend funeral.

I recognise the family believed weekend services were included, but I haven't seen evidence from the time the plan was sold that supports this, and it isn't reflected in the plan documents I've seen.

Co-op has explained that funeral dates require mutual agreement, and weekend funerals demand additional staff resourcing, overtime costs, and cooperation from facilities that often charge extra for weekend slots. It says these services fall outside its standard operating hours, and while it may be able to provide them in certain situations, it doesn't do so as standard.

While the plan terms don't refer to "mutual agreement", funerals still need to be arranged on a date the provider can reasonably support. It's standard industry practice for funeral providers to depend on operational capacity when agreeing the date of a funeral. Given the additional costs and staffing constraints, I think it was reasonable for co-op to say it couldn't provide a Saturday funeral at no extra cost.

I've reviewed the correspondence about the provisional booking. I understand why this may have caused confusion. But the branch made clear the booking was subject to head office approval and confirmation of what the plan would cover.

I don't think I can fairly say that a provisional booking, subject to further checks, created an obligation on Co-op to supply the necessary staff or absorb extra weekend charges for a Saturday funeral when Mrs C's plan doesn't say that these are included.

Mr W has said that more recent Co-op plans specifically exclude or charge for weekend funerals. He's suggested this change shouldn't affect Mrs C's plan. I've considered this point carefully.

Newer plans being drafted with clearer exclusions doesn't mean that older plans included weekend services – any more than services on bank holidays or other non-standard days. Providers often update plan wording over time to reflect changes in regulation or industry practice. And I haven't seen evidence that Co-op changed the terms of Mrs C's plan or removed a right that previously existed.

So, in the circumstances, I don't think Mrs W's plan granted the right to a weekend funeral at no additional cost.

#### Handling the family's request

I've considered the way Co-op handled the request. The evidence shows Co-op clarified the position around ten days after the branch's query. Co-op needed to confirm the position and while I appreciate this was a stressful time I don't think it was excessive or amounted to unreasonable delay, particularly as the provisional slot was around three weeks away. However, I think it's important to point out that even if I felt differently, I wouldn't be able to award compensation to the family for any distress caused.

In all, I understand why the family wanted a Saturday funeral. But I've had to consider whether Co-op breached the terms of Mrs C's plan or acted unfairly or unreasonably in declining the family's request. For the reasons I've explained, I'm not persuaded that it did. So, while I acknowledge Mr W's strength of feeling on the matter, I don't require Co-op to do anything further in respect of this complaint.

#### **My final decision**

For the reasons I've given, I do not uphold the estate of Mrs C's complaint about Co-op Funeral Plans Limited.

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 18 December 2025.

Chris Woolaway  
**Ombudsman**