

## The complaint

The estate of Mrs F complains that Co-op Funeral Plans Limited unfairly handled the redemption of Mrs F's pre-paid funeral plan.

References to Co-op includes its agents.

## What happened

In 2016, Mrs F bought a tailor-made funeral plan from Co-op and paid for it in full. The plan included guaranteed services such as care of the deceased, care for the family, embalming, and an oak casket with viewing window.

In January 2025, a Co-op representative visited Mrs F at home to help make some minor changes to the plan. There was some disagreement over the paperwork exchanged.

Sadly, Mrs F died in March 2025. When her family contacted Co-op to redeem the plan, a series of problems followed. The family learned that the detailed wishes Mrs F had set out in 2016, about music, clothing and other aspects of the funeral, had not been recorded or kept. They said Mrs F was a meticulous planner and would have specified these things, but Co-op's records didn't include such details. They also said Co-op had delayed bringing Mrs F into its care, the car used to transport her was dirty, and Co-op had said she was being taken to a funeral home when she'd been taken to a care centre instead.

The family later met staff at the funeral home to discuss the arrangements. They recorded the meeting and provided a copy to our Service. The discussion became heated as the family were unhappy having to try to recreate Mrs F's wishes. There was also uncertainty and frustration about paperwork and what would happen next.

During the meeting, Co-op told the family that the casket Mrs F had chosen wasn't available but offered a similar one without a window that could be propped open for viewing. Co-op also said it would need to carry out a risk assessment of the family home to make sure it was suitable for Mrs F to lie in rest at the property prior to the funeral.

The family viewed Mrs F at Co-op's premises during this time. They said that Mrs F's sentimental jewellery had been removed against their express wishes, which Co-op denied.

One family member also became extremely concerned that Mrs F's neck had been "sliced and stapled" while in Co-op's care. Co-op says it investigated immediately and its staff saw no such injury.

Co-op went on to carry out the risk assessment at the family home and says it identified that the door may not be wide enough for Mrs F's casket. It said it warned the family about this but the family insisted Mrs F be brought home. The family says Co-op didn't warn them, and led them to believe there would be no issues. Unfortunately, when staff arrived with Mrs F, the casket wouldn't fit through the door. Staff tried to remove the door but it still didn't fit. The family says Mrs F was left outside for around three hours until a family member arrived and

removed a window to allow the casket to be lifted inside. The family said this was highly distressing and undignified.

The family also said that the staples in Mrs F's neck had been removed and her neck sewn up which they viewed as an attempt by Co-op to conceal what had happened. The family were also unhappy about the size of the coffin and padding they found inside it.

The family complained to Co-op about what had happened. Co-op accepted that it had given incorrect information about Mrs F's location and offered a £150 refund of Mrs F's plan and £100 compensation for any upset caused. Co-op didn't uphold the other parts of the complaint, concluding that:

- It couldn't evidence any special wishes Mrs F had made when she bought her plan.
- It didn't delay taking Mrs F into care, as it had to wait until the right paperwork was received.
- Its vehicles are regularly checked, and its staff are satisfied the car was clean.
- It couldn't evidence a cut or damage to Mrs F's neck.
- Mrs F's jewellery remained on her and were not removed.
- While the casket Mrs F chose is no longer available, the terms of her plan allow for substitutions, and the replacement it provided was a reasonable match. The padding inside was used for hygiene purposes and is standard practice.
- Its funeral directors made every attempt to meet the family's request to bring Mrs F home. It told the family the casket was likely too wide for the doorway, but the family asked Co-op to proceed against Co-op's advice.

The family didn't think this response was fair and so referred the complaint to our Service.

Our Investigator thought it should be upheld. He said that Co-op could have done more to deliver the plan in a respectful and dignified way, and that this had caused a loss of value of Mrs F's plan – in particular in relation to provisions for the care of Mrs F and her family. So, he recommended Co-op refund those provisions, with interest, and return any of Mrs F's personal items or paperwork it still held. But he didn't think there was enough evidence to show that Co-op had damaged Mrs F's body, or that the casket provided was unreasonable.

The family disagreed with our Investigator's outcome. They felt it didn't answer all their concerns and didn't go far enough to put things right. Co-op also didn't agree. It thought its staff had acted reasonably and had done its best to accommodate the family. It placed much of the responsibility on the family for what it viewed as unreasonable behaviour.

As the parties didn't agree with our Investigator's view, the matter came to me to decide. I considered the complaint and issued a provisional decision, explaining why I intended to uphold it to a greater extent than our Investigator. In it, I said:

*"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 but reflects the informal nature of this*

*Service. I want to reassure Mrs F's family and Co-op that I've carefully considered everything they've said and provided.*

*Having done so, I intend to uphold the complaint to a slightly greater extent than our investigator, and for different reasons. I've explained why below.*

*I've focused on the points and evidence I find most relevant. If I haven't commented on a specific point, it's not because I haven't thought about it. Rather, I don't find it changes what I consider to be the right outcome.*

### My powers

*I first need to explain the approach I've used in coming to this decision, and the limits of my power to provide the outcome the family has said it's looking for.*

*Parts of this complaint involve disputed accounts with limited independent evidence to confirm what happened. Where there's disagreement about the facts, as there is here, I have to base my decision on what I think is more likely than not to have happened.*

*I also need to explain that I can't award compensation to the family for any distress they've suffered. This is because our rules only allow me to award compensation like this to "eligible complainants". Mrs F would have been the eligible complainant in her lifetime. Now that she's died, that right has passed to her estate. But it's the family who have experienced the emotional impact, not the estate itself. So, while I recognise how traumatic the family have found this experience, I'm unable to recognise this with compensation.*

*The family have said they'd like a full investigation to uncover the things they believe have gone wrong and for Co-op to be held to account. I think understandably, they'd like answers for what they saw. I should explain that I don't have the power of a regulator – so I can't tell Co-op how to run its business or to change its practices. I also can't trigger broad formal enquiries or cross-examine Co-op's staff.*

*What I can do is consider whether Co-op delivered the services that Mrs F's funeral plan promised. Where it didn't, I can direct Co-op to refund the value of those provisions back to the estate. This is the way I've reviewed this complaint – in line with the powers I have.*

### Care of Mrs F

*Mrs F's plan included a provision for care of the deceased, described as "Bringing your loved one into our care, followed by full care up to the day of the funeral and preparing your loved one as per your wishes." The funeral invoice shows this cost £1,060.*

*Mrs F's family believe Co-op failed to care for Mrs F in several ways. I've considered these below.*

#### *Damage to Mrs F's body while in Co-op's care*

*The family say that Mrs F sustained a large cut to her neck while in Co-op's care, which Co-op stapled and later tried to conceal. The family believes something may have gone wrong during the embalming process and Co-op has tried to cover this up.*

*This is a very serious allegation. While I recognise the deep concern, and how distressing it must be to believe Mrs F's body had been damaged in this way, I would need to see persuasive evidence to uphold this point.*

*There are no available photos of Mrs F's neck that show what the family has described. They've provided a later photo they say shows that the staples were removed and the skin re-sewn. I've reviewed the photo carefully. It's not clear enough to show that an incision or staples were there. In my view, it isn't enough to support the allegation.*

*Co-op has provided the embalming report which didn't record anything unusual. Co-op also says its embalmers don't have the equipment to staple a wound and that multiple staff members viewed Mrs F and saw no injury.*

*I don't doubt the sincerity of the family member who says they witnessed the injury. But based on the available evidence, I cannot safely say that Co-op more likely than not injured Mrs F's body or attempted to conceal this. So, I don't intend to uphold this part of the complaint.*

#### *Issues with Mrs F's jewellery*

*The family says they made clear that Mrs F's jewellery should always remain on and that Co-op removed it despite those wishes. They say the jewellery had deep sentimental and religious significance.*

*Co-op says it didn't remove the jewellery and when staff checked on Mrs F following concern about her neck, the jewellery was on. It says the appearance of the jewellery could have created the impression of a cut to the neck and might explain both issues. The family strongly denies this. Co-op has also provided its internal procedure for handling personal belongings and a log of Mrs F's jewellery being received, and recorded to remain on her.*

*Crucially, neither party has been able to provide evidence from the time to show, definitively, whether the jewellery remained on. I recognise how strongly the family feel about this point, and I've considered their testimony in detail. But this is at odds with testimony from several of Co-op's staff, and there isn't any other evidence to confirm which account is right. Without clearer evidence, I can't say, on balance, that Co-op removed the jewellery or why. So, I don't intend to uphold this point, either.*

#### *Condition of Co-op's collection vehicle*

*The family says the vehicle used to collect Mrs F was dirty and in poor condition. Co-op says its vehicles are cleaned regularly, and it's provided evidence of its typical cleaning process. Co-op says it doesn't keep records of each individual clean, which I don't find unreasonable.*

*As above, the family haven't provided photographs or other evidence from the time to show the vehicle was below an acceptable standard. And, if there were issues with cleanliness, how bad these were.*

*So, I'm not able to say it's more likely than not that the car was in poor condition or review its condition for myself. So, I can't uphold this point.*

#### *Taking Mrs F home*

*Mrs F's funeral invoice included an additional provision that cost £250 for taking Mrs F home prior to the funeral. It's here that I intend to find Co-op has not acted fairly and reasonably.*

*I've thought carefully about what the parties say happened when Mrs F was taken home and the casket wouldn't fit in the door.*

*Crucially, I've seen a copy of Co-op's risk assessment it carried out beforehand. In two places on the document, the staff member was asked to answer 'yes' or 'no' to questions about space limitations and fitting the casket through standard doorways. The staff member wrote "Poss" or "Poss tight fit" instead of confirming 'yes' or 'no'. The form stated that if the answer to any question was 'no', the take-home should be reviewed, additional controls should be put in place, or it shouldn't go ahead.*

*Co-op hasn't provided evidence that it carried out such a review, that the risks identified were discussed with the family, or documented. The family says they weren't informed of the risks. And while I can't confirm either way, Co-op has not shown that any practical steps were arranged in advance to make sure Mrs F could be taken home safely and with dignity.*

*The events on the day suggest the risk occurred exactly as the assessment had indicated it could – which, in my view, calls into question the purpose of the assessment if no steps were taken to mitigate the risk identified.*

*Unfortunately, I think the situation that followed could have been avoided. Co-op could have re-measured the door, discussed other options, confirmed its concerns in writing, or helped the family prepare in advance if removing a window was the only option.*

*I accept the staff who attended on the day tried their best in difficult circumstances. But I find Co-op's decision to proceed with the take-home, despite the clear risk identified, and without any meaningful steps to reduce this risk, meant that the take-home was not delivered with reasonable care and dignity.*

*I think this produced a deeply distressing outcome for the family – having to watch staff try to manoeuvre Mrs F's casket through the door, then the removal of the door to no avail, all while Mrs F was left outside for a long time, and ultimately having to be lifted through the window in full view and with the help of neighbours and relatives.*

*I view this as a very significant failing. I accept that Co-op incurred costs in connection with this, but I consider the service it provided so deficient that the full value of those provisions has been lost.*

*So, I intend to find that the only fair way for Co-op to put this right is to refund the entire cost of the provision for caring for Mrs F and the additional cost of taking Mrs F home before the funeral, to recognise the loss of value.*

### Care of the family

*Mrs F's plan included provision for care of the family, described as support to create a tailored ceremony, including arranging services, documentation and other planning*

help. The invoice shows this provision cost £365 and was separate to the on-the-day funeral costs.

The family has raised several concerns that fall within this provision that I'll address in turn.

#### *Mrs F's special requests*

I've thought carefully about what the family have said about Mrs F and her wishes for her funeral. I've also reviewed the application form completed when the plan was purchased. There were two sections that allowed for customisation. One contained some details, but the second included space for music choices, flowers, hymns, and so on. This was left blank.

As Mrs F was purchasing a bespoke plan, I would have expected this to be filled in. Given the family's consistent testimony about Mrs F's wishes, her planning and attention to detail (including family members who were there), on this point, I find it more likely than not that Mrs F did express wishes that Co-op failed to record or keep.

This omission meant the family were left facing uncertainty and distress when redeeming Mrs F's plan, trying to reconstruct what they thought she would have wanted, and worrying about honouring her wishes. It also contributed significantly to the communication difficulties and tension between the family and Co-op that followed, as evidenced by the recording of the meeting at Co-op's branch where there was significant disagreement and upset expressed. I'm satisfied that this omission caused a significant loss in the value of this plan provision.

Co-op offered a refund of £150 when it accepted it could have communicated more clearly about Mrs F's location. This is around 40% of the value of this plan provision. In the circumstances, I think the fairest outcome is for Co-op to refund the remainder of this provision, to recognise the issue with Mrs F's wishes. So, I intend to tell Co-op to refund this plan provision in full.

#### *Paperwork*

The family has said that Co-op took copies of important paperwork and hasn't given this back.

It isn't clear exactly what paperwork has been taken, what has been returned, and what needs to be returned and isn't simply a copy. Some of this paperwork concerns Mr F's plan, which is not within the scope of my decision here.

I agree with our Investigator on this point, that if Co-op holds any of Mrs F's paperwork – or any other personal items – it should return these to the estate.

#### *Treatment of the family overall*

I'm in no doubt that the relationship between the family and Co-op deteriorated significantly.

The family were distressed, grieving and frustrated. Co-op's staff felt they were treated unfairly, and senior managers were concerned for the safety and wellbeing of their staff.

*There isn't enough reliable evidence for me to determine the exact details of each interaction that's in dispute. Co-op was, however, responsible for providing consistent, professional support to the family.*

*The initial failure with Mrs F's wishes that I've found most likely happened made this considerably harder and contributed to the initial problems and ultimate breakdown in the relationship.*

*As explained above, I can't award compensation to the family personally for this. But, my intended outcome that the care of the family provision was not delivered fairly aims to address the consequences of these shortcomings, within the limits of what I'm able to award.*

### Casket

*Mrs F chose a panelled oak casket with a viewing window. Co-op says caskets with viewing windows are no longer available. Mrs F's plan terms allow Co-op to provide a reasonable alternative if an exact match is no longer available. Co-op provided an oak casket of similar quality and explained how viewing could still be done – which I've seen was achieved.*

*I've considered the family's concerns about the casket's size. Co-op has said its caskets are made to measure and has provided the size of casket, and the family has provided Mrs F's height. I'm satisfied the casket was of a reasonable size, considering the larger style and the need to make sure there was enough room inside. Having seen photos of the casket, I don't think it was excessively large.*

*I accept the family were disappointed, but I'm satisfied the alternative was reasonable and met the plan terms. So, I don't require a refund of the value of the casket.*

### Embalming

*The family were understandably upset by the change in Mrs F's appearance after embalming. I've reviewed the photos they've provided. While I acknowledge their concern, changes in appearance after embalming are not unusual.*

*Co-op received the necessary paperwork on 12 March and completed the embalming around two days later. I haven't seen evidence to show the embalming was unreasonably delayed or carried out inadequately.*

*I therefore consider this provision was delivered as promised, and I don't intend to tell Co-op to refund the cost.*

### Conclusion

*Having considered everything, I'm satisfied Co-op failed to deliver key provisions of Mrs F's funeral plan fairly – in particular the care for Mrs F, care for the family, and taking Mrs F home ahead of the funeral. I find the delivery of these fell far below the standard that Mrs F would have expected, and so I intend to tell Co-op to refund those provisions, with interest.*

*Other provisions, such as the casket and embalming, were delivered in line with the plan and I don't intend to require Co-op to refund those provisions.*

*I recognise that the way I've reviewed this complaint, and the findings I've made on the available evidence, are unlikely to bring Mrs F's family the answers they're looking for, or the closure they would like. However, I'm satisfied that what I intend to award represents fair redress within the limits of my power."*

## **Responses**

Both parties provided comments and evidence in response to my provisional decision, which I've carefully considered and summarised below.

Co-op said it was disappointed with the provisional decision and didn't consider it fairly reflected events. It highlighted that the local branch generally performs well, that its staff acted professionally in difficult circumstances, and that there were learnings, particularly around the take-home process and risk assessment. Co-op said these issues shouldn't outweigh what it considered to be the professionalism and good intentions of its staff. It also said the provisional decision didn't take account of what it viewed as the family's unreasonable behaviour.

In relation to the missing wishes, Co-op said the family's reaction to this was very strong and, from the perspective of its staff, unacceptable due to the level of abuse they experienced. Co-op said a copy of the wishes was later provided by the family and Co-op delivered the funeral in line with them.

Mrs F's estate reiterated their concerns about the service Co-op provided. They disputed the accuracy of Co-op's versions of events. They also disagreed with my provisional findings on the jewellery issue and said a photo showed Mrs F wasn't wearing her jewellery while in Co-op's care.

The estate said they'd spoken to people with experience in the funeral and embalming profession who expressed concern about Co-op's handling of the matter, in particular the embalming of Mrs F. They provided what they described as expert evidence relating to the embalming, including on photographs of Mrs F and the condition of her neck. In response, Co-op provided comments from its senior embalmer, who questioned both the conclusions reached and the qualifications of the person providing the estate's evidence. That person has since retracted their evidence and asked that it not be taken into account.

As both parties have had a chance to review and respond 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.

Having considered the further points and evidence provided by the parties, I've found no reason to change the outcome set out in my provisional decision. I've explained why below, addressing the additional points raised.

### Taking Mrs F home

I accept, as I did provisionally, that Co-op's staff were working in difficult and emotionally charged circumstances and were trying to act in accordance with the family's wishes.

My findings are not a criticism of their efforts on the day of the take-home.

However, my role is to consider whether Co-op acted fairly and reasonably overall. The key issue is not whose idea it was to remove the window, or whether staff were trying to help in the moment. It's that Co-op carried out a risk assessment which identified uncertainty about whether the casket would fit through the front door, yet proceeded without resolving that uncertainty or putting effective controls in place.

In my view, this meant the difficulties that followed were foreseeable consequences of proceeding without resolving the identified risk. Regardless of how the decision to remove the window came about, it was the only remaining way the casket could be brought into the house once the other ways had failed. I remain satisfied that the care of Mrs F and the take-home provision were not delivered with reasonable care and that this caused foreseeable harm to the extent that the value of those provisions was lost, and must be refunded.

### Mrs F's wishes

Co-op's comments about the family's reaction don't change my view. I'm not required and it wouldn't be appropriate for me to make findings about the family's behaviour at a time of grief and distress.

What matters is the impact of the missing wishes on the family's ability to plan Mrs F's funeral with confidence and reassurance. The family has explained how painful it was to try to recreate Mrs F's wishes, particularly given Mr F's serious illness. I'm satisfied that this undermined the family's trust in Co-op and materially reduced the support and reassurance the provision was meant to provide.

Even if some wishes were later found, I remain satisfied that the failure to properly record and retain Mrs F's instructions at the outset, which I've found most likely occurred, meant the provision for the care of the family did not deliver the value Mrs F paid for. I therefore see no reason to change my finding that a refund of the remainder of that provision is fair and reasonable.

### Embalming and damage to Mrs F

I've carefully considered what the estate has said about comments from people with knowledge of embalming. However, it wouldn't be appropriate for me to rely on evidence that has been formally retracted, or on what the estate has said they've been told by others. I've also taken into account that Co-op's senior, qualified embalmer has questioned the legitimacy of that evidence.

In the absence of reliable, qualified evidence on this point, I remain satisfied that there isn't enough for me to say Mrs F's embalming was carried out unreasonably, that her body was unduly damaged in Co-op's care, or that the value of the embalming provision was lost. So, I don't require Co-op to refund this provision.

### Jewellery

The estate has said that a photo shows Mrs F wasn't wearing her jewellery while in Co-op's care. I've reviewed the photo again carefully.

It shows Mrs F lying flat, taken from a low angle, wearing a gown pulled up close to her chin. In my view, the photo doesn't clearly confirm whether or not she was wearing jewellery around her neck at that time.

Given the direct conflict between the parties' accounts, the photo isn't enough for me to conclude, on the balance of probabilities, that Co-op removed the jewellery. So, I haven't

changed my opinion on this point.

### Conclusion

There's no doubt the relationship between the parties broke down irretrievably. Both sides have given strongly held and often contradictory versions of events. In many areas, there's not enough independent evidence for me to determine what happened.

I can't award compensation to the family for poor service or distress, and I can't provide the kind of answers or accountability the family understandably seek. My role is limited to deciding whether Mrs F's funeral plan provisions were delivered as promised – and, where they weren't, what redress is fair and reasonable.

Having considered everything the parties have said in response to my provisional decision, I remain satisfied that my original findings represent a fair and reasonable outcome in all the circumstances. The refunds I now direct Co-op to make appropriately reflect the loss of value of the relevant plan provisions and fall squarely within the limits of my powers.

As such, the findings of my provisional decision, together with my comments here, now form the findings of this, my final decision.

### **Putting things right**

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

- Refund to the estate the cost of the care for Mrs F, care for the family, and taking Mrs F home prior to the funeral provisions. This recognises the loss in value of those provisions, totalling £1,675. If Co-op has already paid the estate the £150 it offered, it should reduce the settlement by this amount.
- In line with our usual approach, set out on our website, Co-op should add to this refund 8% simple interest per year, from the date of Mrs F's death until the date the payment is made. I've determined this as a fair date from which to pay interest, as the redemption of Mrs F's plan – commenced on the date of her death – was when the loss 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 the estate can reclaim the tax from HM Revenue & Customs if appropriate.
- Co-op should also return to the estate any paperwork or personal items belonging to Mrs F.

I cannot direct Co-op to pay its offer of £100 compensation, if this hasn't been paid already. If the estate would like to accept this, they'll need to speak to Co-op directly.

### **My final decision**

I uphold the estate of Mrs F's complaint, in part, and direct Co-op Funeral Plans Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs F to accept or reject my decision before 12 February 2026.

Chris Woolaway  
**Ombudsman**