

## The complaint

Mrs S complains that Golden Leaves Limited misled her when she bought a pre-paid funeral plan for her husband. She says that, if she'd been given the correct information, she wouldn't have bought the plan from Golden Leaves and would like the full cost refunded.

## What happened

In January 2025, Mrs S bought a pre-paid funeral plan from Golden Leaves for her husband. The plan cost £1,499 and was paid for in full. It was an unattended cremation plan.

Mrs S says that, at the point of sale, she asked Golden Leaves whether she would be told the date of the cremation in advance, because she wanted to hold a celebration of life on the same day. She says Golden Leaves told her she could be informed of the date in advance.

Around six months later, Mrs S's husband sadly died and was taken into Golden Leaves' care. When Mrs S hadn't been given a date after some time, she contacted the crematorium to find out what was happening. Sadly, she was distressed to learn that her husband had been cremated two weeks earlier.

Mrs S complained to Golden Leaves. She said it had misled her about telling her the date in advance, and so the plan had been mis-sold because the date was the main reason she chose to go ahead with Golden Leaves.

Golden Leaves didn't uphold the complaint. It said Mrs S had bought an unattended cremation plan and families aren't told the date of cremation with these plans. It said it had listened to the relevant calls and couldn't find anything to show she'd been told otherwise. Mrs S then provided an email she'd received from Golden Leaves' adviser at the time of sale. This confirmed that she'd been told the family can know when the cremation would take place. Golden Leaves accepted it had given Mrs S incorrect information. It thought that if Mrs S had known the truth she would likely have chosen a similar plan from another provider that was £104 cheaper. So, to put things right, it offered to refund Mrs S £104.

Mrs S didn't accept this and referred the complaint to our Service. Our investigator thought the complaint should be upheld in part. She agreed Mrs S had been given the wrong information, but she couldn't be sure which alternative plan Mrs S would have chosen if she'd been given the right information. She didn't think refunding the difference in cost between plans was fair. Instead, she recommended Golden Leaves pay Mrs S £250 in compensation for the distress caused.

Golden Leaves accepted the investigator's recommendation. Mrs S didn't. She said knowing the cremation date in advance was the only reason she chose Golden Leaves, and that she would have bought a plan from another provider if she'd known she couldn't have that. She also said it wasn't fair for Golden Leaves to keep her money and wanted to make sure this didn't happen to other customers.

As Mrs S didn't agree, the complaint was passed to me. I issued a provisional decision explaining why I intended to award further compensation. I said:

*"I've provisionally decided to uphold the complaint. Golden Leaves has accepted it gave Mrs S incorrect information at the time of sale, and I agree. The remaining question is how to put things right in a fair and reasonable way.*

*First I think it's important to recognise how distressing this situation must have been for Mrs S. She purchased the plan at a very difficult time while her husband was ill. She intended to honour his life in a way that mattered to her. Learning that the cremation had already taken place, when she believed she would be told the date in advance, would have come as a shock and caused significant upset. I can also see how this would have overshadowed the celebration of her husband's life that she had hoped to hold. This loss of opportunity would have added to her distress. I've kept this all firmly in mind.*

*Golden Leaves accepts it told Mrs S she could know the cremation date in advance, and that this was wrong. I'm satisfied Mrs S relied on that information when deciding which provider to buy from. However, that doesn't mean it would be fair for Mrs S to receive a full refund.*

*The evidence shows Mrs S always intended to buy a plan, and to spend a similar amount of money doing so. Her concern wasn't whether to buy a plan at all, it was which provider to buy from. If she'd been given the correct information she would still have bought a plan, just not from Golden Leaves. In those circumstances, the incorrect information didn't cause her to part with money she otherwise would have kept. But it did impact her choice of provider.*

*For that reason, I don't think it would be fair to require Golden Leaves to refund the full cost of the plan. Doing so would place Mrs S, financially speaking, in a better position than she would likely have been in if she'd known the correct information at the time.*

*I've also considered Golden Leaves' offer to refund £104. Golden Leaves said that this was the difference in price between the plan Mrs S purchased and a similar plan from another provider she was considering at the time.*

*I don't think that focusing on a speculative price difference fairly captures what went wrong. I haven't seen clear evidence about which plan Mrs S would definitely have chosen, and in any event the harm here wasn't about price. It was about relying on incorrect information and then experiencing real distress when that information turned out to be wrong.*

*For that reason, I agree with our investigator that the fair and reasonable outcome is for Golden Leaves to pay compensation for the distress caused, rather than to unwind the plan or adjust it by reference to price.*

*I recognise that Golden Leaves did deliver the plan Mrs S purchased. The evidence also shows the error was a genuine mistake on the part of the sales adviser, However, the error still had a serious impact on Mrs W.*

*I've listened to the call she had with Golden Leaves and I'm satisfied she was deeply upset and distressed by what happened. This also came at a time when Mrs S was facing the tragic loss of her husband.*

*While I agree with our investigator that compensation is due, I don't think £250 represents a fair amount in the circumstances. Considering the distress caused and the impact on the celebration of life event Mrs S cannot re-live, I think £450 is a fair amount. So, that is what I intend to award to Mrs S.*

*Mrs S has said Golden Leaves still secured her sale and has benefited from the situation. I understand why she feels that way. But, as I've explained above, I'm satisfied Mrs S would always have bought a funeral plan and would have spent around the same amount doing so. Golden Leaves also delivered the services required under the plan and incurred costs doing so. Therefore, I don't think it would fair to require Golden Leaves to refund money paid simply because it remained the provider.*

*Mrs S has also said she wants to make sure this doesn't happen to other customers. I understand the concern. I should explain that our role is to resolve individual complaints and provide redress where appropriate. We're not a regulator, and we don't oversee wider business practice. However, decisions like this do highlight where things have gone wrong, and firms are expected to take these findings into account when reviewing how they operate."*

## **Responses**

Golden Leaves has confirmed it accepts my provisional decision.

Mrs S has said she thinks Golden Leaves should refund part of the plan cost. She says being told the cremation date in advance was the most important part of the service to her, and that around a quarter of the plan value should therefore be refunded. She's also raised concerns about the location of the cremation and about how Golden Leaves treated her when she complained.

I've carefully considered everything Mrs S has said in response to my provisional decision. I'm grateful to her for taking the time to explain her position, and I recognise how difficult it must be to revisit what happened.

As both parties have responded 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 reviewed the matter again in light of the responses. My conclusions haven't changed.

I understand why Mrs S feels that a significant part of what she valued most wasn't delivered. Being told the cremation date in advance clearly mattered deeply to her. But that feature wasn't part of the contractual benefits of the plan she bought. Golden Leaves delivered the core provisions of the plan as set out in the funeral plan contract.

The incorrect information Golden Leaves gave didn't reduce the objective value of the plan. It didn't mean Mrs S paid for a contractual service she didn't receive. Rather, it meant she relied on inaccurate information and suffered significant distress as a result.

That's why I don't think refunding a proportion of the plan cost is the right way to put things right. Reducing the price by a quarter would effectively treat part of the plan as undelivered, when in fact the contracted services were provided. The harm caused here lies in the misinformation given and its emotional impact on Mrs S.

I've also considered Mrs S's point about the cremation taking place 40 minutes away rather than locally. I understand why that added to her sense of things not going as expected.

However, I haven't seen evidence that this issue itself caused undue inconvenience or financial loss. Even so, I've taken it into account as part of the overall context and impact.

Mrs S has also said Golden Leaves made her feel as though it didn't care when she raised her concerns. I've re-listened to the relevant calls. I don't think the staff acted rudely or unreasonably. However, I do accept that the overall tone of Golden Leaves' response, including the absence of an apology in its subsequent complaint letter, would reasonably have left Mrs S feeling unheard. That forms part of the distress I've taken into account.

Taking everything together, I remain satisfied that £450 compensation in total fairly reflects the impact on Mrs S. At the same time, this is balanced against the fact that the core service contract that Mrs S bought was delivered.

I appreciate this amount doesn't go as far as Mrs S would like. But I hope she can take some reassurance from the fact that someone independent has carefully reviewed what happened and recognised the impact it had on her.

I've reviewed the matter again and my opinion hasn't changed. So, the findings of my provisional decision and my additional comments here are now the findings of this, my final decision.

### **Putting things right**

To resolve the complaint, I require Golden Leaves to pay Mrs S a total of £450 of compensation for distress and inconvenience, if it hasn't done so already.

### **My final decision**

For the reasons given, I uphold Mrs S's complaint about Golden Leaves Limited and direct it to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 24 March 2026.

Chris Woolaway  
**Ombudsman**