

The complaint

Mr and Mrs S have complained – on behalf of Mr S's late mother's estate – about how Co-op Funeral Plans Limited dealt with arranging her funeral.

What happened

Mr S's mother – whom I'll call M, to distinguish her from her daughter in law – died in early 2023. Many years before her death, M had purchased a funeral bond from Co-op to cover the cost of her funeral when the need arose.

Mr and Mrs S contacted the funeral director from whom M had bought the bond. They collected M and made an appointment for a few days later for Mr and Mrs S to make the funeral arrangements.

At the appointment, Mr and Mrs S handed over the bond. The funeral directors said it didn't relate to a Co-op product and couldn't be used for payment. Mr and Mrs S were very distressed by this, and by the fact they felt the funeral directors were implying they were trying to use the bond fraudulently. So they left the meeting.

Mr and Mrs S contacted Co-op's head office. The head office confirmed the bond was valid and took further details. Mr and Mrs S provided these and also raised a complaint about how they'd been treated.

Mr and Mrs S called the head office again the following day. They were told that, notwithstanding what the funeral director had said about the bond, they'd started the redemption process. Mr and Mrs S weren't happy about this, because their experience meant they didn't want that funeral director to deal with M's funeral. Co-op arranged for the bond to be transferred to another funeral director, who conducted M's funeral.

Co-op sent Mr and Mrs S a written response to their complaint. They said M's bond was an old plan – but that the funeral directors could easily have confirmed it was valid by calling them. They offered Mr and Mrs S £100 compensation for this. In response to an additional complaint raised about starting the redemption, Co-op said this was the right thing to do to ascertain the plan was valid.

Mr and Mrs S weren't satisfied with Co-op's response and brought the complaint to our service. Our investigator confirmed that we can only make an award to the person our rules say is an "*eligible complainant*". She said the eligible complainant in this case is M's estate. So she couldn't comment on the compensation Co-op had offered Mr and Mrs S because we have no power to award them any redress in their personal capacities - despite the obvious upset they'd been caused.

The investigator did explain she could consider whether what had happened had reduced the value of the plan M had bought. But, having done that, she couldn't say this had happened here as the services paid for had been carried out in line with the plan M had selected.

Mr and Mrs S didn't agree with our investigator's view. So I've been asked 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 not upholding the complaint Mr and Mrs S have made on behalf of M's estate. I'll explain why.

It's clear from everything I've read that Mr and Mrs S were extremely upset by their experience and that it made a very difficult time even more distressing. It's not my intention to downplay that in any way. But, as our investigator has explained, we can only look at the complaints we're permitted to by the Dispute Resolution: (Complaints) ("DISP") section of the FCA Handbook.

DISP says we can only consider a complaint that is made an eligible complaint. The eligible complainant in this case is M's estate. So we can only award redress (if we consider it appropriate) to M's estate – not to Mr and Mrs S personally.

Nor can I address the issue of delay raised by Mr and Mrs S in their response to the investigator's view. DISP limits our jurisdiction to considering complaints where the business complained of has first had the opportunity to respond itself. I can't see that's the case here. So, if Mr and Mrs S want to pursue that issue, they will need to do so by way of a separate complaint to Co-op.

I can see our investigator also explained that we could consider whether the value of the plan M bought had been diminished. However, she concluded that it hadn't been in this instance. Mr and Mrs S say that it was diminished, because the plan wasn't only sold as a product to pay the costs of the funeral, but also to reduce the emotional and financial burden on families at a difficult time.

I've thought carefully about this. Mr and Mrs S appear to have based their position on Co-op's marketing material from the time M bought the policy. I appreciate why they've done that. But the marketing material doesn't set out what the plan covered.

I can only say the value of the plan has been diminished if not all of what M bought was covered. And I have to bear in mind that the plan was purchased over 20 years before M died. It's inevitable that a business such as Co-op will change what it offers its customers over that period. And that means it's likely that some changes to the detail of the plan will have to happen to deliver a funeral.

Neither party has been able to provide me with the details of what M bought over 20 years ago. Given the passage of time, I don't think that's unreasonable. Co-op have confirmed that, in these circumstances, they provide a funeral in line with their current "Silver plan".

A summary of what's provided in the Silver plan is available on Co-op's website. I've not seen anything which leads me to conclude the plan wasn't delivered in line with those terms. Mr and Mrs S have alluded to this causing difficulties. But they've also said these difficulties were overcome.

I appreciate Mr and Mrs S have said M bought a plan so that everything was sorted out. I don't dispute that was the case. But that doesn't always guarantee that nothing untoward will happen. From what Mr and Mrs S have told us, I'm satisfied that Co-op did what was

needed to provide M with a funeral equivalent to the one she planned when she bought her bond.

Mr and Mrs S have suggested there was some impropriety in the funeral directors starting the redemption of the bond. Co-op have said that was the right course of action. It's not my role to judge whether the funeral directors followed the right process – it's to look at how Co-op handled the complaint. While I accept Mr and Mrs S have expressed reservations, I'm satisfied that they addressed this point within that complaints handling process – and did so within the eight weeks DISP allows businesses to respond.

I'm sorry Mr and Mrs S were upset by how they were treated by the funeral directors. It's open to them to pursue those concerns further if they wish to by contacting the National Association of Funeral Directors (NAFD). But, for the reasons I've explained, I don't think Co-op need to do anything further to resolve their complaint.

My final decision

For the reasons I've explained, I'm not upholding the complaint Mr and Mrs S have made on behalf of M's estate about Co-op Funeral Plans Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs S to accept or reject my decision before 2 August 2023.

Helen Stacey
Ombudsman