

The complaint

Mrs H complains that Golden Leaves Ltd mis-sold her a funeral plan.

What happened

To summarise, in April 2022, Mrs H bought a Golden Leaves Silver funeral plan. The plan was sold by a third party and Mrs H chose to pay for it over 12 months. Overall, her plan cost £3594.

Mrs H wants to be buried. She says she was told the plan she bought was the one that best met her requirements and she understood that her plan included all the costs associated with a burial – for example, that of a burial plot and grave diggers.

Mrs H subsequently received some documentation from Golden Leaves which caused her to question whether her plan did include everything she thought it should. In March 2024, Mrs H contacted Golden Leaves. It said her plan included an allowance for disbursements which could be used towards the costs of a burial. But it explained it didn't purchase graves because costs varied and a grave usually needed to be owned by the plan purchaser or family. It also referred to a welcome call in April 2022, which, it said, would've clarified Mrs H's plan details.

Mrs H complained, but Golden Leaves maintained its stance. So Mrs H brought her complaint to the Financial Ombudsman Service. Our investigator didn't uphold the complaint. She thought Golden Leaves had acted fairly in making the post-sale call to check Mrs H was happy with what she'd bought and then sending her full plan documentation.

Mrs H disagreed, so the complaint 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.

Having done so, I'm not upholding this complaint. I recognise my decision will disappoint Mrs H and I'm sorry about that. I'll explain my reasons, focusing on the key points and evidence I consider material to my decision.

Golden Leaves didn't sell Mrs H her plan. It was arranged by a third party and Golden Leaves says sales calls weren't recorded at the time. So the only evidence of what took place at the sale is that provided by Mrs H. And Mrs H says she was clear she wanted a burial and her firm understanding was that the cost of her plan included everything.

Mrs H's plan was sold before the sale and administration of pre-paid funeral plans became subject to compulsory regulation by the Financial Conduct Authority. But Golden Leaves was a member of the Funeral Planning Authority – a voluntary regulator. The code of practice in

place at the time says that Golden Leaves should've provided Mrs H with a plan summary and a key features document that sets out the services covered by the plan and those that are excluded. So I've considered Mrs H's complaint in light of these stipulations.

After being notified of a new sale, it was Golden Leaves' practice to make a welcome call to customers, to go over the plan details and confirm cost and payment arrangements. Mrs H received her call later in April 2022. The agent checked Mrs H had opted for a Silver plan and burial, then said:

So I'm just going to clarify what this includes for you, ok. So it guarantees the funeral directors fees. Included are the professional services of the funeral director, chapel of rest for family and friends to visit, hearse to meet the mourners and a basic coffin. And it gives you a contribution towards your cemetery and minister's fees.

The agent also confirms the payment terms and cost per month, asks Mrs H if she has any questions and whether she's happy for Golden Leaves to go ahead with her plan that day. Mrs H says that she is, *as long as everything stands of what I've been told*. The agent also confirms the cancellation terms and invites Mrs H to call if there's anything Golden Leaves can help with. At the end of the conversation, the agent tells Mrs H about the documents she'll receive and Mrs H says:

Yes, so obviously I will review what you put through....yes that's fine as long as everything stands, the same as what I've been told, that's right, not a problem.

Having listened to this conversation I'm mindful that the agent and Mrs H may have been talking at cross-purposes, with the agent seeking Mrs H's confirm to what she'd actually bought and Mrs H agreeing, believing all was as she understood it from the sales call.

Mrs H subsequently received her plan documentation – a plan summary, key features document and full terms. I've looked carefully at these documents. Section 6 of the key features document - *What if you prefer a burial?* - includes a section of particular relevance to Mrs H's situation. It says:

All Golden Leaves plans are based around the provision of a cremation and not a burial. If you would prefer a burial, then Golden Leaves will provide a contribution towards the cost of your burial fees. The additional cost for this plus any further costs that are associated with the provision of a memorial headstone, gravedigger fees etc. will need to be met by your family or estate. * This amount will be in line with the national average cost of cremation fees.*

Additionally, the two-page funeral plan document sets out, in sections, the basic content of the plan contract. On the first page, under plan details, it confirms that Mrs H has bought the Silver plan. The key features documents specifies what the Silver plan includes. In a sub-section called further notes, it says:

- *Grave purchase not included within plan cost.*
- *Grave Diggers not included within plan cost.*
- *Church fees not included within plan cost.*
- *To be paid by the Next of Kin at the time of need*

On the second page, the invoice sets out the services included in the FROM50 Silver Plan. It tells Mrs H that there's an allocation towards disbursements of £1100. It states:

Golden Leaves Disbursement contribution - i.e. Burial & Minister's fees

I think these documents make it clear that Mrs H's plan includes an allowance for her burial costs, but not the purchase of a grave or guarantee to cover all burial costs at the time of need.

Mrs H had the opportunity to review her plan documentation and clarify its content at an early stage. I don't doubt Mrs H left the sales call with the third party agent under the genuine belief that the cost of her plan included everything. But in thinking about the information Golden Leaves provided after the sale, I'm satisfied it was clear. So I'm not going to ask it to do anything more in respect of this complaint.

Once again, I'm sorry to send unwelcome news to Mrs H.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 31 July 2024.

Jo Chilvers
Ombudsman