

FAS Case Studies (selection from July 2009 until December 2009)

Case Study 11

The Customer (“C”) had visited her late baby-daughter together with her family at the Funeral Directors’ (“F”) premises and placed several items in the coffin, including an envelope containing a very private letter and also several photographs. C claimed that she had closed the envelope by folding the flap inside it and that the photographs were placed opposite the envelope, facing her child. C asserted that when she returned to visit the following day, the envelope’s flap was turned out and the photographs had been arranged differently. C claimed that F’s staff had read the private letter and changed the order of the photographs.

F submitted that they had made every effort to establish what had happened between C placing the items in the coffin and her visit the following day. F was certain that no member of staff had opened the envelope or read the letter or looked at the photographs. However, F wished to return the full costs of the funeral (£1102.28) to C because F failed to alleviate C’s distress.

The dispute was resolved as follows: F made no concession of culpability regarding the circumstances of this case. However, F wished to assist C in finding closure in her bereavement and paid the total sum of £1802.28 to C (the cost of the funeral plus an ex gratia payment of £700.00).

Case Study 12

The Customer (“C”) claimed that the overall level of service from the Funeral Directors (“F”) was poor. Following C’s early complaint, another member of staff was put in charge of the funeral arrangements. The ‘new’ funeral director did not call C prior to the funeral to check the arrangements and did not introduce himself on the day of the funeral. C claimed that there were no checks done before, during or after the service. C had requested that the service be recorded. This was forgotten. The recording of the service was to be an important comfort for C’s bereaved mother and contained some very special memories, which were lost.

F claimed that the omitted recording was the crematorium’s fault. The crematorium had admitted liability and apologised for its mistake.

C rejected this argument because he had not had any direct dealing with the crematorium at any point, but paid a considerable amount of money to F. C claimed that it was F’s responsibility to ensure that the service was recorded as requested.

The case settled as follows: F waived £500.00 as a gesture of goodwill, but without admission of liability.

Case Study 13

The Customer (“C”) claimed that the Funeral Directors (“F”) took 9 days to place the announcement in the local paper and therefore C had to field unnecessary telephone

calls requesting information on the funeral. On the morning of the funeral, the funeral arranger informed C that she would be unable to conduct the funeral, but that a thorough handover would take place. C claimed that no handover was carried out.

The 'new' funeral director did not know that there was an order of service and had not brought the order of service sheets. The congregation had to wait 25 minutes for the order of service sheets to be delivered. It was only then that the funeral director tested the supplied CD on the chapel's CD player. Although the CD had been successfully tested on six CD-players, it did not play on the CD-player supplied on the day of the funeral. C decided to move her car to the front of the chapel and play the CD in the car, but F was quicker and started to play marching music without consulting C.

C found the funeral hugely embarrassing and humiliating and it caused her many sleepless nights. F did not contact C after the funeral as promised and its initial low offer of £250.00 infuriated C further. C claimed a 50% reduction on the final invoice.

F admitted the mistakes claimed by C and apologised for the upset and inconvenience hereby caused. F offered to waive its professional service fee of £770.00, but refused to increase this offer.

The conciliator recommended F to waive £1113.67 and C to pay the remaining amount of £1113.67 without delay. The conciliation failed.

Case Study 14

The Customer ("C") claimed that the Funeral Directors ("F") failed to carry out C's request to embalm her mother for viewing in church. C requested a full refund of the monies paid to F and intended to give most of this sum to charity.

F admitted that they failed to carry out the request to embalm the deceased and agreed to refund the full amount of £4034.00 to C.

Case Study 15

The Customer ("C") claimed that at the initial meeting she agreed with the Funeral Directors ("F") that one of their staff would contact the Lawnswood Arms the following day to book the venue and obtain three menus to choose from and a pricelist and then get back to C. F failed to do this although C reminded F about this issue several times.

The relevant member of staff was away for a few days and returned on the day prior to the funeral. F seemed to think that the arrangements could be made one day prior to the funeral. However, C's daughter had booked the venue in the meantime.

C wished to see her mother one last time to say goodbye. F promised to check the deceased's condition and inform C if a visit was advisable. It was the day before the funeral, but F never called C back and therefore C lost the chance to visit her mother prior to the funeral.

F apologised for the distress caused. Following conciliation, F agreed to waive £500.00, which C accepted in order to settle the dispute.