

# Funeral Plan Terms and Conditions

including Guaranteed Disbursements

## 1. General

Ecclesiastical Planning Services Limited ('us', 'we' or 'our') operate the Funeral Plan (the 'Plan'). The Plan allows you to arrange and make financial provision for your own or another's funeral before death occurs. These Terms and Conditions apply to the Plan and form a binding contract between you and us along with the Application Form. In these Terms and Conditions:

'Application Form' is the form you complete when applying for the Plan;

'Certificate of Entitlement' is the certificate provided to you by us confirming that you hold the Plan;

'Charges' means the charges for the Plan agreed to by you on signature of your Application Form;

'Management Fee' means the amount specified as such on the Application Form;

'Plan Value' is the value of the funds held in the Plan; and

'you' or 'your' is the holder and/or beneficiary of the Plan or your personal representative (as applicable).

## 2. Taking out a funeral plan

- 2.1 You choose the style, cost and type of funeral required and apply for a Plan by completing and sending the Application Form to us with payment of the Charges.
- 2.2 By sending an Application Form and payment of the Charges, you confirm that the information in the Application Form is correct, you accept these Terms and Conditions and that you wish to enter into a binding contract with us to provide you with the Plan.
- 2.3 If we accept your application (and we reserve the right not to) we will send you a Certificate of Entitlement confirming your Plan. Our acceptance of your Application Form forms the binding contract between you and us.
- 2.4 Keep your Certificate of Entitlement in a safe place as it will be needed when making funeral arrangements. We recommend that you let your next of kin know where you keep your Certificate of Entitlement.
- 2.5 If you lose your Certificate of Entitlement, or other relevant papers, you can obtain copies from us, however we may charge for replacement.

## 3. Your funeral plan

- 3.1 We will provide the items and services set out in your Application Form and any accompanying

plan details subject to the provisions in these Terms and Conditions. Any upgrades or extra services that you ask for or need (for example, if you die abroad) will be charged to your personal representatives by the funeral director. In such cases we will carry out our obligations under the Plan as far as possible as long as your personal representatives have confirmed their liability for any extra expense.

- 3.2 Your Plan may include an allowance towards third party charges. Third party charges are all external payments which are outside the control of the funeral director. Provided that the funeral is conducted by the funeral director specified in your Application Form your Plan will cover the third party charges detailed in your Application Form in full.
  - 3.3 If your Plan does not include an allowance towards third party charges these must be paid in full when the funeral is carried out.
  - 3.4 If you die overseas and are repatriated to the UK we will carry out our obligations under the Plan. If you are not repatriated the Plan will be cancelled and you will be refunded as if you had cancelled under Clause 7.2.
  - 3.5 You can make changes to your Plan at any time after full payment. You may need to pay more if you upgrade your Plan or include extra products or services. We will tell you of any extra costs or refer you to the funeral director.
  - 3.6 We will not be liable to arrange or pay for a funeral unless the Certificate of Entitlement is produced and the funeral is carried out by a funeral director as specified in Clause 4.
- ## 4. The funeral director
- 4.1 The funeral director appointed when you submitted your Application Form will normally conduct your funeral.
  - 4.2 If you move to a different area we will help you find an alternative funeral director to conduct the funeral. You may be required to pay an additional sum when local costs are more expensive in the area you have moved to.
  - 4.3 We will also help you find an alternative funeral director to conduct the funeral should the appointed funeral director cease to trade before your funeral has been conducted. In such cases we will try to appoint another funeral director without asking for an additional payment from you although we cannot guarantee this.

- 4.4 With reference to Clauses 4.2 and 4.3, if we cannot appoint an alternative funeral director we will pay the Plan Value at the time of death to a funeral director that is chosen by you or your personal representatives. In this case the funeral director may request an additional payment from you or your personal representatives.
- 5. The service**
- 5.1 Any details provided in the Plan literature are designed to give a general description of the services and goods to be supplied. We will not be liable for any change in specification but goods and services will be of an equivalent quality and suitability.
- 5.2 The appointed funeral director will carry out the funeral in line with recognised best practice and to the highest standards in accordance with a recognised industry Code of Practice.
- 5.3 Third parties will provide some of the services detailed in the Plan (e.g. a crematorium). While we (via the funeral director) will use all due care in the use of such services we cannot accept responsibility for any failure by such third parties to meet any particular standard.
- 6. Funeral plan funds**
- 6.1 The Charges (other than the Management Fee) will be used to buy a whole of life assurance policy. The whole of life assurance policy will be owned by us for the purpose of providing the funeral. The Plan ensures that the funds will be available to pay the funeral director without further recourse to you or your personal representatives (subject to the provision of these Terms and Conditions). We will effect the whole of life assurance policy with a life assurance company that is authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and the Financial Conduct Authority.
- 6.2 By holding the funds in a whole of life assurance policy the Plan meets the requirements of Article 60(1) (a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- 7. Right to cancel and refunds**
- 7.1 You may cancel the Plan within 30 calendar days of signing the Application Form. We will refund all payments made to us in full. This does not affect any applicable statutory consumer rights.
- 7.2 If you cancel the Plan after 30 days, the amount of refund payable will be all payments made by you to us less the Management Fee as specified in your Application Form.
- 7.3 Once a Plan is cancelled, we will have no liability under these Terms and Conditions.
- 7.4 You may only cancel your Plan by writing to us at the address below.
- 8. Other**
- 8.1 At present, in the United Kingdom, the costs of providing a funeral are not subject to Value Added Tax (VAT). If VAT becomes payable on funeral expenses we reserve the right to recover this cost from you or your personal representatives.
- 8.2 The Plan is personal to you and cannot be transferred.
- 8.3 We will send any correspondence to whoever has been selected to receive it at the address shown on the Application Form, unless a change of address has been notified to us.
- 8.4 You must notify us if you change your usual place of residence.
- 8.5 These Terms and Conditions are subject to English law and you and we submit to the exclusive jurisdiction of the Courts of England and Wales for the resolution of any dispute arising from them.
- 8.6 We reserve the right to change the Terms and Conditions from time to time, for example if VAT rules change. We will notify you of any changes that affect you.
- 9. Complaints**
- 9.1 If you have any complaint regarding the quality of the service or the items supplied in connection with a Plan, you must contact the appointed funeral director and send a copy to us at the address below.
- 9.2 If you have a complaint about us, please contact us on 0800 633 5626 and we will deal with the complaint under our written complaints procedure. If we cannot resolve your complaint you may then refer it to The Funeral Planning Authority by calling 0845 601 9619. We are a Registered Provider of Funeral Plans and comply with the Rules and Code of Practice of the Authority. [www.funeralplanningauthority.co.uk](http://www.funeralplanningauthority.co.uk).

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