

Funeral Plan Terms & Conditions

Definitions

'Activation' The day your 'Purchase Agreement Form' has been reviewed and approved by us in order to issue you with a 'Certificate of Entitlement'. The date of Activation can be found in the Certificate of Entitlement.

'Additional Products & Services' Additional products & services identified in the Purchase Agreement Form and Additional Services Forms. Upon Redemption, these fees will be charged at the prevailing rate at the time of Redemption.

'Additional Services Form' Any additional Terms agreed between you and us varying or supplementing the Funeral Plan that must be recorded in an additional services form.

'Certificate of Entitlement' The certificate provided to you by us confirming that the Covered Individual has a Choice Funeral Plan.

'Choice' The brand name of the Funeral Plan product provided by us.

'Choice Funeral Plan Fees' The fees for the Funeral Plan as identified in the Purchase Agreement Form.

'Covered Individual' The individual(s) identified in the Purchase Agreement Form whose funeral is provided for in accordance with these Terms.

'Fail' means the appointment of a liquidator, receiver, administrator, special administrator or trustee in bankruptcy, or any equivalent procedure in any relevant jurisdiction in relation to us.

'Financial Conduct Authority' means the Financial Conduct Authority or any successor body.

'FSCS' means the Financial Services Compensation Scheme.

'Funeral Partners' is an appointed representative of us.

'Funeral Plan' The funeral product which you have purchased and is governed by these Terms, which will either be Choice Essentials or Choice Plus (as identified in the Purchase Agreement Form).

'Insurer' Ecclesiastical Life Limited, with company number 00243111 and registered office at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester GL3 4AW, which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority with firm reference number 110318.

'Nominated Funeral Director' The Funeral Director or funeral home identified in the Purchase Agreement Form that will provide the funeral service in accordance with the Funeral Plan.

'Nominated Representative' The individual identified in the Purchase Agreement Form who you may choose to inform about the existence of the Funeral Plan and who may act on your behalf.

'Personal Requests' The wishes that you have stipulated in the Purchase Agreement Form and Additional Services Forms on behalf of the Covered Individual which you request to be carried out as part of the funeral service.

'Purchase Agreement Form' The form you complete and sign when applying for the Funeral Plan.

'Redemption' / 'Redeemed' The point at which a death certificate, or Certificate for Burial or Cremation (GR021 in Northern Ireland) has been accepted by us.

'Third Party Fees' The fees that need to be paid at or before Redemption in order for the funeral to take place. These fees will be charged at the prevailing rate at the time of Redemption.

'Voluntary Contributions' Financial contributions which you choose to make towards Third Party Fees and/or Additional Products & Services.

'we' 'us' 'our' Means Alternative Planning Company Limited trading as Choice Funeral Plans, with company number 08635411 and registered office at 80 Mount Street, Nottingham, NG1 6HH. We are a Funeral Plan provider that is authorised and regulated by the FCA with firm reference number 965282. Our details can be verified by visiting the Financial Services Register at register.fca.org.uk or by contacting the FCA on 0800 111 6768.

'you' 'your' The individual who signs the Purchase Agreement Form and has bought the Funeral Plan for the Covered Individual. You must be aged 18 or over at the time of purchase.

General

The Terms on which we provide your Funeral Plan start on Activation and are included in these Terms, the Funeral Plan Summary, Nominated Representative Document, Instalment Payment Form, Certificate of Entitlement, Purchase Agreement Form and any Additional Services Forms ('Terms'). These Terms are between you and us and, if you purchase

a Funeral Plan via Funeral Partners, these Terms are also with Funeral Partners. No other person (except the Nominated Representative) shall have any rights to enforce any of these Terms. **Read these Terms carefully.** If you do not agree with these Terms you must cancel them in accordance with the section headed 'Cancellation' below.

We may transfer, assign, sub-contract, charge or otherwise deal in any other manner with all or any of our rights or obligations under this Agreement without your prior written consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

These Terms are governed by English law and you can bring legal proceedings in England or in the court of the country that you reside in if you reside in Wales, Scotland or Northern Ireland. These Terms and all communications between us will be in English.

Funeral Partners

Where you purchase a Funeral Plan via Funeral Partners, Funeral Partners acts as intermediary (distributor) and we act as provider. Funeral Partners always acts on our behalf when distributing Funeral Plans and only distributes Funeral Plans provided by us. If you make any payment in cash to Funeral Partners, Funeral Partners will accept the payment as our agent, and we will be deemed to receive the payment at the point that you pay Funeral Partners. Neither we, nor Funeral Partners, provide a personal recommendation about any products we offer. Funeral Partners and we have a parent company, Funeral Services Partnership Limited, that holds 10% or more of the voting rights or capital in both of us.

Nominated Funeral Director

Funeral Partners is likely to be your Nominated Funeral Director if you purchased the Funeral Plan through them. You must nominate a Funeral Director to provide the funeral services from a list which is controlled by us within 20 days of Activation. After this, and within 30 days of Activation, we may nominate a Funeral Director on your behalf. If you and we cannot agree a Nominated Funeral Director within this 30 day period, you or we may cancel the Funeral Plan. If we nominate a Funeral Director on your behalf within the 30 day period, you will have 7 days to cancel the Funeral Plan starting from the day we nominated. In the event that the Nominated Funeral Director is no longer available at any point prior to the Funeral Plan being Redeemed, we will work with you or appropriate representatives of the Covered Individual in order to nominate an alternative Funeral Director to carry out the Funeral Plan. We will provide you (and your Nominated Representative, unless you did not nominate a representative) with a summary of the Funeral Plan including the name, address and contact details of the Nominated Funeral Director within 2 business days of making the arrangements with the Nominated Funeral Director.

Inclusions

The Purchase Agreement Form identifies if you have chosen the Choice Essentials or Choice Plus Funeral Plan and, in the case where two Covered Individuals are named, whether the Funeral Plan applies on the death of the first or second Covered Individual. The Choice Essentials Funeral Plan includes the following services and charges ('Funeral Director Services') as standard on Redemption:

- Assisting with legal and administrative arrangements
- Help with arranging the funeral
- An online memorial tribute webpage, including the ability to enable charitable donations
- Collecting the Covered Individual from their place of death (or other location) within a 25-mile radius of the Nominated Funeral Director
- Care and preparation of the Covered Individual before the funeral in professional facilities
- Use of the Nominated Funeral Director's Chapel of Rest, or private Rest Room in order to spend time with the Covered Individual during the Nominated Funeral Director's opening hours
- A hearse to convey the Covered Individual to the place of service, crematorium or cemetery (within 25-miles of the Nominated Funeral Director), Funeral Director and up to four pall bearers
- An oak-effect foil veneered coffin

The Choice Plus Funeral Plan includes the Funeral Director Services and will also include:

- Professional embalming of the Covered Individual
- A chauffeured limousine for up to six passengers

On Redemption, there will be no refunds for any unused Funeral Director Services.

Exclusions

There may be charges for other items at Redemption that are not included in the Funeral Plan, which includes, but may not be limited to, the following items that are excluded from the Choice Essentials and Choice Plus Funeral Plans:

- Reasonable additional charges where we conduct the funeral on a weekend, bank holiday or at an unusual hour. The day and time of the funeral must be mutually agreed by eligible representatives of the Covered Individual and the Nominated Funeral Director
- If the Covered Individual dies more than 25-miles from the Nominated Funeral Director, or if the hearse travels further than 25-miles from the Nominated Funeral Director, then additional charges may be charged per mile (beyond the 25-mile radius) at the prevailing rate at the time of Redemption
- Upgrades associated with the Funeral Director Services, e.g. coffin and casket upgrades
- Third Party Fees
- In the event that the Covered Individual dies abroad, fees associated with repatriation of the Covered Individual
- Additional Products & Services

Value Added Tax ('VAT') is not currently chargeable upon the provision of certain elements of funeral services. We reserve the right to recover this cost, if it becomes chargeable, from you or representatives who are arranging the funeral service at Redemption. Other taxes or costs may exist that are not paid through us or imposed by us.

Redemption

On Redemption, the Nominated Representative should contact us using the contact details in the 'Contact Us' section. If we are not contacted after Redemption, we may attempt to contact you or the Nominated Representative and may retain any sums transferred under the Funeral Plan. The purchase of this Funeral Plan does not confer on the purchaser nor the Nominated Representative the lawful right to arrange the funeral for the Covered Individual at Redemption and the person(s) who have that right may not choose to enact the Funeral Plan or carry out any Personal Requests. All Choice Funeral Plans are non-transferrable. This means the person covered by this Funeral Plan (the Covered Individual) cannot be changed. At Redemption, in the event that anything included within Funeral Director Services is unavailable for any reason, we will use reasonable endeavours to provide a reasonable alternative. We will not be liable for the unavailability of any item that is outside of our control or any change in specification made by you.

Insurer

Payments made towards the Funeral Plan will be used to arrange an insurance policy which exists between us and the Insurer in accordance with the FCA's rules.

Voluntary Contributions

You can make Voluntary Contributions towards the costs associated with Third Party Fees and Additional Products & Services, which will be used to arrange insurance with the Insurer. Third Party Fees and Additional Products & Services will be charged at the prevailing rate at the time of Redemption.

There may be additional costs to pay for Third Party Fees and Additional Products & Services at Redemption. If there are excess Voluntary Contributions once Third Party Fees and Additional Products & Services have been paid, any excess monies can only be refunded to the person who purchased the Funeral Plan or to the Covered Individual's estate.

Cancellation

If you wish to cancel the Funeral Plan, please contact us by using the 'Contact Us' details below or, where applicable, by visiting the Funeral Partners premises where you purchased the Plan. You can cancel your Funeral Plan for free within 30 days of Activation, or within 7 days of us initially appointing your Nominated Funeral Director. After these timescales, a cancellation fee of £225 will apply. If you are paying by instalments, you can cancel for free within 12 months of Activation. We will repay to you any sums we have received from you in accordance with these Terms within 30 days. In all instances, you acknowledge that you lose your right to cancel once the Funeral Plan has been Redeemed. Where you cancel, you will not earn any growth on any payments made, you withdraw from the Funeral Plan and these Terms will be terminated.

Correspondence address and your circumstances

We will provide you with a statement relating to your Funeral Plan every three years. You should notify us if you change your correspondence address (which must be within the United Kingdom) or any other contact details

you have provided to us. We will contact you by using the correspondence address you have most recently provided us with written notice of.

Payments and provision of the Funeral Plan

You must pay the total fees set out in the Purchase Agreement Form and Additional Services Forms, including the Choice Funeral Plan Fees, Third Party Fees and Additional Products & Services.

Complaints

If you have a complaint, please contact us using the contact details in the 'Contact us' section of these Terms and we will promptly handle your complaint in line with our complaints procedure, which can be viewed at [choiceplan.co.uk/complaints](https://www.choiceplan.co.uk/complaints). You (and others) may be able to refer the matter to the Financial Ombudsman Services as set out in the Funeral Plan Summary.

Data Protection

In the event that you provide us with personal data about an individual or individuals other than yourself, you must obtain their freely given consent before doing so. This includes ensuring that any such consent extends to, but is not limited to, understanding that certain information about the Covered Individual may be provided to the Nominated Representative. We will not be held liable for any failure by you to obtain the necessary consent(s). You must also bring our Privacy Policy to their attention before you provide their personal data to us. For further details on how we process your personal data and the third parties we may share your data with, please see our Privacy Policy at [choiceplan.co.uk/privacy-policy](https://www.choiceplan.co.uk/privacy-policy). Please contact us if you require a copy of our Privacy Policy by another means.

Failure

By entering into these Terms you agree that, if we Fail, you give us your prior and informed consent for the transfer of our obligations to another firm that is authorised to provide funeral plans that is arranged by an insolvency practitioner appointed to us that will result in the funeral plan contract being continued on the same terms as these Terms or where the transfer is arranged by the FSCS and is on terms corresponding in all material respects (so far as it appears to the FSCS to be reasonable in the circumstances) to these Terms. We do not require the consent of the Covered Individual in respect of the transfers set out in this clause. Please refer to the Funeral Plan Summary in respect of FSCS cover.

Appointment of us as your agent

Without prejudice to you or the Covered Individual asserting any rights against the Insurer, you irrevocably appoint us, for the duration of these Terms, as your agent for the purposes of asserting any right or interest that you have in the contract of insurance with the Insurer.

Other

● In these Terms, words following "including" or "include" are not an exhaustive list, "writing" or "written" includes emails but not fax, reference to any laws, statutory provisions or regulatory rules are as amended or replaced from time to time, and a "business day" is a day other than a Saturday, Sunday or public holiday in England.

● We/Funeral Partners are only responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with these Terms. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Terms was made, both we and you knew it might happen. We do not exclude or limit our liability to you where it would be unlawful to do so, such as liability for death or personal injury caused by our negligence or for fraud.

● Neither we nor you will breach this Agreement or be liable for any delay or failure to perform any obligations if it is beyond that person's reasonable control, in which case the affected party shall be entitled to a reasonable extension of time, provided that it continues for 2 months, the party not affected may end this Agreement.

● Even if we delay in enforcing these Terms, we can still enforce them later. If a court finds part of these Terms illegal, the rest will continue unaffected in full force and effect.

● If the Funeral Plan has not been Redeemed by your 95th birthday or we have reasonable cause to believe your funeral has already taken place, we will contact you using the correspondence address you have most recently provided us with written notice of. If we have not heard from you within 6 months of contacting you, we may retain any payments made under the Funeral Plan and terminate the plan.

Contact us

Please contact the funeral home in which you purchased your Funeral Plan or call Choice on 01803 298 243, email info@choiceplan.co.uk or write to Choice Funeral Plans, 46 The Terrace, Torquay, Devon TQ1 1DE.