

General

This document, which includes the Instalment Terms and Instalment Payment Form, apply to you when you pay for your funeral plan in instalments and form part of the Funeral Plan Terms. This document adopts the definitions used in the Funeral Plan Terms. **Read this document and the Choice Essentials & Choice Plus Plan Terms carefully.**

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.

Payments and provision of the funeral plan

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

Where you pay by instalments:

- If you miss two consecutive payments, we will write to you, detailing the extent of any shortfall and request you pay any shortfall within 10 business days of the date of our letter. If payment is not received within this time, we reserve the right to cancel the funeral plan or we may not provide any services whilst the payment remains outstanding after 10 business days.
- If the Choice Essentials or Choice Plus product no longer meets your needs, you may be able to switch to another Choice Funeral Plan product. In order to switch, your funeral plan must be fully paid at the time of the switch. If the funeral plan is not fully paid, you may need to cancel the funeral plan and purchase a new funeral plan. Cancelling your funeral plan may result in the loss of any investment growth which may or may not have been accrued, and a new moratorium period may apply to your new funeral plan (if you choose to pay by instalments).
- Changes to the financial amount of Funeral Director Services or Voluntary Contributions can be made only once the funeral plan has been paid in full.

- Full payment for the funeral plan must be made before the Covered Individual reaches the age of 85.
- In the event that the Covered Individual dies within 12 months from the date of Activation, we are not obliged to provide the services in the funeral plan unless the outstanding payments are made.
- If the Covered Individual dies within 12 months from the date of Activation and the death is Accidental, or if the Covered Individual dies after 12 months from the date of Activation (irrespective of the cause of death) then no further payments will need to be made towards Funeral Director Services. Depending upon the amount of Voluntary Contributions made, additional payments may need to be paid for Third Party Fees and Additional Products & Services. Accidental death means a bodily injury is sustained, caused by accidental, violent, external and visible means, which is solely and independently of any other cause results in death. Accidental death does not include death caused by ingesting drugs, unless they were prescribed to the Covered Individual by a registered doctor in the UK, or a coroner's verdict of accidental death in circumstances other than where the death is caused by accidental, violent, external and visible means, which is solely and independently of any other cause results in death.
- You may make one initial down payment towards the funeral plan, in order to reduce your monthly payments. After this, you are able to pay off the funeral plan sooner by making one full payment of the final balance. However, you cannot make ad hoc payments.
- If you have a joint plan, the total amount of the plan must be paid within 12 months.
- Please speak to us if you wish to change your instalment plan duration.

If you need a copy of the Choice Essentials & Plus Plan Terms then please contact the Choice office on **01803 298 243** or email **info@choiceplan.co.uk**