

Prepaid Funeral Plan Terms and Conditions

Introduction

The Prepaid Funeral Plan provided by Dignity provides the funeral services set out in the “Limited Plan”, “Amber Plan”, “Pearl Plan” and “Diamond Plan” as long as you make all of the payments in accordance with the details set out in the Plan (as defined below).

Definitions

In these terms and conditions:

“Additional Special Requests Form” means the form, which we will send to you after we have received your Application for the Plan, which allows you to notify us of any alternative or additional Special Requests;

“Agreement” means the written agreement between us made up of the Application, the Funeral Plan Schedule, Funeral Plan Services Document, Key Features Summary and these Terms and Conditions;

“Application” means the application form relating to the Plan that you have completed and either returned by post, submitted online via a website or portal or completed over the telephone;

“Covered Areas” means mainland Great Britain, Northern Ireland, Jersey, the Isle of Wight and/or the Isle of Man, except in the case of a Limited Plan in which case it shall mean Great Britain, Northern Ireland, Jersey and the Isle of Wight (and not the Isle of Man);

“Funeral Plan Schedule” means the schedule setting out all the details of your Plan, which we will send to you once we have received and approved your Application for the Plan;

“Funeral Plan Services Document” means the document setting out the details of the services which are guaranteed by the Plan, which we will send to you once we have received your Application for the Plan;

“Inflation” means a sustained increase in the general level of prices for goods and services measured as an annual percentage increase in line with the Retail Prices Index;

“Instalment Age Restriction” means the maximum instalment term you can pay your Plan over to ensure all payments have been completed by the time the eldest person named on the Plan reaches their 85th Birthday. The Instalment Age Restriction applies to any instalment term paid over more than 12 months;

“Instalment Charge” means the additional payment included in the price of any Plan where instalments are being paid over a term beyond 12 months;

“Key Features Summary” means the document summarising the key features and benefits and exclusions and limitations of the Plan;

“Nominated Funeral Director” means the funeral director, the details of which are set out in the Funeral Plan Schedule, or such other funeral director as we may appoint to carry out the Planholder’s funeral;

“Personal Representative” means the Planholder’s personal representative(s) after the Planholder’s death, as defined by the Administration of Estates Act 1925;

“Plan” means the Prepaid Funeral Plan you have chosen, to which the Application relates, and which provides the funeral services set out in the “Limited Plan”, “Amber Plan”, “Pearl Plan” or “Diamond Plan”, as governed by the Agreement (and the arrangements covered by each plan shall be as detailed in the latest available version of the relevant plan description document in circulation as at the date of the Agreement);

“Planholder” means the person named in the Funeral Plan Schedule whose funeral is covered by the Plan;

“Price Guarantee” has the meaning given to it in the “What the Plan Covers” section of these terms and conditions;

“Special Requests” means any personal wishes as to how you would like the Planholder’s funeral performed, which have been notified to us in your Application, Additional Special Requests Form, by email, in writing or over the telephone;

“Trust” means the National Funeral Trust; and

“we” or “us” or “our” refer to Dignity Pre Arrangement Limited and our details are set out in the “How to Contact Us” section of these terms and conditions; and **“you” or “your” or “applicant”** means the person applying for the Plan.

Do You Qualify For The Plan?

The Plan is available to Planholders who are aged 50 or over at the date of making the Application.

The Instalment Age Restriction means, at the point of applying for the Plan, the age of the eldest person named on the Plan could reduce the range of instalment options available.

The funeral provided by the Plan must be conducted in the Covered Areas. The Plan does not cover the costs of repatriation.

What The Plan Covers

Subject to these terms and conditions, details of the services guaranteed by the Plan are set out in the Funeral Plan Services Document and Funeral Plan Schedule.

Once you have fully paid the amounts set out in the Plan, we will cover the Nominated Funeral Director charges and the funeral cremation costs as set out in this “What The Plan Covers” section, at no further charge to the Personal Representative(s). This is known as the “Price Guarantee”, which only applies to the services set out in this “What the Plan Covers” section.

Nominated Funeral Director

After receipt and approval by us of the Application, and upon the death of the Planholder, we will appoint a Nominated Funeral Director to provide the services described in the Agreement.

Please note that we reserve the right to appoint a different or new Nominated Funeral Director to carry out the Planholder’s funeral for any reason. We will inform you if we do so.

If any of the services, which are to be directly provided by the Nominated Funeral Director, are not available

at the time of the funeral we will provide an alternative of at least equal quality at no further charge.

If the Personal Representative(s) do not agree to the alternative arrangements, we may cancel the Plan and refund to the Planholder’s estate any monies paid to date less a £99 cancellation fee.

Cremation Funeral

If you choose or have chosen a cremation funeral, the price you pay for the Plan will cover:

1. The cremation fee charged by the crematorium, subject to the following:
 - (a) we reserve the right to select the crematorium used, which will usually be a crematorium close to and normally used by the Nominated Funeral Director; and
 - (b) the cremation fee does not include any additional charges made by the crematorium, for example, any cost payable to the crematorium for use of an organist,
2. The Minister of Religion or an Officiant fee, equal to the amount paid for a standard funeral service at the crematorium or cemetery as listed in the Church of England Table of Parochial Fees. In the unusual event that the Minister or Officiant charges more than this amount, then you or the Personal Representative(s) will be responsible for paying that additional amount to the Nominated Funeral Director.

Burial Funeral

If you choose or have chosen a burial funeral, the Nominated Funeral Director will arrange certain services which are provided by third parties; for example, the provision of a burial plot, digging a new plot or opening an existing grave, cemetery fees, fees for a Minister of Religion or Officiant. The cost of these services varies widely throughout the Covered Areas and therefore the Plan does not guarantee to cover these costs.

The Plan contains a contribution towards these third party burial costs. The current rate is £1,220, which will rise in line with Inflation. We will advise the Personal Representative(s) of the value of the burial contribution at the time of arranging the funeral.

If the contribution towards third party burial costs does not cover the costs in full, the Personal Representative(s) will be required to pay the additional sum at the time of the funeral. Where the actual third party burial costs are less than the value of the

contribution, we will either repay the difference to the Personal Representative(s), or put it towards other funeral costs incurred at the time.

What The Plan Does Not Cover

The cost for other goods or services not set out in the Funeral Plan Services document, for example a memorial, headstone, flowers, and catering are not included in the Plan. If you have purchased an Amber, Pearl or Diamond Plan and you would like to make a provision for services not already included in your Plan, you may do so by making a contribution towards these costs. We will then make sure the value of that contribution increases in line with Inflation.

However, if that contribution does not cover the then current rate for those goods or services, you or the Personal Representative(s) must pay the difference between the value of your contribution (adjusted for Inflation) and the actual cost at the time of the funeral. Where the actual cost is less than the value of your contribution we will repay that difference to you or the Personal Representative(s).

Any fees payable to doctors or a coroner for the issue of death or cremation medical certificates, or coroner's certificates will not be included in your Plan and if they are charged for they will need to be paid for separately at the time of the funeral.

The Plan includes the services described in the Funeral Plan Schedule and Funeral Plan Services Document, which forms part of the Agreement.

Extra Charges

We may charge reasonable extra amounts for the following requirements:

- any doctors or coroners fees that the Nominated Funeral Director is asked to pay on your behalf;
- the removal of mechanisms such as pacemakers (which must be removed before a cremation);
- providing services not detailed in your Funeral Plan Services Document;
- conducting the funeral on a weekend, at an unusual hour or public holiday;
- a religious or other service where the venue charges for use of that venue, heating, an organist choir etc.;
- if the crematorium charges extra for music, choir or an organist or any other services (including levies);
or

- any adjustments to prices that reflect the additional cost to us of any change in regulations, tax, laws or generally accepted practice, and affect the conduct of the funeral

Repatriation and Transport

The Plan does not cover the costs of repatriation from outside the Covered Areas to the Nominated Funeral Director.

If we need to transport the Planholder to or from a distance of more than 50 miles of the proposed funeral site, crematorium or burial place or if we need to incur ferry or air fares, we may charge you reasonable additional costs, less any contribution towards the cost of travel specified in the Plan.

Special Requests

You may ask for Special Requests for the Planholder's funeral, but if these incur additional costs they will fall outside the Plan and will not be covered by the Price Guarantee. Once you have notified us of any Special Requests, we will send you a certificate confirming these. The Special Requests will be used as a guide for the Personal Representative(s) and the Nominated Funeral Director.

If you have an Amber, Pearl or Diamond Plan you are entitled to make a contribution payment towards the cost of any Special Requests and any contribution you do pay will be increased each year in line with Inflation. We do not guarantee that your contributions will cover the cost of all of the Special Requests.

The Personal Representative(s) will be advised of the value of this contribution at the time of arranging the funeral.

If you have a Limited Plan you may register the Planholder's Special Requests with us. However you may not make contribution payments towards the costs of these.

Payment

As the purchaser of the Plan, the rights and benefits set out in this Agreement accrue to you and you are responsible for making payments to us in accordance with this Agreement.

If you have named a different person as the Planholder on the Application, the rights and benefits set out in the Agreement will nevertheless accrue to you and not to the Planholder.

Care of Your Money

All payments you make are passed to the Trust to be held in accordance with the applicable trust deed.

Payments are made out of the Trust to us for funerals when they are performed, and for the cost of offering, selling and administering Dignity Prepaid Funeral Plans, and for refunds to purchasers of such Plans.

Instalment Payments

If you choose to pay for your Prepaid Funeral Plan by instalments the following rules will apply:

Instalments of more than 12 months

Where instalments are being paid over a term beyond 12 months an Instalment Charge is required because the Trust does not have all the money to invest at the Plans inception.

The Instalment Age Restriction means, that for an instalment term of more than 12 months, all payments must have been completed by the time the eldest person named on the plan reaches their 85th Birthday.

If the Planholder dies before all of the instalment payments for the Plan have been paid

We will provide the funeral in accordance with this Agreement. However your Personal Representative will be responsible for paying the outstanding instalments due. The outstanding instalments must be paid for in full before the funeral takes place.

If you fail to pay all of your instalment payments

If any instalment is not paid within 60 days of its due date, the Price Guarantee in your Plan will lapse. However, provided that the Plan has not been cancelled, your Personal Representative may request, and we may agree, to arrange for the funeral to be carried out by the Nominated Funeral Director. The cost of the funeral will then be charged at the Nominated Funeral Director's then current market rate.

For these purposes the value of the payments made will be increased annually in line with Inflation, from the date on which the Price Guarantee has lapsed to the date of the funeral. Your Personal Representative will be liable to pay the difference between the amounts paid (subject to Inflation) and any outstanding amount to the Nominated Funeral Director. If any instalment is not paid within 60 days of its due date and the Plan has not been cancelled, you may reinstate the Plan by restarting payment. However, the total amount payable for the Plan will be increased to the then current price of the Plan you have chosen. We will take account of payments already received, increased by Inflation from the date the Plan lapsed, and we will adjust future instalments accordingly.

Cancellation

You have 90 days from the date you receive the Agreement to decide that the arrangements you have made meet your requirements and that you do not wish to cancel the Plan.

If you do decide to cancel the Plan, you must either:

- notify us by completing and returning the cancellation form entitled "Notice of the Right to Cancel" which will be included with the documents that make up the Agreement; or
- otherwise notify us in writing, by telephone or by email to:

- **Address:** Dignity Pre Arrangement Limited, 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands B73 6AP

- **Telephone:** 0800 171 2747

- **Email:** planinfo@dignityuk.co.uk

Any notification of cancellation should specify all of the following details: (i) the Plan number; (ii) the full name and address of the Planholder (iii) the Planholder's date of birth; and (iv) a telephone number and/or email address for contact purposes should there be any issue with the cancellation. There will be additional security questions where the Plan is cancelled by telephone or by e-mail.

Provided we receive such notification within 90 days of entering into the Agreement, we will refund all the money you have paid within 14 days of us receiving notification of cancellation.

If you wish to cancel the Plan at any time after the stated 90 days, we will refund any money you have paid, less a cancellation fee of £99, within 14 days of us receiving notification of cancellation.

In the event that the Plan is not used and cancellation is requested after the death of the Planholder, we may require additional information from the person cancelling the Plan before we can complete the cancellation.

Any refund will be made to the person who originally paid for the Plan or to the Planholder's estate.

We may cancel the Plan by giving notice to you if:

- an instalment remains unpaid more than 60 days after it is due;
- a funeral director is appointed independently by you who is not a Nominated Funeral Director;

- the funeral is to be conducted outside the Covered Areas; or
- the funeral cannot be performed because of circumstances outside our control or outside the control of the Nominated Funeral Director (for example war, terrorism, or riot)

If we cancel the Plan, we will refund any money you have paid, less the £99 cancellation fee, and we will have no further obligations to provide the services set out in the Plan.

The Plan is designed to cover funeral costs and is not an investment product, and we will not pay interest on money refunded.

Value Added Tax (“VAT”)

VAT is not currently charged on a funeral service. However, if VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, you or the Personal Representative(s) must pay the VAT or additional tax at the time of the funeral.

If you are paying for any Special Request as part of the Plan then any third party suppliers who provide those goods or services may charge VAT, which we will pay and recover from you, or the Personal Representative(s).

How To Contact Us

If you have any questions regarding the Plan, our contact details are:

- Address: Dignity Pre Arrangement Limited, 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands B73 6AP
- Telephone: 0800 171 2747
- Email: planinfo@dignityuk.co.uk

Change of Address

You must notify us of any permanent change of address. If appropriate, we will appoint an alternative Nominated Funeral Director for you.

The Agreement

Once we have confirmed and approved your Application for the Plan, the following documents all make up the Agreement:

- your Application;
- the Funeral Plan Schedule;
- the Funeral Plan Services Document;
- the Key Features Summary; and
- these Terms and Conditions.

Please keep these documents in a safe place for the attention of your Personal Representative. You are advised to discuss your funeral arrangements with the person who will be the Personal Representative(s).

These documents together make up the Agreement concerning the Planholder's funeral arrangements. Anything which is not documented in writing in the Agreement will not be effective. If there is any ambiguity between the documents referenced above, the terms set out in these Terms and Conditions take precedence over the others.

English law shall apply to this Agreement. If anything in this Agreement is invalid or unenforceable, then this Agreement will be interpreted as if that part were modified or deleted to make it valid and enforceable, and the rest shall remain in force.

If we fail to exercise or delay in enforcing our rights (such as our right to cancel the Plan in the event of unpaid instalments), such failure or delay will not restrict our rights to do so, and a waiver of any such rights or of any breach of any term will not be deemed to be a waiver of any other right or any later breach.

You may propose a change to the Plan, but no change will take effect unless it is agreed in writing by us. If you wish to change the type of plan then this will take effect through a new Agreement for a new plan. Please use the contact details set out in the “How to Contact Us” section in these circumstances.

The Agreement is personal to you and may not be assigned (transferred) or made the subject of any trust, mortgage or charge given as security for any obligation to any third party. Only you or the Personal Representative(s) are entitled to claim the rights or benefits set out in this Agreement. The Nominated Funeral Director may also claim the rights or benefits set out in this Agreement. Otherwise, no other person (including the Planholder) has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any other rights these people may have. These Terms and Conditions apply to all Dignity Prepaid Funeral Plans entered into from 25/02/2020.

How To Make A Complaint

We make every effort to excel in the service we provide. However, if you feel we have not met your expectations, please contact our Client Relations Department who will acknowledge your complaint within 2 working days and will do their utmost to ensure any complaint is dealt with as quickly and efficiently as possible. Our Client Relations Department can be contacted as follows:

- **Address:** Client Relations Department, 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands, B73 6AP
- **Telephone:** 0800 731 0655
- **Email:** clientrelations@dignityuk.co.uk

If you are dissatisfied with the response from us you can take the matter further. Dignity Pre Arrangement Limited is registered with the Funeral Planning Authority (FPA), an independent organisation, whose Code of Practice we follow.

The FPA can be contacted as follows:

- **Telephone:** 0345 601 9619
- **Email:** info@funeralplanningauthority.co.uk
- **Website:** www.funeralplanningauthority.com

If you purchase your plan online you also have access to an Online Dispute Resolution (ODR) platform which is provided by the European Commission. It allows consumers to submit complaints through the site and the complaint will then be allocated to an approved and appropriate Alternative Dispute Resolution Provider (ADR). For more information on this service please visit <http://ec.europa.eu/consumers/odr>.

The Funeral Planning Authority when handling complaints uses one of the approved Alternative Dispute Resolution providers and you can gain direct access to them by using the FPA contact details provided above.



The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Royal Exchange Trust Company Limited Re National Funeral Trust will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Royal Exchange Trust Company Limited Re National Funeral Trust to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Royal Exchange Trust Company Limited Re National Funeral Trust or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Royal Exchange Trust Company Limited Re National Funeral Trust asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.