

# Funeral Plan Terms & Conditions

## Definitions

In these terms and conditions the following words have certain meaning:

**Administration fee** – means a one-off fee (inclusive of VAT) applied to cover the administrative costs of setting up the plan and arranging the fund investment.

**Agreement** – means the application form and these terms and conditions.

**Applicant** – means the person who buys the plan and is the person who has the contractual rights to and the obligations for the plan, including meeting the payment arrangement. The applicant may also be the plan holder.

**Application form** – means our application form that must be completed to buy your selected plan.

**Brochure** – means the official brochure and inserts produced by the Heart of England Co-operative Funeralcare, setting out the details of our plans including the payment arrangement.

**Cancellation charge** – means the fee (inclusive of VAT) that is charged by us if you're paying in full with a single payment or paying over a set period and the selected plan is cancelled after 30 days from the start date.

**Deposit** – means the deposit (if any) that you pay for your selected plan in accordance with these terms and conditions.

Event of default –

- you terminate your plan 30 days after the start date
- we terminate your plan in accordance with the terms and conditions; or
- funeral services in respect of the plan holder are performed by a funeral director other than the funeral director participating in the business and no termination event has taken place; or
- the period ending 12 months from the death of the plan holder expires without the funeral plan in respect of that plan holder being provided and no termination event has taken place; or
- the period ending 110 years from the date of birth of the plan holder expires without the funeral plan in respect of that plan holder being provided and no termination event has taken place; or
- the funeral in respect of a plan holder is held or is to be conducted outside of Great Britain.

**Funeral director(s)** – means the funeral director(s) at Heart of England Co-operative Funeralcare selected by you to deliver the plan benefits or your local participating Co-operative Funeralcare director as the context requires as appointed by the Heart of England Co-operative Society Ltd

**Funeral director services and fees** – means the services and fees that are supplied by the funeral director. Only those funeral director services and fees specified in your selected plan are included in the plan benefits.

**Funeral plan/plan(s)** – means a financial commitment is made for selected products and services guaranteed to be carried out by the selected funeral director at the time of need.

**Funeral wishes** – means the requests relating to your funeral arrangements you have recorded with the funeral director, with no financial commitment.

**Funeral plan summary** – means the document that will be sent to you when we've received and processed your completed application form and set up the associated payment arrangement. This plan summary details the plan benefits subject to the terms of the plan, including the payment arrangement.

**Instalment term** – means the period over which you've agreed to purchase your funeral plan.

**Joint funeral plan** – means a funeral plan that has two named plan holders, one of whom must be the applicant, and which will provide the plan benefits for one of these two plan holders.

**Payment arrangement** – means the method you've chosen to pay for your selected plan along with the associated payment terms. These are outlined below:

**Payment in full with a single payment** – means paying for your plan in full at the time of taking out your selected plan.

**Fixed monthly instalments** – means paying (with or without a deposit) towards your selected plan each month over the set numbers of months you've selected.

**Plan benefits** – means the funeral services that Heart of England Co-operative Funeralcare will provide when you've met the terms of the plan, including the payment arrangement.

- In the case of our set funeral plans, the plan benefits are the items set out as specifically included in your selected plan at the time of purchase in the brochure and/or specified on your funeral plan summary.
- In the case of our tailor-made plans, the plan benefits are those that are itemised on your application form and specified on your plan summary.

**Plan holder(s)** – means the person/s who is/are covered by the plan in the event of their death.

**Representative** – means executor, trustee, personal representative or other representative who has been legally appointed and authorised to act on the behalf of the plan holder after death.

**Selected plan** – means the plan you've chosen to buy, either as a set funeral plan, or a tailor-made plan.

**Set funeral plan** – means one of our set plans that are detailed in the brochure.

**Start date** – means the date that your selected plan commences.

**Tailor-made plan** – means a bespoke funeral or memorial masonry plan, provided through a Heart of England Co-operative Funeralcare funeral director.

**Unattended** – A direct cremation without any service or ceremony.

## Terms

### 1. Our contract with you

How we will accept your order. Our acceptance of your funeral plan order will take place when we write to you to accept it and enclose the plan summary (setting out your chosen products and services), at which point a contract will come into existence between you and us ("Acceptance").

If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the products and services.

Plan number. We will assign a plan number to your funeral plan. It will help us if you can tell us the plan number whenever you contact us about your funeral plan.

### 2. Eligibility

To be eligible for a funeral plan with the Heart of England Co-operative Funeralcare, you need to be over the age of 18 and arrange your payment method at the same time of completing the application. There are no medical or health questions.

### 3. Application form

By sending your application form to us, either directly or via your Heart of England Co-operative funeral home, you are agreeing to buy your selected funeral plan from us under these terms and conditions. The application form must be signed by the applicant, who has the contractual right to and obligations for the funeral plan, including meeting the payment arrangement. All correspondence will be issued to the applicant (who may also be the plan holder).

### 4. Issuing your funeral plan certificate

Upon receipt of your application you will receive a letter from us detailing your chosen products and services and two copies of your funeral plan certificate which will be issued within 28 days of your payment. If you lose the funeral plan certificate, you should contact us and we will send you a duplicate. All correspondence will go to the applicants address.

### 5. Eligibility for the plan benefits

Paying in full with a single payment:

You are entitled to the plan benefits as soon as your completed application form has been processed and your funds have cleared to settle the payment in full.

Paying by Direct Debit:

You are entitled to the plan benefits at the end of the set period; provided you have settled the payment in full.

If you pass away prior to the plan being paid in full, your representative will have the option to pay the balance in order to activate the plan. Alternatively, the funds received will be used as a deposit and the funeral will be charged at the current rate at the time of the funeral arrangement.

### 6. Paying for the plan

The cost of the Heart of England Co-operative funeral plan will depend upon the individual funeral services requirements specified therein. A schedule of arrangements made will be provided to you prior to the issue of the funeral plan certificate.

How to pay:

- Payment may be made by Direct Debit, credit/debit card, BACS, cheque or cash. Please note cash is only accepted in person at our funeral home locations.
- Payment may be made in one lump sum or over a 12 month term interest free or 24, 36, 48, 60 or 120 monthly instalments. The Heart of England Co-operative funeral plan certificate will be issued within 28 days of your payment.
- A one-off administration fee of £250 is payable per funeral plan and is already included in set plan prices.

The applicant is the person responsible for making the payment.

### 7. Early settlement

If you pay by monthly instalments and you wish to settle the balance of the plan early, then this can be arranged by contacting us. Any settlement figure quoted will reflect the appropriate instalment adjustment and will be valid for 28 days from the date of issue.

### 8. Defaulting on the payment arrangement

If you pay monthly by Direct Debit and default on your payments, you have 3 months to contact us to arrange a new payment schedule.

If you default for more than 3 months, you will no longer have the option to reinstate the plan and we may cancel the plan. Any funds received will be refunded less the cancellation fee. If the death has occurred and a funeral is needed the monies paid to date can be used as a deposit towards the current funeral and the funeral will be charged at the current rate at the time of the funeral arrangement.

### 9. How to claim the plan benefits

Your representative can claim the plan benefits at any funeral home which is part of the Heart of England Co-operative Society, a full list of locations is available on our website at [www.heartofenglandfuneralcare.co.uk](http://www.heartofenglandfuneralcare.co.uk) or other participating Co-operative Societies, as prescribed by the Heart of England Co-operative.

After the death of the plan holder the representative must present the following documents at the funeral home:

- An original copy of the plan holder's Death Certificate
- The funeral plan certificate (or a copy issued by the Heart of England Co-operative)

### 10. Unused services and additional services

No changes to plan benefits can be made following the death of the plan holder during the arrangement of their funeral.

The following conditions apply:

- If the plan representative chooses not to use any of the services included in the plan, then these are non-refundable and non-transferable
- If the representative chooses to arrange additional services which are not included in the plan, then these will need to be paid for by the representative when the funeral is arranged

### 11. What costs are included in your selected funeral plan

Only those items specified are included in your selected plan. Any service or fee not mentioned is excluded from your plan benefits.

Set plans:

Provided the payment arrangement has been met, our set plan guarantees to cover:

- All of the funeral directors' services and fees included in your set plan as detailed in the brochure and on your funeral plan summary

The third party charges included in your set plan which comprise of:

For cremation:

- Fees payable for cremation documents (up to the maximum amount set by the British Medical Association)
- Fees for cremation at a local crematorium
- Minister or Officiant's fee to perform a service at the local crematorium

For burial:

- If a new grave is required and the burial is to be at a local cemetery
- A single interment fee including preparation of the grave at a local cemetery
- Church service fee including Minister or Officiant's fees to conduct a service at either a local church, cemetery, chapel or at the graveside

If a new grave is required and the burial is to be at a local churchyard or graveyard:

- A single interment fee including preparation of the grave at a local churchyard or graveyard (but **NOT** the purchase of the grave)
- The burial fee and gravedigger's fee at a local churchyard or graveyard
- Church service fee including Minister or Officiant's fees to conduct a service at either a local church or at the graveside

If you are using an existing grave and the burial is to be at a local cemetery:

- A single interment fee including preparation of the grave (note that removal of concrete slabs and chippings to allow burial to take place will incur an additional charge)
- Church service fee including Minister or Officiant's fees to conduct a service at either a local church, cemetery, chapel or at the graveside

Tailor-made plans:

Provided the payment arrangement has been met, our tailor-made plan guarantees to cover the services itemised and costed on the application form are included in the plan benefits

Important information about burials and memorials:

Please see this document if you are selecting a burial as it will complement the discussion you have already had in relation to what is covered by our plans.

### 12. Some examples of costs that are excluded from your selected plan

Examples of exclusions on a set cremation plan:

- Set cremation plans include **ONLY** those services specifically detailed within the brochure and on your funeral summary.

Exclusions include, but are not limited to:

- A ceremony/service at a different location to where the cremation is to take place, either before or after the cremation.
- All costs related to the interment or disposal of ashes – such as local authority fees, minister fees, ashes casket, transport costs and any associated funeral director's services necessary to carry out these arrangements.
- Charges relating to the provision of an organist, choir or live music (e.g. soloist, band) at the funeral ceremony/service.
- Removal of an existing memorial unless specified on the plan.

Examples of exclusions on a set burial plan:

- Set burial plans include **ONLY** those services specifically detailed within the brochure and on your funeral summary.

Exclusions include, but are not limited to:

- The purchase of a grave is **NOT** included in the set burial plan. You or your representatives are responsible for buying the grave.
- We can provide assistance with details of who to contact and how to arrange, but we cannot take payment for and/or purchase a grave on your behalf.
- Where the plan holder is not eligible for burial as a resident under the criteria specified by the local authority which operates the chosen cemetery, multiple or increased interment fees may apply.
- Multiple or increased interment fees are not included in the set burial plan. Only the standard single interment fee is included therefore additional charges will apply.
- The provision of a memorial, including a headstone, is not included in a set funeral plan.
- Additional work on an existing memorial, such as cleaning, repair or additional inscriptions.
- The removal or re-fixing of an existing memorial may be required if you are using an existing grave. This can be arranged for an additional charge.
- Charges relating to the provision of an organist, choir or live music (e.g. soloist, band) at the funeral ceremony/service.

### 13. Circumstances in which additional payments for funeral director's services and fees and/or third party charges may apply at the time of the funeral

For any of our funeral plans, we have the right to charge reasonable additional amounts at the time of the funeral for items or services, including additional amounts charged by third parties. These include, but are not limited to, the items/services below:

- If the plan holder's representative requests that the funeral is conducted during a weekend, public holiday or out of normal hours as defined by the local cemetery, churchyard or crematorium authorities.
- Any additional costs associated with the provision of necessary vehicles and/or personnel required to comply with a request from the plan holder's representative.
- Removing artificial limbs and mechanisms such as pacemakers.
- Transportation of the deceased outside of a 20 mile radius and/or via routes that incur an additional charge by third parties (such as a ferry crossing). Should this be required, we will be entitled to charge a reasonable additional mileage charge and/or the costs charged by third parties.
- To reflect the effect of any change in regulations, tax laws and on our performance of the plan benefits.

### 14. Alterations to the funeral services

- Alteration by the client. Whilst every effort will be made by the Society to carry out the wishes as detailed in the Heart of England Co-operative funeral plan, we may take instructions from your representative. This may include amending the specification of your funeral plan or wishes.
- Alteration by the client. Any alterations to the funeral service made prior to the funeral will be chargeable at the prices prevailing at the time of alteration.
- When a plot has been reserved for burial, should the local authority change their boundaries resulting in the client falling out of the new borders, there may be additional charges as a consequence. The additional fee will have to be paid by the person arranging the funeral.
- Where a plot has been reserved for a burial, should the client change

residence taking them out of the parish/district, the local authority reserves the right to charge double or triple fees when that plot is re-opened. This additional fee will be payable by the person arranging the funeral at the time of need.

- Alteration by the client or Society. Refunds will NOT be issued for any items listed on the Heart of England Co-operative funeral plan that are not required at the time of need.
- At the time of redemption the funeral plan will be honoured in full where the funeral is carried out by a Heart of England Co-operative funeral home or another participating Co-operative Society.

### 15. Plan discount (if applicable)

No discount can be claimed retrospectively. Any discount must be validated and deducted from payment at the time of purchase of the plan. Multiple discounts cannot be used against a plan purchase at any time. No discounts are available on the Unattended cremation.

### 16. Changing your set plan

We cannot change or amend a set funeral plan other than to switch to an alternative funeral plan. All requests must be made in writing by the client. Changes can only be made prior to the death of the plan holder.

### 17. Changing your tailor-made plan

Each funeral plan includes our professional services to deliver the funeral which cannot be amended. Any 'chosen' products or services can be amended at any time and all requests must be made in writing. Changes must be discussed with either your local Heart of England Co-operative funeral home or the Funeral Planning team. Changes can only be made prior to the death of the plan holder.

### 18. Payment following changing your plan

Costs of any upgrade will be provided at the prices prevailing at the time of the change request. The upgrade must be paid in full with a single payment before your funeral plan can be amended (if applicable). For tailor-made plans only, a new funeral plan summary will be provided once payment has been received.

### 19. Refunds following changing your plan

Refunds will be provided where any plan products or services have been removed on a tailor-made funeral plan or where a set plan has been downgraded by the client prior to the death of the plan holder. The amount refunded will be the amount paid for the services when you took out the funeral plan. After the death of the plan holder any services that are not required at the time of the funeral will not be refunded or transferable to other products.

### 20. Joint plans

Specific terms and conditions relating to joint funeral plans are as follows:

- A joint plan allows for either of the two plan holders to be eligible for the plan benefits, one of whom must be the applicant.
- Only the applicant can amend or cancel the plan, except as outlined below.
- In the event of the death of either plan holder, all of the rights to the plan transfer to the surviving plan holder and no other plan holder can be added to the plan.
- The application form and your agreement with us will specify whether your plan is for one plan holder (single plan) or either of two plan holders (joint plan). Once the plan has been purchased, it is not possible to change from a single to a joint plan or vice versa. If such a change is required, then the plan would need to be cancelled and cancellation charges would apply (see point 23) and a new plan arranged at the plan prices prevailing at the time of re-arrangement.
- A joint plan can be used for the funeral of either of the plan holders. Only one funeral plan can be used for the funeral of any one plan holder and it is the plan holder's responsibility to ensure that no more than one funeral plan is held.

### 21. Unclaimed money

If the funeral plan services have not been claimed by the plan holder's 110 birthday, or if we are informed that the plan holder may have passed away, we may carry out checks such as writing to you at the last address we have on record, to ask whether you still plan to claim the funeral plan benefits. If we do not receive a response to the letter within a period of 90 days, we will consider that you have chosen not to claim the funeral plan benefits and we may cancel the plan and retain any payments which you have made, however, we will always work towards the best interest of our clients.

## 22. Change of address

If you move, you should contact us to advise of your change of address by writing to:

- Post at **Funerals Plans, Heart of England Co-operative Funeralcare, Whittle House, Foleshill Enterprise Park, Courtaulds Ways, Coventry, CV6 5NX**, or
- E-mail [funeralplans@heartofengland-coop.co.uk](mailto:funeralplans@heartofengland-coop.co.uk)

If you move house and have a tailor-made plan, you must contact your local Heart of England Co-operative funeral director or contact our funeral planning team as we may need to make changes to your tailor-made plan. If additional costs are incurred by the funeral director or there are additional third party charges as a result of a change of address of the plan holder, these must be paid for in full at the time of amendment. If you move house and have a set funeral plan, there will be no additional charges payable.

## 23. Cancellation

Cancelling within 30 days:

Whatever the payment arrangement, you have the right to cancel your selected plan within 30 days of acceptance without any penalties.

If you wish to do this, you must notify us in writing. You will not have to pay a cancellation charge and any payments you have made during this time will be refunded in full.

Cancelling after 30 days:

If you decide to cancel your selected plan after 30 days following acceptance, you must provide written notification of this and return your funeral plan certificate along with any additional copies. Upon receipt of the written notification and funeral plan certificate we will refund all payments you have made on the selected plan, less £250 which is made up of an administration charge and cancellation fee.

If the amount you have paid is less than £250 we reserve the right to ask you to pay the balance. If you would like to discuss cancellation of your funeral, please contact our Funeral Planning team on **024 7638 2331**.

## 24. Complaints procedure

If you have a complaint about your funeral plan, please contact us on **024 7638 2331** or write to Head of Funerals, Heart of England Co-operative Funeralcare, Whittle House, Foleshill Enterprise Park, Courtaulds Way, Coventry, CV6 5NX or e-mail [headoffunerals@heartofengland-coop.co.uk](mailto:headoffunerals@heartofengland-coop.co.uk).

We will write to you within 7 working days of receipt, and aim to resolve within 28 working days. If we cannot respond to the issue within 28 working days, we will keep you updated on progress. If your complaint has not been resolved to your satisfaction, then contact should be made with the Funeral Planning Authority (FPA) of which the Heart of England Co-operative Funeralcare is a registered member. Visit [www.funeralplanningauthority.co.uk](http://www.funeralplanningauthority.co.uk) or telephone **0345 601 9619**. The FPA provides an independent conciliation arbitration service.

## 25. VAT

The applicable rate of Value Added Tax (VAT) is currently charged as set out by H.M. Revenue and Customs.

## 26. Transferring the plan benefits

In the event of the death of the applicant who is not the plan holder, the plan holder will automatically become the applicant on the funeral plan.

## 27. Other important terms

We may transfer this contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or, if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services and/or products in the English courts.

## 28. Data protection notice

Your data is important to us. By applying for a funeral plan, you agree to the Heart of England Co-operative using your personal details for the purpose of managing this plan on your behalf. Your personal information will be shared with third parties relevant to the plan, including Royal London Mutual.

## 29. General

These terms and conditions, together with the brochure, key features document and your application form make up the arrangement between the applicant and the Heart of England Co-operative concerning the selected plan and the funeral arrangements. They do not affect the rights you have as a consumer buying products and services.

You consent that this agreement can only be transferred to the plan holder in the event of the applicant's death or if the applicant and plan holder both request a transfer in writing to us, along with the relevant documentation. No other person (including the plan holder if this is not the applicant or their representatives) has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This doesn't affect any other rights these people may have. If any part of this agreement is not effective the rest of the agreement will still apply. English law applies to this agreement.

The passage of time and changes in personal circumstances may affect the availability of certain arrangement products or services, such as coffin type, memorial materials/design, location of cemetery or services. If this happens we would provide reasonable alternative places, products or services. Products may vary slightly from their pictures as the images of the products in our brochures and on our website are for illustrative purpose only. Although we have made every effort to display the colours accurately, we cannot guarantee that all products shown reflect the colour of the actual products when delivered. Your products may vary slightly from those images.

If any funeral requests have been recorded with us, these will be passed on to the funeral director at the time of arranging the funeral. Funeral requests are not part of your plan benefits and the funeral director cannot guarantee to carry them out. Neither we, nor the funeral director, are liable for the provision or costs (if any) of the stated funeral requests. Any additional costs will be notified to the funeral plan holder's representative at the prevailing price at the time of arranging the funeral, and payment will be required before the services can be provided. Funeral requests can be completed in conjunction with your funeral plan or as a standalone request.