

# Terms and conditions

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# Welcome to Co-op Funeralcare

Thank you for considering a plan with Co-op Funeralcare. We hope this document will give you the information you need.

It tells you who we are, how our plans work and how any changes can be made to your plan by either you or us. It also explains what to do if there's a problem, as well as other important information you might need.

We offer a choice of set funeral plans: Simple, Bronze, Silver and Gold, as well as tailor-made plans and masonry plans.

Before we get into the detail, we've explained some words to help you understand this section and the rest of this document.

We'll use the words "you", "your", "I" and "my". When we use these words, we mean the person the plan is for.

When we use the words "our Funeral Directors", we're talking about us or other Funeral Directors we have a relationship with. They're people we've picked to work with us to make sure we can provide funerals across the UK.

When we use the word "representative", we're talking about the person who'll arrange your funeral when you die. This may be a family member or a solicitor.

We'll also use the words "we", "us" and "our". When we use these words, we mean Funeral Services Limited. That's a bit formal so we call ourselves Co-op Funeralcare. Your plan is an agreement between you and us. Your agreement is made up of this document, your application form and your plan summary. You'll get your plan summary when you buy your plan and it will confirm what's included.

# Who can buy a plan?

You must be a UK resident and be over 18 when you buy your plan. If you're paying by instalments over 2-25 years, you must have made all payments by your 80th birthday.

# How does my plan work?

Your plan will be provided by one of our Funeral Directors on your death as long as you've paid for the plan in full. If you're paying by instalments, there are some differences. You'll find details of these in the "How do I pay for my plan?" section.

We only cover funerals carried out in mainland Great Britain and Northern Ireland. If you die outside of mainland Great Britain or Northern Ireland we can help your representative with arrangements to bring you back. There'll be an extra cost for this. We can then carry out your funeral in line with your wishes.

# What's included in my plan?

### Before you buy, you can find what's included in our set plans in our brochure or on our website.

All of our set plans include our Funeral Director services and fees as well as third party charges that we pay to someone else. For example, officiant's and crematorium fees.

If you want to buy a tailor-made plan, these are specifically designed for you. This means you'll need to go into one of our Co-op funeral homes so you can tell us what you want to include in your plan.

When you buy your plan, you'll get a plan summary. This will confirm what's in your plan. If certain things that your plan includes today aren't available at the time of your funeral, we'll provide reasonable alternatives. This could include where your coffin choice is no longer available or if the crematorium you have chosen has closed.

# What's not included in both set and tailor-made plans?

There may be extra charges for other items at the time of your funeral.

Some examples are set out below.

- If the funeral is conducted at a weekend, public holiday or out of normal hours. These charges are fixed by the cemetery, churchyard, graveyard or local authority.
- If we have to remove a medical device (for example, a pacemaker) or a prosthesis (for example, an artificial limb).
- If we have to transport you more than 50 miles to bring you into our care.
- Embalming if requested by your representative.

For burials, none of our plans include the purchase of a grave. We can help with this when you buy your plan.

We don't cover the cost of a memorial; for example, a headstone. If you want a memorial, our Funeral Director can help with this. You might have an existing memorial. If this needs to be removed, cleaned or repaired, inscribed and put back in place, these costs won't be included in your plan.

At the time of the funeral, your representative may order extra items not included in your plan. For example, limousines, flowers, orders of service, an organist, choir or live music and newspaper notices. If this is the case, these items will need to be paid for before the funeral takes place.

If you've bought a tailor-made plan you may have decided to include some of the above items in your plan. If this is the case then there won't be any extra charges for these.

### What's not included in set plans?

There may be extra costs for cremation when a ceremony or service is held at a different location to the cremation. There may also be extra costs for the burial or disposal of ashes.

These can include local authority fees, minister or officiants' fees, an urn, transport costs and our Funeral Director's services to carry out these arrangements.

There may be extra charges when you're not a resident of the local area as the local cemetery or crematorium may charge for this.

### What's not included in tailor-made plans?

There are certain items that can't be booked as part of a tailor-made plan. Our Funeral Director can explain these.

There may also be extra charges on a tailor-made plan if you move house because different cemeteries can have different charges.

### What's not included in masonry plans?

A masonry plan is a type of tailor-made plan but only covers memorials.

The cemetery or graveyard will have rules on what kind of memorials are allowed. For example, the type and size of stone that can be used. This can change over time.

We can only provide your chosen memorial in line with rules that apply at the time the memorial is ordered. This will be after your funeral.

You're responsible for making sure that a grave is bought. This is not a part of your plan.

Our Funeral Director will ask for details of the grave when the masonry plan is arranged.

If you haven't bought a grave, we can't guarantee that the requested memorial can be placed in your chosen location.

If we can't provide your memorial, we can cancel the plan and give back the money to you (or your representative) but we'll charge £100 for cancelling.

# How do I pay for my plan?

### You can pay for your plan in one of three ways:

- 1. In full
- 2. In instalments over 6 or 12 months
- 3. In instalments over 2 25 years

If paying by instalments over 2-25 years, you'll pay instalment charges. You'll be told the total amount you'll pay when you buy the plan.

### Can I pay a deposit towards my plan?

Yes, if you're paying by instalments, you can pay a deposit at the start of your plan to reduce your payments.

### Can I use my Membership rewards towards my plan?

If you're a Co-op Member, you can use any member reward you have earned when you first buy your plan. This will come off the price of your plan. If you'd like to know more about Membership then have a look at our Membership terms and conditions at coop.co.uk/terms/membership-terms-and-conditions.

### Can someone else pay for my plan?

Another person can pay for your plan but if they don't pay, you're still responsible. This means that you or another person will have to pay for your plan. You'll own and control your plan and will receive the documents relating to it. If the person paying for your plan is paying by instalments over 2-25 years, that person must be 18 or over. All payments must be completed by their 80th birthday.

We'll confirm the payment schedule to the person paying for the plan.

If you'd like to change the person who pays for your plan, you can contact us using the details on page 16.

### **Lasting Power of Attorney or Court of Protection**

You may be an attorney under a Power of Attorney (or equivalent legal documents in Scotland and Northern Ireland) or have been authorised as a deputy by the Court of Protection to make decisions for someone else. If so, you may be able to buy a plan for that person. You can contact us using the details on page 16 and we can help you. We may ask you to send in relevant documents.

### How can I pay and when will I be entitled to my plan?

### Paying in full

You can pay by cash (in our funeral homes only), cheque, credit or debit card. We'll send you a receipt in the post. This will confirm that we'll provide the services in your plan summary when they're needed.

### Paying in instalments over 6 or 12 months

You'll pay towards your chosen plan over a period of 6 or 12 months. The costs of your plan will be split over the term you choose. You'll pay the instalments monthly by Direct Debit.

You'll be entitled to what's in your plan once it's been paid in full. If you die before all instalments have been paid, your representative will need to pay the rest of the balance. Our Funeral Director can then provide your plan.

### Paying in instalments over 2 - 25 years

You'll pay towards your chosen plan over a period of 2 to 25 years. The costs of your plan will be split over the number of years you choose. You'll pay the instalments (including instalment charges) monthly by Direct Debit.

You'll find examples of instalments (including charges) in the 'Paying for your funeral plan' document. The cost of these will depend on your individual circumstances. You can get a personalised quote online, from one of our funeral homes or by phone.

Your quote will tell you what your instalments will be and the total amount payable over the term. You can work out your instalment charges by taking the price of the plan from the total amount you'll pay. If you have a birthday between your quote and when you buy your plan then this might change the amount to be paid each month. We'll confirm the instalments in writing when you buy your plan.

When you're entitled to what's in your plan will be different depending on your payments and when you die.

### If you die in the first 12 months from the start date of your plan

When we use the word "accident" below we mean a sudden and unexpected event that happens after you bought the plan. An accident doesn't include death caused by ingesting drugs (unless they were prescribed by a registered doctor in the UK), or a coroner's verdict of accidental death.

It doesn't include if a coroner returns a verdict of accidental death because this doesn't have the same meaning as the word "accident" as we use it below.

If you die within 12 months from the start date of your plan and your death wasn't an accident, your representative will have two options. Your representative can choose to pay the balance so that we can provide your plan. Alternatively, your representative can choose not to pay the balance and we'll cancel your plan. If this is the case, we'll return the instalments paid on the plan but will charge £250 for cancelling (£100 if a masonry plan).

However, if your death is an accident and your instalments are up to date, we won't collect the balance on your plan. This is the Co-op Commitment. Our Funeral Director can provide your plan.

If you make certain changes to your plan then your plan may need to start again. We set this out in more detail in the section "How do I make changes to my plan?"

### If you die after 12 months from the start date of your plan

If you die after 12 months and your instalments are up to date, we won't collect the balance on your plan. This is the Co-op Commitment. Our Funeral Director can provide your plan.

If you make certain changes to your plan then your plan may need to start again. We set this out in more detail in the section "How do I make changes to my plan?"

### All instalments have been paid

You'll be entitled to what's in your plan as soon as it's needed.

### What if payments are missed on instalment plans?

It's important that you contact us as soon as you can if you (or the person paying for the plan) is finding it difficult to pay the instalments. You can contact us using the details on page 16.

### Paying over 6 or 12 months

If you miss 3 instalments in a row, we may cancel your plan and give you back the money paid.

### Paying over 2-25 years

If you miss 3 instalments in a row or any 3 instalments in a 5 year period you won't be able to benefit from the Co-op Commitment. We have the right to cancel your plan and give you back the money paid.

## Paying over 2-25 years - What happens if I die and up to 3 instalments have been missed?

If you die after 12 months from the plan start date and have missed up to 3 instalments, your representative can pay those instalments. If you die within 12 months as a result of an accident, your representative can also pay these missing instalments. These missing instalments will need to be paid before the funeral takes place. We won't collect the balance on your plan. This is part of the Co-op Commitment. Our Funeral Director can then provide what's included in your plan.

If you die within 12 months from the plan start date but not as a result of an accident. Your representative will need to pay the full balance on your plan or cancel the plan. You won't be able to benefit from the Co-op Commitment. If your representative doesn't wish to pay the balance, we'll cancel the plan and give your representative back the money paid.

If we cancel your plan, we'll charge for cancelling (£250 for set or tailor-made plans, £100 for masonry plans).

### When will my instalments be collected?

We'll collect instalments monthly by Direct Debit. You (or the person paying for your plan) can choose a payment date between the 1st and 28th day of the month. Your plan instalments will be collected on the same day each month. If this payment date is on a weekend or on a bank holiday, we'll collect the instalment just after that date.

If you buy a funeral plan and a masonry plan, you'll need to pay for each plan separately. You don't need to buy a funeral plan to buy a masonry plan.

### Can I make one-off payments to pay off my plan more quickly?

You can make one-off extra payments on any instalment plan at any time to reduce your balance.

If you do this, you've then got two options. You can reduce the number of instalments left to pay or you can carry on paying for the plan over the same number of instalments. We'll reduce the instalments to reflect the lower balance.

We'll confirm the new instalments and provide you with a new payment schedule and the total payable over the term. If someone else is paying for your plan we'll send them the new payment schedule.

Please contact us using the details on page 16 to arrange a payment.

### Can I pay my plan balance in full earlier than agreed?

Yes, you can pay the rest of the balance on your plan at any time.

You can contact us using the details on page 16 and we can tell you how much you've got left to pay.

### Refunds made by us

If we need to pay any money back to you, we'll pay it to you even if another person is paying for your plan.

# What happens when I die?

Your representative should contact your chosen funeral home or one of our Funeral Directors. They'll need to provide our Funeral Director with the plan summary and the registrar's certificate for burial or cremation.

Our Funeral Director will confirm what's included in your plan and will support and guide your representative to arrange the funeral.

With set plans, no changes can be made to what's included in your funeral plan after you die either before or during the arrangement of the funeral. If any items in your plan aren't used, your representative won't get any money back.

If extra items are needed which are not included in your plan, these will need to be paid for when the funeral is arranged. Our funeral plans can only be carried out by one of our Funeral Directors. If your representative chooses to arrange the funeral with another funeral provider we may have to cancel your plan. We'll discuss this with your representative first.

If your plan is cancelled then we'll refund the plan payments that you've made to your representative. We'll charge for cancellation (£250 for set or tailor-made plans, £100 for masonry plans) which we'll take off the refund we make.

# How we keep your money safe?

We put all of the money from each plan into an individual whole of life insurance policy with Royal London. When we say Royal London, this is The Royal London Mutual Insurance Society Limited. We receive an allowance to meet our initial costs of selling and arranging the plan.

The money is released to us when you die so that the funeral can be provided. Money can also be released in other circumstances; for instance if you or us cancel your plan, so we can refund this to you.

### **Protecting your money**

For extra protection, the funds and proceeds are held by an independent trustee, Link Corporate Trustees (UK) Limited. These are held on trust for when they're needed.

### What if we go out of business?

We're confident this won't happen. But in this unlikely event, the money will be protected by the trust under the control of the independent trustee. The trustee will work with the Funeral Planning Authority or a replacement funeral director to provide your funeral. Alternatively the funds will be returned to your estate.

# How do I make changes to my plan?

You may want to make changes to your plan. If you need to speak to us about any changes then contact us using the details on page 16.

# 1. Can I upgrade my set plan, add items to a tailor-made plan and/or pay over a longer period?

Your plan payment method	To make the changes
Fully paid plans	You'll need to pay for the upgrade or extra items when you make the change.
Instalments of 6 or 12 months	You can upgrade your set plan or add extra items to your tailor-made plan <b>and/or</b> pay over a longer period.  You can either pay for the upgrade or extra items in cash (in a funeral home only), by cheque, debit or credit card. Or you can amend your instalments to take account of the change.  You can only pay instalments of up to 12 months on your existing plan.  If you want to pay over a longer period than 12 months you'll need to change to instalments over 2 -25 years. This means we'll have to cancel your original plan and create a new one. The sections of this document on plans with instalments over 2-25 years will then apply.  If we have to cancel your original plan, the money from this plan will be paid as a lump sum into your new plan.
Instalments of 2 - 25 years	You can upgrade your set plan or add extra items to your tailor-made plan <b>and/or</b> pay over a longer period.  You can pay for the upgrade or extra items in cash (in a funeral home only), by cheque, debit or credit card.  You can continue to pay by instalments over the same period or over a longer period, but we'll have to cancel your original plan and create a new one.  You can only pay over a maximum of 25 years of instalments in total. This means if you've paid over 5 years and 4 months on your first plan, your upgraded plan can only run for a maximum of 19 years.  If we have to cancel your original plan, the money from this plan will be paid as a lump sum into your new plan.  If you die within 12 months of the start date of your new plan and your death wasn't an accident, you won't be entitled to the Co-op Commitment. However, we'll provide your plan if your representative pays the rest of the balance.  If you die after 12 months from the start date of your new plan, you'll be entitled to the Co-op Commitment.  All instalments must be up to date for you to be entitled to the Co-op Commitment.

# 2. Can I upgrade my set plan, add items to a tailor-made plan and pay over a shorter period?

Your plan payment method	To make the changes
Fully paid plans	This isn't relevant to fully paid plans - see above for upgrades.
Instalments of 6 or 12 months	You can upgrade your set plan or add extra items to your tailor-made plan <b>and</b> pay over a shorter period. You can reduce your plan term from 12 to 6 months only.
Instalments of 2 - 25 years	You can upgrade your set plan or add extra items to your tailor-made plan <b>and</b> pay over a shorter period.  You can reduce the period that you pay for your plan to 6 or 12 months. We'll have to cancel your original plan and create a new one. The money from this plan will be paid as a lump sum into your new plan.  The sections of this document on plans with instalments over 6 or 12 months will then apply.  If you wish to pay by instalments over a shorter period but still between 2-25 years, we'll have to cancel your original plan and create a new one. The money from this plan will be paid as a lump sum into your new plan.  If you die within 12 months of the start date of your new plan and your death wasn't an accident, you won't be entitled to the Co-op Commitment. However, we'll provide your plan if your representative pays the rest of the balance.  If you die after 12 months from the start date of your new plan, you'll be entitled to the Co-op Commitment.  All instalments must be up to date for you to be entitled to the Co-op Commitment

# 3. Can I downgrade my set plan, remove items on a tailor-made plan and/or pay over a shorter period?

Your plan payment method	To make the changes
Fully paid plans	You can downgrade a set plan (for example, Silver to Simple).  We'll pay you back the difference between the price you paid and the current price of your new plan.  If you remove items from a tailor-made plan, items will be refunded at the original purchase price.
	Refunds will be made to you.
Instalments of 6 or 12 months	You can downgrade a set plan (for example, Silver to Simple), remove items from a tailor-made plan <b>and/or</b> pay over a shorter period.  We won't pay you any money back.  You can reduce your plan term from 12 to 6 months only.
Instalments of 2 - 25 years	You can downgrade a set plan (for example, Silver to Simple), remove items from a tailor-made plan and/or pay over a shorter period.  We won't pay you any money back.  You can reduce the period that you pay for your plan to 6 or 12 months.  The sections of this document on plans with instalments over 6 or 12 months will then apply.  You may wish to pay over a shorter period but still between 2-25 years. You'll still be entitled to the Co-op Commitment as long as your plan has been in place for at least 12 months or if your death is an accident.  All instalments must be up to date for you to be entitled to the Co-op Commitment.

# 4. Can I downgrade my set plan, remove items on a tailor-made plan and pay over a longer period?

Your plan payment method	To make the changes
Fully paid plans	This isn't relevant to fully paid plans - see above for downgrades and upgrades.
Instalments of 6 or 12 months	If you want to reduce your payments, then you may choose to downgrade your set plan or remove items from your tailor-made plan <b>and</b> pay over a longer period.  You can only pay instalments of up to 12 months on your existing plan.  If you want to pay over a longer period you'll need to change to instalments over 2 -25 years. This means we'll have to cancel your original plan and create a new one. The sections of this document on plans with instalments over 2-25 years will then apply.  We won't pay you any money back.
Instalments of 2 - 25 years	If you want to reduce your payments, then you may choose to downgrade your set plan or remove items from your tailor-made plan <b>and</b> pay over a longer period.  We won't pay you any money back.  You'll be entitled to the Co-op Commitment as long as your plan has been in place for at least 12 months or if your death is an accident.  All instalments must be up to date for you to be entitled to the Co-op Commitment.

If you make the changes in 1 - 4 above and are paying by instalments, your new instalments will reflect the changes you make. We'll confirm your new instalments and the total that needs to be paid over the term.

If your plan is being paid for by someone else, we'll send out a new payment schedule to them.

### How do I choose or change my funeral home?

We give you the option of choosing a funeral home to arrange your funeral when you buy the plan, or at any time. You can also change your funeral home at any time by contacting us. It has to be one of our Funeral Directors.

### Can I transfer my plan to someone else?

Once the plan has been paid in full, you may transfer the funeral plan to someone else, who will become the new plan holder. We'll need your written consent to transfer the plan to someone else.

We'll issue a new plan summary in the name of the new plan holder.

### How can I change my personal details/address?

Let us know if you change your name, address or bank details or any other information that may affect your plan.

If you move house, you'll need to get in touch as we may need to make changes to your plan. Unfortunately there may be extra charges for some changes. For example, on tailor-made plans, there may be extra costs if you're using a different crematorium.

### What other changes can be made to my plan?

We don't know what's going to happen in the future. It's unlikely, but there may be a change in the law or tax rules that affect the way we carry out the funeral. This may mean we need to apply extra charges (or pay you money back). If there are extra charges, we'll ask you or your representative to pay for these.

# How do I cancel my plan?

### Cancelling within 30 days of the start date

However you pay, you can cancel your plan within 30 days of the start date without giving any reason and receive a full refund. If we pay any money back, we'll pay it to you even if another person is paying for your plan.

You can cancel your plan by using the details below to get in touch.

- By email: funeralplans@letsco-operate.com
- In writing to us at:

Customer Services, Funeral Planning Team, Co-op Funeralcare, 12th Floor, 1 Angel Square, Manchester, M60 0AG

You may wish to use the cancellation form on page 16 and the pre-paid envelope in your pack. You need to return the plan summary to us.

### Cancelling your plan more than 30 days after the start date

If you ask us to cancel your plan after 30 days there'll be a charge of £250 on set or tailor-made plans or £100 on masonry plans. We'll pay you back the payments made for your plan (including any deposit).

If you've paid less than £250 (or £100 if a masonry plan) when you cancel, you'll have to pay the rest of the cancellation charge.

You'll need to write to us at the address above if you want to cancel. You'll also need to return the plan summary to us.

### Our right to cancel your plan

We can cancel your plan if:

- we're not able to carry out what's included in your plan due to circumstances beyond our control. This may be as a result of rules at the graveyard or churchyard on masonry plans. Or, where we're unable to provide the funeral in your chosen location or a funeral outside of Great Britain or Northern Ireland.
- you don't keep up the instalments on your plan and miss 3 instalments in a row on an instalment plan.
- you're paying in instalments over 2-25 years and you miss any 3 instalments in a 5 year period.

If we cancel your plan, we'll pay you back any payments made. We'll charge £250 for cancelling (or £100 if it's a masonry plan) if more than 30 days has passed since the plan start date.

# How do I make a complaint?

If you want to make a complaint, you can contact us by phone, e-mail or post.

• Phone:

0800 083 6301

• Email:

funeral.clientrelations@co-operative.coop

• Post:

Client Relations Team, Co-op Funeralcare, 12th Floor, 1 Angel Square, Manchester, M60 0AG

Or you can find your local Co-op funeral home on our website at **funeralcare.coop.co.uk/finder** and discuss your complaint there.

### How we manage your complaint

We'll be in touch within 5 working days to let you know we've got your complaint. We'll get your complaint to the right person and let you know who'll look into your concerns.

We'll keep you updated on our investigation and try to sort out the complaint fully within 28 days. If we can't finish our investigation within this time we'll let you know how we're getting on. If you're not happy with our response to your complaint, you can take your complaint to the Funeral Planning Authority:

• Phone:

0845 6019619

• Email:

funeralplanningauthority.co.uk/contact-us/complaint-form

• Post

Funeral Planning Authority, Barham Court, Teston, Maidstone, Kent, ME18 5BZ

Where you've bought online, we need to tell you about the online disputes resolution platform. You can find this on http://ec.europa.eu/odr. This allows customers and traders to agree disputes out of court. English Law applies to this agreement. Any claim made in a court relating to your plan will be in the Courts of England and Wales. If any part of the agreement doesn't apply the rest of the agreement still stands.

This agreement is only for your benefit. No other person (including your representative or a person who pays for your plan) has any right to bring a claim under any term of this agreement.

# What if my plan's not used?

If your plan hasn't been claimed 12 months' after your death or your 110th birthday, we'll write to your last known address to see if your plan's still needed. If we don't get a response within 56 days, we'll assume that your representative has chosen not to claim the plan benefits. We'll then have the right to cancel your plan and keep any payments you've made.

# What if I lose my plan documents?

If you lose any documents, don't worry. Call us or email us, using the details below and we'll send you a replacement.

# What if I need to contact you?

You can contact us in the following ways for plan sales, lost plan documents, plan enquiries and general enquiries.

- Phone:0800 289 120
- Email: funeralplans@letsco-operate.com
- Post

Customer Services, Co-op Funeralcare, 12th Floor, 1 Angel Square, Manchester, M60 0AG

# Cancellation notice Model Cancellation Form To: Customer Services, 12th Floor, Co-op Funeralcare Funeral Planning Team, Funeral Services Limited, 1 Angel Square, Manchester M60 0AG. I wish to cancel my funeral plan agreement Start date/date ordered: \_\_\_\_\_\_\_ Plan number: \_\_\_\_\_\_\_ Your name: \_\_\_\_\_\_ Your signature: \_\_\_\_\_\_\_ Date of form: \_\_\_\_\_\_\_

