

Your funeral plan

Terms and Conditions

This document contains the terms and conditions for your funeral plan.

Please read this document together with your funeral plan summary and demands and needs statement and keep them for future reference.



It's what we do

Terms and conditions

Welcome to Co-op Funeralcare

It is important to read through this document, as well as your funeral plan summary, as soon as possible but no later than the end of your cancellation period to make sure you are happy with the funeral plan you have chosen. You have not received advice or a personal recommendation from us for a funeral plan. We presented a choice of products to you based on answers you have provided to certain questions in order for you to make your own choice about how to proceed.

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

When we use the words **"we"**, **"us"** and **"our"**, we mean Co-op Funeral Plans Limited, the Co-op Funeralcare business which will sell, provide and manage your funeral plan.

When we use the words **"our Funeral Directors"**, we mean Funeral Services Limited, the Co-op Funeralcare business which will provide your funeral or, on occasion, another third-party Funeral Director, which we have a relationship with to help us provide funerals across the UK.

Your funeral plan is an agreement between you and us.
Your agreement is made up of these terms and conditions and your funeral plan summary.

Who can buy a plan and how does it work?

You must be a UK resident and be over 18 years when you buy your plan. If you're paying by monthly instalments over 2 to 25 years, you must have made all your payments by your 80th birthday. You cannot transfer your plan to another person.

When we are notified about your death, we will ensure that one of our Funeral Directors delivers the funeral services in accordance with your plan.

What is and is not included in my plan?

When you buy your plan, you'll get a funeral plan summary, which forms part of this agreement. Your funeral plan summary will confirm what is included in your plan, such as our Funeral Director's services and fees. If certain things that are included in your plan are not available at the time of your funeral, we will provide a like-for-like alternative at no additional cost.

Your plan does not include the following (which will incur an additional charge to be paid before we provide your funeral):

- ✗ Doctors' fees (excluding Scotland where not applicable).
- ✗ If your funeral takes place at a weekend, on a public holiday or out of normal working 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).
- ✗ If we have to transport you more than 50 miles to bring you into our care.
- ✗ Embalming, if chosen by the person arranging your funeral.
- ✗ If your funeral procession is more than 20 miles.
- ✗ Additional items requested by the person arranging your funeral that are not already covered in your plan (for example, flowers, orders of service, limousines).
- ✗ For cremations, when a service is held at a different location to the cremation specified in your plan.
- ✗ For burials, the cost of buying a burial plot (grave/lair).
- ✗ Costs associated with memorials or remembrance (for example, a headstone or an urn).
- ✗ Costs associated with when you're not a resident of the local area that the local cemetery or crematorium may charge for.
- ✗ If you die outside Great Britain and Northern Ireland and the person arranging your funeral needs our help with arrangements to bring you back.
- ✗ Any additional costs associated with changes in regulation, tax, law or industry accepted practice, which affects the conduct of your funeral.
- ✗ Local authority fees.

What is a guaranteed plan?

Our Silver and Gold plans are guaranteed plans. As well as our fees, these plans include certain charges that we pay to someone else. Charges that are covered in our guaranteed funeral plans include officiant's fees (the person who presides over any religious ceremony), church fees, crematorium fees and burial fees (where applicable). However, officiant fees at more than one location or at a different location to the burial/cremation is not included.

What is a capped plan?

Our Simple and Bronze plans are capped plans. This means that they include a payment towards certain charges that we pay to someone else, which is capped at an amount set out in your funeral plan summary, if applicable. If the total cost of these charges is more than this cap, there will be an additional charge at the time of arranging your funeral.

Our Simple plan includes a capped payment towards the cremation fee and certain fees that we pay to someone else (if applicable, this will be set out in your funeral plan summary).

Our Bronze plan will guarantee a cremation fee. If the cremation fee is less than the capped amount, any remainder can be used towards officiant fees (if applicable, the capped amounts will be set out in your funeral plan summary). Our Bronze plan will not guarantee a burial fee. The capped payment will be put towards the burial third-party costs, such as the burial or interment fee and the officiant fees.

As prices are likely to change during the life of your funeral plan, we will increase the cap on the charges that we pay to others. We will increase the cap on 1 April each year in line with the Consumer Price Index

("CPI") as at the previous 31 December. The cap could decrease if CPI goes down. The value of the cap will be set based on the date that the funeral is provided.

How do I pay for my plan?

When considering the purchase of your plan, we explained that there are three ways that you could choose to pay for your plan:

- 1 In full as a lump sum payment;
- 2 Spread the cost over 6 or 12 months;
or
- 3 Monthly instalments over 2 to 25 years.

Paying in full

If you have chosen to pay in full, we will provide the funeral services in accordance with your plan when the services are needed.

Spread the cost over 6 or 12 months

If you have chosen to pay over 6 or 12 months (having paid a minimum deposit payment of £99 or more), you will pay the balance by equal monthly payments via direct debit. You can choose a monthly payment date from the 2nd to 27th day of the month so that your payments are collected on the same day of each month. If this payment date is on a weekend or on a bank holiday, we'll collect the monthly payment just after that date.

If you miss three (3) monthly payments in a row, we reserve our right to cancel your plan and give you back the money paid (less our £125 cancellation fee, if your plan is cancelled outside the first 30 days).

We will provide your funeral when you die only if your funeral plan has been paid for in full. If you die before all payments have been made, the person arranging your funeral on your behalf will need to pay the balance before our Funeral Director can provide your funeral or the plan can be cancelled, and we will return your payments.

Paying in monthly instalments over 2 to 25 years

If you have chosen to pay over 2 to 25 years (having paid a minimum deposit payment of £99 or more), you will pay the balance by equal monthly instalments via direct debit. You can choose a set monthly payment date from the 2nd to 27th day of the month so that your payments are collected on the same day of each month. If this payment date is on a weekend or on a bank holiday, we'll collect the monthly payment just after that date.

As you will be paying over a longer period of time, there will be an additional charge (as set out and explained in your quotation and funeral plan summary).

If you miss three (3) monthly payments in a row, we reserve our right to cancel your plan and give you back the money paid (less our £125 cancellation fee, if your plan is cancelled outside the first 12 months).

If you die **within 12 months** of purchasing your plan (and your death wasn't an accident) and your payments are up to date, the person arranging your funeral will have two options:

- 1 To pay the balance so that we can provide your funeral; or
- 2 To not pay the balance and we'll cancel your plan and return your payments.

If you die within 12 months and your death was as a result of an accident, we will provide your funeral. However, if your payments are not up to date, the person arranging your funeral will need to pay those missing payments before the funeral can be provided.

If you die **after 12 months** of purchasing your plan and your payments are up to date, we will not collect your outstanding balance and will provide your funeral in accordance with your plan. However, if your payments are not up to date, the person arranging your funeral on your behalf will need to pay those missing payments before the funeral can be provided.

What if payments are missed on monthly payment plans?

It's important that you contact us as soon as you can if you are finding it difficult to pay your monthly payments. You can contact us in the following ways:



Phone:
0800 289 120



Email:
funeralplanenquiries@coop.co.uk



Post:
**Customer Services
Funeral Planning Team
Co-op Funeralcare
1 Angel Square
Manchester
M60 0AG**

Can someone else pay for my plan?

Unless we are provided with a Power of Attorney (or equivalent legal document) authorising someone else to make decisions on your behalf, we do not take payments from anyone else other than you.

The person acting under a Power of Attorney (or equivalent legal document) must be 18 or over and, for instalment plans, all payments must be completed by their 80th birthday.

Can I make one-off payments towards my plan?

Yes, you can make one-off extra payments on any monthly payment plan at any time. If you do this, you can either:

- 1 Pay the same amount monthly over fewer monthly payments so that you finish paying for your plan earlier; or
- 2 Carry on paying over the same number of monthly payments, so each monthly payment is lower.

You can only change the payment period once in any calendar year and when you've made a one-off payment, we'll send you a new payment schedule. Please contact us using the details on page 10 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 10 and we can tell you how much you've got left to pay.

What happens when I die?

The person arranging your funeral should contact your chosen funeral home as soon as possible. Our Funeral Director will confirm to that person what's included in your plan and will support and guide them to arrange your funeral.

No changes can be made to what is included in your funeral plan after you die either before or during the arrangement of your funeral and no refunds will be given for any funeral plan items not used. If extra items are needed which are not included in your plan, these will need to be paid for separately when your funeral is arranged.

Our funeral plans can only be carried out by one of our Funeral Directors. If the person arranging your funeral chooses to arrange your funeral with another funeral services provider who is not approved by Co-op Funeralcare, we reserve the right to cancel your plan. However, we'll discuss this with the person arranging your funeral first. If your plan is cancelled, then we'll refund what you've paid including any deposit (less our cancellation fee of £125).

How do we keep your money safe?

To ensure your money is safe and protected at all times, after deducting an administration fee of up to 6% of each payment made to meet our initial costs of selling and arranging your plan, we invest the remaining amount required to pay for your funeral into an individual whole of life insurance policy with The Royal London Mutual Insurance Society Limited ("**Royal London**").

In accordance with regulatory requirements, we have arrangements in place with Royal London to ensure this invested money will only be released in the following circumstances:

- 1 If you or we cancel your plan (we will refund you the amount you have paid, less any cancellation fee, if applicable);
- 2 You die, and a valid death certificate, or certificate of burial or cremation (GR021 in Northern Ireland) where a death certificate is not available, is provided to us, which we shall pass to Royal London (we use your money to provide your funeral); or
- 3 Our business fails (Royal London will distribute funds back to your estate when an alternate funeral plan provider cannot be found).

In the unlikely event that our business fails, the insolvency practitioner will seek to make arrangements with a third-party funeral plan provider to transfer your plan to ensure that your funeral can still be provided when you die on terms corresponding, in all material aspects, to your funeral plan. However, if this is not possible, you (or your next of kin if you have died) will have a legal right to claim your monies back from Royal London direct. As such, by purchasing this funeral plan, you consent to your funeral plan being transferred to another funeral plan provider on the same terms in the event that our business fails.

If a transfer of your plan to another provider or return of your monies is not possible, you will be entitled to compensation under the Financial Services Compensation Scheme ("**FSCS**"). Further information about the FSCS compensation scheme arrangement is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Can I make changes to my plan?

It is important that you regularly review your funeral plan summary to make sure it is right for you.

If you need to make changes to your plan before you die (for example to change your nominated representative), please contact us using the details on page 10.

If you have **paid in full**, you can **upgrade** or **downgrade** your funeral plan. Any upgrade will need to be paid for when you make a change. For any downgrade, we will refund the difference between the price you paid for your existing plan and the current price of the equivalent new plan.

If you are **paying by monthly payments**:

- 1** You can **upgrade** or **downgrade** your funeral plan (providing the updated plan is right for you). Any upgrade can either be paid for as a lump sum or you can increase your monthly payment to take account of the change. For any downgrade, we will refund the difference between the price you are paying for your existing plan and the current price of the equivalent plan, or we can adjust your monthly payments to take account of the change;
- 2** Over **6 or 12 months**, you can extend your period of payment from 6 to 12 months. If you want to extend beyond 12 months, you will need to cancel your existing funeral plan and purchase a new one, to be paid over 2 to 25 years. You can shorten your period of payment from 12 to 6 months;
- 3** Over **2 to 25 years**, you can extend your payment plan to pay over a longer period (maximum 25 years). As an example, if you've paid over 6 years on your existing plan, your new payment period can run for a maximum of a further 19 years (total of 25 years). This is subject to all payments being made by the time you reach your 80th birthday. You can shorten your period of payment (minimum 2 years) and we will adjust your monthly instalments.

You can only change your payment term once per calendar year and we reserve the right to cancel an existing plan and issue a new one.

How do I change my funeral home?

Whilst we gave you the option to select your preferred funeral home at the time you purchased your plan, you can change this at any time by contacting us using the details on page 10.

If you move to an area where we cannot provide your funeral, either through our Co-op Funeralcare Funeral Directors or our network of approved third-party Funeral Directors, we reserve the right to cancel your plan and provide a refund to you.

From time to time, we may have to make difficult decisions such as to close one of our funeral homes. If your preferred funeral home is one of these, we will notify you as soon as we are able and discuss your options with you.

How can I change my personal contact details?

Please let us know if you change any of your personal details (for example your address or bank account) by contacting us using the details on page 10. It is important that you keep us informed with any updates as it may affect your plan.

What other changes can be made to my plan?

If there is any change in regulation, law, tax rules or general practice that may affect the way we provide your funeral, we reserve the right to make changes to your plan, which could mean we need to apply additional charges or cancel your plan and give you a refund.

Where we are able to, we will notify you and your nominated representative (if you have chosen one) in writing and in good time about any material change before it takes effect and will provide an explanation of any implications, where necessary. However, external factors beyond our control may mean that we are unable to notify you of the change before it is implemented.

If we think any alteration to these terms and conditions is to your advantage, we will make it immediately and tell you at a later date.

How do I cancel my plan?

If you have **paid in full or you are paying by monthly payments over 6 or 12 months**, you can cancel at any time. If you cancel **within 30 days** of purchasing your plan and receiving these terms and conditions, we will provide a full refund of all payments made (including any deposit). If you cancel **after this 30-day period**, we will refund the payments you have made (including any deposit) but deduct our £125 cancellation fee.

If you are **paying by monthly instalments over 2 to 25 years**, you can cancel at any time. If you cancel (or die from anything other than an accident) **within 12 months** of purchasing your plan and receiving these terms and conditions, we will provide a full refund of all payments made (including any deposit). If you cancel **after this 12-month period**, we will refund the payments you have made (including any deposit) but deduct our £125 cancellation fee.

You lose your right to cancel if: (1) a request to redeem your plan is made; or (2) your funeral has been provided. If you exercise your right to cancel, we will return any payments owing to you promptly

(less any applicable cancellation fee). By cancelling, you withdraw from this funeral plan agreement and it will be treated as being terminated.

You can request to cancel your funeral plan in any of our Co-op Funeralcare homes, on our website or by contacting us in the following ways:



Phone:
0800 083 6301



Email:
funeralplanenquiries@coop.co.uk



Post:
**Customer Services
Funeral Planning Team
Co-op Funeralcare
1 Angel Square
Manchester
M60 0AG**

So long as the relevant 30-day period (if you have paid in full or you are paying by monthly payments over 6 or 12 months) or 12-month period (if you are paying by monthly instalments over 2 to 25 years) has passed, we have the right to cancel your plan and charge our £125 cancellation fee if:

- 1** We are not able to carry out what's included in your plan due to circumstances beyond our control; or
- 2** You miss 3 monthly payments in a row and we have complied with our regulatory obligations to notify you about those missed payments.

How do I make a complaint?

You can make a complaint in any of our Co-op Funeralcare homes, or by contacting us in the following ways:



Phone:
0800 083 6301



Email:
funeral.complaints@coop.co.uk



Post:
**Client Relations Team
Co-op Funeralcare
1 Angel Square
Manchester
M60 0AG**

We will aim to deal with your complaint promptly. If you are not satisfied with our final response, you may be able to refer your complaint to the Financial Ombudsman Service ("FOS"). FOS can look at most complaints and the service is free to use.

Their address is Exchange Tower, London, E14 9SR or they can be contacted on 0800 023 4567. Their email address is complaint.info@financial-ombudsman.org.uk.

What if I lose my plan documents?

If you lose this document and/or your funeral plan summary, call or email us, using the details below and we'll send you a replacement free of charge.

What if I need to contact you?

You can contact us in the following ways:



Phone:
0800 289 120



Email:
funeralplanenquiries@coop.co.uk



Post:
**Customer Services
Funeral Planning Team
Co-op Funeralcare
1 Angel Square
Manchester
M60 0AG**

Other important terms

We are registered with the Information Commissioner's Office under registration number ZB189887. We collect, store and use your personal information to provide and manage your funeral plan. If you have provided your consent, we may also use your personal information for the purposes of offering other Co-op products and services that we think may be of interest to you. For further information on how we process your personal information, please see our privacy notice at coop.co.uk/funeralcare/privacy-notice or contact us using the details opposite and we will provide a paper copy to you free of charge.

We are required by legislation to establish the identity of potential clients. This means we may have to verify your identity and if so, this would involve electronic identity checks. If you fail any of our client due diligence checks, we reserve our right to cancel your funeral plan and return your payments (including any deposit but deducting any cancellation fee, if applicable).

You must not knowingly provide us with incorrect information. If you do, we reserve our right to cancel your funeral plan and return your payments (including any deposit but deducting any cancellation fee, if applicable).

English law applies to this funeral plan agreement. Any claim made in a court relating to your funeral plan will be in the Courts of England and Wales. If any part of this agreement is deemed to be unenforceable, the rest of the agreement still stands.

This agreement is only for your benefit. No other person (including your nominated representative or anyone else that arranges your funeral) has any right to bring a claim under any term of this agreement.



It's what we do

Co-op Funeralcare is a trading name for Funeral Services Limited (FSL) and Co-op Funeral Plans Limited (CFPL), both of which are part of the Co-op Group. FSL provides our Co-op funeral services and is a registered society, with its registered office at 1 Angel Square, Manchester, M60 0AG (registration number 30808R). CFPL provides and sells our Co-op funeral plans and is a registered society, with its registered office at 1 Angel Square, Manchester, M60 0AG (registration number 4818). CFPL is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 962119.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register

FSC Logo

coop.co.uk/funeralplans

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