

# Central England Co-operative Funeral Plan

## Terms and Conditions

### Definitions

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

**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 obligations for the plan, including meeting the payment arrangement; the applicant may also be a 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 Central England Co-operative Funeralcare applying at the start date, 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

**Client** - means the person who owns the rights to the plan and is responsible for any payment and amendments

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

**Event of default** - means

- (a) you terminate your plan 30 days after the start date; or
- (b) we terminate your plan in accordance with the terms and conditions; or
- (c) funeral services in respect of the plan holder are performed by a funeral director other than a funeral director participating in the business and no termination event has taken place; or
- (d) 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
- (e) the funeral in respect of a plan holder is held or to be conducted outside Great Britain

**Funeral director(s)** - means the funeral director(s) at Central England Co-operative Funeralcare selected by you to deliver the plan benefits or your local Co-operative Funeralcare director as the context requires

**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 your 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 schedule** - 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 schedule 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

**Instalment charge** - means the amount that is charged in addition to the single payment price if you are paying over a set period greater than 12 months

**Joint funeral plan** - means a funeral plan which 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 number of months you've selected, including any instalment charge applicable for this facility

**Plan benefits** - means the funeral services that Central 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 schedule.
- ▶ 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 schedule.

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

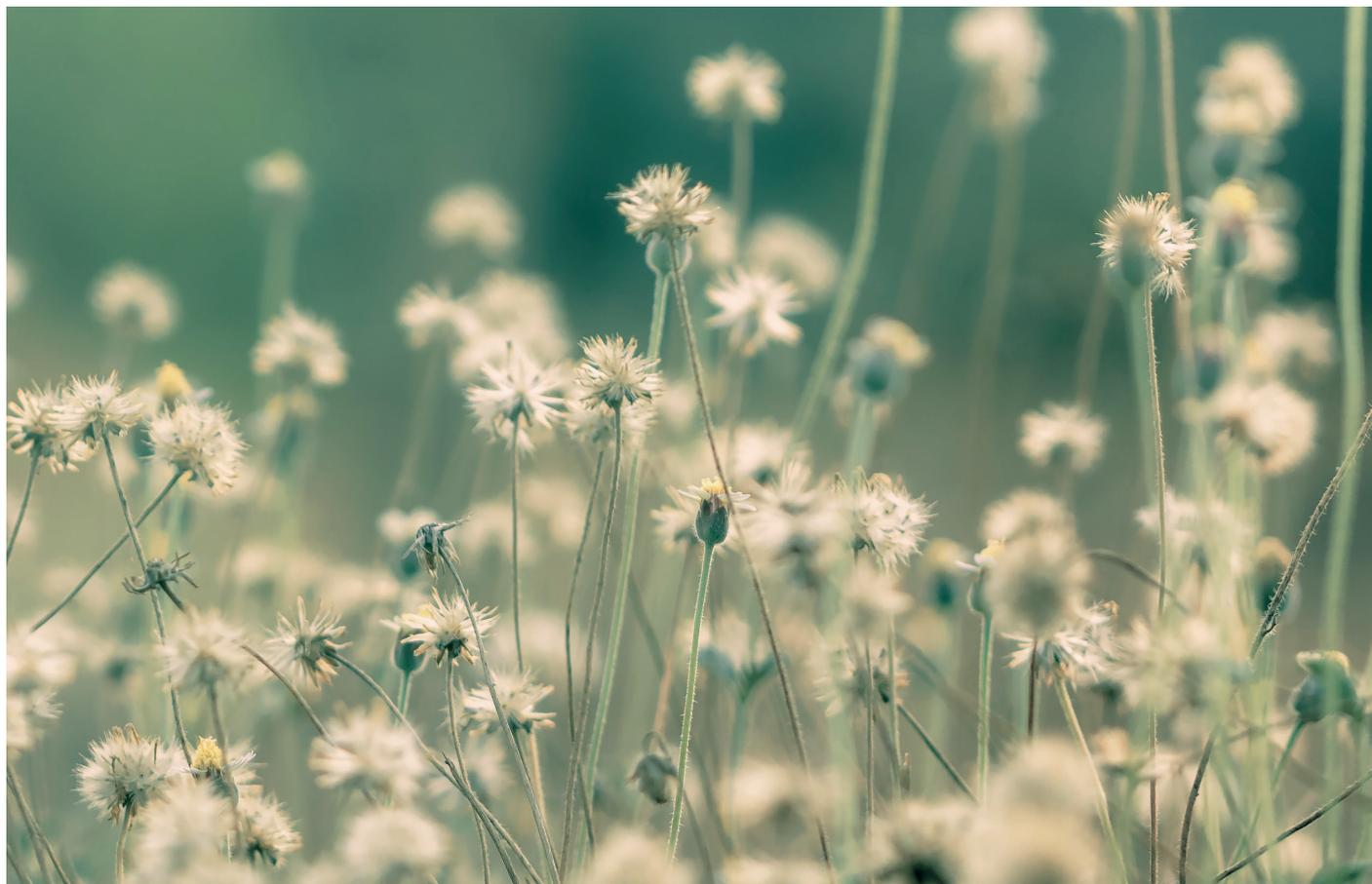
**Representative** - means executor, trustee, personal representative or other representative who has been legally appointed and authorised to act on behalf of the plan holder after their death

**Selected plan** - means the plan you've chosen to buy, either 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, only available through a Central England Co-operative Funeralcare funeral director



# Terms

## 1. Our contract with you

**How we will accept your application.** Our acceptance of your funeral plan application will take place when we write to you to accept it and enclose the plan schedule (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 application.** If we are unable to accept your application, we will inform you of this in writing and will not charge you for the products or 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 Central England Co-operative Funeralcare, you need to be over the age of 18 and arrange your payment method at the 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 Central 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 and schedule

Upon receipt of your application, you will receive a plan schedule detailing your chosen products and services. Your certificate will be issued within 28 days of full or final 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 applicant's 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, including any instalment charge applicable for this facility.

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 towards the funeral, if conducted in a Central England Co-operative Society funeral home, and the funeral will be charged at the current rate at the time of the funeral arrangement. If you would like to make arrangements with another Co-operative Society, the balance will need to be settled to activate the funeral plan.

## 6. Paying for the plan

The cost of the Central England Co-operative funeral plan will depend upon the individual funeral services requirements specified therein.

A schedule of the arrangements made will be sent or 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 in a funeral home location.
- ▶ Payment may be made in one lump sum or over a 12-month term interest free or 24, 36, 48 or 60 monthly instalments which will incur an instalment charge. The Central England Co-operative funeral plan certificate will be issued within 28 days of full or final 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 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 on 01543 223762. 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 three months to contact us to arrange a new payment schedule.

If your new payment schedule exceeds the original time frame agreed, you may incur an additional instalment charge.

If you default for more than three months, you will no longer have the option to reinstate the plan. Any 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.

## 9. How to claim the plan benefits

Provided the funeral plan has been paid in full, your representative can claim the plan benefits at any funeral home which is part of Central England Co-operative or other participating Co-operative Societies.

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

- ▶ An original copy of the plan holder's Death Certificate.
- ▶ The funeral plan certificate (or a copy issued by Central 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 schedule.

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

For cremation:

- ▶ Fees payable for cremation documents.
- ▶ Fees for cremation at a local crematorium.
- ▶ Minister or Officiant's fee to perform a service at a local crematorium.
- ▶ Doctor's/Medical Examiner's fee.

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 (but NOT the purchase 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.
- ▶ The cost of a marker cross, which is in some cemeteries placed on a grave after the funeral until a headstone can be erected.

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 (but NOT the purchase of) the grave at a local churchyard or graveyard.
- ▶ 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.
- ▶ The cost of a marker cross, which is in some cemeteries placed on a grave after the funeral until a headstone can be erected.

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.
- ▶ The cost of a marker cross, which is in some cemeteries placed on a grave after the funeral until a headstone can be erected.

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; only those services itemised and costed on the application form are included in the plan benefits.

All of our funeral arrangement and third party fees are fully guaranteed. You are also able to make a contribution towards additional products and services. The balance on these items will be payable on the funeral invoice.

## 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 the 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. We can assist with the purchase of a pre-paid memorial masonry plan. Please speak to one of our funeral colleagues to discuss further.
- ▶ 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 cemetery/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:

- ▶ 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.
- ▶ 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.
- ▶ Where a journey needs to be made exceeding 30 miles from your chosen funeral home 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 and laws 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 Central England Co-operative funeral plan, we may take instructions from your representative. This may include amending the specification of your funeral plan or funeral 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 the 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 the Society. Refunds will NOT be issued for any items listed on the Central 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 Central England Co-operative funeral home or another Co-operative Society.

## 15. Funeral wishes

If any funeral wishes have been recorded with us, these will be passed on to the funeral director at the time of arranging the funeral. Funeral wishes 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 cost (if any) of the stated funeral wishes. Any additional costs will be notified to the 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 wishes can be completed in conjunction with your funeral plan or as a standalone request.

## 16. 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. Where applicable, any discount will be applied prior to the instalment charge being calculated.

## 17. Availability

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. The images of the products in our brochures and on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that all products' display of the colours accurately reflects the colour of the products. Your products may vary slightly from those images.

## 18. 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.

## 19. 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 Central England Co-operative funeral home or the Funeral Planning team.

Changes can only be made prior to the death of the plan holder.

## 20. Payment following changing your plan

Costs of any upgrade will be provided at the prices prevailing at the time of the change request.

For tailor-made plans only, a new funeral plan schedule will be provided once payment has been received.

## 21. 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.

If Doctors or Medical Examiner fees have been paid as part of the funeral plan and are no longer required due to a referral to Coroner, these funds can be transferred as a contribution towards another product or service.

## 22. Joint plans and memorial masonry plans

Specific terms and conditions relating to joint funeral and memorial masonry 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 26) 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 or memorial 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.

## 23. Unclaimed money

If the funeral plan services have not been claimed and we are informed that the plan holder may have passed away, then we may write 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 56 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.

## 24. Change of address

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

Funeral Planning Team, Central England Co-operative, Central House, Hermes Road, Lichfield WS13 6RH or you can call into a funeral home to complete an amendment form with one of our colleagues.

If you move house and have a tailor-made plan, you must contact your local Central 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, we will discuss these with you before processing your change of address.

If you move house and have a set funeral plan, there will be no additional charges payable for the elements included within the plan. All of our set plans include a single interment fee.

Please note, if moving house takes you outside of any parish/district/cemetery boundaries, there may be additional burial costs imposed by local councils and cemeteries. These additional charges will be payable by the funeral arrangement client.

## 25. Co-operative Membership points

The terms and conditions of Central England Co-operative Membership apply to the purchase of a funeral plan. Only the applicant is entitled to Central England Co-operative Membership points, if they provide a valid Membership number at the time of completing the application form. Membership points cannot be added retrospectively. For more information on Central England Co-operative Membership, go to our website: [www.members.coop](http://www.members.coop)

## 26. Cancellation

Cancelling within 30 days:

Whatever the payment arrangement, you have the right to cancel your selected plan without any penalties up to 30 days after receiving written confirmation from us that your plan has been set up, as long as the plan has not been redeemed. If you wish to cancel the plan you must notify us in writing or by completing an amendment form with one of our funeral colleagues in any of our funeral homes and returning the plan certificate (and any additional copies) to us. 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:

You have the right to cancel your selected plan after 30 days following acceptance, as long as the plan has not been redeemed. If you wish to cancel the plan you must notify us in writing or by completing an amendment form with one of our funeral colleagues in any of our funeral homes and returning the plan certificate (and any additional copies) to us. Upon receipt of this cancellation notification and funeral and plan certificate we will refund all the payments you have made on the selected plan, less £350 which is made up of an administration charge of £250 plus a £100 cancellation fee. If you are paying by instalments over more than 12 months, and have paid an additional fee as a result, we will retain the additional fee for payments made from month 13 onwards. If the amount you have paid is less than £350 (£250 administration charge and £100 cancellation fee), we reserve the right to ask you to pay the balance. If you would like to discuss cancellation of your funeral plan, please contact our Funeral Planning team on 01543 421378.

## 27. Complaints procedure

If you have a complaint about your funeral plan, please contact our customer service team on 01543 223762 or write to Customer Service Team, Central England Co-operative, Hermes Road, Lichfield WS13 6RH or email [funeral.support@centralengland.coop](mailto:funeral.support@centralengland.coop)

If your complaint cannot be resolved by the end of the next working day, we will write to you within five working days of receipt, and aim to resolve within 14 days. If we cannot respond to the issue within 14 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 Central England Co-operative Funeralcare is a registered member. Visit [www.funeralplanningauthority.co.uk](http://www.funeralplanningauthority.co.uk) or telephone 0845 601 9619 (call costs 5p a minute plus your phone company's access charge).

The FPA provides an independent conciliation arbitration service through the Chartered Institute of Arbitrators.

## 28. VAT

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

### 29. 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.

### 30. 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. If you live in Scotland you can bring legal proceedings in respect of the services and/or products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services and/or products in either the Northern Irish or the English courts.

### 31. Data protection notice

Your data is important to us. By applying for a funeral plan, you agree to Central 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 Insurance Society Limited.

For more information on how your data is used, please view our data protection policy on our website [www.centralengland.coop/privacy](http://www.centralengland.coop/privacy)

### 32. General

These terms and conditions, together with the brochure, key features and your application form make up the arrangement between the applicant and Central 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 relevant documentation. No other person (including the plan holder if this is not the applicant or their representatives) has any right under the Contracts (Right 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.