

# Central England Co-operative Funeral Plans Terms and Conditions

It's important that you read these Terms and Conditions in full before the end of your Cancellation Period to check that the funeral plan is right for you. Please keep a copy of the Terms and Conditions safe for your future reference. We're not making any personal recommendation for your plan, it's up to you to be satisfied that it's right for you and meets your demands and needs.

The Terms and Conditions, together with your Application Form and Funeral Plan Summary, form the legal agreement between you and us for your Funeral Plan (Agreement). You or the Nominated Representative can ask us for a copy at any time. After you have entered into your Agreement, we'll send you a letter confirming your purchase and detailing your chosen products and services.

Where we refer to "you" or "your" in these Terms and Conditions, we mean the "Customer" and/or, the "Covered Individual", as defined in the Glossary below.

We're Central England Cooperative Funeral Plans Limited. We'll also call ourselves "CEC Funeral Plans" in these Terms and Conditions.

We've split these Terms and Conditions into three parts. They are:

- **PART A - About your Funeral Plan**, sets out the terms on the provision, payment and redemption of your Funeral Plan, and your right to cancel;
- **PART B - Exclusions, limitations and changes to your Funeral Plan**, sets out details of any services and/or fees which are not included in your Funeral Plan and details of how and when your Funeral Plan can be amended;
- **PART C - Other important terms**, sets out details of what happens if we're unable to provide your funeral under the Funeral Plan, how you can make a complaint and other general terms you should be aware of about your Funeral Plan.

## Glossary

There are number of important words and phrases used throughout these Terms and Conditions which start with a capital letter to show that they've got a particular meaning. You can see these in the glossary below:

**Admin Fee** - a one-off fee (inclusive of VAT) applied to cover the administrative costs of setting up the Funeral Plan and arranging investments of the funds.

**Application Form** - our application form that must be completed to buy your selected Funeral Plan

**Brochure** - the official brochure and inserts made by CEC Funeral Plans applying at the Start Date, setting out the details of our Funeral Plan, including your options for the ways you can make payment

**Cancellation Period** - the period you can cancel your Funeral Plan without charge detailed in conditions 8.2 and 8.3

**Covered Individual** - the person who is covered by the Funeral Plan in the event of their death, the Covered Individual may be a different person to the Customer

**Customer** - the person who buys the Funeral Plan and is the person who has the contractual rights to and obligations for the Funeral Plan, including payment of the Funeral Plan

**Fixed Monthly Instalments** - paying towards your Selected Plan each month over the Instalment Term you've selected, including any Instalment Charge applicable for this facility

**Funeral Services** - the services that are supplied by the funeral home. Only those Funeral Services specified in your selected Funeral Plan are included in the Plan Benefits

**Funeral Plan** - a financial commitment is made for selected products and services guaranteed to be carried out by the selected funeral home at the time of need

**Funeral Plan Summary** - the document that we'll give to you during the application process, and before we complete the sale of your Funeral Plan, (or for telephone applications, immediately after), showing a summary of the Funeral Plan terms and Plan Benefits

**Funeral Wishes** - the requests for your funeral arrangements you've recorded with the funeral home, which are provided as additional services at the time of your funeral, and aren't included in the Plan Benefits

**Instalment Term** - the period over which you've agreed to pay for your Funeral Plan if you've chosen to pay for your Funeral Plan by Fixed Monthly Instalments

**Instalment Charge** - the amount that is charged in addition to the single payment price if you've chosen to pay for your Funeral Plan by Fixed Monthly Instalments, over an Instalment Term longer than 12 months

**Lump Sum Payment** - the payment you make for your Funeral Plan if you've chosen to pay for your Funeral Plan in full at the time you take out your Selected Plan, including the Admin Fee

**Nominated Representative** - the person you nominate on your Application Form who'll be notified of your Funeral Plan and can present a claim for your Plan Benefits

**Plan Benefits** - the funeral services that CEC Funeral Plans will provide under the Funeral Plan:

- 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, as shown in 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 shown in your Funeral Plan Summary.

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

**Selected Plan** - the Funeral Plan you've chosen to buy, either a Set Funeral Plan, or a Tailor-Made Plan

**Set Funeral Plan** - one of the funeral plans set out in our Brochure with pre-determined Plan Benefits and which is not a Tailor-Made Plan

**Start Date** - means the date that your Selected Plan starts

**Tailor-Made Plan** - means a bespoke funeral plan where you can choose the products and services to be included in your Funeral Plan

**Working Days** - any day except a Saturday, Sunday or a public holiday in England and Wales, or Scotland if you are resident in Scotland.

## PART A - About your Funeral Plan

### 1 About us and our Agreement

1.1 Your Funeral Plan is provided by Central England Co-operative Funeral Plans Limited (**CEC Funeral Plans**) registered in England Wales under Registered Number RS004842. Our registered address is at Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, Staffordshire, WS13 6RH. The words '**we**', '**us**' and '**our**' mean CEC Funeral Plans. We're authorised and regulated by the Financial Conduct Authority, with firm reference number 963168. You can check our authorised status using the FCA Register at: <https://register.fca.org.uk/s/>.

1.2 We won't make any recommendations or provide any advice on our Funeral Plans, you'll need to make sure that the Funeral Plan you select is right for you and meets your demands and needs.

#### 1.3 How we will accept your application.

When we receive your Application Form, we'll check the information you've given us about yourself, and we'll perform identity checks to prevent financial crime. We will undertake checks to establish whether the person making payment is classed as a Politically Exposed Persons (PEP) or subject to any sanctions. We may accept the plan before the PEPS and Sanctions check has been carried out but need to perform additional monitoring in the event of a positive outcome. We'll also send you your Funeral Plan Summary, confirming your chosen products and services.

We will need to have received the payment from you to confirm the purchase of your Funeral Plan before we can approve and accept your application (this is the lump sum payment when paying in full, or the administration fee when paying by instalments). Once we have received your payment and when we write to you to confirm acceptance of your application, our Agreement with you will start. However, you'll only be entitled to receive the Plan Benefits (the funeral) when the full funds have cleared.

#### 1.4 If we can't accept your application.

If we can't accept your application, we'll let you know in writing, and we won't charge you for the products and services.

#### 1.5 Plan number.

We give each Funeral Plan a plan number. It will help us if you, the Nominated Representative and/or the Representative can tell us the Plan Number whenever contacting us about your Funeral Plan.

## 2 Eligibility

To be eligible for a Funeral Plan with CEC Funeral Plans, you need to be over the age of 18 and resident in England, Wales or Scotland. There are no medical or health questions.

## 3 Application Form

By sending your Application Form to us, or through our funeral plan arrangers, you're agreeing to buy your Selected Plan from us under these Terms and Conditions. We need the Customer to sign the Application Form, and they'll have the contractual rights and responsibilities under the Funeral Plan, including to make payment for the Funeral Plan. For telephone applications, we'll accept your verbal consent to your application. Whenever we need to get in touch, we'll contact the Customer (who can also be the Covered Individual).

## 4 Confirmation of your Funeral Plan

4.1 When we receive your application, and your payment, we'll send you a letter confirming your purchase, including a Funeral Plan Summary giving you information about your Selected Plan, and a "Welcome Pack" with information about us. We'll send this to the Customer's address. If you have chosen to pay for your Funeral Plan by Fixed Monthly Instalments, we'll include information about these payments and any applicable Instalment Charge, when they are due, and the total cost.

4.2 Within 5 business days of the Start Date, we'll notify the Nominated Representative, (if one is appointed), of the details of the Funeral Plan, so that they know about the Funeral Plan, understand its features and how they can claim the Plan Benefits in the event of the Covered Individual's death.

4.3 Within 30 days of the Start Date, we'll identify and make arrangements with an appropriate funeral home to carry out the Funeral Services. Unless you've told us which funeral home you want to use, we'll select a Central England Co-operative Funeral Home closest to the address of the Covered Individual at the time of application. We'll tell you and your Nominated Representative which funeral home we have made the arrangements with and their contact details, within 2 Working Days of confirming the arrangements.

4.4 We'll send you a plan statement at least every 3 years to remind you of your Selected Plan and its key features.

## 5 Payment of your Funeral Plan and Eligibility for the Plan Benefits

5.1 The cost of your Funeral Plan is based on the products and services detailed in your Selected Plan.

**How you will pay for your Funeral Plan, and when you will become entitled to the Plan Benefits, depends on whether you have chosen to pay in full with a Lump Sum Payment, or by Fixed Monthly Instalments. Please see the details relevant to your applicable payment option below.**

### Terms which apply if you have chosen to pay in one Lump Sum Payment:

5.2 **How to pay:** You'll need to pay the full amount of the Funeral Plan cost in one Lump Sum Payment at the time you apply for your Selected Plan. We can take payment by Visa and Mastercard credit cards/debits cards, bank transfers, cheque or cash (we can only take cash in a funeral home with one of our funeral plan arrangers).

5.3 We take a one-off Admin Fee of £250 for each Funeral Plan, which is already included in our Set Funeral Plan prices.

5.4 The Customer is the person responsible for ensuring the Lump Sum Payment is made.

5.5 When we receive your Lump Sum Payment, we will pay this amount (less the Admin Fee) into a whole of life insurance policy which we hold with Royal London Mutual Insurance Society Limited (**Royal London Policy**). This ensures we have enough money to pay for and provide the Plan Benefits in line with the Funeral Plan, when the Covered Individual dies.

5.6 **Eligibility for the Plan Benefits.** You are entitled to the Plan Benefits as soon as we confirm we have accepted your application and cleared funds of your Lump Sum Payment have been received in full.

### Terms which apply if you have chosen to pay by Fixed Monthly Instalments

5.7 **How to pay:** We'll tell you how much you have to pay each month and the date by which you must pay your Fixed Monthly Instalments. We'll tell you this during the application process and confirm these details in the confirmation letter we send to you after you have entered into the Agreement. All Fixed Monthly Instalments must be paid over the Instalment Term. Payment must be made by Direct Debit.

5.8 You can choose to pay over an Instalment Term of 12 or 24 monthly instalments. Any Instalment Term over 12 months will incur an Instalment Charge. This is to cover a reasonable pre-estimate of our costs incurred, or any lost investment gain in connection with the Royal London Policy (see condition 5.11) as a result of you paying in instalments rather than in one single payment.

5.9 We take a one-off Admin Fee of £250 payable at the time you take out your Funeral Plan which acts as a deposit for payment of the Funeral Plan over the Instalment Term.

5.10 The Customer is the person responsible for ensuring the payment of the Admin Fee and Fixed Monthly Instalments.

5.11 We'll apply your Fixed Monthly Instalments to a whole of life insurance policy purchased from Royal London Mutual Insurance Society Limited (Royal London Policy). This ensures we have enough money to pay for and provide the Plan Benefits in line with the Funeral Plan when the Covered Individual dies.

### 5.12 Eligibility for the Plan Benefits

You're entitled to the Plan Benefits:

- (a) once you have paid all of your Fixed Monthly Instalments, by the end of the Instalment Term, including any applicable Instalment Charge; or
- (b) at any time if the Covered Individual dies as a result of accidental death.

5.13 If the Covered Individual dies before the Funeral Plan has been paid in full (except in the case of accidental death), your Funeral Plan will be cancelled and we'll provide a full refund of all amounts paid. Refunds will be paid to the Customer or the Covered Individual's Representative. Alternatively, the Nominated Representative or Representative will have the option to pay the balance outstanding so that the Plan Benefits can be provided.

5.14 Missing Payments. Missing payments could mean that we cancel your Funeral Plan.

5.15 If you miss two or more consecutive Fixed Monthly Instalments, you must pay us the payment shortfall within 10 Working Days of us providing you with a statement detailing your missed payments and the total amount due (Missing Payments Statement).

5.16 We have a right to cancel your Funeral Plan, if you don't pay the full amount of the payment shortfall within 10 Working Days of the Missing Payment Statement (see condition 9.2). If we don't cancel your Funeral Plan after your failure to pay the payment shortfall, we'll continue to provide you with a statement detailing the amount of the payment shortfall, and consequences of missing further payments, after each further consecutive missed payment, but we may still cancel your Funeral Plan at a later date.

## 6 How to claim the Plan Benefits

6.1 From the Start Date, the Nominated Representative or Representative can claim the Plan Benefits at any funeral home which is part of Central England Co-operative or other participating Co-operative Societies.

6.2 After the death of the Covered Individual, the Nominated Representative or the Representative must contact the Funeral Plan Administration Team on **01543 421305**, by writing to us at **Funeral Plan Administration Team, Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, Staffordshire, WS13 6RH** or email **redeem@funeralplanning.coop** and provide us with the plan number, the details of the Covered Individual and/or Funeral Plan, and send us an original copy of the Covered Individual's death certificate.

6.3 When we've received the death certificate, we'll redeem the Funeral Plan fairly and promptly, and make sure you receive the Funeral Services in your Funeral Plan, and they are provided by the funeral home to a satisfactory quality with reasonable care and skill.

## 7 What costs are included in your Selected Plan

7.1 Only those items specified are included in your Selected Plan. Any service or fee not mentioned is excluded from your Plan Benefits.

### Set Funeral Plans:

7.2 Our Set Funeral Plan guarantees to cover:

- (a) All of the funeral home's services and fees included in your Set Funeral Plan as shown in the Funeral Plan Summary; and
- (b) The third-party charges included in your Set Funeral Plan which comprise:

### For cremation:

- Fees payable for cremation documents.
- Fees for cremation at a local crematorium.
- Minister's 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 needed and you want to be buried at a local cemetery or graveyard:

- An in-area burial fee which covers the cost of burial (interment) if the Covered Individual is a resident of the district or parish the grave is located in.
- Funeral service location fee including the Minister's or Officiant's fees to conduct a service at either a local church, cemetery, chapel or at the graveside.
- (Excluding Essential and Unattended Plans), 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 or graveyard:

- An in-area burial fee (interment) including preparation of the grave but not including any costs to removal concrete, slabs and chippings.
- Funeral service location fee including the Minister's or Officiant's fees to conduct a service at either a local church, cemetery, chapel or at the graveside.
- (Excluding Essential and Unattended Plans), 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:

7.3 Our Tailor-Made Plan guarantees to cover the Funeral Services itemised and costed on the Application Form and Funeral Plan Summary. Only those Funeral Services itemised and costed on the Application Form and Funeral Plan Summary are included in the Plan Benefits.

7.4 All of our funeral arrangement and third-party fees are fully guaranteed for the Plan Benefits.

## 8 Your right to cancel

8.1 There is no right to cancel a Funeral Plan after a redemption request has been made.

### Cancelling within the Cancellation Period

**The Cancellation Period that applies to your Funeral Plan, depends on whether you have chosen to pay in full with a Lump Sum Payment, or by Fixed Monthly Instalments. Please see the Cancellation Period relevant to your applicable payment option below.**

8.2 If you have chosen to pay in one Lump Sum Payment: You can cancel your Selected Plan without giving any reason, and without charge, within the Cancellation Period. This is the longer period of:

- (a) 45 days; or
- (b) 7 days of you receiving from us, the details of the funeral home we have made arrangements with to provide the Funeral Services under your Funeral Plan.

8.3 If you have chosen to pay by Fixed Monthly Instalments: You can cancel your Selected Plan without giving any reason, and without charge, before the end of the Instalment Term.

8.4 The Cancellation Period begins from the day we tell you that your Funeral Plan has been started (Start Date), or if later, the day which you receive these Terms and Conditions, and your Funeral Plan Summary.

8.5 To cancel your Funeral Plan you must tell us before the end of the Cancellation Period, by contacting our **Funeral Planning Team on 01543 421378**, or by writing to us at **Funeral Planning Team, Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, Staffordshire, WS13 6RH** or email **cancellations@funeralplanning.coop**. Alternatively, you can arrange an appointment at a Central England Co-operative funeral home and see a certified Funeral Plan Arranger.

8.6 On cancellation, your Funeral Plan will be terminated and we'll provide you with a full refund as soon as we can, but within 30 days of you notifying us that you want to cancel.

### Cancelling after the Cancellation Period

8.7 If you wish to cancel the Funeral Plan after the end of the Cancellation Period, you must notify us by contacting our **Funeral Planning Team on 01543 421378**, by writing to us at **Funeral Planning Team, Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, WS13 6RH** or email **cancellations@funeralplanning.coop**. Alternatively, you can arrange an appointment at a Central England Co-operative funeral home and see a certified Funeral Plan Arranger.

8.8 If you cancel your Funeral Plan after the end of the Cancellation Period, we'll terminate your Funeral Plan when we receive your notice to cancel and refund all the payments you've made on the Selected Plan, less an Administration Fee of £250.

## 9 When we can terminate your Funeral Plan

9.1 We have a right to terminate your Funeral Plan immediately and without notice on the occurrence of any of the following **'Events of Default'**:

- (a) we become aware that the Covered Individual has died but the Plan Benefits have not been claimed and we've been unable to trace the Customer, Nominated Representative or Representative, in accordance with condition 20;
- (b) the Funeral Services in respect of the Covered Individual are performed by a funeral home other than a Central England Co-operative funeral home or other participating Co-operative Societies.
- (c) the funeral is held or is to be conducted outside of England, Wales or Scotland.

9.2 **If you have chosen to pay for your Funeral Plan by Fixed Monthly Instalments.** We can also terminate your Funeral Plan immediately and without notice, (in addition to our rights in 9.1 above), if you miss two or more consecutive Fixed Monthly Instalments and fail to settle the payment shortfall within 10 Working Days of the date of any statement we provide you, setting out details of your missing payments, (also an **'Event in Default'**).

9.3 If we terminate your Funeral Plan in relation to any Event of Default in accordance with condition 9.1 or 9.2, we'll refund any money that's been paid to us, less the £250 Administration Fee. Refunds will be paid to the Customer or the Covered Individual's Representative.

## 10 Funeral Wishes

10.1 If any Funeral Wishes have been recorded with us, we'll pass these on to the funeral home at the time of arranging the funeral. Funeral Wishes are not part of your Plan Benefits and the funeral home cannot guarantee to carry them out, however we'll make every effort to meet them if the Representative wants to honour them. Neither we, nor the funeral service provider, are liable for the provision or cost (if any) of the stated Funeral Wishes. We'll tell the Nominated Representative, or Representative the price of your additional wishes when they arrange the funeral, and will need to be paid for before the Funeral Services can be provided.

10.2. You can tell us your Funeral Wishes at the same time as you apply for your Funeral plan, or separately at any time after you have taken out your Funeral Plan.

## PART B - Exclusions, limitations and changes to your Funeral Plan

### 11 Services and fees that are excluded from your Selected Plan

#### Exclusions for cremation on a Set Funeral Plan:

11.1 Set Funeral Plans for cremation include ONLY those Funeral Services specifically detailed on your Funeral Plan Summary. We reserve the right to charge reasonable amounts at the time of the funeral if the person arranging the funeral asks us to provide additional items or services, including additional amounts by third parties, and this will need to be paid directly to the Funeral Service Provider.

- (a) For Essential Plans, a ceremony/service at a different location to where the cremation is to take place, either before or after the cremation.
- (b) 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 home's services necessary to carry out these arrangements.
- (c) Charges relating to the provision of an organist, choir or live music (e.g. soloist, band) at the funeral ceremony/service.
- (d) Removal of an existing memorial.
- (e) If the local authority changes their boundaries resulting in the Covered Individual no longer residing in the defined boundaries, there may be additional charges. The additional fee will have to be paid by the person arranging the funeral.
- (f) If the person arranging the funeral 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.
- (g) Any additional costs for additional or different vehicles or personnel, not included in the Set Funeral Plan, which are needed to fulfil any requests at the time of arranging the funeral.
- (h) Removing artificial limbs and mechanisms such as pacemakers.

- (i) If there is a need to travel more than 15 miles for an Essential Plan, or 50 miles for all other Set Funeral Plans, from your chosen funeral home to the service location. If the journey has a route that has additional third party costs, such as a ferry crossing, the third party costs will be charged to the person arranging the funeral by the Funeral Service Provider
- (j) To reflect the effect of any change in regulations, tax and laws on our performance of the Plan Benefits.

11.2 If any additional fees or charges become payable, the Nominated Representative or Representative will be informed of the amount of the fee or charge before the additional services are provided or fees or charges are incurred, by the Funeral Service Provider and be payable directly to them. Any additional fees or charges will be a reasonable and proportionate reflection of the costs of providing the additional services or charges paid to third parties.

### Exclusions for burial on a Set Funeral Plan:

11.3 Set Funeral Plans for burials include ONLY those Funeral Services specifically detailed on your Funeral Plan Summary. We reserve the right to charge reasonable amounts at the time of the funeral if the person arranging the funeral asks us to provide additional items or services, including additional amounts by third parties, and this will need to be paid directly to the Funeral Service Provider.

- (a) The purchase of a grave is NOT included in the Set Funeral Plans for a burial. You or the Nominated Representative/Representative are responsible for buying the grave. We can help with details of who to contact and how to arrange, but we cannot take payment for and/or purchase the grave on your behalf.
- (b) We don't cover increased burial costs if the covered individual is not eligible for burial as a resident of the parish or boundaries set by the local authorities.
- (c) The provision of a memorial, including a headstone.
- (d) Additional work on an existing memorial, such as cleaning, repair or additional inscriptions.
- (e) The removal or re-fixing of an existing memorial.
- (f) Charges relating to an organist, choir, or live music (e.g. soloist, band) at the funeral cemetery/service.
- (g) If the local authority or parish changes their boundaries for the location of the grave, and the Covered Individual's address is now outside of the new boundaries there may be additional charges which need to be paid when arranging the funeral.
- (h) If the person arranging the funeral 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. This may result in additional charges which will need to be paid for by the person arranging the funeral.
- (i) Any additional costs for additional or different vehicles or personnel, not included in the Set Funeral Plan, which are needed to fulfil any requests at the time of arranging the funeral.
- (j) Removing artificial limbs and mechanisms such as pacemakers.
- (k) If there is a need to travel more than 15 miles for an Essential Plan, or 50 miles for all other Set Funeral Plans, from your chosen funeral home to the service location. If the journey has a route that has additional third party costs, such as a ferry crossing, the third party costs will be charged to the person arranging the funeral by the Funeral Service Provider.
- (l) To reflect the effect of any change in regulations, tax and laws on our performance of the Plan Benefits.

11.4 If any additional fees or charges become payable, the Nominated Representative or Representative will be informed of the amount of the fee or charge before the additional services are provided or fees or charges are incurred, by the Funeral Service Provider and be payable directly to them. Any additional fees or charges will be a reasonable and proportionate reflection of the costs of providing the additional services or charges paid to third parties.

## 12 Alterations to the Funeral Services

12.1 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 other participating Co-operative Societies.

12.2 If the local authority changes their boundaries for the location of the grave, and the Covered Individual's address is now outside of the new borders, there may be additional charges which need to be paid when arranging the funeral. We'll let the person arranging the funeral know at the time.

12.3 If the Covered Individual moves out of the area and no longer resides within the boundaries of the parish/district, the local authority/parish might charge double or triple in-area burial fees. This will need to be paid when arranging the funeral. We'll let the person arranging the funeral know at the time.

### 13 Unused services and additional services

13.1 No changes to the Plan Benefits can be made following the death of the Covered Individual during the arrangement of their funeral.

13.2 If the person arranging the funeral chooses not to use some or any of the Funeral Services included in the Funeral Plan, then these are non-refundable and non-transferable.

13.3 If the person arranging the funeral chooses to arrange additional services which are not included in the Funeral Plan, then these will need to be paid for when the funeral is arranged.

### 14 Changing your Set Funeral Plan

14.1 If you want to make changes to a Set Funeral Plan, we can't add or take out additional services or Plan Benefits, but you can switch to a different Funeral Plan which better suits your needs. You can call us on **01543 223 762**, email us on **support@funeralplanning.coop** or write to us at **Funeral Plan Administration Team, Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, Staffordshire, WS13 6RH**. Alternatively you can make an appointment at a Central England Co-operative Funeral Home and see a certified Funeral Plan Arranger.

14.2 Changes to another Set Funeral Plan can only be made prior to the death of the Covered Individual.

### 15 Changing your Tailor-Made Plan

15.1 All our Tailor-Made Plans include professional services needed to deliver the funeral. We can't amend or remove these. However all other products and services can be amended at any time, prior to the death of the Covered Individual. You can call us on **01543 223 762**, email us on **support@funeralplanning.coop** or write to us at **Funeral Plan Administration Team, Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, Staffordshire, WS13 6RH**. Alternatively you can make an appointment at a Central England Co-operative Funeral Home and see a certified Funeral Plan Arranger.

### 16 Payment following changes to your Funeral Plan

16.1 Any upgrades you make to your Funeral Plan will be charged at the price when you make the request. You'll need to pay the difference in price when you make the changes.

16.2 A new Funeral Plan Summary will be provided once payment has been received.

### 17 Refunds following changes to your Funeral Plan

17.1 Refunds will be provided where any Funeral Plan products or services have been removed on a Tailor-Made Plan or where a Set Funeral Plan has been downgraded by the Customer prior to the death of the Covered Individual. The amount refunded will be the difference between the amount paid for the Funeral Services when you took out the Funeral Plan and the price of the new Funeral Plan.

17.2 After the death of the Covered Individual, any Funeral Services that are not required at the time of the funeral won't be refunded or transferable to other products.

### 18 Availability

18.1 We may not be able to provide the exact products or services (such as coffins) included in your Funeral Plan, as availability can change over time. If this happens, we'll provide reasonable alternatives at no additional cost.

### 19 Change of personal details

19.1 If you or the Nominated Representative move address or change any of your personal or contact information, or you wish to change your nominated funeral service provider you should write to us to advise of the changes by writing to: **Funeral Plan Administration Team, Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, Staffordshire, WS13 6RH** or call on **01543 223 762**. You can also email **support@funeralplanning.coop** or alternatively you can make an appointment at a Central England Co-operative Funeral Home and see a certified Funeral Plan Arranger.

19.2 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 person arranging the funeral to the Funeral Service Provider.

## PART C - Other important terms

### 20 Unclaimed money

20.1 If the Funeral Plan services haven't been claimed and we become aware or are informed that the Covered Individual may have died, we'll write to you, or the Nominated Representative at the last address we have on record, to ask whether they still plan to claim the Plan Benefits, if a funeral has not already taken place. We may also call and send further correspondence in an effort to make contact.

20.2 If we are able to make contact with you, or the Nominated Representative, and if a funeral has already taken place, we'll arrange to refund the Customer or Covered Individual's Representative the amount paid for the Funeral Plan less an Administration Fee of £250.

20.3 If we don't receive a response within 24 months of the initial letter, we'll consider that they have chosen not to claim the Plan Benefits and we may terminate the Funeral Plan. Any unclaimed money will be distributed to a charity at our discretion.

## 21 What happens if we're unable to provide the Funeral Plan

21.1 If, on the event of the Covered Individual's death, we can't provide the Plan Benefits under the Funeral Plan due to the appointment of a liquidator, receiver or administrator over CEC Funeral Plans (a **Failure**):

- (a) we may, transfer our obligations under the Funeral Plan to another funeral plan provider, who is authorised by our regulator, the Financial Conduct Authority, as being able to provide funeral plans, where such transfer:
  - (i) is arranged by an insolvency practitioner appointed to CEC Funeral Plans, which will result in the Funeral Plan being carried out by the other funeral plan provider on the same terms as your Funeral Plan; or
  - (ii) is arranged by the Financial Services Compensation Scheme (**FSCS**) to secure the continuity of the Funeral Plan, which will result in the Funeral Plan being carried out by the other funeral plan provider on terms which the FSCS reasonably consider to be the same, or materially the same, as your Funeral Plan.

By entering into this Agreement with us, you agree to such a transfer of our obligations under this clause 21.1(a). If we do transfer our obligations under this clause, your rights under this Agreement will not be reduced or affected.

- (b) If it isn't possible to transfer your Funeral Plan to another funeral plan provider under condition 21.1(a), our liability to you in respect of the Funeral Plan will be no less than the amount that would be needed to purchase a replacement funeral plan on the same terms as the Funeral Plan, and your next of kin will be able to make a claim themselves under the Royal London Policy.

21.2 You may be eligible for protection under the Financial Services Compensation Scheme (**FSCS**). The FSCS will pay compensation or secure the continuity of the provision of the Plan Benefits under the Funeral Plan, in the event we are unable to meet our financial obligations to an eligible claimant. More information can be found on the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk).

## 22 Complaints procedure

22.1 If you have a complaint about your Funeral Plan, or the Nominated Representative has a complaint about the Funeral Services provided under the Funeral Plan, please contact our Funeral Support team on **01543 421 398** or write to **Funeral Support Team, Central England Co-operative Funeral Plans, Central House, Hermes Road, Lichfield, WS13 6RH** or email [complaints@funeralplanning.coop](mailto:complaints@funeralplanning.coop). Alternatively you can make an appointment at a Central England Co-operative Funeral Home and see a certified Funeral Plan Arranger.

22.2 We'll handle complaints in line with our customer complaints policy which can be found on our website. When we receive a complaint we'll send an acknowledgement letter and look into your complaint, providing a final response within 8 weeks.

22.3 If you, or the Nominated Representative are not satisfied with the way we have dealt with your complaint, you or the Nominated Representative can refer it free of charge to the Financial Ombudsman Service (FOS) who will adjudicate the complaint independently. You can refer your complaint within 6 months of receiving our final response, or if we haven't provided you with a final response to your complaint within 8 weeks. You can also refer your complaint to the FOS first before we consider it, but if you do this, they will only consider your complaint with our consent. Details about their service and how to refer a complaint to them can be found on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or you can contact them: Address: Exchange Tower, Harbour Exchange Square, Isle of Dogs, London E14 9SR. Telephone: 0800 023 456 Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk).

## 23 Plan discount (if applicable)

No discount can be claimed after you've purchased your Funeral Plan. Any discount must be validated and deducted from either your Lump Sum Payment or the Admin Fee (if you have chosen to pay by Fixed Monthly Instalments) when you pay for your Funeral Plan. You can only redeem one discount at any time. Any discounts may be subject to additional terms and conditions which will be given to you within the offer for any discount.

## 24 Co-operative Membership points

If the Customer is a member of Central England Co-operative, they can earn points with their Funeral Plan purchase if a valid Membership number is given when they complete their application. The Terms and Conditions of Central England Co-operative Membership apply to the purchase of a Funeral Plan. Membership points will be earned and applied to your account at the time you purchase your Funeral Plan, and cannot be added after. For more information on Central England Co-operative Membership, go to the following website: [www.members.coop](http://www.members.coop).

## 25 Changes we may make to these Terms and Conditions

We may, on giving you at least 30 days' written notice, make changes to these Terms and Conditions at any time for one or more of the following reasons:

- (a) to respond to changes, or reasonably anticipated changes, in the law, regulations or codes of practice which apply to us, industry guidance designed to enhance consumer protection or because of a decision by a court, ombudsman or regulator;
- (b) to correct any errors, omissions or inaccuracies which don't change the meaning of the relevant words, phrase or condition;
- (c) to make the Terms and Conditions easier to understand or fairer to you; or
- (d) to reflect improvements we make to the services we provide or introduce new features and benefits.

Any change we make will be reasonable and proportionate to the circumstances.

## 26 Transferring the Plan Benefits

26.1 If the Customer is not the Covered Individual and dies, the Covered Individual will automatically become the Customer on the Funeral Plan.

26.2 In addition to and separate from our right under condition 21.1(a), we may seek to transfer all or part of our rights and obligations under this Agreement to any person or successor at any time but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as being able to provide funeral plans. If this happens, we'll always follow the applicable process to do this and your rights under this Agreement won't be reduced or affected.

26.3 The Agreement can only be transferred to the Covered Individual, if the Customer dies, or both the Customer and the Covered Individual request the change in writing to us. Only the Customer has any right to enforce the terms of the agreement (Under the Contracts (Right of Third Parties) Act 1999.) This doesn't affect any other rights the Covered Individual or their Representative may have.

## 27 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 relation to the services and/or products in the English courts. If you live in Scotland, you can bring legal proceedings in relation to the services and/or products in either the Scottish or the English courts.

## 28 Data protection notice

28.1 Your data is important to us. By applying for a Funeral Plan, you agree to CEC Funeral Plans using your personal details for the purpose of managing this Funeral Plan on your behalf. Your personal information will be shared with third parties relevant to the Funeral Plan, including Royal London Mutual Insurance Society Limited.

28.2 For more information on how your data is used, please view our data protection policy on our website.

## 29 General

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

29.2 Even if we delay in enforcing our rights under this Agreement, we can still enforce it later. If we don't insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you if you break this Agreement, that will not mean that you don't have to do those things and it won't prevent us taking steps against you at a later date.

29.3 Our registered VAT Number is 508037563. Where applicable Value Added Tax (VAT) is charged as set out by H.M. Revenue and Customs.