



DIGNITY FUNERAL PLANS TERMS AND CONDITIONS

Welcome to Dignity Prepaid Funeral Plans

These **terms and conditions** apply to Dignity Funeral Plans with effect from 29th July 2022.

We aim to provide the highest level of care and choice for our customers, and offer a funeral plan that allows the customer to create a funeral that specifically caters for their demands and needs

Introduction

We are Dignity Funerals Limited. Registered office: 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands B73 6AP. Company number: 00041598. We are authorised and regulated by the Financial Conduct Authority under registration number FRN 967130. We are a provider of funeral plans.

References to “we”, “our” or “us” include ourselves and also any person we transfer our rights and obligations under the **plan** to.

References to “you” and “your” means the person named as a customer in the **funeral plan schedule**, and includes your personal representatives and anyone who takes over your legal rights and duties under the **plan**.

The words shown in bold print are defined in the glossary near the end of these **terms and conditions**. The glossary also sets out rules that apply when interpreting the terms of your **plan**.

About your plan

Your **plan** is made up of the following:

- your **application**;
- the **funeral plan schedule**, which confirms your **plan**, its cost and (if you have chosen to pay by instalments) the number and amount of your monthly payments;
- the **terms and conditions**; and
- any other document which you and we agree forms part of the **plan**, for example if we agree to include any **additional services** within the **plan**.

If there is any inconsistency between the **terms and conditions** and the **funeral plan schedule**, the terms set out in the **funeral plan schedule** will take precedence, to the extent of the inconsistency.

Who is covered by the plan

Unless we tell you otherwise at the time you apply, the **plan** is available to **covered individuals** who are aged 18 or over at the time you apply. You must also be aged 18 or over at the time you apply.

What your plan does – and doesn’t – include

Once we set up your **plan**, we will provide you with the **funeral director’s** details. Unless you have already taken out a funeral plan through one of our **funeral directors**, we will select a **funeral director** from within our network. This will be documented on the **funeral plan schedule**.

Your **plan** covers a range of services. A summary of the key services will be listed on the **funeral plan summary**. The **funeral plan summary** also gives a summary of what services are not included. If these services are needed, then these will have to be paid for by some other means. In addition to this, you may have paid contributions towards **additional services** which are not guaranteed as part of your **plan**. These are subject to our agreement and are documented on the **funeral plan details**.

The Dignity Promise

Normally the **plan** will only cover the services included in the plan as detailed on the **funeral plan summary** and the contributions towards **additional services** (not the **additional services** themselves) as documented on the **funeral plan details** once the **plan** has been paid in full.

However, with the Dignity Promise if the **plan** is payable by 13 monthly payments or more, and provided at the time of death all payments due under the **plan** are up to date, then:

- the **plan** will cover the services included in the plan as detailed in the **funeral plan summary** and the amount of the contributions towards **additional services** (not the **additional services** themselves) as documented on the **funeral plan details** in the event of the **covered individual's accidental death** during the first 12 months of the **plan**; and
- the **plan** will cover the services included in the plan as detailed in the **funeral plan summary** and the amount of the contributions towards **additional services** (not the **additional services** themselves) as documented on the **funeral plan details** if the **covered individual** dies more than 12 months after the **plan** begins.

Furthermore, if either of the conditions above are satisfied, the Dignity Promise will cover any shortfall in contributions we agreed formed part of the plan when it begun. This may not however, cover the full cost of the **additional services** themselves at the time of the funeral. Please see the **additional services** at the bottom of this page.

If one of the conditions above applies but the payments are not up to date, then we will not provide any services. We will refund the amount paid under the **plan** to date. Alternatively, we can still provide the services in the **funeral plan summary** and contributions towards **additional services** (not the **additional services** themselves) as documented on the **funeral plan details**, as long as the amount outstanding is paid to us in full before the funeral is due to take place.

What this means is that if we have agreed that you can pay for the **plan** by monthly instalments over a period of 13 months or more and the **covered individual** dies within the first 12 months, but not as a result of an **accidental death**, or that you can pay for the **plan** by monthly instalments over a period of 12 months or less, and the **covered individual** dies before the **plan** has been paid in full, the **plan** will not cover any services or contributions towards **additional services**. We will refund the amount paid under the **plan** to date. Alternatively, we can provide the services listed in the **funeral plan summary** if you (or the **nominated representative** or the personal representative(s) of the **covered individual**) pay the remaining amount payable for these services under the **plan** to us in full before the funeral is due to take place.

When and how do I pay?

The **funeral plan schedule** will explain the total cost of the **plan**. You can pay the full amount of the **plan** up front, in which case we will take payment before setting the **plan** up. You can also ask to pay for the **plan** by monthly instalments. If we agree to this, the **funeral plan schedule** will set out the number and amount of each monthly payment. We will not agree to an instalment payment **plan** which means that the **plan** will not be fully paid by the time you reach your 85th birthday.

You must pay the monthly instalments in full and on time, as set out in the **funeral plan schedule**. We will contact you if you miss a payment.

We have the right to end your **plan** if you miss the equivalent of two or more consecutive payments. This is explained in the section, "Our right to end your **plan**".

You may have to pay other taxes or costs that are not imposed by us, or paid through us.

Making changes to the plan

Once the **plan** has been set up, you or we can change the **plan** in the ways set out below.

Changing your plan

You can ask to change the guaranteed services in your **plan**. We will tell you what effect the change has on the amount you have to pay under the **plan**, and what services will be provided under your amended **plan**. We will ask you to agree to the changes to your **plan** before proceeding. If you agree, we will confirm when the changes take effect.

Additional Services

At any time prior to the **covered individual's** funeral, you can contact to request **additional services** on your plan.

If any of the requests for **additional services** you ask for are likely to incur an additional cost, we can let you know what that cost is (including VAT where applicable). The cost confirmed to you will be an estimate of the cost for providing those **additional services** at today's prices.

Providing you are happy with the cost you can make an additional payment towards your **additional service(s)**. The payment will be accepted as a contribution towards the cost of the **additional service(s)** and rise in line with CPI whilst the **plan** remains active. **Additional service(s)** and contribution(s) made towards them will be listed in

the **Funeral Plan Details** document. Contributions towards **additional service(s)** do not guarantee the services will be provided at the time of need.

If the cost of providing the **additional service(s)** at the time of the funeral is more than the contribution you made plus **CPI** you or the **nominated representative** would need to pay the balance. If however the cost of providing the **additional service(s)** at the time of the funeral is less than the contribution you made plus **CPI** any surplus would be returned. If any of the **additional service(s)** you ask for incur an additional cost, and you do not make a contribution towards them in advance the cost will become the responsibility of you or your **nominated representative** to pay in full at the time of the funeral.

Changing funeral director

If you want to use a different **funeral director** who is not within our network, either while the **plan** is in force or at the time when it comes to arrange the funeral, please let us know. The **plan** will only cover the fees of a **funeral director** who is owned or approved by Dignity. If you have selected a **funeral director** who is not owned or approved by Dignity they are not contracted to perform the funeral for the same fees and the **plan** will need to be cancelled.

We can change the **funeral director** we have selected, if the **funeral director** is unable to provide the services covered by the **plan**, or we believe this might be the case. We will let you know if we change **funeral director** and will give you the new **funeral director's** details. There will be no additional cost to you if this happens.

If we need to appoint a new **funeral director** because the **covered individual** has changed address outside of the existing **funeral director's** area, then we may have to amend the **plan** and there will be no additional costs to you if this happens.

Changing the services we agreed to provide

In exceptional circumstances, there may be times when we have to suggest alternative arrangements to all or part of the services we have agreed to provide. We will let the **nominated representative** (or person overseeing the funeral where no nominated representative has been allocated) know if this happens.

If we are unable to provide all or part of the services because of circumstances outside our control (such as war, terrorism, civil disturbance, pandemic, epidemic, or restrictions imposed by national or local government), we will discuss reasonable alternatives with the **nominated representative** (or person overseeing the funeral where no **nominated representative** has been allocated). These may include postponing or restricting the services, or changing where the funeral is held. We will take reasonable steps to ensure that any alternative arrangements do not result in additional cost but if this is unavoidable and the **nominated representative** (or person overseeing the funeral where no **nominated representative** has been allocated) agrees to the alternative arrangements, the additional cost will not be covered by the **plan** and will have to be paid for by other means.

If we are unable to provide part of the services for any other reason, we can propose an alternative of at least equal quality at no further charge.

If the **nominated representative** (or person overseeing the funeral where no **nominated representative** has been allocated) does not agree to the alternative arrangements in any of the situations explained above, we may cancel the **plan** and refund all monies paid to date.

Changing the cost of your plan

We may have to change the cost of some or all of the services we provide under your **plan**. Normally in these circumstances, we will not change how much you have to pay under your **plan**. However, we can change the amount you have to pay under your **plan** if we reasonably have to make changes due to:

- changes in taxation. For example, funeral services are not currently subject to VAT. If VAT is introduced and applies to funeral services, and if this affects your **plan**, we will have to charge this as part of the **plan**; or
- changes in law or regulation – for example, if we have to take additional steps or provide services in order to comply with new legal or regulatory requirements.

If we have to change the cost of any services provided as part of the **plan** for any of the reasons above, we will make sure that the change is proportionate and reflects our actual increase in costs. We will notify you of the change in the cost of your **plan** and how this affects your payments. If you are unhappy with the change, you can end your **plan** and we will refund the full amount paid by you to date.

Other changes

This section applies to changes that do not fall within any of the other sections set out above. We can change the terms of the **plan** at any time, as long as it is reasonable for us to do so in order to:

- make them easier to understand or fairer to you;
- reflect reasonable changes in our business or the technology we use, including if we merge with another organisation or transfer our rights and obligations under the **plan** to someone else;
- reflect changes in law, regulation or tax. Where these affect the price of your **plan**, please see the

- section, “Changing the cost of your **plan**”; or
- take account of any relevant instructions, orders or guidance from a court, ombudsman or regulator.

We will tell you about these changes as soon as possible after we make them.

Change of address and contact details

You must tell us as soon as possible if you, the **nominated person** or the **covered individual** change address or any other contact details (such as telephone number or email address), and give us the new details in full.

How long does the plan last?

Your contract for the **plan** will continue indefinitely, until one of the following happens:

- you cancel it, as explained in the section, “Cancellation”;
- we bring the **plan** to an end, as explained in the section, “Our right to end your **plan**”; or
- the **covered individual** dies and we provide the services covered by the **plan**.

Cancellation

You have a right to cancel your **plan** at any time, without giving us any reason and without having to pay any **cancellation fee**.

If you do decide to cancel the **plan**, you must notify us either, in writing, by telephone, by visiting us in branch or by visiting our website (dignityfuneralplans.co.uk/cancellation) or by email (see “How to reach us”).

Any notification of cancellation should specify all of the following details: (i) the **plan** number; (ii) the full name and address of the **covered individual** (iii) the **covered individual's** date of birth; and (iv) a telephone number and/or email address for contact purposes should there be any issue with the cancellation. We might also ask you some other questions, for security.

Upon receiving your notice of cancellation, we will refund all the money paid within 30 calendar days of us receiving your notification.

For security reasons, if we have not heard from you for some time or we have attempted to contact you but our correspondence has been returned or marked as undeliverable, we may need to ask you to provide more information before we can process your request.

Our right to end your plan

We have the right to end your **plan** if any of the following events occurs:

- the information you provide does not meet our internal requirements;
- you die before the **covered individual**;
- you miss the equivalent of two or more consecutive monthly payments, and you have not paid the amount outstanding within 10 working days of our request for payment;
- we discover that you knowingly provided incomplete, inaccurate or misleading information that we relied on when considering whether to provide your **plan**, and if we had received complete and accurate information we either would not have offered you the **plan**, or we would have not have offered it on the same terms;
- we discover or reasonably suspect fraud or some other criminal activity connected with your **plan**; or
- we are instructed to end the **plan** by a court, ombudsman or regulator.

If we end your **plan**, we will refund all the money paid (unless we are prohibited from doing so for legal reasons or due to instructions given to us by a court, regulator or law enforcement body).

Reinstating a plan after it has been cancelled or ended

It is not possible to reinstate a **plan** once it has been cancelled or ended. We may however be able to agree a new **plan** with you based on your demands and needs at that time. If we still hold money owed to you, we will transfer this across to your new **plan** once it is set up.

Your new **plan** may be more expensive due to changes in our pricing and/or changes in the cost of providing funeral services since the date your original **plan** was set up.

How to reach us

If you need to get in touch for any reason – to ask us a question, change or cancel your **plan**, you can:

- Call us on: **0800 033 4744**
- Email us at: **planinfo@dignityfuneralplans.co.uk**
- Write to us: **Dignity Funerals Limited, 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands B73 6AP**

How to complain

We pride ourselves on our service, so we hope you never have cause to complain. But if you ever do, we promise to take it seriously and respond quickly and fairly.

First, get in touch with our Complaints Resolutions team. You can reach them:

- by phone on **0800 731 0655**
- by email at **complaints@dignityfuneralplans.co.uk**
- by letter at **Dignity Funerals Limited , 4 King Edwards Court , King Edwards Square, Sutton Coldfield, West Midlands B73 6AP**

They'll do their best to make things right. But if you're still not happy after that, you can take things further by complaining to the Financial Ombudsman Service.

You can reach them:

- by phone on 0800 023 4567
- by email at complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

In the unlikely event Dignity is not able to meet its obligations and is unable to pay claims made against us, for instance in the event we stop trading or become insolvent, you (or the estate of the **covered individual**) may be entitled to compensation from the Financial Services Compensation Scheme. Your entitlement will be dependent on the circumstances of the claim. Further information can be found by contacting the Financial Services Compensation Scheme:

- Telephone: **0800 678 1100**
- Online: **www.fscs.org.uk**

General terms

Refunds

If we refund any amount, we will attempt to pay this to the person(s) the payments were received from, via the same payment method(s) in which they were received.

Our right to transfer the plan

This **plan** is personal to you and you cannot assign, transfer or make this **plan** the subject of any trust or security. By entering into this agreement you confirm that we can assign and transfer all our rights and obligations under the **plan** to another person who we reasonably believe is able to perform our outstanding obligations under the **plan**. This includes the unlikely event of firm failure in which we may need to transfer your **plan** to another funeral **plan** provider who we reasonably believe is able to perform our outstanding obligations under the **plan**.

Enforcing our rights

If we do not enforce our rights under the **plan**, or delay in doing so, this will not restrict our ability to enforce those rights now or in the future.

Separate terms

Each term in your **plan** is separate from the others. This means that if one or more term becomes illegal or unenforceable, this will not affect the other terms. The other terms will apply as if the illegal or enforceable term had not been included in your **plan**.

Who can enforce the plan

No one other than the following people will have any rights under, or will be able to enforce the terms of your **plan**:

- you (or your personal representative(s))
- the **nominated representative** (but only where we have expressly said so)
- us; and
- any person we transfer our interest in your **plan** to.

Language

Your **plan** is in English and we will communicate with you in English. You must also communicate with us in English.

Law and jurisdiction

Your agreement with us under your **plan** is governed by English law. The courts of England and Wales will have jurisdiction in relation to any claims or disputes of any nature that arise under or in relation to the **plan**. If you are resident in Scotland or Northern Ireland, you can raise an action in your local courts.

Glossary

The following words in bold have special meanings in these terms and conditions, as follows.

WHEN WE SAY	WE MEAN
accidental death	Death of the covered individual as a result of bodily injury sustained by accidental, violent, external and visible means, which are the sole cause of death (meaning there is no other cause). This does not include: <ul style="list-style-type: none">• death caused by ingesting drugs (unless these were prescribed by a registered doctor in the UK and taken as prescribed); or• a coroner's verdict of accidental death, in circumstances where the death is not caused solely by accidental, violent, external and visible means, independently of any other cause
additional services	Services requested which are not guaranteed under the plan for which a contribution may have been paid. These are detailed on the funeral plan details .
application	The application completed by you online, over the phone or in person.
cancellation fee	The fee we charge in certain situations where the plan is cancelled. Our current fee is set out on our funeral plan summary .
CPI	The Consumer Price Index, which we use when adjusting amounts for inflation (or deflation).
covered areas	The areas within which we can arrange for funeral services to be provided. These are: <ul style="list-style-type: none">• mainland Great Britain;• Northern Ireland;• and, the Isle of Wight
covered individual	The person named in the funeral plan schedule whose funeral is covered by the plan
funeral director	The funeral director selected by you from our network to be a point of contact regarding the funeral, or any replacement we may have to select.
funeral plan details	The document sets out any additional services and special wishes that have been requested and any contribution paid towards them in your funeral plan . The provision of the services on this document are not guaranteed.
funeral plan schedule	The schedule setting out all the details of your plan , which we will send to you when we confirm that the plan has been set up.
funeral plan summary	This document explains a summary of the key services that are and are not included in your funeral plan , how you will pay for your plan and information on cancelling your plan , making a complaint and your entitlement to compensation.
nominated representative	The person nominated by you to oversee the funeral for the covered individual after their death. The nominated representative is named in the funeral plan schedule .
plan	The funeral plan we have agreed with you. This is made up of: <ul style="list-style-type: none">• your application;• the funeral plan schedule;• the terms and conditions; and• any other document which you and we agree forms part of the plan, for example if we agree to include additional services within the plan.
terms and conditions	These terms and conditions . We can amend the terms and conditions as explained in the section, "Making changes to the plan " on page two.

The following rules of interpretation also apply:

1. Any reference to a "month" is to a calendar month and any reference to a "day" is to a calendar day, unless we say otherwise. A "working day" means any day from Monday to Friday but excluding bank holidays and public holidays in England and Wales.

2. The singular includes the plural and vice versa, and any reference to one gender includes all other genders.
3. Where we refer to any law, this includes any changes to that law, or any law which replaces it.
4. The headings used in the **terms and conditions** are for convenience only, and do not affect how the **terms and conditions** should be interpreted.
5. Where we use words like “includes”, “including” and “for example”, these are for illustration only and do not limit the meaning of the surrounding words.

List of services covered by the plan

The services listed here are the services available under the **plan** as standard.

Services provided under the plan

Making arrangements & care of the deceased:

- **funeral directors** services for co-ordinating and managing the provision of the funeral
- collection and transportation for the deceased to the **funeral director's** premises at any time, 24 hours a day (for exclusions, see section 'Services which are not included, or which are subject to limitations or other conditions')
- care and preparation of the deceased (excluding embalming)
- viewing of the deceased in a private chapel of rest

The funeral:

- the cremation fee (if you have selected a cremation)
- opening and closing of the grave and interment of the deceased (if you have selected a burial)
- transportation of the deceased to the place where the funeral will be held

Flexibility:

- if the **covered individual** moves home, the **plan** moves with them at no extra cost, as long as they move within the **covered area**
- you can personalise your plan at any time by requesting **additional services** and if they incur a cost making a contribution towards them

Additional services:

- support from our UK-based client service centre, to answer any questions you may have about your **plan** or the funeral service
- free telephone bereavement advice and support for your loved ones
- if cremation, ashes to be scattered in garden of remembrance (unless agreed otherwise)

Please note the following conditions:

If you select a cremation and do not select the crematorium, we can select the crematorium to be used.

Usually this will be a crematorium which is near to the **funeral director** and which the **funeral director** normally uses.

The **plan** covers the cost of transporting the deceased to the place where the funeral is held, providing this is within 50 miles of the **funeral director's** premises. If the deceased needs to be transported across a longer distance, or we need to incur ferry or air fares, we will charge our reasonable additional costs (less the contribution towards the cost of transportation covered by the **plan**).

Services which are not included, or which are subject to limitations or other conditions

Please also note that your **plan** does not cover the following, but a contribution may have been put towards them (refer to the **funeral plan details** for further information). If the cost of the service is greater than the contribution provided the outstanding

balance must be paid by other means:

- any doctor's or coroner's fees (for example for issuing death or cremation medical certificates or coroner's certificates)
- A burial plot. These costs vary widely across the **covered area** and this means that this is not covered by the **plan**
- repatriation of the deceased from anywhere outside the **covered area**
- removal of mechanisms such as pacemakers (these must be removed before cremation)
- providing a funeral outside the **covered area**
- providing a funeral not covered by your **plan**
- conducting a funeral on a weekend or public holiday, or at an unusual hour
- a funeral involving a religious or other service which includes charges related to use of the venue, heating and lighting, an organist, choir or other features which come at an extra cost
- where the crematorium charges extra for music, an organist, choir or other features which come at an extra cost
- any additional costs as a result of changes in law, regulation, tax or funeral practice in the **covered area**, and which affect the conduct of the funeral
- any out-of-the-ordinary costs of transporting the deceased and/or the funeral party, for example if the funeral route involves toll roads



The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Royal Exchange Trust Limited Re: UK Funerals (2022) Trust will notify you, 10 working days in advance of your account being debited or as otherwise agreed. If you request Royal Exchange Trust Limited Re: UK Funerals (2022) Trust to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Royal Exchange Trust Limited Re: UK Funerals (2022) Trust or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Royal Exchange Trust Limited Re: UK Funerals (2022) Trust asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.