

# Unattended Cremation Plan

## Terms & Conditions

### Definitions

**'Activation' / 'Activated'** The day your 'Purchase Agreement Form' has been reviewed and approved by us in order to issue you with a 'Certificate of Entitlement'. The date of Activation can be found in the Certificate of Entitlement.

**'Certificate of Entitlement'** The certificate provided to you by us confirming that the Covered Individual has an Unattended Cremation Plan.

**'Choice'** The brand name of the Unattended Cremation Plan product provided by us.

**'Choice Unattended Cremation Plan Fees'** The fees for the Unattended Cremation Plan as identified in the Purchase Agreement Form.

**'Covered Individual'** The individual identified in the Purchase Agreement Form whose cremation is provided for in accordance with these Terms.

**'Fail'** means the appointment of a liquidator, receiver, administrator, special administrator or trustee in bankruptcy, or any equivalent procedure in any relevant jurisdiction in relation to us.

**'Financial Conduct Authority'** means the Financial Conduct Authority or any successor body.

**'FSCS'** means the Financial Services Compensation Scheme or any successor body.

**'Funeral Partners'** is an appointed representative of us.

**'Insurer'** Ecclesiastical Life Limited, with company number 00243111 and registered office at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester GL3 4AW, which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority with firm reference number 110318, or other insurer we appoint at a later date (we will notify you if this happens).

**'Nominated Funeral Director'** The Funeral Director or funeral home identified in the Purchase Agreement Form that will provide the Funeral Director Services in accordance with the Unattended Cremation Plan.

**'Nominated Representative'** The individual identified in the Purchase Agreement Form who you may choose to inform about the existence of the Unattended Cremation Plan and who may act on your behalf.

**'Personal Requests'** The wishes that you have stipulated in the Purchase Agreement Form on behalf of the Covered Individual which you request to be carried out.

**'Purchase Agreement Form'** The process you complete online or you sign for when applying for the Unattended Cremation Plan.

**'Redemption' / 'Redeemed'** The point at which a death certificate, or Certificate for Burial or Cremation (GR021 in Northern Ireland) has been accepted by us.

**'Third Party Fees'** Certain fees that need to be paid at or before Redemption in order for the cremation to take place.

**'Unattended Cremation Plan'** The funeral product which you have purchased and is governed by these Terms.

**'Unattended Cremation Plan Fees'** The fees for the Unattended Cremation Plan as identified in the Purchase Agreement Form.

**'we' 'us' 'our'** Means Alternative Planning Company Limited trading as Choice Funeral Plans, with company number 08635411 and registered office at 80 Mount Street, Nottingham, NG1 6HH. We are a funeral plan provider that is authorised and regulated by the FCA with firm reference number 965282. Our details can be verified by visiting the Financial Services Register at register.fca.org.uk or by contacting the FCA on 0800 111 6768.

**'you' 'your'** The individual who signs the Purchase Agreement Form and has bought the Unattended Cremation Plan for the Covered Individual. You must be aged 18 or over at the time of purchase.

### General

The Terms on which we provide your Unattended Cremation Plan start on Activation and are included in these Terms, the Funeral Plan Summary – Unattended Cremation, Nominated Representative Document, Instalment Payment Form, Certificate of Entitlement and Purchase Agreement Form. These Terms are between you and us and, if you purchase an Unattended Cremation Plan via Funeral Partners, these Terms are also with Funeral Partners. No other person (except the Nominated Representative) shall have any rights to enforce any of these Terms. **Read these Terms carefully.** If you do not agree with these Terms you must cancel them in accordance with the section headed 'Cancellation' below.

We may transfer, assign, sub-contract, charge or otherwise deal in any other manner with all or any of our rights or obligations under this Agreement without your prior written consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

These Terms are governed by English law and you can bring legal proceedings in England or in the court of the country that you reside in if you reside in Wales, Scotland or Northern Ireland. These Terms and all communications between us will be in English.

### Funeral Partners

Where you purchase an Unattended Cremation Plan via Funeral Partners, Funeral Partners acts as intermediary (distributor) and we act as provider. Funeral Partners always acts on our behalf when distributing Unattended Cremation Plans and only distributes Choice Funeral Plans provided by us. If you make any payment in cash to Funeral Partners, Funeral Partners will accept the payment as our agent, and we will be deemed to receive the payment at the point that you pay Funeral Partners. Neither we, nor Funeral Partners, provide a personal recommendation about any products we offer. Funeral Partners and we have a parent company, Funeral Services Partnership Limited, that holds 10% or more of the voting rights or capital in both of us.

### Nominated Funeral Director

Funeral Partners is likely to be your Nominated Funeral Director if you purchased the Unattended Cremation Plan through them. You must nominate a Funeral Director to provide the Funeral Director Services from a list which is controlled by us within 20 days of Activation. After this, and within 30 days of Activation, we may nominate a Funeral Director on your behalf. If you and we cannot agree a Nominated Funeral Director within this 30 day period, you or we may cancel the Unattended Cremation Plan. If we nominate a Funeral Director on your behalf within the 30 day period, you will have 7 days to cancel the Unattended Cremation Plan starting from the day we nominated. In the event that the Nominated Funeral Director is no longer available at any point prior to the Unattended Cremation Plan being Redeemed (for example, it relocates or closes permanently, we deem it unsuitable, or the Covered Individual moves home), we will work with you or appropriate representatives of the Covered Individual in order to nominate an alternative Funeral Director to carry out the Unattended Cremation Plan. If we cannot agree a new Funeral Director, we may give you notice and cancel the funeral plan, and you will not be charged a cancellation fee. We will provide you (and your Nominated Representative, unless you did not nominate a representative) with a summary of the Unattended Cremation Plan including the name, address and contact details of the Nominated Funeral Director.

### Inclusions

The Unattended Cremation Plan includes the following services and charges ('Funeral Director Services') as standard on Redemption:

- Selecting your Nominated Funeral Director from a network of branches nationwide
- Assisting with legal, administrative and arrangements for the cremation to take place
- Collection of the Covered Individual from their place of death (or other location) within a 25-mile radius of the Nominated Funeral Director (over a 25-mile radius will incur a charge)
- Care and preparation of the Covered Individual before the Cremation in professional facilities
- Option of family and friends to spend time with the Covered Individual in a private room during opening hours at the Nominated Funeral Directors
- Simple wood-effect veneered coffin
- Private ambulance and funeral team to convey the Covered Individual to the crematorium of our choice
- A suitable container for the ashes
- Collection of ashes from the Nominated Funeral Director (charges will apply if delivery is required)
- Option of ashes scattered (unattended) in the crematorium's Garden of Remembrance. Additional charges may apply if friends and family wish to witness the scattering of ashes
- Online memorial tribute webpage, including the ability to enable charitable donations

### The Unattended Cremation Plan includes the following Third Party Fees as standard on Redemption:

- Cremation fees (unattended cremation to take place on the date, time and at a crematorium, anywhere in the United Kingdom, chosen exclusively by the Nominated Funeral Director). The person responsible for arranging the cremation will be notified of the date
- Doctor's fees (if required to complete official documents prior to the cremation if a coroner has not been involved. Not applicable in Scotland)

### Exclusions

There may be charges for other items at Redemption that are not included in the Unattended Cremation Plan, which includes, but may not be limited

to, the following items:

- If the Covered Individual dies more than 25-miles from the Nominated Funeral Director then additional charges may be charged per mile (beyond the 25-mile radius) at the prevailing rate at the time of Redemption
- Professional embalming (unless you have selected and paid for embalming as part of your purchase)
- To have family, friends or other mourners in attendance at the cremation
- Specifying the crematorium, date or time on which the cremation will take place
- Ceremonial vehicles such as a hearse, limousine and Pall Bearers
- Minister, celebrant or officiant (as no service takes place)
- Upgrades associated with the Funeral Director Services, e.g. coffin and casket upgrades
- The ability to put forward additional monies for any items excluded from the plan (with the exception of embalming)
- In the event that the Covered Individual dies abroad, any associated fees with the repatriation of the Covered Individual will be applied

Value Added Tax ('VAT') is not currently chargeable upon the provision of certain elements of cremation services. We reserve the right to recover this cost, if it becomes chargeable, from you or representatives who are arranging the funeral service at Redemption. Other taxes or costs may exist that are not paid through us or imposed by us.

### Redemption

On Redemption, the Nominated Representative should contact us using the contact details in the 'Contact Us' section. If we are not contacted after Redemption, we may attempt to contact you or the Nominated Representative and may retain any sums transferred under the Unattended Cremation Plan. The purchase of this Unattended Cremation Plan does not confer on the purchaser nor the Nominated Representative the lawful right to arrange the cremation for the Covered Individual at Redemption and the person(s) who have that right may not choose to enact the Unattended Cremation Plan or carry out any Personal Requests. All Unattended Cremation Plans are non-transferrable. This means the person covered by this Unattended Cremation Plan (the Covered Individual) cannot be changed. At Redemption, in the event that anything included within Funeral Director Services is unavailable for any reason, we will use reasonable endeavours to provide a reasonable alternative. We will not be liable for the unavailability of any item that is outside of our control or any change in specification made by you. On Redemption, no refunds are provided for any unused Funeral Director Services, Third Party Fees or doctor's fees.

### Insurer

Payments made towards the Unattended Cremation Plan will be used to arrange an insurance policy which exists between us and the Insurer in accordance with the FCA's rules.

### Changes to the Unattended Cremation Plan

Please contact us to make any changes to Personal Requests, we do not charge for making changes to Personal Requests. If the Unattended Cremation Plan is no longer right for you, you can cancel your plan (see "Cancellation") or you may be able to switch your plan to one of our attended plans. If you switch, new Terms will apply and additional payments will be required. If paying by instalment, switching is only possible once the plan is fully paid. If you want to switch before your plan is fully paid, a cancellation fee may apply. At Redemption, the person responsible for arranging the cremation may choose to upgrade the funeral at their expense.

### Cancellation

If you wish to cancel the Unattended Cremation Plan, please contact us or visit your local branch. You can always cancel your Unattended Cremation Plan for free within 30 days of Activation, or within 7 days of initially appointing your Nominated Funeral Director (nomination of the Funeral Director must be within 30 days of Activation). After these timescales, a cancellation fee of £225 will apply. If you are paying by instalments, you can cancel for free within 12 months of Activation. We will repay to you any sums we have received from you in accordance with these Terms within 30 days. In all instances, you acknowledge that you lose your right to cancel once the Unattended Cremation Plan has been Redeemed. Where you cancel, you will not earn any growth on any payments made, you withdraw from the Unattended Cremation Plan and these Terms will be terminated.

### Correspondence address and your circumstances

We will provide you with a statement relating to your Unattended Cremation Plan every three years. You should notify us if you change your correspondence address (which must be within the United Kingdom) or any other contact details you have provided to us. We will contact you by using the correspondence address you have most recently provided us with written notice of, unless our data screening activities suggest you no longer reside at that address. We may use external data screening services to keep your records up-to-date in order to communicate service messages or marketing messages to you (where we have appropriate permissions).

**We do not sell your data to third parties.**

### Payments and provision of the Unattended Cremation Plan

You must pay the total fees set out in the Purchase Agreement Form, including the Unattended Cremation Plan Fees (Funeral Director Services and Third Party Fees) and embalming fees, if selected.

### Complaints

If you have a complaint, please contact us using the contact details in the 'Contact us' section of these Terms and we will promptly handle your complaint in line with our complaints procedure, which can be viewed at [choiceplan.co.uk/complaints](https://choiceplan.co.uk/complaints). You (and others) may be able to refer the matter to the Financial Ombudsman Services as set out in the Funeral Plan Summary – Unattended Cremation.

### Data Protection

When you agree to our Terms, you agree to our privacy practices. We may use your data to inform you about related products and services we provide, unless you ask us not to which you may do at any time. In the event that you provide us with personal data about an individual(s) other than yourself, you must obtain their freely given consent before doing so. Such consent extends to, but is not limited to, understanding that certain information about the Covered Individual may be provided to the Nominated Representative. We will not be held liable for any failure by you to obtain the necessary consent(s). You must also bring our Privacy Policy to your attention before you provide their personal data to us. For further details on how we process your personal data and the third parties we may share your data with, please visit [choiceplan.co.uk/privacy-policy](https://choiceplan.co.uk/privacy-policy). Please contact us if you require a copy of our Privacy Policy by another means.

### Failure

By entering into these Terms you agree that, if we Fail, you give us your prior and informed consent for the transfer of our obligations to another firm that is authorised to provide funeral plans that is arranged by an insolvency practitioner appointed to us that will result in the Unattended Cremation Plan contract being continued on the same terms as these Terms or where the transfer is arranged by the FSCS and is on terms corresponding in all material respects (so far as it appears to the FSCS to be reasonable in the circumstances) to these Terms. We do not require the consent of the Covered Individual in respect of the transfers set out in this clause. Please refer to the Funeral Plan Summary – Unattended Cremation in respect of FSCS cover.

### Appointment of us as your agent

Without prejudice to you or the Covered Individual asserting any rights against the Insurer, you irrevocably appoint us, for the duration of these Terms, as your agent for the purposes of asserting any right or interest that you have in the contract of insurance with the Insurer.

### Other

● In these Terms, words following "including" or "include" are not an exhaustive list, "writing" or "written" includes emails but not fax, reference to any laws, statutory provisions or regulatory rules are as amended or replaced from time to time, and a "business day" is a day other than a Saturday, Sunday or public holiday.

● We/Funeral Partners are only responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with these Terms. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Terms was made, both we and you knew it might happen. We do not exclude or limit our liability to you where it would be unlawful to do so, such as liability for death or personal injury caused by our negligence or for fraud.

● Neither we nor you will breach this Agreement or be liable for any delay or failure to perform any obligations if it is beyond that person's reasonable control, in which case the affected party shall be entitled to a reasonable extension of time, provided that it continues for 2 months, the party not affected may end this Agreement.

● Even if we delay in enforcing these Terms, we can still enforce them later. If a court finds part of these Terms illegal, the rest will continue unaffected in full force and effect.

● If the Unattended Cremation Plan has not been Redeemed by your 95th birthday or we have reasonable cause to believe your funeral has already taken place, we will contact you using the correspondence address you have most recently provided us with written notice of. If we have not heard from you within 6 months of contacting you, we may retain any payments made under the Unattended Cremation Plan and terminate the plan.

### Contact us

Please contact the funeral home in which you purchased your Unattended Cremation Plan or call Choice on 01803 298 243, email [info@choiceplan.co.uk](mailto:info@choiceplan.co.uk) or write to Choice Funeral Plans, 46 The Terrace, Torquay, Devon TQ1 1DE.