

# Choice Essentials & Choice Plus Funeral Plan Terms & Conditions

## Definitions

**'Activation' / 'Activated'** The day your 'Purchase Agreement' 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.

**'Additional Products & Services'** Additional products & services recorded during the plan sale, or added to the funeral plan at a later stage. Upon Redemption, these fees will be charged at the prevailing rate at the time of Redemption.

**'Additional Services'** Any additional Terms agreed between you and us varying or supplementing the funeral plan that must be recorded as part of the plan sale or added to the funeral plan at a later stage.

**'Certificate of Entitlement'** The certificate provided to you by us confirming that the Covered Individual has a Choice Funeral Plan.

**'Choice'** The brand name of the funeral plan product provided by us.

**'Choice Funeral Plan Fees'** The fees for the funeral plan as identified in the Information Pack.

**'Covered Individual'** The individual(s) identified in the Certificate of Entitlement whose funeral 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 Plan'** The funeral product which you have purchased and is governed by these Terms, which will either be Choice Essentials or Choice Plus (as identified in the Certificate of Entitlement).

**'Information Pack'** means the information provided by us to you following the 'Activation' of the funeral plan.

**'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 stated in the Certificate of Entitlement or in any subsequent documentation issued by us that will provide the funeral service in accordance with the funeral plan.

**'Nominated Representative'** The individual who may have been identified during the purchase who will be informed about the existence of the funeral plan you have purchased, its features and the procedure to be followed upon the Covered Individual's death.

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

**'Purchase Agreement'** The process you complete online, by telephone, or you sign for when applying for the funeral plan.

**'Redemption' / 'Redeemed'** The point at which a death certificate, or Certificate for Burial or Cremation (GRO21 in Northern Ireland) has been accepted by us.

**'Third Party Fees'** The fees that need to be paid at or before Redemption. Certain Third Party Fees must be paid in addition to the funeral plan cost in order for the funeral to take place. These fees will be charged at the prevailing rate at the time of Redemption.

**'Voluntary Contributions'** Financial contributions which you choose to make towards Third Party Fees and/or Additional Products & Services.

**'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 completes or signs the Purchase Agreement and has bought the funeral plan for the Covered Individual. You must be aged 18 or over and resident in the UK at the time of purchase.

## General

Alternative Planning Company Limited ('APCL') only offer Choice Funeral Plans. We do not provide advice. When you purchase a Choice Funeral Plan it is your responsibility to ensure the funeral plan meets your individual needs. The Terms on which we provide your funeral plan start on Activation and are included in these Terms, the Funeral Plan Summary, Nominated Representative Document, Instalment Payment Form, Certificate of Entitlement, and Information Pack ('Terms'). These Terms are between you and us. No other person (except to arrange the funeral as set out in the Redemption section in

these Terms) 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.

## Nominated Funeral Director

You must nominate a Funeral Director to provide the funeral 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 funeral plan. If we nominate a Funeral Director on your behalf within the 30 day period, you will have 7 days to cancel the funeral 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 funeral 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 funeral plan. If we cannot agree a new Funeral Director, we may give you notice and cancel the funeral plan. We will provide you (and your Nominated Representative, unless you did not nominate a representative) with a summary of the funeral plan including the name, address and contact details of the Nominated Funeral Director. Your Nominated Funeral Director is likely to be part of the Funeral Partners Group, APCL are also part of the Funeral Partners Group.

## Inclusions

The Certificate of Entitlement identifies if you have chosen the Choice Essentials or Choice Plus Funeral Plan and, in the case where two Covered Individuals are named, whether the funeral plan applies on the death of the first or second Covered Individual. The Choice Essentials Funeral Plan includes the following services and charges ('Funeral Director Services') as standard on Redemption:

- Assisting with legal, administrative and arrangements for the funeral to take place
- Collection of the Covered Individual from their place of death (or other location) within a 60-mile radius of the Nominated Funeral Director (over a 60-mile radius will incur a charge)
- Care and preparation of the Covered Individual before the funeral in professional facilities
- Option of family and friends to spend time with the Covered Individual in a private room, at any time by appointment, at the Nominated Funeral Directors
- Quality oak-effect veneered coffin
- Hearse to convey the Covered Individual to the place of service, crematorium or cemetery (within 25-miles of the Nominated Funeral Director)
- Funeral Director and four Ceremonial Staff to accompany and attend the service
- Complimentary standard scatter tube for cremations (up to the value of £30) or for burials, a small grave marker (up to the value of £70)
- Collection of ashes from Nominated Funeral Director for cremations (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 Choice Plus Funeral Plan also includes the following Funeral Director Services:

- Superior coffin available in white, oak-effect or mahogany/teak (in Northern Ireland)
- Professional embalming of the Covered Individual
- Chauffeured limousine for up to six passengers

## Exclusions

There may be charges for other items at Redemption that are not included in the funeral plan, which includes, but may not be limited to, the following items that are excluded from the Choice Essentials and Choice Plus Funeral Plans:

- Reasonable additional charges where we conduct the funeral on a weekend, bank holiday or at an unusual hour. The day and time of the funeral must be mutually agreed by eligible representatives of the Covered Individual and the Nominated Funeral Director
- If the Covered Individual dies more than 60-miles from the Nominated Funeral Director, or if the hearse or limousine(s) travels further than 25-miles

from the Nominated Funeral Director, then additional charges will be charged per mile at the prevailing rate at the time of Redemption

- Upgrades associated with the Funeral Director Services, e.g. coffin and casket upgrades
- Certain Third Party Fees
- In the event that the Covered Individual dies abroad, any associated fees with the repatriation of the Covered Individual will be applied
- Additional Products & Services

Value Added Tax ('VAT') is not currently chargeable upon the provision of certain elements of funeral 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. The purchase of this funeral plan does not confer on the purchaser nor the Nominated Representative the lawful right to arrange the funeral for the Covered Individual at Redemption and the person(s) who have that right may not choose to enact the funeral plan or carry out any Personal Requests. All Choice Funeral Plans are non-transferable. This means the person covered by this funeral 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 for any unused Funeral Director Services will be provided and no refunds are provided if the plan is downgraded at Redemption (for example, to an unattended funeral).

### Insurer

Payments made towards the funeral 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 your plan

Please contact us to make any changes to Personal Requests. We do not charge for making changes to Personal Requests. If the Choice Essentials or Choice Plus Funeral Plan no longer meets your needs, you may be able to switch to another Choice funeral plan product. In order to switch, your funeral plan must be fully paid at the time of the switch. If the funeral plan is not fully paid, you may need to cancel the funeral plan and purchase a new funeral plan. Cancelling your funeral plan may result in the loss of any investment growth which may or may not have been accrued, and a new moratorium period may apply to your new funeral plan (if you choose to pay by instalment). At Redemption, the person responsible for arranging the funeral may choose to make amendments at their expense.

### Voluntary Contributions

You can make Voluntary Contributions towards the costs associated with Third Party Fees and Additional Products & Services, which will be used to arrange insurance with the Insurer. Third Party Fees and Additional Products & Services will be charged at the prevailing rate at the time of Redemption.

There may be additional costs to pay for Third Party Fees and Additional Products & Services at Redemption.

### Cancellation

You can always cancel your funeral plan for free at any time. We will repay to you any sums we have received from you in accordance with these Terms within 30 days of your cancellation request. In all instances, you acknowledge that you lose your right to cancel once the funeral plan has been Redeemed. Where you cancel, you will not earn any growth on any payments made, you withdraw from the funeral plan and these Terms will be terminated. If you wish to cancel the funeral plan, please contact us.

### Correspondence address and your circumstances

We will provide you with a statement relating to your funeral 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 (and the records of the Covered Individual and Nominated Representative, if one has been appointed) 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 Funeral Plan

You must pay the total fees set out in the Purchase Agreement including any Additional Services including the Choice Funeral Plan Fees, Third Party Fees and Additional Products & Services.

### 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](http://choiceplan.co.uk/complaints). You (and others) may be able to refer the matter to the Financial Ombudsman Service as set out in the Funeral Plan Summary.

### 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 their attention before you provide their personal data to us. We reserve the right to record calls for training and monitoring purposes. Call recordings will be retained in line with our retention policy. 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](http://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 funeral 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 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 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 were 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.

### Unredeemed plans and refunds

If we become aware through our ongoing screening processes that the Covered Individual has died but the funeral plan has not been Redeemed, we will take reasonable steps to contact you or representatives of your estate in order to cancel the funeral plan and provide you with a refund. In the event that we have taken these steps but we have been unable to contact you or representatives of your estate, within a reasonable timeframe, we reserve the right to cancel the funeral plan (minus any reasonable costs incurred) and donate monies to a charity of our choice on your behalf.

If the funeral plan has been redeemed, and a refund is due for any excess Voluntary Contributions, we will make a refund to you or representatives of your estate. We will take reasonable steps to contact you or representatives of your estate to provide you with a refund. In the event that we have taken these steps but we have been unable to contact you or representatives of your estate, within a reasonable timeframe, we reserve the right to provide a refund to the Covered Individual's estate through the person responsible for arranging the Covered Individual's funeral, or to donate monies to a charity of our choice on your behalf.

### Contact us

Contact Choice by calling 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 or by using the Contact Us facility at [choiceplan.co.uk/contact](http://choiceplan.co.uk/contact) Alternatively, you can contact your Nominated Funeral Director.