

1. These Terms and Conditions

These Terms and Conditions outline your relationship with us, Ecclesiastical Planning Services Limited.

Your Application Form, Supplementary Form (if applicable), Certificate, our privacy policy and these Terms and Conditions make up your legal agreement with us for the provision of your pre-paid funeral plan (the 'Plan').

We will communicate with you in English.

2. Your funeral plan provider

Your Plan is provided by us, Ecclesiastical Planning Services Limited. We only offer our own funeral plans, and are authorised and regulated by the FCA. You can find us on the Financial Services Register at <https://register.fca.org.uk>. Our FCA firm reference number is 958152.

3. Your demands and needs

The Plan will meet the demands and needs of someone who: wishes to make provision for future funeral costs in advance, wants certainty that the chosen funeral will be delivered; and has not already made provision for their funeral costs.

A Plan can cover up to two people. However, a joint Plan will only cover one funeral. When you set up the Plan, you can decide whether this should be the first Covered Individual to die or the second. Further information is included in section 6.5.

There may be circumstances where we are not able to deliver your chosen funeral. These circumstances are set out in section 13 below. Remember that a Plan paid for by instalments may not cover the cost of the funeral if the Covered Individual dies in the first year. You should also consider that not all Plans will guarantee the full cost of your funeral. See section 10 for further information.

We can only provide you with information about the Plan. We do not provide financial or tax advice and have not recommended that you take out a Plan. It is for you to decide whether the Plan is right for you and whether it meets your demands and needs. Please read all the information we, or the funeral director, have provided to you about the Plan, including this document, to help you with this decision. If you are unsure of anything, please contact us (see section 18), or your funeral director.

4. Your commitment

You commit:

- to provide us with accurate information when applying for your Plan and to update us with any changes to your information, for example change of address; and
- if applicable, to make all required instalment payments to us by their due date by direct debit.

5. Frequently used words

- **'Administration Fee'** means the fee payable by you to us (as set out on your Application Form) for providing and administering the Plan.
- **'Application Form'** is the Funeral Plan Application Form for the Plan.
- **'Certificate'** is the funeral plan certificate provided to you by us confirming that you hold the Plan.
- **'Covered Individual'** means the person on whose death the funeral will be.
- **'FCA'** means the Financial Conduct Authority.
- **'Payment'** means the amount you agree to pay for the Plan; it does not include any funeral director arrangement fee, which the funeral director may charge you for separately, for their work in arranging the sale of the Plan.

- **'Personal Representatives'** means the people responsible for ensuring the wishes of the Covered Individual are carried out on his/her death.
- **'Plan'** has the meaning given in clause 1.
- **'Planholder'** is the person making Payment for the Plan.
- **'Plan Start Date'** is the date the Plan started, as set out in your Welcome Booklet.
- **'PRA'** means the Prudential Regulatory Authority.
- **'we', 'us', 'our'** means Ecclesiastical Planning Services Limited.
- **'Welcome Booklet'** is the booklet we will send to you once we have accepted your application; it will include the Certificate and information on the Plan.
- **'you'** or **'your'** is the Planholder(s), being the person(s) making Payment for the Plan and who can make decisions about the Plan.
- **'Nominated Representative'** is the person who you nominate as the person who we should notify and keep informed of your Plan. They must be aged 16 or over. This is different to the Covered Individual and Planholder.

6. Eligibility

- 6.1. You are eligible for a Plan paid by a single Payment or by instalments over no more than **12 months**, if at the Plan Start Date:
- you (**and** the Covered Individual, if a different person) are aged at least 18 years old; and
 - you (**and** the Covered Individual if a different person) are a resident of the UK.
- 6.2. You are eligible for a Plan payable by instalments over 24 months or more if at the Plan Start Date:
- you (**and** the Covered Individual, if a different person) are aged at least 18 years old;
 - your final instalment is due to be paid before the Covered Individual's 85th birthday;
 - you (**and** the Covered Individual, if a different person) are a resident of the UK; and
 - you make payments into the Plan from a UK based bank account in sterling.
- 6.3. If we subsequently find that you or the Covered Individual were not eligible at the Plan Start Date, we will cancel your Plan and refund any Payment as if you had cancelled under section 11.
- 6.4. You may only purchase one Plan per Covered Individual or for two Covered Individuals as described in sections 3 and 6.5. If you want to make changes to the funeral services to be provided under an existing Plan, you can do so: please see section 12 for making changes to your Plan.
- 6.5. You may purchase a joint Plan if you pay with a single Payment or by instalments over no more than 12 months. Joint Plans are not available if you wish to pay by instalments over more than 12 months.

7. Taking out a Plan

- 7.1. You choose the style, cost and type of funeral required and apply for a Plan by submitting an Application Form and making Payment.
- 7.2. You can pay us for your Plan by:
- (a) a single Payment by credit or debit card, bank transfer, cheque or, where explicitly agreed, cash; or
 - (b) monthly instalments by direct debit.
- 7.3. Where you pay the funeral director for your Plan with a single Payment in cash, the funeral director will receive that Payment as our agent. This means that we will treat the Payment as having been received by us at the time the funeral director receives it (and so we, not you, take the risk of the Payment not reaching us).

- 7.4. By submitting your Application Form and your Payment (or, where applicable, the first instalment of your Payment), you confirm that (i) you have checked that the information in the Application Form is complete and correct; (ii) you have had an opportunity to read these Terms and Conditions; (iii) you accept these Terms and Conditions; and (iv) you wish to enter a legally binding agreement with us to provide you with the Plan and the funeral services you have selected.
- 7.5. If we accept your application, we will send you a Certificate as part of your Welcome Booklet. Our acceptance of your Application Form forms the legally binding agreement between you and us.
- 7.6. Keep your Application Form and your Welcome Booklet, including the Certificate, in a safe place as they will be needed when making the funeral arrangements. We recommend that you let your next of kin and, if applicable your Nominated Representative, know where you keep your Certificate.
- 7.7. If you lose your Certificate, or other relevant papers, or require any copies of correspondence you can obtain replacement copies from us; however, we may charge for these.
- 7.8. **Paying by instalments**
- (a) We reserve the right to adjust instalments if the date of birth you have provided in your Application Form is inaccurate.
- (b) If you have chosen to pay your instalments over 24 months or more, your instalments will include a 'Protection Insurance Payment'. This allows the funeral services described in your Application Form to be provided if the Covered Individual dies before the final instalment is paid but only after a minimum of 12 months from the Plan Start Date has passed (see 13.5 below).
- (c) You may settle all outstanding instalments as a single payment at any time before their due date. Please contact us to find out what the early repayment amount would be.

8. What we do with your money

We will place the Payment (including any instalments) we receive (but not including the Administration Fee or any Protection Insurance Payment described in 7.8 (b)), in an insurance policy with a life assurance company that is authorised by the PRA and regulated by the PRA and the FCA. The policy will be owned by us for the purpose of providing the funeral. It will ensure that the funds are available to pay the funeral director for the funeral services described in your Application Form on the death of the Covered Individual. These monies will be ring-fenced for their funeral and can only be used to pay for that funeral.

9. The funeral director

- 9.1. The funeral director shown in your Welcome Booklet will normally conduct the funeral when the time comes.
- 9.2. If the Covered Individual moves to a different area, it may be necessary to change the funeral director. In this circumstance we will look to provide an alternative funeral director to conduct the funeral. You may be required to make an additional Payment to us if costs are more expensive in the new area. If you wish to remain with your existing funeral director, then we will look to manage this by contacting the funeral director and enquiring if they will still provide the funeral.
- Additional charges may then apply, such as mileage charges or out of area fees for burial/interment of ashes. You or the Personal Representatives will be responsible for paying any such additional charges.
- 9.3. We will find an alternative funeral director to conduct the funeral if the appointed funeral director ceases to trade before the funeral has been conducted. In such cases you will not be required to make any additional Payments to us for the funeral director services described in the Welcome Booklet.
- 9.4. We will not be liable to arrange or pay for a funeral unless the funeral is carried out by a funeral director appointed by us. Please see section 13.8 for details of what will happen if the appointed funeral director cannot carry out the funeral.

10. Funeral director services and third party costs

- 10.1. Your Plan will pay for the funeral director services and items set out in your Welcome Booklet, subject to these Terms and Conditions.

Any upgrades or extra services that you or the Personal Representatives ask for or need when the Covered Individual dies will be charged to you or the Personal Representatives by the funeral director. There may be circumstances in which we are not able to cover the cost of the funeral unless you or the Personal Representatives confirm that any unavoidable additional charges will be paid for by you or them. For example, if the Covered Individual dies abroad, we will not be able to pay for the funeral unless the repatriation costs are covered by you or the Personal Representatives.

Please see section 13.8 for details of what will happen if the appointed funeral director cannot carry out the funeral.

- 10.2. **Funeral director's costs.** Your Application Form lists under '**funeral director's costs**' the funeral services which the appointed funeral director will provide themselves. When the funeral is carried out, there will be no more to pay for these funeral director's costs (i.e. these are guaranteed), provided that (i) all Payments due have been made; (ii) the funeral director specified in your Welcome Booklet conducts the funeral; (iii) the Covered Individual has not moved to a new area, where further charges may apply; and (iv) no upgrades or additional services are required; (see sections 9 and 10.1 for further information).
- 10.3. **Third party costs.** Your Application Form also lists various '**third party costs**'. These are services usually provided by people other than the funeral director (such as flowers, doctor's fee etc), and so are not usually within the funeral director's control. In some instances, these will be guaranteed, your Application Form will confirm if this is the case.

If on the Application Form

(a) '**Contribution towards' third party costs is selected:** the Plan will pay out the figure shown for each chosen item, plus any growth associated with that figure. The growth is not guaranteed. If, by the time of the funeral, the actual cost of the item is higher than this, you or the Personal Representative must pay the shortfall.

(b) '**Contribution towards' third party costs is not selected:** the Plan will guarantee to cover the costs for each chosen item and no further payment for these items will be needed at the time of the funeral (subject always to 10.2(i) to (iv) above).

(c) **No third party costs are selected:** no third party costs are included in the Plan. You or the Personal Representative must make full payment for any third party services directly to the funeral director (or the third party supplier) at the time of the funeral.

- 10.4. Sometimes changes to the services and goods to be supplied for the funeral may be necessary (for example because of supply or availability issues). Where this is the case, an alternative will be offered. Where the cost is 'guaranteed' (see 10.2 and 10.3 above) the alternative will be of an equivalent quality and suitability, in our reasonable view. Where the cost is not guaranteed, the alternative offered will cost the same as the cost stated in the Application Form.

If you or the Personal Representatives simply prefer a more expensive alternative, we will not be obliged to pay for the additional cost(s). You or the Personal Representatives will need to pay any difference between the original choice and the more expensive option.

- 10.5. The appointed funeral director will carry out the funeral in line with recognised best practice and high standards in accordance with a recognised industry code of practice.
- 10.6. While we (via the funeral director) will use reasonable care in selecting third parties (e.g. a crematorium) to provide the funeral services, we cannot accept responsibility for any failure by such third parties to meet any particular standard, provided we have used our reasonable care in connection with such selection.

- 10.7. If the Covered Individual dies overseas and is repatriated to the UK, we will carry out our obligations under the Plan. If they are not repatriated, the Plan will be treated as if you had cancelled it (see section 11).

11. Cancelling the Plan

- 11.1. As long as we have not been informed of the death of the Covered Individual or the Plan has not already paid out, you can cancel your Plan at any time.
- 11.2. Where Plans are paid by a single Payment, we will refund your Payment and our Administration Fee, if you cancel the Plan **within** the longer of (a) 30 days of receiving your Welcome Booklet; or (b) 7 days from being notified of your initial allocated funeral director (where relevant).
- 11.3. Where Plans are payable by instalments, we will refund the instalments you have paid and our Administration Fee if you cancel the Plan **within** the longer of (a) 12 months from the Plan Start Date; or (b) 7 days from being notified of your initial allocated funeral director (where relevant).
- 11.4. If you cancel the Plan outside of the timescales described in 11.2 and 11.3, we will refund your Payment (taking into account any changes to your Plan under section 12 below), but the refund will exclude (a) our Administration Fee; and (b) any Protection Insurance Payment as described in 7.8 (b).
- 11.5. In very adverse market conditions, we may apply a 'market value reduction' which would reduce the amount refunded should your Plan be cancelled under 11.4. A market value reduction is designed to allow for the fair treatment of customers whose Plans remain invested.
- 11.6. Once a Plan is cancelled, it will come to an end, and we will not provide any funeral services on the death of the Covered Individual.
- 11.7. You may cancel your Plan by writing to us at the address below. Alternatively, you can call us on 0800 633 5626 or email info@epsfunerals.com. As part of our efforts to combat financial crime, we require proof of identity before we pay your refund.
- 11.8. We can cancel the Plan (a) under clause 6.3 (Eligibility); and (b) under clause 14 (Missed Instalments).

12. Changes to your Plan

- 12.1. You can make changes to your Plan at any time after full Payment has been made by completing a Funeral Plan Alteration Form with your funeral director. However, you cannot add or remove a Covered Individual from a plan once it is in force.
- 12.2. You may need to pay more if you upgrade your Plan or include extra products or services. Your funeral director will tell you of any extra costs, which must be paid by single Payment only. Instalments plans will not be eligible for upgrades or extra products or services.
- 12.3. During the life of the Plan, if you remove products or services, we will refund you the original amount paid for that particular product or service, as outlined on your Application Form.

13. What happens on death of the Covered Individual

- 13.1. When the Covered Individual dies, you, your Nominated Representative, or the Personal Representatives should contact the appointed funeral director named on the Certificate (or Nominated Representative document, if relevant), who will explain the next steps.
- 13.2. Where the Plan is paid for by a single Payment, the appointed funeral director will carry out the funeral and we will pay the funeral director for the services that are covered under the Plan (as set out in the Application Form). You or the Personal Representatives will need to pay the funeral director for any additional services chosen at the time of the funeral, and for any third party costs which were not guaranteed by the Plan or included in the Plan (see 10.3 above).

- 13.3. **For a Plan paid for by instalments, if the Covered Individual dies from an 'Accident' within the first year**, we will cover the cost of the funeral as outlined at 13.2. 'Accident' means a bodily injury is sustained, caused by accidental, violent, external, and visible means, which solely and independently of any other cause results in death. Accidental death does not include:
- death caused by ingesting drugs, unless they were prescribed to the Covered Individual by a registered doctor in the UK; or
 - a coroner's verdict of accidental death in circumstances other than where the death is caused by accidental, violent, external, and visible means, which solely and independently of any other cause results in death.
- 13.4. **For a Plan paid for by instalments, if the Covered Individual dies within the first year from a death that is *not* an Accident**, unless you or the Personal Representatives make up all the outstanding instalments, we will not cover the cost of the funeral. However, we will refund all instalments paid, the Administration Fee, and any Protection Insurance Payment(s). We will pay the refund, as instructed by the Personal Representatives, to either:
- (a) you or the estate of the Covered Individual; or
 - (b) to the appointed funeral director, as a contribution towards the cost of the funeral. Any guarantees described in sections 9 and 10 will not apply and you or the Personal Representatives must pay any shortfall to the funeral director.
- 13.5. **For a Plan paid for by instalments, if the Covered Individual dies after twelve months from the Plan Start Date (as shown in the Welcome Booklet), but before all instalments have been paid**, provided the Payment(s) are up to date, the Plan will pay for the funeral in the Application Form in accordance with these Terms and Conditions; no refunds will be given.
- 13.6. In the case of Joint Plans, the Plan will only pay out once. Your Application Form shows whether the Plan will cover the cost of the funeral of the first Covered Individual to die or the second. If the Plan is to provide the funeral of the first Covered Individual to die, once we have made payment under this section 13 in respect of that Covered Individual, the Plan will end and we will have no further obligations.
- 13.7. We will use our reasonable endeavours to ensure that the funeral services provided under the Plan are delivered to a satisfactory quality and standard by the appointed funeral director in a timely manner, in accordance with these Terms and Conditions.
- 13.8. If you or the Personal Representatives do not use the appointed funeral director to carry out the funeral, or do not agree to pay the appointed funeral director any unavoidable or additional charges as described in 9.2 or 10.1 above, we will not be able to pay for the funeral. In this case we will pay the proceeds of your Plan to the Covered Individual's estate or, at our discretion, to you if so directed by the Personal Representatives.
- 14. Missed instalments**
- 14.1. If you miss an instalment payment, we will write to you to request the missing instalment.
- 14.2. If you miss a second payment, we will write to you again to request all missed Instalments and ask that you contact us to discuss your options.
- 14.3. If you miss a third payment, we will write to you again to request all missed instalments, ask that you contact us to discuss your options and advise that we reserve the right to cancel the Plan.
- 14.4. If you miss a fourth payment, we will write again and request all payments are made up to date. If these are not paid in full, then the Plan will be cancelled, and a refund paid as outlined in 11.3 and 11.4. You will not be able to restart the Plan once it has been cancelled. Instead, you would need to take out a new Plan, which would be subject to our Terms and Conditions and any applicable fees at the time the new Plan is taken out.

15. Keeping you up to date

- 15.1. We will provide you with a statement relating to your Plan every three years.
- 15.2. If requested, we will communicate with your chosen Nominated Representative and provide a summary of the Plan to this person when we send out the Welcome Booklet.

16. If Ecclesiastical Planning Services Limited ceases to trade

- 16.1. We have arrangements in place to safeguard you in the unlikely event that we choose to close our funeral plan business or otherwise cease to trade, for example because of our insolvency. It is likely that your Plan will continue with another funeral plan provider and deliver the funeral in your Application Form. Should this not be possible you will receive a refund as described in section 11.
- 16.2. Should your Plan not be able to continue under these arrangements, we will be obliged to take all necessary steps to ensure that you, the Covered Individual, or (on the Covered Individual's death) their Personal Representatives, will be able to make a claim under the insurance policy we have purchased (see section 8), directly to the insurer.
- 16.3. By purchasing a Plan, you:
 - (a) irrevocably appoint us, for the duration of the Plan, as your agent for the purposes of asserting any right or interest that you have in the insurance policy purchased under section 8. This appointment does not prevent you and/or the Covered Individual from asserting your rights or interests in the insurance policy yourselves.
 - (b) consent to the transfer of our obligations (towards you or, where appropriate, the Covered Individual) under the Plan to another funeral plan provider in the event of our failure. This consent is not limited to a transfer to a particular funeral plan provider(s) and is only in respect of: (i) transfers arranged by an insolvency practitioner appointed by us, resulting in the Plan being carried out by the replacement funeral plan provider on the same terms as the Plan; and (ii) transfers arranged by the Financial Services Compensation Scheme (the 'FSCS'), with consent to the Plan being varied so as to result in the Plan being carried out by the replacement funeral plan provider on terms corresponding in all material respects (so far as it appears to the FSCS to be reasonable in the circumstances) to those which applied under the Plan.
- 16.4. You and your Plan are also protected under the FSCS up to the relevant compensation limit for funeral plans at the time. You can find out more by visiting www.fscs.org.uk or contacting the FSCS directly at Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Call: 0800 678 1100 or 0207 741 4100.

17. Complaints

- 17.1. If you have any complaint regarding the quality of our service or the funeral supplied in connection with your Plan, please contact us using any of the methods detailed in section 18 and we will deal with the complaint under our written complaints procedure.
- 17.2. If we cannot resolve your complaint, you may then refer it to the Financial Ombudsman Service (FOS). You can find out more by visiting www.financial-ombudsman.org.uk or contacting the FOS directly using the details below:

Phone: 0800 023 4567 (free from a landline and mobile) or 0300 123 9123 (calls to this number cost no more than 01 or 02 numbers) or (18002) 020 7964 1000 (calls using next-generation text relay) or +44 20 7964 0500 (if you are calling from abroad). Lines are open 8am to 5pm, Monday to Friday, and 9am to 1pm, Saturday. Email: complaint.info@financial-ombudsman.org.uk.
- 17.3. Making a complaint will not affect your right to take legal action against us.

18. Contact us

Write to us at Ecclesiastical Planning Services, Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester GL3 4AW.

Email us at info@epsfunerals.com

Call Freephone **0800 633 5626**, 8.30am - 5.30pm, Monday to Friday.

19. Other

- 19.1. We process information about you in accordance with our privacy policy. This is available from www.funeralplans.co.uk/privacy-policy.
- 19.2. At present, in the United Kingdom, the costs of providing a funeral are generally not subject to Value Added Tax (VAT), although there are exceptions, see 19.3. If VAT becomes payable on funeral expenses we reserve the right to recover this cost from you or the Personal Representatives.
- 19.3. You will be liable to VAT at the rate applicable when the funeral takes place on some items, including but not limited to flowers, wreaths, newspaper announcements, announcement cards, headstones and other memorials.
- 19.4. Other taxes or costs may exist that are not paid through us or imposed by us.
- 19.5. The Plan is personal to you and cannot be transferred. The Covered Individual(s) cannot be changed.
- 19.6. We will send any correspondence to whoever has been selected to receive it at the address shown on the Application Form, unless a change of address has been notified to us.
- 19.7. These Terms and Conditions are subject to English law. As a consumer, you will benefit from any mandatory provisions of the law of the country of the UK in which you are resident. Nothing in these Terms and Conditions, including this section 19.7, affects your rights as a consumer to rely on such mandatory provisions of local law. You and we submit to the exclusive jurisdiction of the Courts of England and Wales for the resolution of any dispute arising from these Terms and Conditions, except that if you are a resident of Northern Ireland or Scotland, you may also bring proceedings in your country of residence.
- 19.8. We do not expect to change these Terms and Conditions although we may have to do so for the following reasons:
 - (a) in circumstances beyond our control – such as a change in law, taxation or regulation or where we need to comply with a legal or regulatory decision or recommendation;
 - (b) to correct an error where it is reasonable to do so. For example, if something is missing which means that there is an inconsistency;
 - (c) to allow for changes in the way we administer your Plan where we consider it necessary to do so. For example, where it becomes impractical or impossible for us to provide your Plan or where it could result in our customers being treated unfairly;
 - (d) where we want to make a new service or feature available to you or make a reasonable change that will not negatively affect you.
- 19.9. Wherever possible, we'll do our best to give you advance notice before we make a change. If any change is to your disadvantage, we'll aim to tell you in writing 30 days before we make it. If that's not possible, we'll let you know as soon as we reasonably can.
- 19.10. We will send you a letter that sets out the changes to your Plan Terms and Conditions, which will also form part of your legal agreement with us.