

# Peace Burials Ltd

## Prepaid Funeral Plan Terms & Conditions

### About Us

We are Peace Burials Limited, trading as Peace Funerals, a company registered in England and Wales under company number 03016870. Our registered office is at Gleadless Mount, Sheffield, S12 2LN. We are authorised and regulated by the Financial Conduct Authority (the “FCA”) for entering into and carrying out prepaid funeral plans. Our registration is entered on the Financial Services Register under number [FRN: XXXXXX]. We are your funeral plan provider and are responsible for providing the funeral services under your funeral plan contract.

### How to Contact Us

You can contact us by calling us on **0800 093 0505**, by sending an email to [info@peacefunerals.co.uk](mailto:info@peacefunerals.co.uk), by writing to us at Gleadless Mount address or by visiting us at South Sheffield Funeral Home, Gleadless Mount, Sheffield, S12 2LN or North Sheffield Funeral Home, 363 Halifax Road, Sheffield, S6 1AF.

### Acceptance of These Terms

These Prepaid Funeral Plan Terms & Conditions (“**Terms**”) apply where you sign up for one of our funeral plans. By making payment, you agree that these terms shall apply to your funeral plan. You can cancel you plan as set out at section 6 below.

**Please note that funeral plans are an investment. We do not advise on, and are not authorised by the FCA to advise on, investments, either in relation to prepaid funeral plans or otherwise. You should obtain separate financial advice before entering into this Agreement.**

## 1. Definitions

In these Terms:

### “You”, “your”

You are our Customer, the person who makes, or will make, payments to us under the funeral plan contract. You may also be the Covered Individual;

### “Application Form”

means the form you have filled in, or will fill in, to sign up to the funeral plan;

### “Covered Individual”

means the person named on the Application Form on whose death a funeral will be provided or secured under the funeral plan contract;

### “Funeral Plan Summary”

means the document setting out and summarising your funeral plan that we provide in addition to these Terms;

### “Nominated Representative”

means the person nominated as the representative of the Customer (for example the Customer’s next of kin) to receive information about the funeral plan. Where the Customer is not also the Covered Individual, you do not need to appoint a separate Nominated Representative;

### “Trust”

means the Ethical Funeral Plans Trust; and

### “Trustees”

means the trustees of the Trust from time to time.

## 2. Costs

### 2.1 Plan Costs

The costs in all plans are made up of three components: the funeral director’s costs; disbursement costs; and an administrative charge. Your Funeral Plan Summary will clearly show the amount of each of these three components and all the elements that have been included in the cost of the plan.

## 2.2 Funeral Director's costs

These are the costs that your funeral director charges for the provision of services and products that they supply directly. They include the funeral director's professional fee for taking care of the funeral arrangements, collection from place of decease or public mortuary (within normal working hours), storage, attending on the day of the funeral, provision of bearers, and supply of the selected coffin. It also covers the supply of mainstream forms of transport, i.e. traditional hearse and limousines (up to 15 miles, and 2.5 hours duration), but not specialist forms of transport.

## 2.3 Disbursement costs

Disbursement costs cover the payment of those items and services which are supplied by people other than the funeral director. They include, but are not limited to: the fees payable to doctors for the signing of cremation forms; payments made to clergy and other officiants for leading funeral ceremonies; organists' fees; church fees; crematoria fees; and, in the case of a burial, the charges for burial rights and for interment.

They also include the amount that is set aside within the plan for any specialist form of transport (e.g. white hearse, motorcycle hearse, horse drawn hearse, railway train, etc.), flowers, newspaper announcement(s), or as an additional contribution towards burial costs.

## 2.4 Administrative charge

This is the cost to process the plan throughout its whole life span, from plan sale to the plan being executed. This money is separate from the funds that are used to pay for your funeral.

## 3. How the Plan Works

### 3.1 Our Contract with You

Your funeral plan contract (this "**Agreement**") comprises:

- 3.1.1 Your signed Application Form;
- 3.1.2 These Terms; and
- 3.1.3 The Funeral Plan Summary.

No contract shall exist between you and us until we have received the full payment (in the case of paying by lump sum) or the first instalment (if paying by instalments). The date of payment referred to in each of these two situations shall be regarded as the date of the funeral plan and of this Agreement.

### 3.2 Guarantees

Provided that you do not cancel your plan during the Covered Individual's lifetime, and subject to the Covered Individual not dying (other than accidentally) within 12 months of the plan coming into contractual effect, we make the following guarantees:

That the *Funeral Director's Costs* for carrying out the chosen funeral will be **covered in full** at that time provided that the plan is fully paid. (For plans that are not fully paid, see section 8.2.)

That the *Disbursement Costs* that have been set aside within the plan will have increased in value in line with the Consumer Price Index (CPI) from the beginning of the 13th month after the plan date (see section 3.1 above). If the actual costs of the disbursements at the time that the funeral is carried out are higher than the amount that has accrued for disbursement costs, the balance will be payable to the funeral director by the person organising the funeral, in line with that funeral director's terms and conditions. If the indexed payments made to the Trustees during the lifetime of the Covered Individual exceed the cost of the funeral, only the cost of the funeral will be paid to the funeral director carrying out the funeral.

If the Covered Individual does die (other than accidentally) within 12 months of the plan being taken out, a sum of money equal to all the payments received by us under the plan from the Customer will be returned to the Customer without undue delay and in any event within 30 days of notification of the Covered Individual's death.

### **3.3 Security of your funds**

With the exception of the administrative charge, all the payments you make are placed in the Trust. This Trust is independently managed by the Trustees. The terms of the Trust are such that, outside of very specific legitimate operating costs (e.g. accountancy costs, actuarial costs), funds can only be withdrawn on the production of evidence of the death of the Covered Individual, or upon your written request to cancel your plan, or in the event our company becomes insolvent (see section 11 below). The assets held on trust are kept segregated from any assets belonging to us.

### **3.4 Ethical Investment**

The Trustees who look after, and invest, the monies held in the Trust are charged with investing funds as ethically as possible, subject to this being compatible with a prudent investment strategy.

### **3.5 Your Funeral Director**

Peace Funerals, or the funeral firm from whom you bought your funeral plan if different, will carry out your funeral arrangements. If the person organising the funeral notifies us that they wish to choose a different funeral director, the plan will be regarded as cancelled for the purposes of section 6.2.

## **4. Our Commitments to You**

### **4.1 Taking Care of your Money**

We will deposit all funeral plan payments into the Trust, which is controlled by the Trustees in accordance with the Trust deed.

### **4.2 Paying your funeral director**

Following registration of death, and establishment of entitlement to claim under the funeral plan for the provision of the funeral of the Covered Individual, we will arrange for the appropriate amount to be withdrawn from the Trust. (No payment of any benefit arising under the terms of the Trust on the death of the Covered Individual will be made unless, and until, proof of the death of the Covered Individual is given to us.)

### **4.3 Ensuring confidentiality**

We will maintain confidentiality concerning your funeral plan and only discuss matters arising with you, the Covered Individual (if different), the Nominated Representative, the Trustees and the funeral director.

### **4.4 Plan documentation**

Within 30 days of the (concluding) payment being made, a Funeral Plan Certificate will be sent out by post. Where you have a Nominated Representative, we will send your Nominated Representative a document confirming that the plan is in place, unless you request that they are not contacted. We will send you regular statements confirming your plan and your rights in relation to your plan.

## **5. Your Responsibilities**

### **5.1 Providing accurate personal information**

You are responsible for providing on the plan Application Form:

- the Covered Individual's correct name, date of birth and address (i.e. usual place of residence);
- where you are not the Covered Individual, your own contact details (including your address); and
- where applicable, the Nominated Representative's contact details (including their address).

### **5.2 Change of address**

It is important that you let us know when the Covered Individual changes address as this could have a bearing on the cost guarantees relating to the plan. If the Covered Individual moves to a new address in the same pricing zone as the original address, we will amend the address details on our records and all other matters will remain unchanged.

If the Covered Individual moves to an address which is in a more expensive pricing zone than his/her previous address, there will be a balance to pay on the plan in order to retain the price guarantees listed at the top of this document. Alternatively, you can opt not to make any additional payments at this stage but instead leave the balance to be payable to your funeral director by the person organising the funeral, in line with their terms and conditions.

If the Covered Individual moves to an address which is in a less expensive pricing zone than his/her previous address, you have two options. Firstly, you can choose to leave the difference in the cost of the new plan in the Trust. This will give you an extra level of protection against rises in disbursement costs as the excess funds will be transferred to the disbursement allocation. Alternatively, you can request a refund of the balance. However, the refund will be subject to an administrative charge.

The services of your funeral director are currently available only to those people who are normally resident in areas in proximity to (one of) your funeral director's branches. If the Covered Individual moves out of the pricing zone of the appointed funeral director such that you wish to appoint a different funeral director, we reserve the right to cancel your plan in accordance with section 6.2 below. We may still be able to help with the funeral arrangements although it is likely that this will incur an additional charge.

### **5.3 Changing your plan choices**

Once you have purchased your plan, if you wish to change any of the choices under the plan, you must contact us to request these changes – you can make a request in writing or by phone if they cannot be made online. If there are any cost implications of the new choices, we will advise you, and we may levy a charge for making the alterations to the plan. The plan changes will not be in force until you receive written confirmation from us in the form of a revised Funeral Plan Certificate.

## **6. Your Right to Cancel**

### **6.1 Initial Cancellation**

You can cancel your funeral plan, without giving any reason and without being required to pay any additional cancellation fees, within the longer of:

- 30 days (or if you are paying in instalments, 12 months) from the date that your funeral plan takes contractual effect); and
- 7 days from when we inform you of your appointed funeral director.

If you decide to cancel within the cancellation period above, we shall make a full refund to you of any monies that have been paid to us.

### **6.2 Subsequent Cancellation**

If you wish to cancel the funeral plan at any later stage, we shall refund to you the full amount that has been paid to us less: the administrative charge, and any costs that we have incurred from third parties (e.g. merchant account companies, banks) for processing your payment(s). We will not pay interest on any payments that have been made and we will strive to make the refund within 28 days of receiving your request.

### **6.3 Position Following Cancellation**

Once we have made a refund, we have no further responsibilities for the funeral arrangements. A funeral plan cannot be cancelled after redemption of the plan has been requested or the funeral of the Covered Individual has already been carried out.

## **7. Plan Limitations**

### **7.1 Areas where plans are available**

The services of your funeral director are currently available only to those people who are normally resident in areas in proximity to (one of) your funeral director's branches. If the Covered Individual dies outside of those areas, or if the person arranging the funeral wants the funeral to take place outside of those areas, we reserve the right to cancel your plan in

accordance with section 6.2 above. We may still be able to help with the funeral arrangements although it is likely that this will incur an additional charge.

## **7.2 Free text preferences**

The Application Form provides the opportunity to enter some free text to further explain the funeral wishes of the Covered Individual. This can include anything from, say, the choice of music to be played at the funeral ceremony; what is to happen to the ashes; what dress code should be adopted at the funeral; etc. No financial provision is made within the plan for the wishes expressed in this section unless they relate to an option chosen in the main part of the Application Form or an additional allowance has been made under your plan for 'Extra Wishes' (as set out on the Application Form).

## **7.3 Oversize coffins**

The cost of coffins is based upon the assumption that the coffin being supplied will not need to be especially strengthened and is not in excess of 6' 6" x 24" internal measurements. If either, or both, of these assumptions is not valid, a premium may be payable for the selected coffin at the time of the funeral.

Also, if it is necessary for safety reasons for the funeral director to supply more than four bearers to carry the coffin, the cost of the additional staffing will become payable to the funeral director by the person organising the funeral, in line with that funeral director's terms and conditions.

## **7.4 Collection from place of decease**

Unless specifically expressed to the contrary, the funeral plan includes the cost of transport from the place of decease, or public mortuary, within normal working hours, to the funeral director's premises, subject to that journey being within a maximum of 25 miles of the Covered Individual's address. No allowance is included for any ferry or air fares, or tolls. If collection requires a journey of more than 25 miles, a supplementary charge may be levied. This will be payable to the funeral director by the person organising the funeral, in line with that funeral director's terms and conditions.

## **7.5 Funerals on days other than normal working days**

If it is the wish of the person arranging the funeral that it is carried out on a day other than a normal working day, and if the funeral director is willing to agree to this request, a supplementary charge may be payable to the funeral director by the person organising the funeral, in line with your funeral director's terms and conditions.

## **7.6 Removal of Artificial Limbs, etc.**

A reasonable additional amount extra may be charged by your funeral director for the removal of artificial limbs, pacemakers, etc. This will be payable to the funeral director by the person organising the funeral, in line with the funeral director's terms and conditions.

## **7.7 Viewing**

If viewing has been included as part of the plan, this facility will be provided at the funeral director's premises during normal office hours. There may be an additional charge for any viewing outside of these hours. This will be payable to the funeral director by the person organising the funeral, in line with the funeral director's terms and conditions.

## **7.8 Vehicles - Extra distance and time**

The use of transport for the funeral is based upon it being available for a period of no greater than 2.5 hours and to travel no further than 15 miles. If either of these assumptions is incorrect, an additional payment may become payable to the funeral director by the person organising the funeral, in line with the funeral director's terms and conditions.

## **7.9 Horse-drawn transport**

Horse-drawn transport used on the funeral will travel for a maximum journey length of 4 miles.

## **7.10 Services of similar nature as replacements**

Pictures shown on the website are intended to be indicative of the service options available. No guarantees can be provided about the manufacturer or model, for example, of hearses and limousines that will be supplied, or the precise nature / design

of other forms of transport that are used. Coffins supplied will, usually, be very similar in appearance, if not identical, to those shown.

If for any reason outside our control certain combinations of options are not permitted (for example, by a particular crematorium refusing to accept a particular type of coffin), the nearest approximation to the Covered Individual's wishes that can be financed from the plan funds available, will be supplied.

If any of the services stipulated in the plan are unavailable at the time of the funeral, we will endeavour to ensure that substitute services are provided which are as near as practicable equivalent to the services stated in the plan.

If the person arranging the funeral does not agree with the substitute services being offered, the plan will be treated as cancelled in accordance with section 6.2 above.

## **8. Specific Provisions**

### **8.1 Defaulting on instalment payments**

If you take the option to pay for the funeral plan by instalments but you have a payment shortfall of two consecutive payments, we will provide you with a statement of the payments due, the total amount of the shortfall and information on the consequences if the payment shortfall is not paid within 10 business days of the notification. We reserve the right to cancel your funeral plan where you (and any other party) fail to settle your payment shortfall.

### **8.2 Death occurring whilst instalments are part paid**

Should the Covered Individual die prior to full payment of the funeral plan, the cost and arrangements detailed in the Funeral Plan Summary will still be honoured, and we will credit the amount you have contributed (less the fees) towards the cost of the funeral. The outstanding balance will need to be paid for by you (if you are not the Covered Individual) or the Covered Individual's estate at the time of the funeral. Alternatively, you (if you are not the Covered Individual) or the Covered Individual's estate can choose not to pay the balance and the funeral plan may be cancelled by us. If this is the case, we will return the instalments paid less the fees in accordance with these Terms.

## **9. General**

### **9.1 VAT**

No provision is made within the funeral plan for the payment of VAT, as funerals are currently exempt from VAT. However, should there be any legislative change that results in an additional form of taxation, or government surcharge, becoming payable on your funeral, these additional costs will not be covered by the funeral plan.

### **9.2 Miscellaneous**

English Law applies to this Agreement and to any dispute arising in relation to it.

You cannot assign your rights and obligations, or those of the Covered Individual, under this Agreement without our consent. We shall be free to assign, sub-contract, or otherwise deal with this Agreement in order to fulfil Section 11.

The terms of this Agreement do not create any rights enforceable by any third party other than as may be required by law. No consent will be required from any third party to vary or otherwise deal with the terms of this Agreement.

## **10. Complaints**

### **10.1 How to complain about us or the plans that we provide**

We are keen to provide you with a service with which we hope you will be satisfied. However, should you wish to make a formal complaint about our services or plans (which can be done via the contact details at the start of these Terms) we will provide a written acknowledgement within five working days. We will aim to provide a final response within 28 days and no later than 8 weeks from the date of receiving your complaint. We aim to resolve informal expressions of dissatisfaction within 3 days, where possible.

## 10.2 The Financial Ombudsman (FOS)

**If you are not satisfied with our handling of your complaint, have not received a final response within the prescribed timescales above, or you are not happy with our final response, you have the right to appeal to the Financial Ombudsman Service (“FOS”). The FOS will review our handling of your complaint and provide an impartial adjudication. You can contact the FOS by phone on 0800 023 4567 or via their website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).**

## 11. If we go out of business

If we are unable to carry out the funeral plan the money will be protected by the Trust. The trustees will work with the Financial Conduct Authority (or equivalent regulatory body) for a replacement funeral provider to provide your funeral plan. Alternatively, the funds will be returned to you, or (if you are the Covered Individual), after your death, to your estate. You or your estate also have the right to make a claim from the Financial Services Compensation Scheme (FSCS) if your funeral plan hasn't already been carried out. You can find out more by visiting [www.fscs.or.uk](http://www.fscs.or.uk), by telephone on 0800 678 1100 or 0207 741 4100, or by contacting the scheme directly by post at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## 12. Practicalities

### 12.1 What to do when the Covered Individual dies

Contact us as soon as is convenient via the contact details at the start of these Terms. We will provide guidance and information to help you make arrangements, and we will ensure that the services required under this Agreement are carried out by the funeral director.

### 12.2 Guidance on how to register a death

Most Offices of Registrars of Births, Deaths and Marriages operate an appointment system, so you are best advised to contact them by telephone in the first instance. (The telephone number of your local registrar can be found in the Phone Book under ‘Registration of Births, Deaths and Marriages’, or found online via [www.bereavement-services.org](http://www.bereavement-services.org).) They will advise you of any documentation that they would like you to take with you when you go to register the death. It is helpful if you can take a birth certificate and, if applicable, a marriage certificate.