

## 1. These terms and conditions

These terms and conditions outline your relationship with us, Ecclesiastical Planning Services Limited.

Your application form, supplementary application 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. A joint Plan will only cover one funeral. You can decide whether this should be the first Covered Individual to die or the second, when you set up the Plan.

There may be circumstances where we are not able to deliver your chosen funeral. These circumstances are set out in section 13 of this document. In particular, you should bear in mind that a Plan paid for by instalments may not cover the cost of the funeral if the Covered Individual dies in the first year.

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.
- 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;
- '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 provided;
- 'FCA' means the Financial Conduct Authority;
- 'Payment' means the amount you agree to pay for the Plan;
- 'Personal Representatives' means the people responsible for ensuring the wishes of the Covered Individual are carried out on his/her death.

- 'Plan Start Date' is the date you started the Plan, as set out in your Welcome Pack;
- 'PRA' means the Prudential Regulatory Authority;
- 'we', 'us', 'our' means Ecclesiastical Planning Services Limited;
- 'Welcome Pack' includes information on the services included in your Plan;
- 'you' or 'your' is the planholder(s): the person(s) making Payment for the Plan.

## 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; 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; and
  - your final instalment is due to be paid before the Covered Individual's 85th birthday; and
  - you (and the Covered Individual, if a different person) are a resident of the UK.
- 6.3. If we subsequently find that you or the Covered Individual are not eligible, 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 people as described in section 3 and 6.5. If you want to extend the funeral services to be provided under an existing Plan, you can do so (please see section 12).
- 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 24 months or more.

## 7. Taking out a Plan

- 7.1. You choose the style, cost and type of funeral required and apply for a Plan by completing the application form which is sent to us with your 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; and/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 sending an application form and your Payment (or, where applicable, the first instalment of your Payment), you confirm that the information in the application form is complete and correct, you accept these terms and conditions and that you wish to enter into a binding contract 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 Pack. Our acceptance of your application form forms the binding contract between you and us.

- 7.6. Keep your Welcome Pack including the Certificate in a safe place as it 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, you can obtain copies from us, however we may charge for a replacement.
- 7.8. Paying by instalments
  - a) We reserve the right to adjust instalments if the date of birth you have provided in your application is inaccurate, or to cancel the Plan as described in section 11.
  - b) If you have chosen to pay your instalments over 24 months or more, your instalments will include a 'Funeral Services Protection' payment. This allows the funeral services described in your Welcome Pack to be provided if the Covered Individual dies before the final instalment is paid, after a minimum of 12 months from the Plan Start Date.
  - c) You may settle all outstanding instalments 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 safeguard your Payment (including any instalments), other than the Administration Fee, and Funeral Services Protection payments as described in 7.8 (b), in an insurance policy provided by a UK 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 help us ensure that the funds are available to pay the funeral director for the funeral services described in your Welcome Pack on the death of the Covered Individual.

## 9. The funeral director

- 9.1. The funeral director shown in your Welcome Pack will normally conduct the funeral when the time comes.
- 9.2. If the Covered Individual moves to a different area we may find an alternative funeral director to conduct the funeral, if requested. You may be required to make an additional Payment to us if local costs are more expensive in the new area.
- 9.3. We will also find an alternative funeral director to conduct the funeral should the appointed funeral director cease 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 services described in the Welcome Pack.
- 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 as specified in this section. Please see section 13.7 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 services and items set out in your Welcome Pack subject to these terms and conditions. Any upgrades or extra services that you or your Personal Representatives ask for or need when the Covered Individual dies will be charged to you or your 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 your Personal Representatives confirm that any unavoidable additional costs 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 your Personal Representatives. Please see section 13.7 for details of what will happen if the appointed funeral director cannot carry out the funeral.

- 10.2. Your Welcome Pack sets out the services which will be provided by the appointed funeral director. These are guaranteed which means there is no more to pay for these services when the funeral is carried out, provided the funeral director specified in your Welcome Pack conducts the funeral (see section 9 above for circumstances where this may not be the case), and all Payments due have been made.
- 10.3. Your Welcome Pack shows the amount included in your Plan for third party costs, such as cremation, burial and officiant fees. These costs are payable by the funeral director to a third party (and are therefore outside the control of the funeral director or us).
  - a) Where any third party costs are guaranteed, provided that the funeral is conducted by the specified funeral director, all Payments have been made and there are no additions to the funeral at the time of the Covered Individual's death, there will be no more to pay for these services when the funeral is carried out.
  - b) Where any third party costs are not guaranteed and they are more than the Plan value allocated for them at the time of the funeral, then you or your Personal Representatives must pay the balance.
  - c) If your Plan does not include third party costs, these must be paid to the funeral director in full when the funeral is carried out.
- 10.4. Sometimes changes to the services and goods to be supplied for the funeral are necessary and any changes will be of an equivalent quality and suitability. If you or your Personal Representatives would prefer a more expensive alternative, we will not be obliged to pay for it. You or your Personal Representatives will need to pay the difference.
- 10.5. The appointed funeral director will carry out the funeral in line with recognised best practice and to the highest standards in accordance with a recognised industry code of practice.
- 10.6. While we (via the funeral director) will use all due 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 all due care in 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 Pack;
  - b) 7 days from being notified of your initial allocated funeral director only.
- 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;
  - b) 7 days from being notified of your initial allocated funeral director only.
- 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). The refund will exclude:
  - a) our Administration Fee;

b) any Funeral Services Protection payments as described in 7.8;

- 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 the 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](mailto:info@epsfunerals.com). As part of our efforts to combat financial crime, we require proof of identity before we pay your refund.

## 12. Changes to your Plan

- 12.1. As long as you and the Covered Individual still remain eligible under section 6, you can make changes to your Plan at any time after full Payment has been made by sending us an alteration form.
- 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 will not be possible for upgrades.
- 12.3. If you downgrade your Plan or remove products or services, we will pay you a corresponding refund of your Payment. A 'market value reduction' (as outlined in section 11.5 above) may be applied to the refund.

## 13. What happens on death of the Covered Individual

- 13.1. When the Covered Individual dies, you, your nominated representative, or your Personal Representatives should contact the appointed funeral director as shown on the Certificate, who will explain the next steps.
- 13.2. Unless your Plan is being paid for by instalments and the Covered Individual dies within the first year (in which case see section 13.3 below), the appointed funeral director will carry out the funeral and we will pay the funeral director for the services as covered under the Plan (as set out in the Welcome Pack). You or your Personal Representatives will need to pay the funeral director for any additional services chosen at the time, or for any third party costs which were not guaranteed by the Plan (see section 10.3 above).
- 13.3. For Plans paid by instalments, if the Covered Individual dies within the first year from an 'Accident' (as defined below) 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 Plans paid by instalments, if the Covered Individual dies within the first year from a death that is not an Accident, unless you or your Personal Representatives make up the outstanding instalments, we will not cover the cost of the funeral as outlined at section 13.2, but will refund all instalments paid and any Administration Fee, as instructed by your Personal Representatives, to either:

- a) you or your estate; or
  - b) to the appointed funeral director as a contribution towards the cost of the funeral. Any guarantees described in section 9 will not apply and you or your Personal Representatives must pay any shortfall to the funeral director.
- 13.5. In the case of Joint Plans, the Plan will only pay out once. You will have decided at the outset 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 a payment under this section 13 in respect of that Covered Individual, the Plan will end.
- 13.6. We shall take all 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.
- 13.7. If you or your 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 costs as described in section 10.1, we will not be able to pay for the funeral. In this case we will pay the proceeds of your Plan to you or your estate.

## **14. Missed instalments**

- 14.1. If you miss an instalment, we will write to you to request the missing instalment.
- 14.2. If you miss another consecutive instalment, we will write to you again to request all missed instalments.
- 14.3. If, after 10 business days of a second letter under 14.2, we have not received all missed instalments, we will cancel the Plan as described in section 11.3 or 11.4 as appropriate. 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 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 you have requested we communicate with your chosen nominated representative, we will provide a summary of the Plan to this person when we send out the Welcome Pack.

## **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 Welcome Pack. 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](http://www.fscs.org.uk) or contacting the FSCS directly using the details below:

Post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY

Phone: 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 on 0800 633 5626 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](http://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](mailto: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

You can contact us by any of the following methods:

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

Emailing us at [info@epsfunerals.com](mailto:info@epsfunerals.com)

Freephone **0800 055 6503**

Talk to the team between 8.30am and 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](http://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 your 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.