



# PREPAID FUNERAL PLAN

## Terms and Conditions



**YORKSHIRE  
BUILDING  
SOCIETY**

Introducing



**Dignity**

CARING FUNERAL  
SERVICES



## Terms and Conditions

### Dignity Prepaid Funeral Plan

The Dignity Prepaid Funeral Plan (the 'Plan') provides the funeral services set out in the Amber Plan, Pearl Plan and Diamond Plan so long that you make all of the payments in accordance with the detail set out in your Plan.

#### Definitions

In these terms:

**"Additional Special Requests Form"** means the form, which we will send to you after we have received your Application for the Plan, which allows you to notify us of any alternative or additional Special Requests;

**"Agreement"** means the written agreement between us made up of the Application, the Funeral Plan Schedule, Funeral Plan Services Document, Key Features Summary and these Terms and Conditions;

**"Application"** means the Application form you have completed and either returned by post, submitted online via a website or portal or completed over the telephone;

**"Funeral Plan Schedule"** means the schedule setting out all the details of your Plan, which we will send to you once we have received your Application for the Plan;

**"Funeral Plan Services Document"** means the document setting out the details of the services which are guaranteed by the Plan, which we will send to you once we have received your Application for the Plan;

**"Inflation"** means a sustained increase in the general level of prices for goods and services measured as an annual percentage increase in line with the Retail Prices Index;

**"Instalment Charge"** means the additional payment included in the price of any Plan where instalments are being paid over a term beyond 12 months;

**"Key Features Summary"** means the document summarising the key features and benefits and exclusions and limitations of the Prepaid Funeral Plan to allow you to assess whether it meets your requirements;

**"Nominated Funeral Director"** means the funeral director, the details of which are set out in the Funeral Plan Schedule, or such other funeral director as we may appoint to carry out your chosen funeral;

**"Planholder"** means the person named in the Funeral Plan Schedule whose funeral is covered by this Plan;

**"Personal Representative"** means your Personal Representative(s) after your death, as defined by the Administration of Estates Act 1925;

**"Plan"** means the funeral Plan you have chosen, as governed by the Agreement;

**"Price Guarantee"** means the price guarantee in respect of the Nominated Funeral Director charges or

any cremation funeral costs indicated as guaranteed in the Agreement;

**"Special Requests"** means any personal wishes as to how you would like your funeral performed which have been notified to us in your Application, Additional Special Requests Form, by email, in writing or over the telephone;

**"Trust"** means the Trust described in more detail in the "Care of your Money" section below;

**"we"** or **"us"** or **"our"** refer to Dignity Pre Arrangement Limited and our details are set out below; and

**"you"** or **"your"** or **"applicant"** means the person applying for the Plan.

### Do You Qualify For This Plan?

This Plan is available to Planholder's who are aged 50 or over at the date of application.

This Plan covers the cost of certain funerals provided they are conducted in mainland Great Britain, Northern Ireland, Jersey, Isle of Man or Isle of Wight. The funeral must be conducted in the territories mentioned above. The Plan does not cover the costs of repatriation.

### Your Plan

#### Payment

As the purchaser of this Plan, the rights and benefits set out in this Agreement accrue to you and you are responsible for making payments to us in accordance with this Agreement.

If you have named a different person as the Planholder on the Application, the rights and benefits set out in the Agreement will nevertheless accrue to you and not to the Planholder.

### What the Plan Covers

#### What Your Plan Includes

Subject to these Terms and Conditions, and as set out below, details of the services guaranteed by your Plan are set out in the Funeral Plan Services Document.

Once you have fully paid the amounts set out in the Plan, we promise to cover these goods and services at no further charge to your Personal Representative. This Price Guarantee only applies to the services set out in the 'What the Plan Covers' section.

#### Your Nominated Funeral Director

Your Plan covers the services of the Nominated Funeral Director to provide the goods and services described in your Agreement after receipt by us of the Application. If any of the goods or services, which are to be directly provided by the Nominated Funeral Director, are not available at the time of the funeral we will provide an alternative of at least equal quality and value at no further charge.

If your Personal Representative does not agree to the alternative arrangements, we may cancel the Plan and refund to your estate any monies due less a £395 cancellation fee.

We will appoint the Nominated Funeral Director to carry out your chosen funeral. If the Nominated Funeral Director cannot for any reason perform your funeral, we will appoint an alternative Nominated Funeral Director for you.

Please note that we reserve the right to appoint a different or new Nominated Funeral Director to carry out your chosen funeral for any reason. We will inform you before we do so.

### **Change of Address**

The Plan provides for your funeral to be carried out by the Nominated Funeral Director. You must notify us at the address shown at the end of this document of any permanent change of address so that, if appropriate, we will appoint an alternative Nominated Funeral Director for you.

### **Cremation Services**

If you choose or have chosen a cremation funeral as part of your Plan, the price you have paid for your Plan will cover;

1. The cremation fee charged by the crematorium. We reserve the right to select the crematorium used. This will usually be a crematorium close to and normally used by the Nominated Funeral Director.

The cremation fee does not include any additional charges made by the crematorium, for example, any cost payable to the crematorium for use of an organist.

2. The Minister of Religion or an Officiant's fee, equal to the amount paid for a standard funeral service at the crematorium or cemetery as listed in the Church of England Table of Parochial Fees.

In the unusual event that the Minister or Officiant charges more than this amount, then you or your Personal Representative will be responsible for paying that additional amount to the Nominated Funeral Director.

### **Burial Funeral**

If you require a funeral with burial, your Nominated Funeral Director will arrange certain services which are provided by third parties, for example, the provision of a burial plot, digging a new plot or opening an existing grave, and cemetery fees and fees for a Minister of Religion or Officiant may also be payable. However, as the cost of these services varies widely throughout mainland Great Britain, Northern Ireland, Jersey, Isle of Man and Isle of Wight, therefore your Plan does not guarantee to cover these costs.

Your Plan contains a contribution towards these burial costs and other third party costs. The current rate is

£1,200 which will rise in line with Inflation. We will advise your Personal Representative of the value of the burial contribution at the time of arranging the funeral.

If the contribution towards burial costs does not cover the actual burial costs in full your Personal Representative will be required to pay the additional sum at the time of the funeral. Where the actual burial cost is less than the value of the contribution towards burial costs, we will either repay the difference to your Personal Representative, or put it towards other funeral costs incurred at the time.

### **What the Plan Does Not Cover**

The Plan includes the services described in the Funeral Plan Schedule, which forms part of the Agreement.

The cost for other services, for example a memorial, headstone, flowers and catering are not included in the Plan. If you would like to make a provision for services not already included in your Plan you may do so by making a contribution towards these costs. We will then make sure the value of that contribution increases in line with Inflation.

However, if that contribution does not cover the then current rate for those goods or services, you or your Personal Representative must pay the difference between the value of your contribution (adjusted for Inflation) and the actual cost at the time of the funeral. Where the actual cost is less than the value of your contribution we will repay that difference to you or your Personal Representative.

Any fees payable to doctors or a coroner for the issue of death or cremation medical certificates, or coroners certificates will not be included in your Plan and if they are charged for they will need to be paid for separately at the time of the funeral.

### **Your Special Requests**

You may ask for Special Requests for your funeral, but if these incur additional costs they will fall outside the Plan and will not be covered by the Price Guarantee. Once you have notified us of any Special Requests, we will send you a Special Requests Certificate confirming these Special Requests. Your Special Requests will be used as a guide for your Personal Representative and the Nominated Funeral Director. You are entitled to make a contribution payment towards the cost of any Special Requests and any contribution you do pay towards Special Requests will be increased each year in line with RPI inflation. But we do not guarantee that your contributions will cover the cost of all of the Special Requests. Your Personal Representative will be advised of the value of this contribution at the time of arranging the funeral. If you have any queries please call Dignity Pre Arrangement Limited on 0800 484 0503.

There are a number of common requests which incur additional costs which are not included in the Plan. These might include (but are not limited to):

- an additional charge for conducting the burial, cremation or funeral service on a weekend or public holiday;
- a religious or other service where the venue charges for the use of that venue, heating, an organist, choir, etc;
- if the crematorium charges extra for music, choir or an organist, or any other services (including any levies).

### Extra Charges

Save in respect of any service specified as paid for in the Agreement we may charge reasonable extra amounts for the following requirements:

- the removal of mechanisms such as pacemakers (which must be removed before a cremation);
- any doctors or coroners fees that the funeral director is asked to pay on your behalf;
- providing a funeral which is not a normal funeral service;
- conducting the funeral, burial or cremation on a weekend, at an unusual hour or public holiday; or
- any adjustments to prices that reflect the additional cost to us of any change in regulations, tax, laws or generally accepted practice, and affect the conduct of the funeral.

### Repatriation and Transport

This Plan does not cover the costs of repatriation from outside mainland Great Britain, Northern Ireland, Jersey, Isle of Man and Isle of Wight to the Nominated Funeral Director.

If we need to transport the Planholder to or from a distance of more than 50 miles of the proposed funeral site, crematorium or burial place or if we need to incur ferry or air fares, we may charge you reasonable additional costs, less any contribution towards the cost of travel specified in your Plan.

### Care Of Your Money

All payments you make are passed to the Royal Exchange Trust Company Limited as custodian trustee of the National Funeral Trust (the "Trust") to be held in accordance with the Trust deed of the Trust. Following the transfer of Royal Exchange Trust Company Limited to Capita plc, some activities are carried out by Capita Trust Company Limited under a Power of Attorney.

Payments are made out of the Trust to us for funerals when they are performed, and for the cost of offering, selling and administering the Plans, and for refunds to purchasers of the Plan.

### Instalment Payments

If you choose to pay for your Prepaid Funeral Plan by instalments the following rules will apply:

#### If you choose to pay by instalments of more than 12 months

Where instalments are being paid over a term beyond 12 months an Instalment Charge is required because the Trust does not have all the money to invest at the Plans inception.

#### If the Planholder dies before all of the instalment payments for the Plan have been paid

We will provide the funeral in accordance with this Agreement. However, your Personal Representative will be responsible for paying the outstanding instalments due at the time of the funeral.

#### If you fail to pay all of your instalment payments

If any instalment is not paid within 60 days of its due date, the Price Guarantee in your Plan will lapse. However, provided that the Plan has not been cancelled, your Personal Representative may request, and we may agree, to arrange for the funeral to be carried out by the Nominated Funeral Director. The cost of the funeral will then be charged at the Nominated Funeral Director's then current market rate and we will credit any instalment payments already made towards the cost of the funeral.

For these purposes the value of the payments made will be increased annually in line with Inflation, from the date on which the Price Guarantee has lapsed to the date of the funeral. Your Personal Representative will be liable to pay the difference between the amounts paid (subject to Inflation) and any outstanding amount to the Nominated Funeral Director.

If any instalment is not paid within 60 days of its due date and the Plan has not been cancelled, you may reinstate the Plan by restarting payment. However, the total amount payable for the Plan will be increased to the then current price of the Plan you have chosen. We will take account of payments already received, increased by Inflation from the date the Plan lapsed, and we will adjust future instalments accordingly.

### Cancellation

You have 90 days from the date you receive your Agreement to decide that the arrangements you have made meet your requirements and that you do not wish to cancel your Plan. If you do decide to cancel your Plan, you must:

- notify us by completing and returning the cancellation form entitled "Notice of the Right to Cancel" which will be included with the documents that make up your Agreement or
- otherwise notify us in writing, by telephone or by email;

Dignity Pre Arrangement Limited, 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands B73 6AP

0800 484 0503

planinfo@dignityuk.co.uk

Any notification of cancellation should specify all of the following details: (i) the Plan number; (ii) the full name and address of the Planholder (iii) the Planholders date of birth; and (iv) a telephone number and/or email address for contact purposes should there be any issue with the cancellation. There will be additional security questions where the Plan is cancelled by telephone or by e-mail.

Provided we receive such notification within 90 days of entering into the Agreement, we will refund all the money you have paid within 14 days of us receiving notification of cancellation.

If you wish to cancel your Plan after the Cancellation Period, we will refund any money you have paid, less a cancellation fee of £395, within 14 days of us receiving notification of cancellation.

In the event that the Plan is not used the person contacting us after the death of the Planholder may request that the plan is transferred to another person. The person for whom the plan is for must meet the same qualification criteria as set out in the 'Do You Qualify For this Plan' section in these Terms & Conditions. We may require additional information from the person contacting us before we can agree to transfer the plan.

In the event that the Plan is not used or transferred and cancellation is requested after the death of the Planholder we may require additional information from the person cancelling the Plan before we can complete the cancellation.

Any refund will be made to the person who originally paid for the Plan or to the Planholder's estate.

We may cancel your Plan by giving notice to you if:

1. an instalment remains unpaid more than 60 days after it is due;
2. a funeral director is appointed independently by you who is not a Nominated Funeral Director;
3. the funeral is to be conducted outside mainland Great Britain, Northern Ireland, Jersey, Isle of Man or Isle of Wight; or
4. the funeral cannot be performed because of circumstances outside our control or outside the control of the Nominated Funeral Director (for example war, terrorism, or riot).

If we cancel the Plan, we will refund any money you have paid, less the £395 cancellation fee, and we will have no further obligations to provide the benefits set out in the Plan. The Plan is designed to cover funeral costs and is not an investment product, and we will not pay interest on money refunded.

### **Value Added Tax ("VAT")**

VAT is not currently charged on a funeral service. However, if VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, you or your Personal Representative must pay the VAT or additional tax at the time of the funeral.

If you are paying for any Special Request as part of your Plan then any third party suppliers who provide those goods or services may charge VAT, which we will pay and recover from you, or your Personal Representative.

### **The Agreement**

Once we have confirmed your Application for the Plan, the following documents all make up the Agreement:

- your Application
- the Funeral Plan Schedule
- the Funeral Plan Services Document
- the Key Features Summary
- these Terms and Conditions.

Please keep these documents in a safe place for the attention of your Personal Representative. You are advised to discuss your funeral arrangements with the person who will be your Personal Representative.

These documents together make up the Agreement concerning your funeral arrangements. Anything which is not documented in writing in the Agreement will not be effective. If there is any ambiguity between the documents, the terms set out in this document take precedence over the others. English law shall apply to this Agreement. If anything in this Agreement is invalid or unenforceable, then this Agreement will be interpreted as if that part were modified or deleted to make it valid and enforceable, and the rest shall remain in force.

If we fail to exercise or delay in enforcing our rights (such as our right to cancel the Plan in the event of unpaid instalments), such failure or delay will not restrict our rights to do so, and a waiver of any such rights or of any breach of any term will not be deemed to be a waiver of any other right or any later breach.

You may propose a change to the Plan, but no change will take effect unless it is agreed in writing. If you wish to change your Plan then this will take effect through a new Agreement. Please call Dignity Pre Arrangement Limited on 0800 484 0503 if you wish to change the terms of your Plan.

The Agreement is personal to you and may not be assigned (transferred) or made the subject of any trust, mortgage or charge given as security for any obligation to any third party. Only you or your Personal Representative is entitled to claim the rights or benefits set out in this Agreement. The Nominated Funeral Director may also claim the rights or benefits set out in this Agreement. Otherwise, no other person (including the Planholder or their Personal Representatives) has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any other rights these people may have. These Terms and Conditions apply to all Plans entered into from 24/04/17.

## How To Make A Complaint

We make every effort to excel in the service we provide. However, if you feel we have not met your expectations, please contact our Client Liaison Officer who will acknowledge your complaint within 2 working days and will do their utmost to ensure any complaint is dealt with as quickly and efficiently as possible.

Contact details are as follows:

Client Liaison Officer  
4 King Edwards Court  
King Edwards Square  
Sutton Coldfield  
West Midlands  
B73 6AP

**Telephone:** 0800 731 0655

**Email:** [clientrelations@dignityuk.co.uk](mailto:clientrelations@dignityuk.co.uk)

If you are dissatisfied with the response from us you can take the matter further. Dignity Pre Arrangement Limited is registered with the Funeral Planning Authority (FPA), an independent organisation whose Code of Practice we follow.

The FPA can be contacted by:

**Telephone:** 0845 601 9619

(Calls to this number cost 5p a minute plus your phone company's access charge)

**E-Mail:** [ceo@funeralplanningauthority.co.uk](mailto:ceo@funeralplanningauthority.co.uk)

**Web:** [www.funeralplanningauthority.com](http://www.funeralplanningauthority.com)

You also have access to an Online Dispute Resolution (ODR) platform which is provided by the European Commission. It allows consumers to submit complaints through the site and the complaint will then be allocated to an approved and appropriate Alternative Dispute Resolution Provider (ADR). For more information on this service please visit <http://ec.europa.eu/consumers/odr>

The Funeral Planning Authority when handling complaints uses one of the approved Alternative Dispute Resolution providers and you can gain direct access to them by using the FPA contact details provided above.

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Capita Trust Company Limited Re National Funeral Trust will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Capita Trust Company Limited Re National Funeral Trust to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Capita Trust Company Limited Re National Funeral Trust or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
  - If you receive a refund you are not entitled to you must pay it back when Capita Trust Company Limited Re National Funeral Trust asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Our printed material is available in alternative formats e.g. large print, Braille or audio. Please contact your local branch or call us on **0345 1200 100**.

All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security. Calls to 03 numbers are charged at the same standard network rate as 01 or 02 landline numbers, even when calling from a mobile. Calls to 0800 numbers are free of charge from a landline or mobile. Charges to third party numbers may vary. Prices can be checked with the relevant company.

Yorkshire Building Society is a member of the Building Societies Association and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Yorkshire Building Society is entered in the Financial Services Register and its registration number is 106085. Head Office: Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

As an intermediary, Yorkshire Building Society acts on your behalf in arranging the Prepaid Funeral Plan. The Prepaid Funeral Plan is provided by Dignity Pre Arrangement Limited. A company registered in England No. 1862158. VAT Reg No. 486 6081 14. Registered Office: 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands B73 6AP. Telephone No. 0121 354 1557. Fax No. 0121 355 8081. Part of Dignity Plc. A British company. Dignity Pre Arrangement Limited is regulated by the Funeral Planning Authority. Calls may be monitored or recorded for training and quality purposes.

Funeral Plans provided by Dignity are not regulated by the Financial Conduct Authority.