

## **TERMS AND CONDITIONS OF YOUR FUNERAL PLAN AGREEMENT**

These Terms and Conditions, Your Plan Certificate and Your Welcome Pack, make up the Agreement between You and Us.

If there is any conflict or ambiguity between these Terms and Conditions, Your Plan Certificate and Your Welcome Pack the following order of precedence shall apply:

- these Terms and Conditions;
- Your Plan Certificate; and
- Your Welcome Pack.

By making a payment to Us, You are agreeing to purchase Your Plan subject to the terms and conditions of this Agreement.

### **Definitions**

For the purposes of this Agreement the following terms have the following meanings:

"Agreement" means these Terms and Conditions, Your Plan Certificate and Your Welcome Pack as amended from time to time in accordance with the terms of this Agreement.

"Cancellation Fee" means the £595 charge that applies if you cancel Your Plan more than 30 days from the Start Date or if We elect to cancel Your Plan in accordance with the terms of this Agreement.

"CPI" means the consumer price index.

"Data Protection Legislation" means the UK Data Protection Legislation and (for so long as and to the extent that the law of the EU has legal effect in the UK) the General Data Protection Regulation (EU) 2016/679) and any other directly applicable EU regulation relating to data protection and privacy.

"Disbursements" means the costs payable to third parties in relation to Your Plan that the Funeral Director incurs on Your behalf. This may include cremation or cemetery fees, doctors' fees and ministers' fees or any other costs or fees payable to a third party in relation to Your Plan. Disbursements up to the limits specified below are included in the price of Your Plan. At the Start Date the Disbursement limit for specific plan types (unless otherwise agreed with Us) are:

- £1,000 for the Pride Simplified, Pride Essential and Pride Plus plans; and
- £0 allowance for Disbursements in the Pride Practical plan

"Fees of Your Funeral Director" means the fees incurred for the Services of Your Funeral Director.

"Funeral Director" means the funeral director nominated by Us to fulfil Your Plan in accordance with Clause 3 or any other funeral director appointed by Us in accordance with this Agreement.

"Instalments" shall have the meaning set out in Clause 6.1.2.

"Instalment Fee" charge of 4.7% per annum (or such charges as are set out in Your Welcome Pack at the Start Date) to the balance of the Plan Price if the Instalments are agreed to be paid over a period greater than 12 months.

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"Net Balance of Trust" means the payments that have been made towards Your Plan minus the Cancellation Fee.

"Nominated Representative" means Your next of kin but may also mean the personal representatives of Your estate.

"Personal Data" means any information about You from which You can be identified. It does not include data where the identity aspect has been removed.

"Plan Certificate" means the certificate pack issued to You usually within 30 days of the Start Date as amended from time to time in accordance with this Agreement.

"Plan Price" means the price of Your Plan as set out in Your Welcome Pack.

"Plan Price List and Charges" means Our list of prices and charges for the plans provided by Us, as amended from time to time.

"Privacy Policy" means Our Privacy Policy available to view at <https://prideplanning.co.uk/privacy-policy/>

"Services of Your Funeral Director" means the services supplied directly by the Funeral Director in relation to Your Plan. Only those Services of Your Funeral Director specified in Your Plan Certificate are included in Your Plan.

"Special Requests" means any requests You have shared with Us. Please note that these are requests only and although We will take reasonable steps to fulfil them, they cannot be guaranteed.

"Start Date" means the date on which You make Your first payment towards Your Plan.

"Time of Need" means the period following the date of Your death.

"Trust" shall have the meaning set out in Clause 8.1.

"Us", "We", "Our" means Pride Planning Ltd.

"You", "Your" means the holder of Your Plan or the holders of Your Plan where there are joint applicants.

"Your Plan" means Your chosen funeral plan as specified and detailed within Your Welcome Pack and Your Plan Certificate as amended from time to time in accordance with the terms of this Agreement.

"Your Welcome Pack" means the personalised illustration letter setting out the cost and duration of Your Plan that We will send to You as amended from time to time in accordance with this Agreement.

### **1. Qualification for and purpose of Your Plan**

1.1 You are qualified to apply for a plan if You are over 18 at the Start Date.

1.2 All plans must be paid for in full by Your 85<sup>th</sup> birthday. If You choose to pay by Instalments this will be considered when discussing Your Plan's repayment term at the onset and where any changes are made to Your Instalments mid-term.

1.3 Anyone can apply for a pre-paid funeral plan where the age restrictions set out in Clause 1.1 and 1.2 are met.

### **2. What Your Plan Includes**

2.1 The Fees of Your Funeral Director are fixed for the lifetime of Your Plan, regardless of how much these costs may rise in the future. We guarantee that the Services of Your Funeral Director will be procured by Us on Your behalf at no extra cost to You or Your

Nominated Representative, provided that the funeral is carried out by the Funeral Director in accordance with the specifications stated on Your Plan Certificate or as agreed in writing by Us.

2.2 Your Plan may contain an allowance for Disbursements. This allowance will be set out on Your Plan Certificate.

2.3 We reserve the right to review the allowance for Disbursements on Our plans annually. Where We decide to amend the allowance for Disbursements included in Your Plan, We will agree any changes with You in writing.

2.4 If at Your Time of Need the actual Disbursements costs charged by the Funeral Director exceed the Disbursement allowance of Your Plan there may be a balance to be paid by Your Nominated Representative.

2.5 At your Time of Need, CPI inflation is applied to the Fees of Your Funeral Director and any Disbursements annually at the anniversary of the Start Date, payable to the Funeral Director only.

2.6 All coffins included in Our Plans are suitable for the average sized person. Should the Funeral Director recommend at the Time of Need that a specialist coffin and / or additional staff are required, due to the height, weight or width of the deceased, an additional cost will be payable by Your Nominated Representative.

### **3. Your Funeral Director**

3.1 We work with a panel of contracted, independent funeral directors. Usually within 30 days of the Start Date of Your Plan We will allocate You a funeral director from this panel. Details of Your Funeral Director will be included within the Plan Certificate provided to You in accordance with Clause 4.

3.2 We will use reasonable endeavours to provide a chapel of rest and/or a crematorium within Your local area (within a maximum radius of approximately 25 miles from Your address), where this is included in Your Plan.

3.3 Where You request a specific funeral director, We will use reasonable endeavours to allocate Your Plan to them. Noting that in some circumstances where your preferred funeral director is not on Our panel, but is willing to accept Your Plan, the funeral director may require additional funds, which are payable in addition to the Plan Price and in agreement with You. Where it is not possible to allocate Your Plan Your preferred funeral director, We will proceed to allocate Your Plan to a funeral director from Our panel at Our discretion. We will attempt to contact You as soon as reasonably practicable to notify You of this. If You do not accept the alternative Funeral Director provided within 30 days of the Start Date, You have the right to cancel Your Plan in accordance with Clause 12.

3.4 If You change Your address You must tell Us, as We may need to nominate an alternative funeral director to provide the Services of Your Funeral Director.

3.5 On the rare occasion where We are unable to secure a funeral director for You from Our panel, We reserve the right to cancel Your Plan and offer You a full refund.

3.6 If Your Nominated Representative, upon notification of Your death, requests a change to Your Funeral Director, additional costs may be payable to Us before the Services listed within your Plan can be fulfilled.

3.7 In the unlikely event that Your Funeral Director is unable to provide the Services as listed within Your Plan, in agreement with You we will offer You with an alternative funeral director or a full refund prior to Your death or at Time of Need.

### **4. Your Plan Certificate**

4.1 We will send You 2 copies of Your Plan Certificate usually within 30 days of Your Start Date. You should keep one copy in a safe place and give the second copy to Your Nominated Representative.

4.2 If You lose Your Plan Certificate or change Your address, please contact Us and We will supply a suitable replacement, assuming no other changes to your plan are required the replacement will be issued free of charge.

### **5. What Your Plan does not cover**

5.1 Your Plan provides only those plan benefits detailed in Your Plan Certificate. You may make a Special Request for Your funeral, but any associated costs for any Special Request will not be covered by Your Plan, unless these changes have been paid in addition to Your Plan prior to Your Death or at Time of Need.

5.2 If You choose one of Our plans for burial, Your Plan will not include the cost of purchasing a grave plot.

5.3 Your Plan does not cover the costs of conveyance from any distance greater than 25 miles specified in clause 3.2, or repatriation from outside the United Kingdom by the Funeral Director. This will be payable by Your Nominated Representative, any costs in agreement between them and the Funeral Director.

5.4 Your Plan will not provide any benefits outside of the United Kingdom.

5.5 Your plan does not cover fees payable to the Funeral Director for embalming or removal of surgical items, an additional cost will be payable by Your Nominated Representative for such services.

### **6. Paying for Your Plan**

6.1 You can choose between two payment methods:

6.1.1 Lump Sum - a single payment in full to be made on the Start Date; or

6.1.2 Instalments - payment by a set number of instalment payments agreed with Us. A minimum initial deposit may be required where You choose to pay by Instalments.

6.2 Where We have agreed to accept payment by Instalments, We will apply a Instalment Fee charge of 4.7% per annum (or such charges as are set out in Your Welcome Pack at the Start Date) to the balance of the Plan Price if the Instalments are agreed to be paid over a period greater than 12 months. The 4.7% charge does not form part of the Fees of Your Funeral Director or of the Disbursements and is payable from the first month of Your Plan.

6.3 If You choose to pay by Instalments and You wish to make the Plan fully paid, You can do this by requesting a statement of the balance outstanding under the Plan from Us, and then paying that balance.

6.4 You may increase and/or decrease the amount of Your Instalments at any time during the payment term with Our consent. Increasing payments will reduce the Instalment term initially agreed and may reduce the total amount to pay to make Your Plan fully paid.

Decreasing payments will increase the Instalment term and may increase the total amount to pay to make Your Plan fully paid, subject to Clause 1.2 Your age will be considered with any extensions requested to the original payment term

## **7. If the Plan is Not Fully Paid at the Time of Your Death**

7.1 If Your Plan has not been paid in full at Your Time of Need it may not provide the benefits shown on Your Plan Certificate. If at Your Time of Need Your Plan has not been fully paid, We will provide Your Nominated Representative with a statement of the balance that is required to be paid to make Your Plan fully paid.

7.2 Your Nominated Representative may pay (or reaching terms acceptable to Us for payment of) the outstanding balance in full so that Your funeral can be arranged.

## **8. Your Money and the Pride Planning Trust Fund**

8.1 The money paid by You is a pre-payment for the cost of the funeral arrangements specified in Your Plan. This is payable direct into the bank account of the Pride Planning Trust (the "Trust"). From the money held in the Trust the trustees undertake to make the following payments:

8.1.1 We are paid an allowance for the marketing, servicing and administration, overheads for the lifetime management of Your plan. The marketing costs include commissions payable to third parties for the introduction of Your Plan to Us. Following receipt of Your Plan Certificate, these costs can be made available to You upon request to Pride Planning Limited.

8.1.2 Any costs for the Trust funds' management services, systems, insurances, account audits, professional services, actuary valuations and audits and other scheme expenses;

8.1.3 Any additional costs and charges in addition to Your agreed Plan Price, but only in agreement with You; and

8.1.4 Payment of the funeral services to the Funeral Director as included within Your Plan.

8.2 The funds in the Trust are held separately to Our funds and are managed by independent trustees to ensure Your money is protected.

8.3 In the unlikely event that We cease trading, the funds held in the Pride Planning Trust would continue to be protected under the control of the independent Trustees. If in the unlikely event we are unable to meet Our obligations under Your Plan and Your Plan has not been used to provide a funeral then the Trust will pay You (a) the amount required to fund the funeral specified in Your Plan; or, if lower (b) an amount equal to the payments made towards Your Plan plus CPI inflation. If there are insufficient funds in the Trust to make these payments, then all payments to plan holders will be payable at a reduced pro rata rate.

8.4 Neither You, Your Nominated Representative, or anyone claiming on Your behalf or on behalf of Your estate are entitled to any interest on or income from the money paid by You or on Your behalf for Your Plan.

## **9. If You stop paying Instalments part way through the Term**

9.1 If You stop paying the Instalments before Your Plan becomes fully paid You may reinstate Your Plan by

re-commencing payments within 60 days of the date of Your first missed Instalment.

9.2 If you have not requested closure of your plan under your rights to cancel Clause 12 and You do not re-commence payments within 60 days of the date of Your first missed Instalment, we reserve the right to close your Plan.

9.3 If You do not re-commence payments within the 60 days in accordance with Clause 9.2, Your Instalments made will be held in the Trust, unless We receive written notification of Your instruction to cancel in accordance with Clause 12. Or at Your Time of Need, either:

9.3.1 We will pay the Net Balance of Trust to Your nominated Funeral Director as a contribution towards the costs of Your Plan; or

9.3.2 In the event of a state assisted funeral, We will pay the Net Balance of Trust to Your estate and We will have no further obligation to fulfil Your Plan.

## **10. Complaints**

10.1 Complaints about Your Plan should be made:

- by calling Us: 0800 014 9650
- by emailing Us: [complaints@prideplanning.co.uk](mailto:complaints@prideplanning.co.uk)
- in writing to:  
Pride Planning Ltd, National House 80 – 82  
Wellington Road North Stockport Cheshire  
SK4 1HW

We will acknowledge receipt of Your complaint promptly and aim to resolve Your complaint within 8 weeks.

## **11. Changing Your Plan**

11.1 If You wish to make amendments or changes to Your Plan please contact Us by telephone on 0800 014 9650, by email to [info@prideplanning.co.uk](mailto:info@prideplanning.co.uk) or in writing.

11.2 If We agree to Your proposed amendment or change, We will send You written confirmation of the changes made.

## **12. Cancelling Your Plan**

12.1 You have the right to cancel Your Plan within 30 days of the Start Date and to receive a full refund of all monies paid. If You decide to cancel Your Plan within 30 days of the Start Date You must notify Us either:

- by calling Us: 0800 014 9650
- by emailing Us: [info@prideplanning.co.uk](mailto:info@prideplanning.co.uk)
- in writing to:  
Pride Planning Ltd, National House, 80-82  
Wellington Road, North Stockport, Cheshire,  
SK4 1HW

12.2 If You decide to cancel Your Plan in accordance with this clause, We will refund You the balance of any money paid less the Cancellation Fee of £595. Should You have paid an amount equal to or less than the Cancellation Fee, no refund will be payable.

12.3 If You cancel Your Plan, We will have no further obligation to fulfil Your Plan.

## **13. Procedure for Your Nominated Representative at the Time of Need**

13.1 At Your Time of Need Your Nominated Representative should contact Your Funeral Director as detailed on Your Plan Certificate and give them a copy of Your Plan Certificate. The Funeral Director will contact

Us to establish if Your Plan is fully paid. Any Special Requests will be communicated to Your Nominated Representative and Your Funeral Director. If Your Plan is fully paid the funeral will proceed.

13.2 We will pay the Funeral Director to provide the funeral specified in Your Plan. There may be a balance to pay at the Time of Need if the actual Disbursements paid on Your behalf by Your Funeral Director are more than the Disbursements covered by Your Plan.

13.3 Any changes to the Funeral Director assigned to Your Plan or any additional services requested at Your Time of Need that are not included in Your Plan shall be payable by Your Nominated Representative.

13.4 If Your Nominated Representative wishes to cancel Your Plan, following receipt of Your death certificate, We will return all the payments made, less the Cancellation Fee of £595. Your Nominated Representative is afforded the same rights as You according to Clause 12. We will have no further obligation to fulfil Your Plan.

#### **14. Unclaimed benefits**

14.1 You or Your Nominated Representative are responsible for claiming the benefits under Your Plan.

14.2 If the benefits under Your Plan have not been claimed after Your 90th birthday We may try to contact You or Your Nominated Representative. If after 7 years We have been unable to contact You or Your Nominated Representative We will consider that You have chosen not to claim the benefits and the Trust will be entitled to retain the payments made by You and We will cancel Your Plan.

14.3 If Your Nominated Representative notifies Us of Your death after Your funeral has taken place, but did not claim against Your Plan, they may be entitled to a payment, under Your rights in Clause 13.4.

#### **15. VAT**

15.1 Your Plan does not currently include Value Added Tax (VAT) because it is not charged on the items/services included in the funeral plans on the Start Date. Some additional services may attract VAT, according to the regulations set out by HMRC, and We will include such VAT on the cost of any additional items on Your Plan.

15.2 If the law changes and VAT becomes payable on some or all of Your Plan, that VAT will be payable as an additional charge by You or Your Nominated Representative before Your Plan can be treated as fully paid.

#### **16. Your Personal Data**

16.1 In providing You with Your Plan We may collect, use, and transfer the Personal Data you provide to us.

16.2 The Personal Data We collect, use, store and transfer may include generic Personal Data (including but not limited to identity, contact, financial, transaction and technical data) and special category Personal Data the use for which We will obtain Your consent.

16.3 We will only use Your Personal Data when Data Protection Legislation allows us to do so. The purposes for which We will use Your Personal Data and the lawful basis upon which we do so can be found in our Privacy Policy.

16.4 We will share Your Personal Data to enable us to fulfil Your Plan with other companies associated with Us.

16.5 We may also share Your Personal Data with carefully selected third parties which may include those outside the European Economic Area (EEA).

16.6 Further information on third parties with whom We share Your Personal Data can be found within our Privacy Policy.

16.7 Whenever Your Personal Data is shared or transferred, we ensure that all third parties respect the security of Your Personal Data.

16.8 We will only use Your Personal Data as set out in our Privacy Policy. You can find Our Privacy Policy on Our website at any time.

16.9 You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK's supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). If You do wish to make a complaint, We request that before contacting the ICO We are given the chance to deal with your concerns by following the complaints procedure in accordance with Clause 10.

#### **17. General**

17.1 We may vary the terms of this Agreement at any time upon giving You twenty-eight days' prior written notice if and when it becomes necessary or appropriate to do so in order for Us to comply with legal, fiscal or regulatory requirements.

17.2 We are not liable for the acts or omissions of any Funeral Director appointed to Your Plan unless We have been negligent in the appointment of that Funeral Director.

17.3 We have no further obligation to You or Your Nominated Representative beyond the obligations set out in this Agreement or as otherwise agreed by Us in writing.

17.4 You cannot assign Your rights and obligations under this Agreement.

17.5 This Agreement is subject to English Law, and, without prejudice to the requirements of Clause 10.2, You and We agree to submit to the non-exclusive jurisdiction of the English Courts.