

The **co-operative** funeralcare

Funeral Plan Terms & Conditions

Definitions

In these Terms and Conditions the following words have certain meanings.

Additional Services – means the requests for services not included within a Set Plan that you have detailed and registered with us, but that would need to be arranged and paid for at the time of the funeral by your representatives.

Application Form – means our application form that must be completed, signed and sent to us to buy your selected Plan.

Brochure – means an official brochure produced by The Co-operative Group, which contains details of a range of Funeral Plans and accompanying inserts setting out details of the Funeral Plans, including the payment arrangement.

Cancellation Charge – means the fee (inclusive of VAT) that is charged by us if you are paying in full with a single payment or paying in full over a set period and the selected Plan is cancelled after 30 days from the start date, either by us or you. This fee is not applicable if you have chosen to pay by fixed monthly payments.

Funeral Director services and fees – means the services and fees that are supplied by the Funeral Director. Only those Funeral Director services and fees specified in your selected Plan are included in the Plan benefits.

Funeral Plans – means the various Funeral Plans set out in the Brochure and as stated on the related *Application Form*.

Funeral Plan Arrangement Requests (applies to Tailor-made Plans only) – means the requests you have recorded with the Funeral Director/member of The Co-operative Funeralcare Funeral Planning Team on the *Application Form* for a *Tailor-made Plan* relating to the details of your funeral arrangements. These are requests only and cannot be guaranteed, although we will endeavour to work with your representatives to deliver them.

Funeral Plan Documents Folder – means the set of documents issued to the Plan Purchaser once the completed *Application Form* and the Payment Arrangement have been processed.

Funeral Plan Summary – means the document that will be sent to you when we have received and processed your completed *Application Form* and set up the associated payment arrangement. This Funeral Plan Summary details the Plan benefits that will be provided, subject to the terms of the Funeral Plan, including the payment arrangement.

Instalment Charge – means the amount that is charged in addition to the single payment price if you are paying in full over a set period greater than 12 months.

Payment Arrangement – means the method you have chosen to pay for your selected Plan along with the associated payment terms. These are outlined below and detailed in your Brochure.

- **Paying in full with a single payment** – means paying for your Funeral Plan in full at the time of taking out your selected Plan.
- **Paying in full over a set period** – means paying towards your selected Plan each month over a set number of months, including any Instalment Charge applicable for this facility.
- **Fixed monthly payment** – means the amount payable each month for your selected Plan. Details are shown in the Brochure, with payment amounts defined by the selected Plan chosen, as well as the age and gender of the Plan Holder. Once agreed, the amount of your monthly payment is fixed and will not vary over time.

Personal Wishes (applies to Set Plans only) - means any wishes that relate to the services already included within your Set Plan that you have detailed and registered with us regarding how you would like your representatives to personalise your funeral.

Plan Benefits – means the funeral services that The Co-operative Funeralcare will provide when you have met the terms of the Funeral Plan, including the payment agreement.

In the case of our Set Funeral Plans, the *Plan benefits* are the items set out as specifically included in your selected Plan in the Brochure and specified on your Funeral Plan Summary.

In the case of our *Tailor-made Plans*, the *Plan benefits* are those that are itemised and costed on the *Application Form* for your *Tailor-made Plan*, and specified on your Funeral Plan Summary.

Plan Holder – means the person who is covered by the Funeral Plan in the event of their death. The Plan Purchaser may be one and the same person as the *Plan Holder*.

Plan Purchaser – means the person who buys the Funeral Plan and is the person who has the contractual rights to and obligations for the Funeral Plan, including meeting the payment arrangement. The Plan Purchaser may be one and the same person as the *Plan Holder*.

Representatives – means executors, trustees, personal representatives or other representatives who have been legally appointed and authorised to act on the behalf of the *Plan Holder* after their death.

Selected Plan – means the Funeral Plan you have chosen to buy, either a Set Funeral Plan as detailed in the Brochure, or a *Tailor-made Plan* as detailed on the *Application Form*.

Set Funeral Plan/Set Cremation Plan/Set Burial Plan – means one of our Set Plans that are detailed in the official Brochure.

Start Date – means the date that your selected Plan commences. This is shown on your Funeral Plan Summary.

Tailor-made Plan - means a bespoke Funeral Plan, only available through a Co-operative Funeralcare Funeral Director or The Co-operative Funeralcare Funeral Planning Team.

Third Party charges (also known as 'disbursements') - means the fees paid to third parties by the Funeral Director. Only those *third party charges* specified in your *selected Plan* are included in the *Plan benefits*.

Us/We – means The Co-operative Group Limited, an Industrial and Provident Society registered in England with number 525R. (The address of our Registered Office is below and is stated at the end of this document.)

You – means the Plan Purchaser. The Plan Purchaser may also be the *Plan Holder*.

Terms and conditions

1. Eligibility

Paying in full with a single payment or paying in full over a set period

The *Plan Holder* is eligible for either of these *Payment Arrangements* where they are at least 18 years of age at the *start date* of the *selected Plan*. There are no medical or health questions.

Paying by fixed monthly payments

The *Plan Holder* is eligible for this *Payment Arrangement* where the *Plan Holder* is aged 50-80 at the *start date* of the *selected Plan*. There are no medical or health questions.

2. Application Form

By sending your *Application Form* to us, either directly or via your Co-operative Funeralcare Funeral Director, you are agreeing to buy your *selected Plan* from us under these Terms and Conditions. The *Application Form* must be signed by the *Plan Purchaser*, who has the contractual rights to, and obligations for, the Funeral Plan, including meeting the *Payment Arrangement*. All correspondence will be issued to the *Plan Purchaser* (who may also be the *Plan Holder*).

3. Issuing your Funeral Plan Summary

This confirms your *Plan benefits*. It will be issued to the *Plan Purchaser*, (who may also be the *Plan Holder*) as part of the contents of your *Funeral Plan Documents Folder*, on receipt and processing of the completed *Application Form* and the associated *Payment Arrangement*.

If you lose the *Funeral Plan Summary*, you should tell us, in writing, and we will send you a duplicate copy.

4. Mainland Great Britain and Northern Ireland only

Paying in full with a single payment or paying in full over a set period

The *Plan benefits* apply only to funerals in mainland Great Britain or Northern Ireland. If the *Plan Holder* dies outside these areas or the *Plan Holder* wants their funeral to take place outside these areas, we have the right to refund the payments made to the *Plan Purchaser* or to the *Plan Holder's* estate as appropriate, less a *cancellation charge* of £250. If the amount paid to us is less than the *cancellation charge*, we have the right to ask you to pay us the balance. If we cancel the Funeral Plan, we will have no further responsibility to provide the *Plan benefits*.

Paying by fixed monthly payments

The *Plan benefits* apply only to funerals in mainland Great Britain or Northern Ireland. As there is no cash-in value at any time, your relatives/*representatives* would not get any money back if a decision to cancel was taken and you would not be entitled to the *Plan benefits*.

Due to their variable and unpredictable nature, the costs of repatriation from outside mainland Great Britain and Northern Ireland are not included in any of our *Funeral Plans*, including *Tailor-made Plans*. We may be able to arrange repatriation at the time of death for an additional charge. The Funeral Director will provide help and advice with regard to this matter. If the *Plan Holder* is repatriated, then the *selected Plan* can be used in the usual way, provided that the funeral takes place in mainland Great Britain or Northern Ireland.

5. Eligibility for the Plan Benefits

Paying in full with a single payment

You are entitled to the *Plan benefits* as soon as your completed *Application Form* has been processed and your funds have cleared to settle the payment in full.

Paying in full over a set period

You are entitled to the *Plan benefits* at the end of the set period, provided you have settled the payment in full, including any *Instalment Charge* applicable for this facility.

Paying by fixed monthly payments

If you have chosen to pay by *fixed monthly payments*, in order to receive the *Plan benefits*, you must keep up the payments until the anniversary of the *start date* prior to the *Plan Holder's* 90th birthday, or until the death of the *Plan Holder* if sooner. If you stop paying your due *fixed monthly payments* for any reason, your *selected Plan* will be cancelled, you will not receive your *Plan benefits* and you will not get any money back.

If you have chosen to pay by *fixed monthly payments* and the *Plan Holder* dies within two years of the *start date*, you will not be entitled to the *Plan benefits*. However if you have kept up the payments, you (or the *Plan Holder's* estate where the *Plan Holder* was the *Plan Purchaser*) are entitled to a payment from us equivalent to 120% of the *fixed monthly payments* we have received.

6. Paying for your Selected Plan

(i) Paying in full with a single payment or paying in full over a set period

You may pay in full with a single payment using only the payment methods shown in the *Brochure* and on the *Application Form*.

To pay in full over a set period, you must pay by direct debit and you may only choose to pay over one of the set periods shown in the *Brochure* and on the *Application Form*. You must pay the set amount each month until the *selected Plan* is paid in full.

If you are paying in full over a set period and do not keep to the payment arrangement at any time, we will allow 30 days of grace during which time you can pay the outstanding payment due and your *selected Plan* will remain in place. If the outstanding payment is not received within 30 days, we may cancel the *selected Plan* and return the money you have paid us under the *payment arrangement*, less a *cancellation charge* of £250. If the amount paid to us is less than the *cancellation charge*, we have the right to ask you to pay us the balance.

If you are paying in full over a set period and the Selected Plan has not been paid in full at the time of the *Plan Holder's* death, you (or the *Plan Holder's* representatives if the *Plan Holder* was the *Plan Purchaser*) have the option to

either:

pay any amount still owing as a single payment, and we will issue a receipt as proof of payment. We must receive this payment in full before the funeral can be arranged. If not, we cannot provide the *Plan benefits*

or:

cancel the *selected Plan* by writing to us. In this case, we will return all the payments made under the *payment arrangement* to you (or the *Plan Holder's* estate if the *Plan Holder* was the *Plan Purchaser*), less a *cancellation charge* of £250. If the amount paid to us is less than the *cancellation charge*, we have the right to ask you to pay us the balance.

If this happens, we will have no further responsibilities to provide the *Plan benefits*.

(ii) Paying by fixed monthly payments (available for Set Plans only)

If you have chosen to pay by *fixed monthly payments*, you must pay by direct debit. The amount of the fixed monthly payment is defined by the *Set Funeral Plan* chosen, as well as the age and gender of the *Plan Holder*. We will confirm the fixed monthly payment in writing, once we have received and processed your *Application Form*. Once agreed, the amount of your monthly payment is fixed and will not vary over time. The first payment will be due within one month of the *start date* of your *selected Plan*.

You must keep up the payments until the anniversary of the *start date* prior to the *Plan Holder's* 90th birthday, or until the death of the *Plan Holder* if sooner.

If you do not keep to the *payment arrangement*, after you have paid your first *fixed monthly payment*, if any subsequent *fixed monthly payments* are not paid on the due date, we will allow 30 days of grace during which time you can pay the outstanding *fixed monthly payment* and your *selected Plan* will remain in place. If the outstanding *fixed monthly payment* is not received within the days of grace, your *selected Plan* will be cancelled, you will not be entitled to the *Plan benefits* and you will not get any money back.

If the *Plan Holder's* date of death is more than two years from the *start date* and there are *fixed monthly payments* outstanding at the time of the death of the *Plan Holder*, these must be paid to us prior to receipt of the *Plan benefits*. The maximum that can be outstanding is two *fixed monthly payments*.

Whatever *payment arrangement* you have chosen, we may ask another organisation to collect or receive the payments if you default on your payments, and fail to abide by the Terms and Conditions stated here.

7. How to claim the Plan benefits

Your *representatives* can claim the *Plan benefits* at any Funeral Home that is part of The Co-operative Group Ltd, other participating Co-operative Societies and any other Funeral Director affiliated to The Co-operative Group Ltd.

After the death of the *Plan Holder* the *representatives* must present the Funeral Director with:

- The *Plan Holder's* death certificate and disposal certificate; and
- The *Funeral Plan Summary* (or a duplicate copy we have issued)

We will not be able to provide the *Plan benefits* until we have the *Funeral Plan Summary*, the death certificate and the disposal certificate.

If you or your *representatives* decide not to receive any particular *Plan benefits* that you are entitled to under the *selected Plan*, you will not get a refund.

8. What costs are INCLUDED in your selected Plan?

Only those items specified below are included in your *selected Plan*. Any service or fee not mentioned below is excluded from your *Plan benefits*, even if not mentioned in the examples of exclusions in Section 9.

Set Cremation Plans

Provided the *payment arrangement* has been met, our *Set Cremation Plan* guarantees to cover:

- All of the Funeral Director's services and fees included in your *Set Cremation Plan* as detailed in the *Brochure* and on your *Funeral Plan Summary*.
- The *third party charges* included in your *Set Cremation Plan* which comprise:

- Doctors' medical fees (up to the maximum amount set by the British Medical Association)
- Fees for cremation at a local crematorium
- Minister/officiant fee to perform a service at a local crematorium

Set Burial Plans

Provided the *payment arrangement* has been met, our *Set Burial Plan* guarantees to cover:

- All of the Funeral Director's services and fees included in your *Set Burial Plan* as detailed in the *Brochure* and on your *Funeral Plan Summary*.
- The *third party charges* included in your *Set Burial Plan* which comprise:

If a new grave is required and the burial is to be at a local cemetery:

- a single interment fee including preparation of (but NOT the purchase of) the grave at a local cemetery
- a ceremony/service immediately prior to the burial, either at the local cemetery or at a separate location on the same day
- the minister/officiant fee

If a new grave is required and the burial is to be at a local churchyard or graveyard:

- the burial fee and gravedigger's fee at a local churchyard or graveyard (but NOT the purchase of a grave)
- a service at a local church or a service at the graveside
- the minister/officiant fee

If you are using an existing grave and the burial is to be at a local cemetery:

- a single interment fee including preparation of the grave (note that removal of concrete slabs and chippings to allow the burial to take place may incur an additional charge)
- a ceremony/service immediately prior to the burial, either at the local cemetery or at a separate location on the same day
- the minister/officiant fee

If you are using an existing grave and the burial is to be at a local churchyard or graveyard:

- the burial fee and gravedigger's fee at a local churchyard or graveyard
- a service at a local church or a service at the graveside
- the minister/officiant fee

Tailor-made Plans

Provided the *payment arrangement* has been met, our *Tailor-made Plan* guarantees to cover the services itemised and costed on the *Application Form*. Only those services itemised and costed on the *Application Form* are included in the *Plan benefits*.

9. Some examples of costs that are EXCLUDED from your selected Plan

Examples of exclusions from Set Cremation Plans

Set Cremation Plans include ONLY those services specifically detailed within the *Brochure* and on your *Funeral Plan Summary*.

Exclusions include, but are not limited to:

- A. A ceremony/service at a different location to that where the cremation is to take place, either before or after the cremation, is not included.
- B. All costs related to the interment or disposal of ashes - such as Local Authority fees, ministers' fees, ashes caskets, transport costs, and any associated Funeral Director's services necessary to carry out these arrangements - are not included.
- C. Charges relating to the provision of an organist, choir or live music (e.g. soloist, band) at the funeral ceremony/service are not included.

Examples of exclusions from Set Burial Plans

Set Burial Plans include ONLY those services specifically detailed within the *Brochure* and on your *Funeral Plan Summary*.

Exclusions include, but are not limited to:

- A. The purchase of a grave is NOT included in the *Set Burial Plan*. You or your *representatives* are responsible for buying the grave. The Funeral Director will provide help and advice with regard to this matter.
- B. Where the *Plan Holder* is not eligible for burial as a resident under the criteria specified by the Local Authority who operate the chosen cemetery, multiple or increased interment fees may be applicable. Multiple or increased interment fees are not included in the *Set Burial Plan*. Only the standard single interment fee is included.
- C. The provision of a memorial, including a headstone, is not included in the *Set Burial Plan*. The Funeral Director will provide help and advice with regard to this matter.
- D. Additional work on an existing memorial, such as cleaning, repair or additional inscriptions is not included in the *Set Burial Plan*.
- E. The removal or re-fixing of an existing memorial may be required if you are using an existing grave. Charges for this are not included in the *Set Burial Plan*.
- F. The cost of a temporary grave marker, which is in some cemeteries placed on a grave after the funeral until a headstone can be erected, is not included in the *Set Burial Plan*.
- G. Charges relating to the provision of an organist, choir or live music (e.g. soloist, band) at the funeral ceremony/service, are not included.

Exclusions from Tailor-made Plans

Only items specified and costed on the *Application Form* completed with the Co-operative Funeralcare Funeral Director/member of the Co-operative Funeralcare Funeral Planning Team are included in your *Tailor-made Plan*.

Examples of exclusions include, but are not limited to:

- A. Where a burial has been chosen, unless the purchase of a grave is included as a specified item and the associated fee costed into the *Tailor-made Plan*, the *selected Plan* does not include a grave.

Unless a grave is pre-purchased, we cannot guarantee that the burial can be carried out at the chosen location, as the availability of a grave is entirely outside the control of the Funeral Director. Where it is not possible to pre-purchase a grave, the purchase fee can be included in your *Tailor-made Plan*, however as above, we cannot guarantee availability of grave space in the chosen location under these circumstances.

- B. Where the *Plan Holder* is not eligible for burial as a resident under the criteria specified by the Local Authority who operate the chosen cemetery, multiple or increased interment fees may be applicable. Unless stated on your *Application Form*, multiple or increased interment fees are not included in your *Tailor-made Plan*.
- C. Where additional costs are incurred by the Funeral Director, or there are additional *third party charges*, as a result of a change of address of the *Plan Holder*.

10. Circumstances in which additional payments for Funeral Director's services and fees/Third Party charges may apply at the time of the funeral

For any of our *Funeral Plans*, we have the right to charge reasonable additional amounts at the time of the funeral for certain items or services, including additional amounts charged by third parties. These include, but are not limited to, the items/services below:

- If the *Plan Holder's representatives* request that the funeral is conducted during a weekend, Bank Holiday or out of normal hours as defined by the local cemetery, churchyard, graveyard or crematorium authorities.
- Any additional costs associated with the provision of necessary vehicles and/or personnel required to comply with a request from the *Plan Holder's representatives* to carry out a funeral at a specific time or date where this requires additional staffing/vehicles to be provided by the Funeral Director.
- Removing artificial limbs and mechanisms such as pacemakers.
- Transportation of the deceased outside a 50-mile radius and/or via routes that incur an additional charge by third parties (such as a ferry crossing); should this be required, we will be entitled to charge a reasonable additional mileage charge and/or the costs charged by third parties.
- To reflect the effect of any change in regulations, tax and laws on our performance of the *Plan benefits*.

11. Memorials

If you have chosen to include and pay for a memorial, or if you have included and paid for an additional inscription and/or cleaning work on an existing memorial, then the following terms and conditions will apply:

- (i) All specifications for memorials (including, but not limited to, size, type of stone, style of lettering, permitted designs) are governed by the authorities operating the cemeteries and churchyards and are subject to change over time. We have no control over these regulations. Our ability to provide your chosen memorial will be influenced by the regulations prevailing at the time your memorial is ordered (i.e. after the death of the *Plan Holder*)
- (ii) Once the funeral has taken place, following confirmation of the details with your *representatives*, we will place the memorial order. From this point, our standard conditions of sale and supply of memorial stones will apply. The Funeral Director will provide your *representatives* with a copy of these when the order is placed.

12. Personal Wishes & Additional Services (Set Plans only)

If any *personal wishes* or *additional services* have been recorded with us, these will be passed on to the Funeral Director at the time of arranging the funeral. *Personal wishes* and *additional services* are not part of your *Plan benefits*. The Funeral Director cannot guarantee to carry out the *personal wishes* or *additional services*. Neither we, nor the Funeral Director, are liable for the provision or cost (if any) of the stated *personal wishes* or *additional services*. Any additional costs will be notified to the *Plan Holder's* relatives/*representatives* or next of kin at the prevailing price at the time of arranging the funeral, and payment will be required before the services can be provided.

13. Funeral Plan Arrangement Requests (Tailor-made Plans only)

If any *Funeral Plan Arrangement Requests* have been recorded with us, these will be passed on to the Funeral Director at the time of arranging the funeral. The Funeral Director cannot guarantee to carry out these requests. Neither we, nor the Funeral Director, are liable for the provision or cost (if any) of the stated *Funeral Plan Arrangement Requests* unless, where relevant, the item has been specifically included on the *Application Form* for a *Tailor-made Plan* and paid for as part of your *selected Plan*. Any additional costs will be notified to the *Plan Holder's* relatives/*representatives* or next of kin at the prevailing price at the time of arranging the funeral, and payment will be required before the services can be provided.

14. Funeral Plan Discounts (if applicable)

No discount can be claimed retrospectively. Any discount must be validated and deducted from payment at the time of purchase of the Funeral Plan. Multiple discounts cannot be used against a Funeral Plan purchase at any time. Any discount is applied to the total price payable for the Funeral Plan i.e. after the *Instalment Charge* has been applied. No discounts can be claimed if paying by *fixed monthly payment*.

15. The Co-operative Membership points

The terms and conditions of The Co-operative Membership apply to the purchase of a Funeral Plan. Only the *Plan Purchaser* is entitled to Co-operative Membership points and only if they provide a valid Co-operative Membership number at the time of completing the *Application Form*. Co-operative Membership points cannot be allocated retrospectively. For more information on Co-operative Membership, go to our website: www.co-operative.coop/membership

16. Availability

The passage of time and changes in personal circumstances may affect the availability of certain arrangements, products or services, such as coffin type, memorial materials/ design, location of ceremony, or availability of specific personnel. If this happens, we may have to provide reasonable alternative places, products or services, or instruct reputable agents to provide the funeral on our behalf.

17. Changing your selected Plan or buying a different Funeral Plan

(i) Set Funeral Plans

We cannot change or amend a *Set Funeral Plan*, for example by adding or removing

individual items or services.

If during the life of your *selected Plan* you wish to change to a different Funeral Plan, we will be required to cancel your original *selected Plan* and purchase a new Funeral Plan.

- If you paid in full with a single payment or paid in full over a set period, then we will return the monies you have paid to us, less a *cancellation charge* of £250. If the amount paid to us is less than the *cancellation charge*, we have the right to ask you to pay us the balance.
- If you paid by *fixed monthly payments*, you will not get any money back.

Should you want to change to a different Funeral Plan, you must return to us, at the address stated below, your *Funeral Plan Summary*, and any copies we have sent to you. It will be necessary for you to complete a new *Application Form* stating your revised Funeral Plan selection, sign the declaration and return it to us at the address stated below, along with your payment or chosen payment method. The price payable by you for the newly selected Funeral Plan, and the terms and conditions, will be those prevailing at the time.

(ii) Tailor-made Plans

We can make reasonable changes to *Tailor-made Plans* at any time during the life of your *Tailor-made Plan* on your instruction. Changes must be discussed with either your local Co-operative Funeralcare Funeral Director or the Funeral Planning Team. If you call our Funeral Planning Team, any requests must be followed up in writing. Costs for the addition of further services will be provided at the prices prevailing at the time of the change request. All additions must be paid for in full with a single payment before your *Tailor-made Plan* can be amended. We will issue you with a new *Funeral Plan Summary* once all additional items have been requested and paid for in full.

In the event of any removal of services from your *Tailor-made Plan*, the amount refunded will be the amount paid for the services when you took out the *Tailor-made Plan*.

If you move house and have a *Tailor-made Plan*, please contact your local Co-operative Funeralcare Funeral Director or the Funeral Planning Team, as we may need to make changes to your *Tailor-made Plan* in order to deliver the *Plan benefits*. Costs for any required changes will be provided at the prices prevailing at the time of the change request. These must be paid for in full with a single payment before your *Tailor-made Plan* can be amended. We will issue you with a new *Funeral Plan Summary* once the required changes have been made and paid for in full.

18. Cancelling your selected Plan

(i) Cancelling within 30 days of the Start Date

Whatever the *payment arrangement*, you have the right to cancel your *selected Plan* within 30 days of the *Start Date*. If you do this, you will not have to pay a *cancellation charge* and any payments you have made during this time will be refunded in full.

(ii) Cancelling after 30 days of the start date & paying in full

If you are *Paying in full with a single payment* or *paying in full over a set period* and want to cancel your *selected Plan* after 30 days, you must give us written notice and if we have sent you a *Funeral Plan Summary* you must return it (and any copies we have sent you) to us. We will not be able to return any money you have paid unless we receive your *Funeral Plan Summary*. We will then refund all the payments you have made for the *selected Plan*, less a *cancellation charge* of £250. If the amount paid to us is less than the *cancellation charge*, we have the right to ask you to pay us the balance. You would then not be entitled to the *Plan benefits*.

(iii) Cancelling after 30 days of the start date & paying by fixed monthly payments

If you are paying by *fixed monthly payments* and want to cancel your *selected Plan* after 30 days, you must give us written notice. However, as there is no cash-in value at any time, you would not get any money back and you would not be entitled to the *Plan benefits*.

19. If you want to arrange for another funeral provider to provide the funeral

The *Plan benefits* are valid at any Funeral Home that is part of The Co-operative Group Ltd, other participating Co-operative Societies and any other funeral director affiliated to The Co-operative Group Ltd. If at any time you or the *Plan Holder's representatives* want to arrange for another funeral provider to provide the *Plan Holder's* funeral, then we have the right to cancel the *selected Plan* and would have no further responsibilities to provide the *Plan benefits*. The terms of Section 18 'Cancelling your *selected Plan*' will apply.

20. Unclaimed money and Plan benefits

You or your *representatives* are responsible for claiming the *Plan benefits*. If the *Plan benefits* have not been claimed by your (or the *Plan Holder's*) 110th birthday, or if we are told that you (or the *Plan Holder*) may have died, then we may write to the last address we have for you, to attempt to determine whether you still intend to claim the *Plan benefits*. If we do not receive any response within 56 days of writing, we will consider that your *representatives* have chosen not to claim the *Plan benefits*. Under these circumstances, we have the right to cancel the *selected Plan* and may keep any payments you have made.

21. VAT

Our Set Plans do not include value added tax (VAT) because it is not currently charged on the items/services included in our Set Plans. Some items on a *Tailor-made Plan* do include VAT, according to the regulations set out by HM Customs and Excise. The items on which VAT is payable are shown as such on the *Application Form*. We include VAT on the cost of any items on your *selected Plan* for which VAT is currently payable.

If Government policy changes and VAT is charged on all or any other part of the *Funeral Plans* in the future, including on the *Instalment Charge*, then we reserve the right to recover this cost from you or your representative.

22. Change of Address

If you move, you should write to us to advise of your address change by writing to:

FREEPOST RRYB-HCRX-ZJJJ
The Co-operative Funeralcare Funeral Planning Team
2nd Floor Hanover Building
Hanover Street
Manchester
M60 0AD

If you move house and have a *Tailor-made Plan*, you must contact your local Co-operative Funeralcare Funeral Director or the Funeral Planning Team, as we may need to make changes to your *Tailor-made Plan* in order to deliver the *Plan benefits*.

23. Complaints procedure

If you have a complaint about your *selected Plan*, please write to us at the following address: - The Co-operative Funeralcare Funeral Planning Team, 2nd Floor Hanover Building, Hanover Street, Manchester M60 0AD. If your complaint cannot be resolved by the end of the next working day, we will write to you within 5 working days of receipt, and then try to settle the complaint within 28 days. If we cannot respond to the issue within 28 days, we will contact you to explain why this has not been possible and when we will contact you again.

If your complaint has not been resolved to your satisfaction, then contact should be made with the Funeral Planning Authority of which the Co-operative Funeralcare is a registered member (www.funeralplanningauthority.co.uk or Tel. 0845 601 9619). The Authority provides an independent conciliation and arbitration service through the Chartered Institute of Arbitrators.

24. General

These Terms and Conditions, together with the *Brochure* and your *Application Form* make up the agreement between us and you concerning the *selected Plan* and the funeral arrangements. They do not affect the rights you have as a consumer buying products and services.

You agree with us that this agreement may be transferred to the *Plan Holder* in the event of your death before the *Plan Holder* if the *Plan Holder* notifies us accordingly; or if the *Plan Holder* and *Plan Purchaser* both so request and notify us accordingly.

No other person (including the *Plan Holder* if this is not the *Plan Purchaser* or their *representatives*) has any right under the Contracts (Rights of Third Parties) Act 1999 to may have. If any part of the agreement is not effective the rest of the agreement will still apply. English Law applies to this agreement.

We will not pay any interest on the payments you make to buy your *selected Plan*.

Terms and Conditions valid as at September 2008.

Contact details for The Co-operative Funeralcare Funeral Planning Team are:

FREEPOST RRYB-HCRX-ZJJJ
The Co-operative Funeralcare Funeral Planning Team
2nd Floor Hanover Building
Hanover Street
Manchester
M60 0AD

If you have any questions, please contact The Funeral Planning Team on 0800 328 7083. Lines are open Mon – Fri 8am-6pm and Sat 9am-1pm (excludes public holidays).

Calls may be monitored or recorded for security purposes. Calls made from mobile phones may be charged and you may want to check this with your service provider.

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