

Ethical Funeral Plans Trust

Funeral Plans from Tirion Funerals

Terms & Conditions

October 22nd 2015

1. Definitions

1.1 Plan Costs

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

1.2 Funeral Director's costs

These are the costs that Tirion Funerals charges for the provision of services and products that they supply directly. They include the funeral director's professional fee for taking care of the funeral arrangements, collection from place of decease or public mortuary (within normal working hours), storage, attending on the day of the funeral, provision of bearers, and supply of the selected coffin. It also covers the supply of mainstream forms of transport, e.g. collection vehicle, traditional hearse and limousines (up to 25 miles, and 2.5 hours duration), but not specialist forms of transport.

1.3 Disbursement costs

Disbursement costs cover the payment of those items and services which are supplied by people other than the funeral director.

They include, but are not limited to: the fees payable to doctors for the signing of cremation forms; payments made to clergy and other officiants for leading funeral ceremonies; organists' fees; church fees; crematoria fees; and, in the case of a burial, the charges for burial rights and for interment.

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

1.4 Administrative charge

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

1.5 The Planholder

The Planholder is you if you are purchasing a funeral plan for yourself, or the person for whom you are purchasing a plan if you are buying a plan for a third party.

2. How the Scheme Works

2.1 Guarantees

Provided that the Planholder does not cancel his plan in his lifetime, and subject to both the approval of the funeral plan, and the Planholder not dying within 12 months of taking out the plan, we make the following guarantees:

That the **Funeral Director's Costs** for carrying out the chosen funeral will be **covered in full** at that time provided that the plan is fully paid. (For plans that are not fully paid, see sections 7.2 and 7.3.)

That the **Disbursement Costs** that have been set aside within the plan will have increased in value in line with the Consumer Price Index (CPI) from the beginning of the 13th month after the plan date (see section 8.2 below). If the actual costs of the disbursements at the time that the funeral is carried out are higher than the amount that has accrued for disbursement costs, the balance will be payable to the funeral director by the person organising the funeral, in line with that funeral director's terms and conditions. If the indexed payments made to the Trustees during the lifetime of the Planholder exceed the cost of the funeral, only the cost of the funeral will be paid to the funeral director carrying out the funeral.

If the Planholder does die within 12 months of the plan being taken out, a sum of money equal to all the payments made to the Trustees for that plan during the lifetime of the Planholder less the administrative charge and any costs that we have incurred from third parties

(e.g. merchant account companies, banks) for processing your payment(s) will be paid by the Trustees towards the cost of the funeral. No interest will be paid on any payments that have been made

2.2 Security of your funds

With the exception of the administrative charge, all the income received from funeral plan sales is lodged in the Ethical Funeral Plans Trust Fund. This Fund is independently managed by Trustees. The terms of the Trust are such that, outside of very specific legitimate operating costs (e.g. accountancy costs, actuarial costs), funds can only be withdrawn on the production of evidence of the death of the Planholder or upon the written request of a Planholder, or their representative, to cancel their plan.

2.3 Ethical Investment

The Trustees who look after, and invest, the monies that have been paid for the funeral plan are charged with investing funds as ethically as possible, subject to this being compatible with a prudent investment strategy.

2.4 Choice of Funeral Director

Tirion Funerals will carry out your funeral arrangements.

If the person organising the funeral wishes to choose a different funeral director the plan will be regarded as cancelled. We will make a payment to the selected funeral director in line with the terms for refunds shown in section 5.1 below.

3. Our Commitments to You

3.1 Taking Care of your Money

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

3.2 Paying Tirion Funerals

Following registration of death, and establishment of entitlement to claim under the funeral plan for the provision of the funeral of the Planholder, we will arrange for the appropriate amount to be withdrawn from the Trust.

(No payment of any benefit arising under the terms of the Trust on the death of the Planholder will be made unless, and until, proof of the death of the Planholder and entitlement to benefit is given to the Trustees.)

3.3 Ensuring confidentiality

We will maintain confidentiality concerning your funeral plan and only discuss matters arising with the Trustees, the Planholder, the person funding the plan, the personal representative or next of kin of the Planholder and Tirion Funerals.

3.4 Plan documentation

Within 30 days of the (concluding) payment being made, a Funeral Plan Certificate will be sent out by post.

4. Your Responsibilities

In sections 4 and 5 of these terms and conditions, 'you' means the Planholder if you are purchasing a plan for yourself. In the case of a third party purchase, the term 'you' should be taken to mean:

In the case of the Planholder being...

A person under 18 years old

A mentally-incapacitated person

All other cases

'You' should be taken to mean

That person's parent or guardian

That person's receiver or attorney

The Planholder

4.1 Providing accurate personal information

The person purchasing the funeral plan (referred to in sub-clauses 4.1 and 4.2 of these terms and conditions as “the Purchaser”) is responsible for providing the Planholder’s correct name, date of birth and address (i.e. usual place of residence) on the plan application form. If any of this information proves to be incorrect, we reserve the right to cancel the funeral plan and make you a refund in line with the provisions of section 5.1 below.

4.2 Notifying others

The Purchaser is responsible for notifying the Planholder’s next of kin, their executor, or whoever will be responsible to arrange their funeral, that he has purchased a funeral plan and for telling such person or persons what needs to be done in the event of the Planholder’s death in order to be able to claim under the funeral plan.

4.3 Taking Care of Documents

You are responsible for keeping all papers relating to the funeral plan in a safe place and for making sure that the Planholder’s next of kin, or personal representative, or person who will arrange the funeral, have access to them. If the papers become lost, copies can be obtained from **Ethical Funeral Plans Trust** at a small charge, although a first replacement Plan Certificate will be provided free of charge.

4.4 Change of address

It is essential that you let us know when the Planholder changes address. If they are moving out of their locality, a discussion will be needed to determine how this impacts upon their funeral wishes and upon their plan.

4.5 Changing your plan choices

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

5. Your Right to Cancel

5.1 Entitlement to a Refund

If a funeral plan is purchased from us, but the purchaser subsequently decides that he/she wishes to cancel within 14 days of the purchase, we shall make a full refund to him/her of any monies that have been paid to us. We shall require the Funeral Plan Certificate to be returned to us before this refund can be made.

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

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

6. Limitations

6.1 Areas where plans are available

The services of Tirion Funerals are currently available only to those people who are normally resident within Gwynedd or Ynys Mon. If the Planholder dies outside of those areas, or if the person arranging the funeral wants the funeral to take place outside of those areas, the Trust reserves the right to refund the payments, in accordance with the rule for refunds in section 5.1 above. We may still be able to help with the funeral arrangements although it is likely that this will incur an additional charge.

6.2 Free text preferences

The Funeral Plan application form, and the website application process, provide the opportunity to enter some free text to further explain the funeral wishes of the Planholder. This can include anything from, say, the choice of music to be played at the funeral ceremony; what is to happen to the ashes; what dress code should be adopted at the funeral; etc. No financial provision is made within the plan for the wishes expressed in this section unless they relate to an option chosen in the main part of the application form or an additional allowance has been made for ‘Extra Wishes’.

6.3 Oversize coffins

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

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

6.4 Collection from place of decease

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

6.5 Funerals on days other than normal working days

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

6.6 Removal of Artificial Limbs, etc.

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

6.7 Viewing

If viewing has been included as part of the plan, this facility will be provided by Tirion Funerals during normal office hours.

6.8 Vehicles - Extra distance and time

The use of transport for the funeral is based upon it being available for a period of no greater than 2.5 hours and to travel no further than 25 miles. If either of these assumptions is incorrect, an additional payment may become payable to Tirion Funerals by the person organising the funeral, in line with Tirion Funerals' terms and conditions.

6.9 Horse-drawn transport

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

6.10 Services of similar nature as replacements

No guarantees can be provided about the manufacturer or model, for example, of hearses and limousines that will be supplied, or the precise nature / design of other forms of transport that are used. Coffins supplied will, usually, be very similar in appearance, if not identical, to any shown at the time of plan sale.

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

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

If the person arranging the funeral does not agree with the substitute services being offered, the plan will be cancelled and plan monies repaid in accordance with the rule for refunds (see section 5.1).

6.11 Other exclusions

If for matters beyond our control (extreme weather, strikes, war, etc) it is not possible for Tirion Funerals to carry out the funeral plan as specified, the plan will be cancelled and monies returned in accordance with the terms for refunds (see section 5.1).

7. Specific Provisions

7.1 Defaulting on instalment payments

If the option is taken to pay for the funeral plan by instalments, but then payments are not kept up to date (i.e. one, or more, payments are not paid within 30 days of the due date) the plan will be suspended. If at a later stage, it is wished to continue with purchase of the plan, it will be re-priced at current prices. Funds that you have already paid into the original plan, less the administrative charge, will be allocated towards the cost of the new plan.

7.2 Death occurring whilst instalments part paid – if payments are up to date

If the Planholder should die before the plan is fully paid, but the payments are up to date (i.e. no payment has been paid later than 30 days after the due date), a balance will be payable to Tirion Funerals by the person organising the funeral, in line with that funeral director's terms and conditions. The Trust Fund will pay the full amount of payments that have been paid in, less the original administrative charge.

7.3 Death occurring whilst instalments are part paid – if payments have lapsed

If the Planholder should die before the plan is fully paid, but the payments are not up to date (i.e. a payment has been paid later than 30 days after the due date), a balance will be payable to Tirion Funerals by the person organising the funeral, in line with Tirion Funerals' terms and conditions. The Trust Fund will pay the full amount of payments that have been paid in, less the original administrative charge.

7.4 Expiry of unclaimed plans

Fully paid-up funeral plans remain in force until the decease of the Planholder and the payment of funds by the **Ethical Funeral Plans Trust**, calculated according to the method given above, to Tirion Funerals. However, if the Trust has not received a claim from a Planholder who would have reached their 105th birthday, they will write to them at their last known address in order to confirm that the plan is still required. If no response is received within three months of writing, the plan shall become void and the funds associated with the plan will be retained in the Trust Fund.

Also, if the Planholder dies and no claim is made on the funeral plan to make provision for the funeral of the Planholder within six months of the decease, the personal representatives of the Planholder will not be entitled to receive any other payment from the Trustees.

7.5 Length of validity of a quote for a plan

Once the options that you wish to be included in the plan have been selected, you will be able to know the total plan price. This is based upon the cost of the choices that you have made. This plan price remains the cost of the plan if it is purchased at the time that you create it or at any other time within the ensuing 40 days. Thereafter, if you have not purchased the plan, the cost of the plan will have to be re-priced in line with the cost of options current at that time (which may, or may not, be the same as the cost of the options when the plan was first drawn up).

8. General

8.1 VAT

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

8.2 Contract

No contract shall exist between the purchaser of a funeral plan and the **Ethical Funeral Plans Trust** until we have received the full payment (in the case of paying by lump sum) or the first instalment (if paying by instalments). The date of payment referred to in each of these two situations shall be regarded as the date of the funeral plan.

8.3 Miscellaneous

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

Tirion Funerals have no direct financial responsibility to the Planholder as all financial obligations arising in respect of the funeral plan fall on the Trustees of Ethical Funeral Plans Trust.

Tirion Funerals shall have no further obligations to the Planholder or the persons making payments into the funeral plan or their respective personal representatives whether financial or otherwise except as set out in these terms and conditions.

The Planholder cannot assign his right and obligations under the funeral plan or this agreement.

These terms and provisions do not create any rights enforceable by any person who, other than a funeral director providing a funeral, is not a party to it (including without limitation a person making payments under a funeral plan in circumstances where the Planholder is a different person) under the Provisions of the Contracts (Rights of Third Parties) Act 1999 ('the Act'). Any funeral director providing a funeral for a Planholder may seek to enforce any of these terms and conditions in accordance with the terms of the Act.

9. Complaints

9.1 How to complain about us or the plans that we provide

We are keen to provide you with a service with which we hope you will be satisfied. However, should you wish to make a formal complaint about our services or plans (which can be done by telephone, in writing or via e-mail) we undertake to give you a written response within seven working days. Our contact details are as follows: **Ethical Funeral Plans Trust**, Freepost RTSE-JJBZ-SXBX, 363 Halifax Road, Sheffield, S6 1AF; tel. 0800 321 3022

10. Practicalities

10.1 What to do when the Planholder dies

When the planholder dies, you should contact Tirion Funerals in the first instance on 01286 676 749 or 07551189360. You should notify them that there is a funeral plan in place as this will help them to locate the planholder's wishes.

10.2 Guidance on how to register a death

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