

# FREEMAN BROTHERS

FUNERAL DIRECTORS



## Prepaid Funeral Plan Terms and Conditions



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## TERMS AND CONDITIONS OF YOUR AGREEMENT

These Terms and Conditions (the 'Terms') together with your application form make up the agreement between 'You' (the planholder) and 'Us' (Freeman Brothers Funeral Directors) for your plan. By sending your signed application form and payment method to us, you are agreeing to buy your plan subject to these Terms.

### Definitions

The following phrases have the following meanings in these Terms:

'**Administration fee**' means the £50.00 fee as outlined within these Terms.

'**Application form**' means our application form, that must be signed by you.

'**Business day**' means any day other than Saturday, Sunday or Bank Holidays in England.

'**Brochure**' means our official brochure, which contains details of our funeral plan.

'**Disbursements**' means the costs payable to third parties associated with the funeral. These may include a doctor's fee, an officiant's fee, and cremation/ burial fees, all of which we take into account. With all of our tiers, these costs are covered fully, irrespective of the rate of inflation.

'**Inception date**' means the date that the sale of the plan is concluded.

'**Moratorium period**' means the period of 24 months from the inception date during which the funeral plan provider is not obliged to provide, or secure the provision of, a funeral on the death of the covered individual. This applies to any customer paying by instalments, for the duration of their payment plan, or 24 months from the inception date, whichever is the shorter.

'**VAT**' means Value-Added Tax.

'**Mainland Great Britain**' means England, Wales, and Scotland, but not any of their associated islands which are not accessible by road.

### Qualification for and purpose of your plan

You are qualified to apply for a plan if you are, or will be, over 18 at the inception date. There is no upper age limit and we will work with each applicant to ensure the choices they make are appropriate to their individual situation, demands and needs.

The purpose of your plan is to give you protection from rising funeral costs and save your representatives the worry of having to arrange and pay for your funeral when the time comes. Your plan will cover the fees and services of your chosen arrangements as detailed in the brochure provided, including all disbursements.

## **Your client category**

We are required to categorise our clients to determine the level of detail and information that you will receive. We will treat you as a 'retail client' in respect of the services we will provide you, which means that you will benefit from the highest level of consumer protection.

## **Data protection (How we use your personal information)**

All personal information that we collect (including, but not limited to, your name and address), will be used and held in accordance with the provisions of the Data Protection Act 2018.

We may use your personal information to provide our services to you and process your payment for the services.

We will not pass on your personal information to any third party other than as required in the management of the Freeman Brothers Funeral Trust (the Trust).

## **Security for your payments**

All payments received will be forwarded to the independent Trustees of the Trust, to be held and invested by them until needed. The managing Trustees have a duty to ensure that funds are available for your funeral under the plan. The Trust will be independently audited to ensure this.

## **If we become insolvent and cannot carry out your funeral**

In the unlikely event that, prior to your death, our business ceases trading, the money you have paid to us under the plan is entirely safe. The managing Trustees will first endeavour to secure another funeral director to undertake our responsibilities. Should they be unsuccessful, the money will be reimbursed in accordance with our regulatory obligations.

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the Scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about the Compensation Scheme arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by calling them on 0800 678 1100.

## **If you move away**

We will provide the funeral in accordance with the arrangements you have specified at no extra charge, providing the death takes place within mainland Great Britain.

Should you move away permanently from the area, and wish the service to take place near your new home rather than the location specified in your application, please contact us to arrange cancellation of your plan (this will attract a £50 cancellation fee). In the event that your death has taken place and the plan was not cancelled, the Trustees will release funds (less a £50 cancellation fee) to your executors or nominated representative to make arrangements with your local funeral director. We will ask your executor, nominated representative or the local funeral director to provide us with a Death Certificate (which will be returned in due course).

Please note, we are unable to offer any guarantee that the local funeral director will carry out the specified arrangements for the value of the plan without asking for additional monies from the Estate.

### **Cancellation rights**

You will receive a full return of payments if you cancel within:

- The first 30 days.
- The Moratorium Period, for plans sold on an instalment basis (including fixed monthly payment plans).

The Moratorium Period means that if you cancel your plan or die within the instalment period you must receive all of your payments back. The payments will go to your Estate in the case of death.

### **If you die before making all payments**

If you choose to pay for your plan by instalments over a number of months, and you were to pass away from anything other than an accident, we would refund in full to your Estate all payments made including any lump sum. Alternatively, we will honour the plan and request payment of the balance from the Estate.

If a Coroner confirms that you have died in an accident, before making all payments, we will honour your plan in full and carry out the funeral as specified in your chosen tier.

### **If you miss a payment**

If you're having difficulties meeting your payment deadlines you should contact us as soon as possible. We will aim to work with you to reach an arrangement appropriate to your circumstances.

If you miss two payments we'll write to you within five business days of the second missed payment with details of the amount owing and reminding you of the consequences as set out in this document, namely:

- You can pay the monies owed within 10 working days of the date of our letter without incurring any penalty or fees.
- Whilst we always try to avoid it, we retain the right to cancel plans where at least two consecutive payments are missed. If your plan is cancelled, we will return to you all payments made towards the plan to date, minus a £50 administration fee.

### **If you need to make a complaint**

If you wish to register a complaint, please contact us:

- In writing - Complaints, Freeman Brothers, 9 North Parade, Horsham RH12 2BP
- By phone - 01403 254590
- Email - [funeralplans@freemanbrothers.co.uk](mailto:funeralplans@freemanbrothers.co.uk)

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS website, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) provides details of how you can make a complaint. Their helpline number is 0800 023 4567.

## Statements

We will provide you with a Plan Statement every three years. The statement will show you the plan details, how much is left to pay (if applicable), together with details of how to contact us if you need to cancel or make a complaint.

## VAT

We guarantee that no additional charges will be levied in the event of VAT being applied to funeral costs (though they are currently exempt).

## How to contact us

Here are our contact details if you have any queries or require any further information:

Head Office address:

9 North Parade, Horsham RH12 2BP.  
Tel: 01403 254590.

Also at:

31 High Street, Billingshurst RH14 9PP.  
Tel: 01403 785133.

Holly Lodge, 25 & 27 Brighton Road, Southgate, Crawley RH10 6AE.  
Tel: 01293 540000.

126 High Street, Hurstpierpoint BN6 9PX.  
Tel: 01273 831497.

Website: [www.freemanbrothers.co.uk](http://www.freemanbrothers.co.uk)

Email: [funeralplans@freemanbrothers.co.uk](mailto:funeralplans@freemanbrothers.co.uk)



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June 2022

