

The Rest Assured Prepaid Funeral Plan

Terms & Conditions

Edition 1 – February 2018

These are the Terms and Conditions for the Rest Assured Prepaid Funeral Plan under which Rest Assured Funeral Plans Limited agrees to provide you with a Funeral in accordance with your instructions and the specifications offered by us as long as you make all of the payments in accordance with the details set out in your Plan.

1. **Definitions**

In these Terms and Conditions:

"Additional Contribution"	means an additional sum which we may agree in our discretion to accept to pay for, or towards, the cost of Special Requests;
"Agreement"	means the written agreement between us made up of the Application, the Funeral Plan Schedule and these Terms and Conditions;
"Allowance"	means a contribution towards the full cost of an item or series of items specified in the Funeral Plan Schedule;
"Application"	means the application form completed by you on subscribing for your Plan;
"Contribution"	means the contribution for, or towards, the cost of the Planholder's Funeral (excluding Special Requests), subject to these Terms and Conditions;
"Either/Or Plan"	means a Plan whose Application names two persons with the intention that we should be bound to provide a Funeral for the first of those named to pass away;
"FCA"	means the Financial Conduct Authority;
"Funeral"	means a burial or a cremation, carried out in accordance with the Plan;
"Funeral Plan Schedule"	means the schedule setting out all the details of your Plan (including the services which are provided under your Plan), which we will send to you once we have received your Application for the Plan;
"Payment Holiday"	means a period of time for which you will not be required to continue to make payments towards your Plan, as agreed through us
"Handling Fee"	means the additional payment of 3.9% included in the price of any Plan where instalments are being paid over a term beyond 24 months;

"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 individual in relation to whom we are obliged by this Agreement to provide a Funeral, that is to say: <ul style="list-style-type: none"> (a) the single named individual in the Application or; (b) the transferee of any person in (a) where we have in our discretion and subject to this Agreement allowed you to transfer the Plan from the name of the original Planholder; or (c) in the case of an Either/Or Plan, the first of the two persons named in the Application to pass away;
"Personal Representative"	means the Planholder's Personal Representative(s), as defined by the Administration of Estates Act 1925;
"Plan"	means the funeral plan you have chosen, as governed by the Agreement, which may according to your choice from our specifications be an "Elm Plan" , a "Cedar Plan" , an "Oak Plan" , a "Mahogany Plan" or a "Direct Cremation Plan" ;
"RPI"	means the Retail Price Index, charting UK inflation growth, published by the UK Government.
"Special Requests"	means any personal wishes as to how you would like your Funeral performed which have been notified to us in accordance with 8 below, and which we have agreed in our discretion should form part of your Funeral Plan Schedule, on condition of payment of an Additional Contribution in the amount also stated in your Funeral Plan Schedule;
"Subscription Cost"	refers to the total cost of your Plan (aside from Additional Contributions);
"the Trust"	means the trust established under the trusteeship of the Trustee, whose purpose is explained by various provisions in these Terms and Conditions;
"the Trustee"	Rest Assured Board Limited
"we" or "us" or "our"	refer to Rest Assured Funeral Plans Ltd and our details are set out below; and
"you" or "your"	means the person applying for the Plan.

"Zone of Coverage" refers to those areas in which we agree to carry out Funerals, and presently includes: the mainland of Great Britain, the Isle of Wight, Jersey and the Isle of Man.

2. **Legal and regulatory disclosures**

- 2.1. Rest Assured Funeral Plans Limited is not regulated by the Financial Conduct Authority. This Plan is not operated subject to the provisions of the Financial Services and Markets Act 2000 and the various rules made under that Act, because it is excluded from regulation by virtue of compliance with the provisions in art. 60(1)(b) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- 2.2. Please therefore note that you are not entitled to raise any complaint about the Plan or about us with the Financial Ombudsman Service, nor to make any claim against the Financial Services Compensation Scheme in the event that we should cease to trade.
- 2.3. In order to comply with art. 60(1)(b) as mentioned above, it is necessary that:
 - 2.3.1. The Trust is established under a written Trust Deed;
 - 2.3.2. The Trustee is independent of us;
 - 2.3.3. The assets of the Trust are placed with an FCA-regulated discretionary investment manager;
 - 2.3.4. The Trust is subject to an annual audit; and
 - 2.3.5. The Trust is subject to an actuarial review no less frequently than once every three years.
- 2.4. We warrant to you that the conditions set out in 2.3 above will be complied with by the Trust (and by us, where relevant) at all material times while this Agreement is in force.

3. **What does the Plan cover?**

- 3.1. This Plan covers the cost of certain Funerals provided they are conducted in the Zone of Coverage.
- 3.2. The Plan does not cover the costs of repatriation of the Planholder's mortal remains from outside the Zone of Coverage.
- 3.3. The Funeral Plan Schedule will summarise the features of the Funeral that your Plan covers, and will indicate which Special Requests are also covered by the Plan. It will provide also provide, any Additional Contribution.
- 3.4. **IMPORTANT** – when you receive your Funeral Plan Schedule, please check them carefully to make certain they cover the costs and services which you consider that you have specified in your Application (including Special Requests). If you believe that either of them contains errors, draw these to our attention within 14 days of the date on which you receive these documents. After that period has passed, the Funeral Plan Schedule we deliver to you is deemed to comprise an accurate statement of the features of the Funeral that you have applied for.

4. **Planholder**

Single Planholder

- 4.1. Where the Plan names a single Planholder, our obligation to you is to provide a Funeral in accordance with this Agreement for the named Planholder. This is not in principle transferable: the obligation relates to the Planholder whose name is in the Application. We may in our complete discretion allow you to apply to transfer the Plan to a different named Planholder, but we are entitled to make such a transfer condition on the payment of Additional Contributions (either at the time of transfer or on the decease of the new Planholder) where the circumstances of the Funeral of the transferee Planholder differ in our reasonable opinion significantly from the intended circumstances of the original Planholder.

Either/Or Planholder

- 4.2. You may purchase a Plan under which you can nominate two Planholders (typically spouses, though this need not be the case) and we will accept this Agreement as binding us to provide a Funeral for the first of the two named persons to pass away.

Your residual obligation

- 4.3. Please note that whether or not you are the Planholder (or one of Either/Or Planholders), it is you who are nevertheless responsible for making all payments due under this Agreement.

5. Subscription and Additional Contributions

- 5.1. The Subscription due under this Agreement is comprised of:

- 5.1.1. an element which covers the cost of the Funeral we are obliged to provide for the Planholder, which is transferred to the Trust; and
- 5.1.2. an element that represents our fee for providing the Plan (which we are entitled to retain for our own benefit, but which we may use to compensate any agent who has marketed the Plan to you).

The Funeral Plan Schedule will identify the features of the funeral plan to which 5.1.1 applies.

- 5.2. If we have agreed to Special Requests in accordance with 8 below, you will also be liable for an Additional Contribution. The amount of the Additional Contribution will be agreed with you at the time of Application and this will also be transferred to the Trust.

- 5.3. There are various bases for payment of the Subscription and any Additional Contributions, which will have been discussed with you prior to your completing your Application. In relation to any payment by instalment, you may approach us to agree a Payment Holiday. Plan Holidays are in our discretion, but are in any case:

- 5.3.1. not available until you have paid at least 50% of your Subscription; and
- 5.3.2. for a maximum of 6 months.

- 5.4. Subject to Plan Holiday, please note that if you fail to keep up payments due towards your Subscription (and any Additional Contributions), we will be entitled to refuse to provide a Funeral to the Planholder unless at the Planholder's death such missing or overdue payments are made to us forthwith.

- 5.5. Your Funeral Plan Schedule will separately identify:

- 5.5.1. the amount of the funeral plan; and
 - 5.5.2. if you have made an Additional Contribution, that amount.
- 5.6. Our agreement with you is to apply the Contribution towards the cost of the Planholder's Funeral and to apply the Additional Contribution towards the cost of Special Requests in the Funeral Plan Schedule, in each case adjusted year on year in accordance with the RPI. Please note that:
- 5.6.1. we do not warrant that the Contribution or the Additional Contribution (after RPI adjustment) will be sufficient to cover the cost of the matters stated in the Funeral Plan Schedule (and specifically note where in the Funeral Plan Schedule it states that the Basic or Additional Contribution is for an Allowance towards a specific item of cost only); and
 - 5.6.2. Where the Contribution or the Additional Contribution (after RPI adjustment) are only sufficient to provide an Allowance towards the actual cost of the goods and services set out in the Funeral Plan Schedule, we will look to the Planholder's Personal Representative at or around the time of the Funeral to cover the difference.

IMPORTANT – this Agreement is not, under any circumstances, a guarantee to you, the Planholder or the Personal Representative that the full cost of the Planholder's Funeral will be met from the Trust. There are likely to be costs that are not covered by the Plan which you or the Personal Representative will be required to bear.

6. **What your Plan always covers**

6.1. General

- 6.1.1. Subject to this Agreement, and as set out below, details of the services covered by your Plan (including any Special Requests to which we have agreed), specifying where this is full coverage or an Allowance only, are set out in the Funeral Plan Schedule.
- 6.1.2. Once you have paid the Subscription in full (and if relevant, also paid in full any Additional Contributions), our obligation is:
 - 6.1.2.1. to provide a Funeral for the Planholder according to the Plan; and
 - 6.1.2.2. to arrange for the Trust to contribute towards the cost of that Funeral the Contribution and any Additional Contribution you have made, each adjusted in accordance with the RPI over the period from the date of this Agreement to the last day of the month preceding that in which the Funeral is to take place.
- 6.1.3. Please note for avoidance of doubt that our obligation under 6.1.2 only covers such Special Requests as we agree form part of the Plan at the time of your Application, in accordance with 8 below.

6.2. The Nominated Funeral Director

- 6.2.1. The Plan pays for the Nominated Funeral Director to provide the goods and services described in the Agreement. If any of the goods or services which are to be directly

provided by the Nominated Funeral Director is not available at the time of the Planholder's Funeral, we will provide an alternative of at least equal quality and value at no further charge.

6.2.2. If your Personal Representative does not agree to such alternative, we may cancel the Plan and refund to you or your estate any monies due within 14 days of us notifying you of such cancellation, less a cancellation fee of 25% of the funeral plan.

6.2.3. Please note that we reserve the right to appoint a different or new Nominated Funeral Director to carry out the Planholder's Funeral. We will use all reasonable endeavours to keep you informed of any such change, but please note that it may not be possible to do so until close to the time of the Planholder's Funeral.

6.3. Costs covered in relation to all types of Funeral

The costs which the Plan will always cover include:

6.3.1. provision of a coffin, the wood for which is dependent on the selection you make when completing your Application;

6.3.2. conveyance of the mortal remains of the Planholder to the burial ground or crematorium, provided that this is a distance of 10 miles by road or less;

6.3.3. provision of a hearse for such conveyance; and

6.3.4. provision of relevant staff from the Nominated Funeral Director to physically attend and process the Funeral.

6.4. Cremation Services

If you choose a cremation Funeral as part of your Plan, the Subscription will cover;

6.4.1. The standard 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. Please note that the cremation fee does not usually cover the provision of certain additional services (for example, any cost payable to the crematorium for use of an organist), for which you or the Planholder's Personal Representative will be responsible or which may be addressed by an Additional Contribution.

6.4.2. An Allowance towards the fee charged by the officiant or minister of religion presiding, equal to the amount paid for a standard funeral service at the crematorium as listed in the Church of England Table of Parochial Fees. Please note that if the Minister or Officiant charges more than this Allowance, then you or the Planholder's Personal Representative will be responsible for paying that additional amount.

6.5. Burial Funeral

The Contribution provides for an Allowance towards the cost of the Funeral, and you are warned here that this is unlikely to be sufficient to cover the whole Funeral cost.

6.5.1. Your Nominated Funeral Director will arrange with relevant third parties for

6.5.1.1. the digging of a burial plot (whether a new plot or opening an existing grave); and

6.5.1.2. the payment of relevant cemetery fees.

6.5.2. Please note that fees for a Minister of Religion or Officiant are generally outside the scope of the Allowance prescribed from within the Contribution, but may be provided for by way of Additional Contribution, or paid for by the Personal Representative at the time of the Funeral.

7. **What the Plan Does Not Cover**

7.1. The Plan expressly excludes anything not agreed with us (either in accordance with these Terms and Conditions or as a Special Request under 8 below) and set out in your Funeral Plan Schedule.

7.2. Specifically, the cost for a memorial, headstone, flowers, and catering are not included in the Plan.

7.3. The Plan does not include a provision for any faith-based additional requirements at or in connection with the Planholder's Funeral, except to the extent expressly comprised within the Allowance or funded through Additional Contributions.

8. **Special Requests and further charges**

8.1. You may ask for Special Requests for the Planholder's Funeral, which the Nominated Funeral Director will use reasonable endeavours to provide. All Special Requests to which we agree at the time of your Application will be set out in the Funeral Plan Schedule.

8.2. You are likely to be required to make an Additional Contribution to provide for, or go towards, the cost of providing Special Requests.

8.3. **IMPORTANT** – we strongly recommend that you contact us to discuss Special Requests before completing your Application:

8.3.1. Not all Special Requests can be accepted (for example, on grounds of cost, practicality or locality of the Funeral);

8.3.2. Some Special Requests will require individual pricing before we can include them in the Funeral Plan Schedule;

8.3.3. We retain absolute discretion in agreeing to the addition of any Special Request to the Funeral Plan Schedule.

8.4. There are a number of common requests made by many subscribers, but which are not included in the Plan. These include:

8.4.1. conducting the Funeral on a weekend or public holiday;

8.4.2. a form of religious service at a venue that charges for the use of the venue itself, heating, musicians or other aspects of the ritual involved;

8.4.3. extra features at a crematorium Funeral (e.g. for music or musicians).

8.4.4. a coffin of a standard different to that specified in the Plan;

- 8.4.5. additional floral displays;
- 8.4.6. additional limousines for the Funeral procession;
- 8.4.7. the purchase of a new burial plot.

All of these items may be added as Special Requests, and we will provide details of the rates or scales for their cost at the time of your Application and itemise these in the Funeral Plan Schedule. Please be aware that you will be required to make an Additional Contribution for any item of this nature, as they are not included in the Plan.

8.5. The following items are also not covered by the Subscription and will involve either an Additional Contribution at the time of your Application or a further payment by the Planholder's Personal Representative at the time of the Funeral:

- 8.5.1. the removal from the Planholder's mortal remains of mechanisms such as pacemakers (which must be removed before a cremation);
- 8.5.2. providing a Funeral which involves an interment on private premises or is otherwise materially non-standard;
- 8.5.3. adjustments to prices of any goods or services specified in the Funeral Plan Schedule that arise on account of any change in relevant rules and regulations, tax rates, or generally accepted practice; and
- 8.5.4. costs of transporting the mortal remains of the Planholder to the venue for the Funeral, or from that venue to a burial place, where either such transportation:
 - 8.5.4.1. is for a distance of more than 10 miles by road; or
 - 8.5.4.2. involves air freight, shipping freight, rail freight or road haulage charges.

9. **Your Money**

- 9.1. Your Contribution and any Additional Contributions are held subject to the terms of the Trust. The Trustee is Rest Assured Board Limited. The Trustee is wholly independent of us, and has been formed specifically and solely for the purpose of acting as trustee of the Trust.
- 9.2. Payment will be made out of the Trust for the Planholder's Funeral when it is performed.
- 9.3. We are separately entitled to our fees (under 5.1.2 above), which compensates us for the cost of offering, selling and administering the Plan. We deduct and retain these moneys from your Subscription before the Basic Contribution (and any Additional Contribution) is transferred to the Trustee.
- 9.4. The Trust Deed provides for certain other moneys to be deductible from the property of the Trust. These include:
 - 9.4.1. the costs of running the Trustee as a company, year on year, including compensation of the directors of the Trustee;
 - 9.4.2. costs of insurance of the Trustee and its directors for professional indemnity purposes;

- 9.4.3. the fees of the investment manager, the auditors and the actuary appointed for the purposes of compliance with art. 60(1)(b) of the Regulated Activities order;
 - 9.4.4. the fees of an administrator appointed by the Trustee to assist it with the administration of the Trust (the administrator is likely at all times to be us); and
 - 9.4.5. an indemnity in favour of the Trustee against any costs to which it is put in consideration of its acting as trustee of the Trust (for example, legal and professional costs of seeking advice in relation to the discharge of its duties).
- 9.5. The Trustee has entered into a secured lending agreement with us, under which in exchange for a floating charge registered over Rest Assured Funeral Plans Limited that is registered at Companies House, the Trustee may advance moneys to us under a facility to enable us to meet as one-off costs the commissions of agents marketing the Plan to subscribers who elect to pay by instalment over a prolonged period. The Trustee is entitled to interest on all moneys advanced under such facility at a rate of 0.5% per annum above the base lending rate from time to time of Barclays Bank PLC, and the debenture is an asset of the Trust for the purposes of preservation of the value of the Trust Property.
- 9.6. The Trust is managed and administered with the objective of enabling all Basic and Additional Contributions to appreciate over time in line with the RPI.

10. Provisions regarding payment arrangements

10.1. Instalment Payments

If you choose to pay for your Plan by instalments the following provisions will apply:

10.1.1. *For instalments paid over a period of more than 24 months*

Where instalments are being paid over a period of more than 24 months a Handling Fee will be charged in addition to the Subscription of 3.9% on any payments made beyond the first 12 months of the payment term, which will be stated in your Funeral Plan Schedule.

10.1.2. *If the Planholder dies before all of the instalment payments for the Plan have been paid*

We will provide a Funeral in accordance with this Agreement even where the Planholder has died before all instalments have been paid towards the relevant Plan, provided that the Personal Representative agree with us to be responsible for paying the outstanding instalments due, in full before the Funeral takes place.

10.1.3. *If you fail to pay all of your instalment payments*

Unless a Payment Holiday is in operation, if any instalment is not paid within 60 days of its due date, your Plan will technically be deemed to have lapsed. In such a case, we reserve the right not to be bound to provide the goods and services in your Funeral Plan Schedule. However, your Personal Representative may request, and we may agree, to arrange for the Funeral to be carried out by the Nominated Funeral Director fully in accordance with your Funeral Plan Schedule, provided that the cost of the Funeral will be charged at the Nominated Funeral Director's then current market rate, and we will arrange for the Trust to credit any instalment payments already made.

You may always apply to us to reinstate a Plan which has lapsed on account of instalment payments having been missed. 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 in line with the RPI from the date the Plan lapsed, and we will adjust future instalments and provide you with a new Funeral Plan Schedule accordingly.

11. Cancellation

11.1. You have the right at any time within 14 days from the date you receive your Agreement to cancel your Plan.

11.2. If you do decide to cancel your Plan, you must:

11.2.1. 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

11.2.2. otherwise notify us in writing, by telephone or by email;

Rest Assured Funeral Plans Ltd,
Crown House,
94 Armley Road,
Armely,
Leeds,
West Yorkshire,
LS12 2EJ

08000 987 677

cancellations@restassuredtrust.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 Planholder's 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.

11.3. Provided we receive such notification within 14 days of the date on which you received the Agreement, we will refund all the money you have paid within 14 days of us receiving notification of cancellation.

11.4. Cancelling your Plan after the end of the 14-day period noted above is at our discretion. If we accept your application to cancel under these circumstances, we will refund any money you have paid, less a cancellation fee of 25% of the funeral plan, within 14 days of us receiving notification of cancellation. In the event that the Plan is not used to provide a Funeral for the Planholder 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.

11.5. Any refund arising from a cancellation will be made to you (or if you are the Planholder and have died, then to the Planholder's Personal Representative).

- 11.6. We may cancel your Plan by giving notice to you if:
- 11.6.1. an instalment remains unpaid more than 60 days after it is due (except where a Plan Holiday is in operation);
 - 11.6.2. a funeral director is appointed independently by you who is not a Nominated Funeral Director;
 - 11.6.3. the Funeral is to be conducted outside the Zone of Coverage; or
 - 11.6.4. 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).
- 11.7. If we cancel the Plan, we will refund any money you have paid, less the cancellation fee of 25% of the funeral pan, and we will have no further obligations to provide the goods and services set out in the Funeral Plan Schedule.
- 11.8. The Plan is designed to cover or contribute to Funeral costs and is not an investment product, and we will not pay interest on money held within the Trust or refunded from the Trust for any reason.
12. **Value Added Tax ("VAT")**
- 12.1. VAT is not currently charged on a fee for a Funeral.
- 12.2. However, if VAT or any other form of tax becomes chargeable in the future on a fee for a Funeral or for the provision of any component or part of it, you or the Planholder's Personal Representative will become liable pay the VAT or additional tax prior to or no later than the time of the Funeral.
- 12.3. 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, and a provision for this will be added to the total shown in your Funeral Plan Schedule.
13. **Miscellaneous**
- 13.1. The documents making up your Agreement are the whole terms upon which we agree to provide a Funeral for the Planholder. You should not rely on any materials other than this Agreement or any oral representations made to you by us or by any agent representing or purporting to represent us. If you have any doubts about the extent of this Agreement and the nature of the services which we agree to provide or procure for the Planholder, please contact us to discuss.
- 13.2. Should we wish to make any changes to the Funeral Plan Schedule or any other part of this Agreement, we will notify you of these in writing.
- 13.3. Should you wish to change any aspect of your Plan, please contact us. We are not obliged to accept any change, and any that we do accept will be agreed by us in writing as a formal amendment to this Agreement.
- 13.4. Failure by us to exercise any right under this Agreement at the earliest opportunity to do so is not a waiver of that right.

13.5. For the purposes of the Contracts (Rights of Third Parties) Act 1999, any rights given under this Agreement to the Nominated Funeral Director or to the Planholder's Personal Representative may be enforced by that person; but otherwise the only persons entitled to enforce this Agreement are you and us.

14. How To Make A Complaint

14.1. 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 his utmost to ensure any complaint is dealt with as quickly and efficiently as possible.

14.2. Contact details are:

Rest Assured Funeral Plans Ltd,
Crown House,
94 Armley Road,
Armely,
Leeds,
West Yorkshire,
LS12 2EJ

08000 987 677

clientrelations@restassuredtrust.co.uk

14.3. If you are dissatisfied with the response from us you can take the matter further. You 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>

15. Law and jurisdiction

15.1. This Agreement is governed by English law

15.2. This Agreement and all matters arising from it (contractual or otherwise) are subject to the exclusive jurisdiction of the English courts.