# M&F Funeral Service Ltd Pre-Paid Funeral Plans – Terms & Conditions

These Terms & Conditions apply to pre-paid funeral plan contracts only and do not apply to funerals purchased without a funeral plan.

**Definitions –** In these terms and conditions the following definitions shall apply except where otherwise required by context.

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| **Funeral Plan/Plan** | Means the M&F Funeral Services Ltd pre-paid funeral plan contracts | **Certificate** | The Certificate which we issue when you have paid for your funeral plan in full |
| **Plan Benefits** | Means the funeral arrangements and benefits we will provide subject to those terms, when you have fully paid the Funeral plan. | **Representatives** | Means executors, trustees, nominated representatives or other representatives who are lawfully appointed and authorised to act on your behalf (or life assured's behalf if appropriate) after death |
| **You** | Means the person paying for the plan | **Us/We** | Means M&F Funeral Services Ltd, a company registered in Scotland with number SC365033 whose registered office is below |
| **Life assured** | Means any person named on the application form as such. | **Payment arrangement** | Means the specific payment arrangement you have selected to pay for your funeral plan and to which you agree to keep |
| **Initial Administration Cost** | This is the administration cost that is paid when you take out your plan. | | |

1. **Terms:**
   By completing and signing our Funeral Plan Arrangement Form you are agreeing to purchase your funeral plan from us subject to these Terms and Conditions. Your signed Arrangement Form, these Terms & Conditions and your Funeral Plan Summary make up your funeral plan agreement.

2. **What is included in my Plan?**
   We offer you the opportunity to tailor your funeral plan to meet your personal requirements. All our funeral plans cover our professional services and fees and all our plans are fully guaranteed on the death of the life assured. When you buy your plan you will receive a Funeral Plan Summary which has been prepared based on the information that you have provided together with a Funeral Plan Arrangement form which shows in detail the services selected by you under the plan and the services you have opted not to take.

   We do not provide a personal recommendation or advice so it is important that you check all your documents to make sure all the options selected meet your demands and needs. If any of the options chosen when you took out your plan are no longer available at the time of your funeral, for example due to changes in legislation, we will provide reasonable alternatives where possible. In the unlikely event that we cannot find suitable alternatives we may issue a refund to you or to your estate/next of kin.

   If you are purchasing this plan to cover someone's life other than your own, it is your responsibility to inform the life assured that this plan has been taken out,.

3. **What is not included in my Plan**
   There may be additional charges for certain costs at the time of the life assured's funeral. Our plans do not include the following
   a. The plan benefits only apply to funerals to be conducted in the M&F Funeral Services Ltd operational area. If death occurs or a funeral is required outside this area, we reserve the right either to refund the sum you have paid (excluding the initial administration cost) without further obligation, or to provide funeral services for an additional fee to be agreed at the time.

b. VAT is chargeable only on items as indicated in yourpPlan. Should VAT legislation or the rate at which VAT is charged significantly change, we must reserve the right to recover such additional sums as applicable from you or your representative.
c. If the funeral takes place at a weekend, public holiday, or out of normal hours this may incur additional costs.
d. Please note we agree to transport the deceased a maximum of 20 miles only. If transport in excess of 20 miles is required then we shall be required to impose reasonable mileage charges for that excess.
e. We reserve the right to impose reasonable additional charges to reflect the impact of any regulatory and legislative requirements.
f. There may be extra charges when you are no longer a resident of the local area at the time of death that the local cemetery or crematorium may charge for.
g. Extraordinary local authority fees.
h. Monumental and catering costs.
i. Repatriation costs incurred if death of life assured occurs outside the UK.

4. **What will you charge me for arranging my Funeral Plan?**

We charge an initial administration cost when you take out your plan. We do not charge any administration costs should you change or cancel your plan.

5. **When and How Do I Pay for My Plan?**

You must pay the cost of your plan in accordance with the payment arrangements. We offer two methods of payment

1. Full payment of your plan upfront
2. A minimum partial lump sum and the remainder must be paid within 12 months of the start date of your plan in monthly instalments

If you choose to pay by instalments there will be no additional charges.

6. **How Can I Pay and When Will I Be Entitled to My Plan?**

1. Payment in full – you can pay by cash, cheque, bank transfer or debit or credit card. We will issue you a receipt and a Plan Certificate which will confirm that we will provide the services as per your Plan Summary when they are needed.
2. A minimum deposit amount and the remainder paid in instalments within 12 months of the start date of your plan – the deposit can be paid by cash, cheque, bank transfer or debit or credit card and the instalments by standing order only which you will need to set up with your bank. Once fully paid we will issue you a Plan Certificate.

Under (2) above you will only be able to receive a funeral when the life assured dies if your Funeral Plan has been paid for in full. If the life assured dies prior to all instalments having been paid you or your Representative will need to pay the remainder of the balance. We can then provide the funeral. Please note if you make any cash payments you may be required to provide photographic ID and proof of address.

**If the life assured dies in the first 12 months from the start date of your plan, (and the death was not an accident as described below) you or your representative will have 2 options –**

Choose to pay the balance so we can provide the funeral as per your Plan Summary

Choose not to pay the balance and we will cancel your plan. If this is the case, we will return the payments you have paid into the plan (excluding the initial administration cost ) however, we will not impose a cancellation charge. Payments will be made to you or your estate/next of kin by cheque or bank transfer.

**If the life assured dies within 12 months from the start date of your plan and if the death is an accident (as described below) and there are still some outstanding instalments, we will not collect the balance on your plan and we will provide the funeral as per your Plan Summary.**

a. By “Accident” we mean a physical injury caused by a sudden unexpected event. An accident does not include –
Death caused by drugs (unless prescribed by a UK registered Doctor)
Death caused by an injury that is linked to sickness, disease or a physical disorder
b. A Coroner’s verdict of Accidental Death does not necessarily mean that the death was an accident for the purposes of M&F Funeral Services Ltd Funeral Plans.

7. **What Happens If I Miss a Payment?**

It is important that you contact us as soon as possible if you are finding it difficult to pay the monthly instalments. If you fail to meet 2 consecutive payments, we will contact you in writing to discuss an alternative payment method and explain the potential consequences if the outstanding instalments are not settled within 10 business days of the date of the letter. If 3 consecutive payments are missed, we may cancel the plan and return the monies you have paid to us (excluding the initial administration cost) under the payment arrangement.

8. **How Do I Make Changes to My Plan?**

We may, at our absolute discretion, agree to variations to the plan benefits at any time up to the date of death of the life assured. We need you to request these in writing. Changes (upgrades and downgrades) can be requested without incurring any additional administration charges, however other charges may apply. See how do I upgrade my Plan.

9. **How do I upgrade my Plan?**

The cost of any upgrades must be paid in full by you. You need to pay for the upgrade when you make the change as follows

   a. For a fully paid plan you can pay for your upgrade in a lump sum
   b. Where you have selected to pay in instalments you can choose to either;
      i. pay for the upgrade in a lump sum or
      ii. Increase the amount of your existing monthly instalments

10. **How do I downgrade my plan?**

We will issue a refund for any requested downgrade and this can be paid as follows;

a. For a fully paid plan you will receive a lump sum refund (paid by cheque or bank transfer)
b. Where you are paying instalments we will decrease your existing monthly instalments
c. You must send us the original certificate that we issued to you (or any duplicate certificates) once the upgrade/downgrade is complete and we will issue a revised certificate.

11. **How Do I Cancel My Plan?**

You may cancel your plan at any time up to the death of the life assured by giving us notice in writing and where a certificate has already been issued, returning the certificate, and/ or any duplicate, to us. If you cancel your plan within the 30 days cooling-off period we will refund the cost of your plan including the initial administration cost. If you cancel after the 30-day cooling-off period we will refund the cost of your plan excluding the initial administration cost. All monies due to be repaid, will be repaid within 30 days of our giving written notice of cancellation of the plan and will be paid by cheque or bank transfer.

12. **Our right to cancel your Plan**

We can cancel your plan if:

   a. You miss 3 consecutive payments
   b. We are not able to carry out what is included in your plan due to circumstances beyond our control e.g. This may be because you have changed address and have chosen a location for a funeral outside our business area.

If we cancel your plan in these circumstances, we will refund any payments made excluding the initial administration cost.

13. **What Happens Upon Death?**

   a. You or your representative must contact us and provide our Funeral Director with evidence of death of the life assured (Registration of Death Form 14), the Plan details and Plan Certificate and they will help with the next steps. We will confirm what is included in your plan and we will support and guide you or your representative in arranging the funeral.

   b. No changes can be made to what is included in your plan after the death of the life assured, or either before or during the arrangement of the funeral. If any items in thepPlan are not used by you or your representative we will not refund any money , unless legislation has changed since the plan was taken out (e.g. significant reduction in VAT rates). If extra or alternative items are requested that are not included in your plan, or any cost of items detailed in section 3 above is due, then any associated costs will need to be paid for in full prior to the date of the funeral.

c. If you or your representative chooses to arrange the funeral with an alternative funeral provider, we may at our absolute discretion agree to cancel the plan and should we agree to cancel the plan we shall repay to you or your representative all monies paid under the plan excluding the initial administration cost.

**14. What happens If I lose my Funeral Plan Documents?**

If you lose any of your plan documents, please contact us (see below for contact details) and we will arrange duplicate copies.

**15. How Do I Make a Complaint?**

If you have a complaint in relation to your funeral plan, please write to us in the first instance to The Funeral Manager at; M&F Funeral Services Ltd, 8 Lochend Road South, Musselburgh, East Lothian EH21 6BD. If we cannot resolve your complaint immediately, we will send you an acknowledgement within 5 working days of receipt of you letter confirming at the same time that you will hear further from us within 4 weeks.

If you are unhappy with our response or we do not resolve your complaint within 8 weeks, you may then be able to refer the matter to the Financial Ombudsman Service, Exchange Tower, London, E14 9RS. Telephone 0800 023 4567. Email complaint.info@financial-ombudsman.org.uk Website: www.financial -ombudsman.org.uk

**16. Financial Services Compensation Scheme**

If we were unable to meet our liabilities under the terms of the funeral plan, the customer or their estate may be entitled to compensation from the FSCS compensation scheme. You can find more information on this scheme at: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Telephone on 0800 67 1100 or 0207 741 4100. For more information on their process go to: www.fscs.org.uk

**17. How Does My Plan Work?**

We put all the money from each plan into an individual whole of life insurance policy with The Royal London Mutual Insurance Society Limited with your chosen person named as the Life Assured. The money is released to us when the life assured dies so that the funeral can be provided. Money can also be released in other circumstances; for instance, if you or we cancel your Plan, so we can refund this to you.

**18. How Do We Keep Your Money Safe?**

We deposit all the money paid into your plan into a bank account that has been designated as funds for the insurer. This money is then passed to The Royal London Mutual Insurance Society Limited(Royal London) to be invested into a whole of life insurance policy. In accordance with regulatory requirements, we have arrangements in place with Royal London to ensure the invested money will only be releases to us if the following conditions are met

a. If you send us a written request to cancel your plan. In such circumstances we will refund you all the monies paid into your plan (excluding the initial administration fee)

b. If a valid Form 14 is provided on the death of the life assured

c. If M&F Funeral Services Ltd fails please see section 20 below for further details.

d. If you send us a written request to downgrade your plan (please see section 10 for more details)

**19. What if my Plan is not claimed?**

If your plan has not been redeemed by the life assured's 110th birthday we will write to the last known address of you or your representative to see if your plan is still needed. If we do not get a reply within 8 weeks, we will attempt to search death records to see if we can match the plan details to these. If we are unsuccessful in tracing you, the plan will remain invested with our Insurer. If your representative has been unaware that you had a funeral plan and has chosen an alternative Funeral Provider we will refund the cost of your plan excluding the initial administration cost.

**20. What Happens If M&F Funeral Services Ltd Should Fail?**

We are confident this will not happen. In the unlikely event that M&F Funeral Services Ltd should fail we have plans in place for an orderly Wind Down and as part of this we would arrange the transfer of your Plan to an alternative provider of our choice.

If we are unable to secure an alternative provider, we will cancel the plan and refund you or your representative all the monies we receive from The Royal London Mutual Insurance Society Limited. However, if you do not agree with our choice of alternative provider you would be entitled to cancel the plan yourself and receive all the monies we receive from The Royal London Mutual Insurance Society Limited (excluding the initial administration cost).

Monies refunded can be used to pay for a funeral with an alternative provider, however, this amount may not be enough to pay for this funeral, and, if investment returns have been poor, you may in some cases get back less than the amount paid into the Plan.

**21. How do I contact you?**

You can contact us in the following ways to request duplicate plan documents, to make Funeral Plan changes, to change personal details circumstances (e.g. change of address, name) or to ask any further questions

Telephone: 0131 653 6177

Email: funeralplan@mffuneralservices.co.uk

Post: M&F Funeral Services Ltd, 8 Lochend Road South, Musselburgh, EH21 6BD

22. Other important information

M&F Funeral Services Ltd is registered with the Information Commissioner's Office under registration number ZA751348. We collect and store the following personal information in order to provide and manage your funeral plan

- Your full name, address, date of birth and contact details
- The name, address and contact details of your Nominated Representative
- Any characteristics of vulnerability relayed to us. This information will only be used to improve our service and will allow us to provide our customers with the support they need.

**These terms and conditions, together with Plan Summary and Funeral Plan Arrangement form constitute the agreement between us and you regarding the funeral plan and the funeral arrangements to which they refer. They do not affect your statutory rights. A person who is not party to this agreement (including, without limitation, the life assured or their nominated representatives) shall have no rights under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce any term or agreement. If any part of the agreement proves ineffective the remainder shall not be prejudiced. This agreement shall be governed by Scottish law. There is no interest payable to you in respect of the monies used to purchase your funeral plan, cancelled or redeemed.**