

The Legal & Financial Guaranteed Funeral Plan



*“Those you leave behind
will remember your
thoughtfulness”*

The Legal & Financial Funeral Plan

A Plan to deal with the most personal and sensitive of your family affairs and alleviate the financial and emotional burdens that naturally accompany a bereavement. Planning ahead is important – here are some of the reasons why our clients purchase funeral plans:

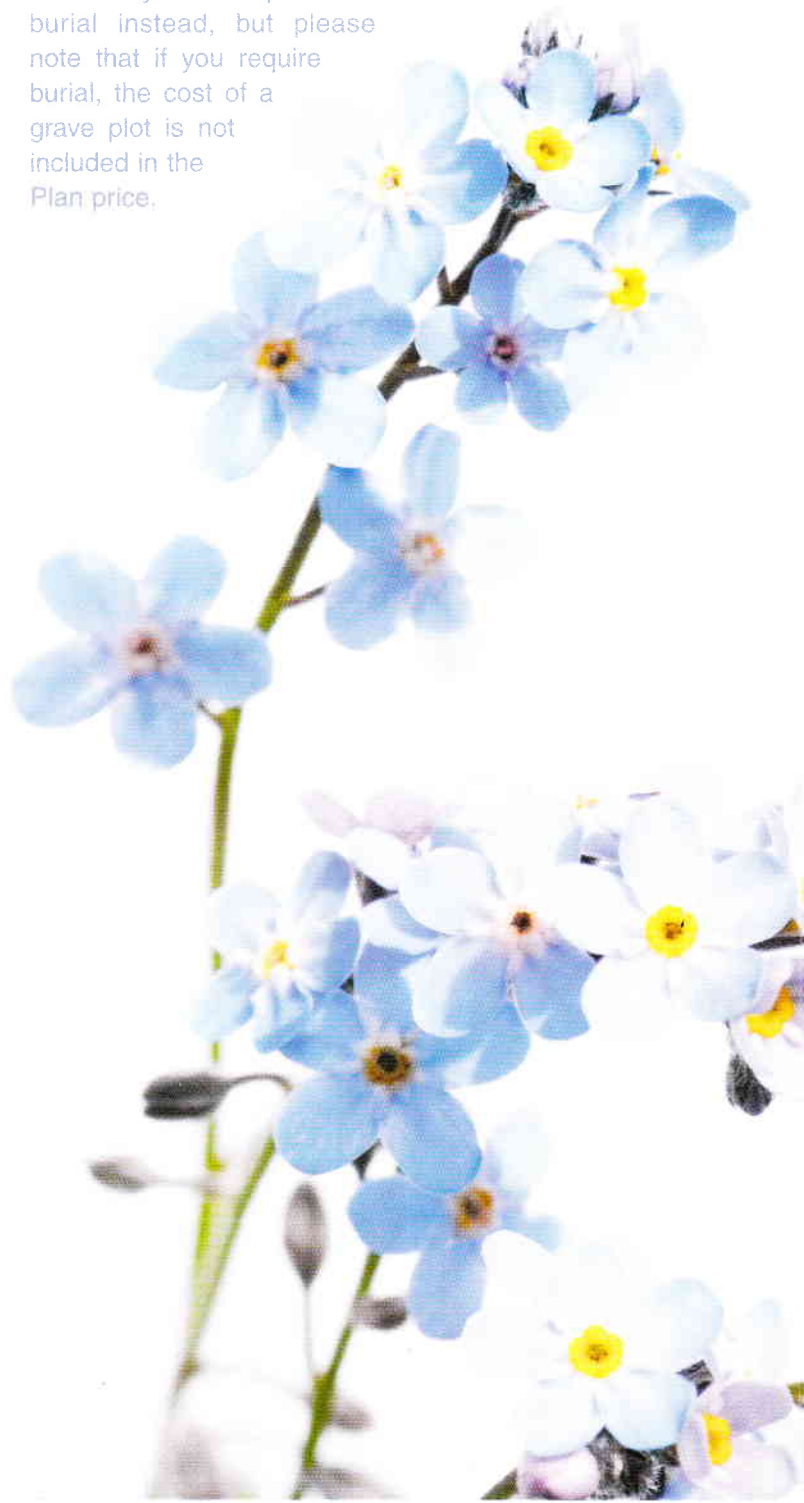
- ❖ Putting your funeral wishes in your Will is NOT binding upon your executors – they do not have to carry out your wishes.
- ❖ Often, people just don't know what their deceased relative wanted – usually because it's natural to 'put off' talking about it.
- ❖ A funeral plan ensures that your wishes will be carried out and that the funeral director's services will be paid for at no extra cost to your family.
- ❖ Savings in a bank or building society or insurance is just a sum of money. Your executors are not obliged to spend it on your funeral and it is unlikely to keep up with the rising cost of funerals.
- ❖ You can choose a funeral to suit your requirements across a range of prices, or you can pay by instalments if you prefer.
- ❖ You will receive a certificate which confirms the funeral you have chosen. It also specifies, if you wish, personal details such as religious requirements, gifts to charities in lieu of flowers, music etc. You also receive a booklet which tells your family or executors all they need to know at the time of your funeral.
- ❖ At a time of sadness, you will have relieved your family of financial and emotional burdens – and those you leave behind will remember your thoughtfulness.

The Plan is provided by Funeral Planning Services Limited, Flint House, Ipswich Road, Long Stratton, Norwich, NR15 2TA. A British company providing funeral plans for funeral directors and the legal and financial professions throughout the UK. They are registered with The Funeral Planning Authority and are regulated by its Code of Practice, a copy of which is available on request.

All funeral payments are held in the Funeral Planning Trust, which is managed by independent trustees, actuaries and professional investment managers. The Legal & Financial Guaranteed Funeral Plan complies with the Financial Services and Markets Act 2000.

A plan for the clients of Legal and Financial Advisers

Select the Plan which suits you best (we can quote for alternative or extra services if required). Once you have paid for your plan, a guarantee will be issued confirming that the services of the funeral director will be provided as specified, when required. Included in the prices of each Plan is a contribution to other funeral expenses, or 'disbursements,' such as cemetery or cremation fees and clergy fees if applicable. These amounts are based on national averages and increased regularly in line with inflation so most, if not all, of the essential costs will be covered, but they are outside of the control of Funeral Planning Services Limited. This means that they cannot be guaranteed. Although the amounts covered are based upon cremation costs they can be put towards a burial instead, but please note that if you require burial, the cost of a grave plot is not included in the Plan price.



THE ECONOMICAL

A simple Funeral providing basic requirements.

- ❖ *Guidance on registration of death and advice on social and religious matters.*
- ❖ *Collection of deceased within ten miles* of the Funeral Director during normal office hours.*
- ❖ *Care of the deceased. There are no facilities for viewing in this Plan.*
- ❖ *A plain coffin.*
- ❖ *The Funeral Director will make all the arrangements, liaise with the minister and others involved and attend to the necessary administration.*
- ❖ *The supply of a hearse with a Funeral Director and staff to meet the family at the local crematorium or cemetery. There is no procession in this Plan.*
- ❖ *A contribution towards other expenses or 'disbursements' such as cemetery or crematorium fees and a minister's fee. (See above). For the current amount included for disbursements please refer to the price list.*

THE TRADITIONAL

Provides what most people expect from a Funeral. This Plan provides all the facilities of the Economical Plan but, in addition, will provide:

- ❖ *Collection of the deceased within fifty miles* of the Funeral Director.*
- ❖ *Care of the deceased in accordance with the wishes of the family and facilities for viewing at the Funeral Director's chapel of rest.*
- ❖ *A wood-effect veneered coffin with traditional fittings, gown and interior lining.*
- ❖ *A limousine to follow the hearse with a Funeral Director and full compliment of uniformed staff. A procession can leave from a private address prior to a Funeral Service at a local place of worship followed by a committal service at a local crematorium or cemetery.*
- ❖ *A listing of flowers and charitable donations received.*

THE CLASSICAL

A very high quality Funeral with superior coffin and two limousines. This Plan provides all the facilities of the Traditional Plan but, in addition, will provide:

- ❖ *A superior quality coffin – for example - finished in a wood veneer with panelled sides and additional mouldings around the lid.*
- ❖ *Two limousines to follow the hearse.*
- ❖ *A tree planted in your memory - individual trees are not marked but your family will receive a commemorative certificate issued by a woodland charity.*

**Excludes any ferry and/or toll charges.*



Funeral Planning Services - Terms of Sale

1. Parties and Conditions Applicable

1.1 These terms apply to the purchase of funeral plans ("Funeral Plans") provided by Funeral Planning Services Limited ("FPS") and funded by Funeral Planning Trust ("the Trust"). References to "you" or "your" mean the customer or the customer's representative or executor.

1.2 These terms shall apply to the agreement between you and FPS to the exclusion of all other terms. The Trust is not a party to the agreement between FPS and you but shall guarantee the provision of funeral director's services in accordance with the terms of the Funeral Plan documentation (the "Funeral Plan Guarantee") as issued by FPS and the Trust.

2. How the Funeral Plan works

2.1. You choose the service as itemised in the Funeral Plan description as enclosed in the Funeral Plan Guarantee and pay the agreed Plan price to the Trust. The price includes the funeral director's fee and the administration costs of the Funeral Plan and may include an allowance for other funeral expenses known as disbursements (for example, cemetery or crematorium fees, costs of religious service, interment of ashes and newspaper notices).

2.2 At the time of applying to purchase the Funeral Plan you may select the funeral director. Otherwise FPS will select a firm on your behalf. Alternative funeral directors may be selected by FPS in accordance with these terms.

2.3 The funeral services specified in the Funeral Plan Guarantee will be provided for you when required. FPS reserves the right to make changes in the specification of the funeral services which do not materially affect their performance.

2.4. Once the Funeral Plan has been accepted by FPS the administration costs are withdrawn from the Trust and paid to FPS.

2.5 FPS is entitled to such payments from the Trust as may be provided by the trust deed.

3. Your responsibilities

3.1. You shall pay the Funeral Plan price in full, provide your or the beneficiary's name, year of birth and address, and advise any subsequent change of address.

3.2. You shall advise next-of-kin, or whoever will be responsible at the time of the funeral, that the Funeral Plan has been purchased and give him or her the simple instructions about what to do at the time, which will be included with the Funeral Plan Guarantee.

3.3. You shall keep the Funeral Plan Guarantee safe and make sure that the next-of-kin or executor has access to it when necessary. Further copies are available for a small charge (details available on request).

4. FPS responsibilities

4.1. FPS shall deposit all Funeral Plan payments (including deposits or instalments towards a Funeral Plan) into the Trust, to be controlled by the managing trustees in accordance with the trust deed.

4.2. FPS shall arrange for the selected funeral director to provide the funeral when required or, if the selected funeral director is unable or unwilling to provide the funeral when required, arrange for an alternative funeral director to do so.

4.3. If at any time before provision of the funeral services the selected funeral director advises that it is unable or unwilling to provide the funeral when required and FPS are unable to arrange an alternative funeral director to do so, your application may not be accepted or the Funeral Plan may be cancelled by you or FPS.

4.4. FPS shall issue to you or the beneficiary a Funeral Plan Guarantee certificate.

4.5. Following registration of the death and provision of the specified funeral, FPS shall arrange for the appropriate amount to be withdrawn from the Trust and paid to the funeral director providing the funeral.

4.6. FPS shall comply with all laws and regulations governing the sale and administration of funeral pre-payment plans.

4.7. FPS shall maintain complete confidentiality about your arrangements at all times, except as required for the administration of the plan or to comply with any statutory, regulatory or other legal obligation.

4.8. FPS shall have no financial obligation to you or any beneficiary other than to comply with these terms of sale.

5. The funeral director's responsibilities

FPS shall procure the provisions of the funeral director's services as itemised in the Funeral Plan Guarantee in return for a payment from the Trust, without further charge to you or your or the beneficiary's family. If any of the materials specified are not available when required, the funeral director may substitute similar materials of equal value. If any additional goods or services are required, which are not included in the plan guarantee, the funeral director will charge for these as appropriate.

6. Payment by instalments

6.1. You can pay a deposit or instalments towards a Funeral Plan but no agreement for the provision of a Funeral Plan shall come into force and no Funeral Plan Guarantee shall be issued until the Trust has received the full plan price. Any prices indicated in respect of any instalment option as set out in any instalment plan confirmation are estimates only and the full Funeral Plan price will be the price of the selected plan prevailing at the time of the final payment unless agreed otherwise. Please note that it will usually cost more to pay by instalments over a period than it would to make a single payment at the start. You shall be entitled to a refund of all instalments paid less administration costs (as detailed in the instalment plan confirmation) where you notify FPS that you do not wish to proceed. No interest or investment returns on payments made shall be payable in respect of any payments received.

6.2. If you die before the plan is fully paid FPS will deduct the administration costs and pay the funeral director, or refund to you (or your estate where applicable), the balance of any payments received.

7. Your right to cancel

7.1. You may cancel the Funeral Plan at any time before the funeral by returning the original Funeral Plan Guarantee Certificate to FPS with your instructions in writing. Once the funeral service has been provided through the Funeral Plan, the Funeral Plan cannot be cancelled.

7.2. If the Funeral Plan is cancelled FPS will deduct the administration costs as specified in the Funeral

Plan Guarantee and refund to you the balance of any payments received, except that if you notify FPS within one month of your application being accepted your payment will be refunded in full. No interest or investment returns on payments made shall be payable in respect of any refund.

7.3 Unless otherwise agreed any refunds shall be paid to you, the person purchasing the Funeral Plan.

7.4 FPS' liability for any delay in performing or any failure to perform any of our obligations in relation to the provision of funeral services shall be limited to the excess (if any) of the cost to you in the least expensive available market of similar services to replace those not performed over the Funeral Plan price. This does not affect your statutory rights.

8. If you have a complaint

8.1 If you have a complaint about FPS please contact FPS in the first instance and we will endeavour to resolve the matter. If your complaint cannot be resolved by FPS you may refer it to the Funeral Planning Authority ("the FPA"). FPS is required to comply with the FPA Code of Practice for funeral plan providers and to co-operate with the FPA complaints and disputes procedure. A copy of the FPA Code of Practice is available from FPS or can be viewed on www.funeralplanningauthority.com

8.2 If you have a complaint about the services provided by the funeral director please contact the funeral director in the first instance. If your complaint cannot be resolved by the funeral director, he or she will refer you to the relevant authority or FPS will advise you accordingly.

9. Data Protection

FPS will use the personal information supplied by you for the purposes of processing the application, arranging for the funeral, administration and statistical analysis. FPS will disclose this information to the funeral director solely for these purposes. From time to time FPS may also pass this personal information to those who provide services to FPS so that they process the information on FPS's behalf.

10. Miscellaneous

10.1. The agreement between you and FPS consists of the application form and these terms of sale. The terms cannot be varied unless agreed and signed by FPS and you.

10.2 The Trust's obligations are limited to the Funeral Plan Guarantee only (which is issued separately) and these terms shall impose no obligations nor give any rights to any funeral directors.

10.3. The Funeral Plan Guarantee is personal to you and cannot be sold or used as security for a loan.

10.4. The price of the Funeral Plan excludes VAT (funerals are not currently subject to VAT) or any other tax which may be introduced in the future.

10.5. If there is any dispute English law will apply and shall be subject to the non-exclusive jurisdiction of the English Courts.

10.6 Except as otherwise provided nothing in these terms shall confer on any third party benefit or the right to enforce any terms of this agreement.

10.7. These terms of sale apply to Funeral Plans purchased from 1 July 2007 and replace any prior dated terms.



All marketing and distribution of the Legal & Financial Guaranteed Funeral Plan is conducted by

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