



Terms & Conditions

October 2020 Onwards



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Terms & Conditions

1. Introduction

Our Prepaid Funeral Plans are an Agreement between ourselves and our Planholders. This document is intended to explain how our Prepaid Funeral Plans work and sets out the terms and conditions which forms that Agreement with our Planholders.

2. Glossary of Terms

'We' or 'Us' or 'Our' refers to Empathy UK Funeral Plans Ltd. Our contact details are set out at the end of this document.

'You' or 'Your' or 'Applicant' means the person applying for the Plan.

'Application' means the Application form you have completed and either returned by post, submitted online via a website or completed over the telephone.

'Agreement' means the agreement between us made up of the Application, the Funeral Plan Schedule and these Terms & Conditions;

'Plan' means the Funeral Plan you have chosen, as governed by the Agreement;

'Funeral Plan Schedule' means the schedule setting out all the details of your Plan, which we will send to you once we have received your Application for the Plan.

'Certificate' means the document confirming details of your Plan and the recorded name and address of the Planholder;

'Planholder' means the person named in the Funeral Plan Certificate whose funeral is covered by this Plan.

'Nominated Funeral Organiser' means your Personal Representative(s) after your death, as defined by the Administration of Estates Act 1925.

'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.

'Special Requests' means any personal wishes as to how you would like your funeral performed which have been notified to us in your Application, Special Requests Form, by email, in writing or over the telephone.

'Special Requests Form' means the form, which we will send to you after we have received your Application for the Plan as part of your Planholder Documents, which allows you to notify us of any alternative or additional Special Requests.

'Price' means the total amount payable by you to us in respect of the Funeral Director charges or any funeral costs indicated as in the Agreement.

'Plan Fee' means any money paid from you to us in respect of this agreement, not including any instalment charge, administration fees, banking fee or collection fee where applicable.

'Instalment Charge' means the additional payment included in the price of any Plan where instalments are being paid over a term of 13 months or more. Plans paid within 12 months or less do not incur any instalment charges.

'Inflation' means a change in the general level of prices for goods and services measured as an annual percentage increase or reduction in line with the Retail Prices Index.

'Trust' means the 'Empathy UK Trust' - an independent Trust Fund set up to protect Plan funds on behalf of Planholders.

'Cancellation fee' refers to the administration fee we may charge you upon cancellation of your Plan.

3. Payment

3.1. As the purchaser of the Plan, the rights and benefits set out in this Agreement accrue to you and you are responsible for making payments to us in accordance with this Agreement. If you have named a different person as the Planholder on the Application, the rights and benefits set out in the Agreement will nevertheless accrue to you and not to the Planholder.

4. What the Plan Covers

4.1 Subject to these Terms & Conditions, and as set out below, details of the services guaranteed by your Plan are set out in the Funeral Plan Schedule document (provided upon purchase). Once you have fully paid the amounts set out in the Plan, we promise to cover these goods and services at no further charge to your Nominated Funeral Organiser.

4.2. Your Plan covers the services of the Funeral Director to provide the goods and services described in your Agreement after receipt by us of the Application. If any of the goods or services, which are to be directly provided by the Funeral Director are not available at the time of the funeral, we will attempt to provide a reasonable alternative at no further charge, but refunds will not be given.

4.3. If your Nominated Funeral Organiser does not agree to the alternative arrangements, or if the Funeral Director cannot for any reason perform your funeral, where possible we will appoint an alternative Funeral Director for you. No refunds will be given under these circumstances.

4.4. If your Nominated Funeral Organiser does not wish to use the appointed Funeral Director please call us or inform us in writing at the address shown at the end of this document and we will endeavour to accommodate your wishes. Please note that we reserve the right to appoint a different or new Funeral Director to carry out your chosen funeral for any reason. We will inform you if we do so.

5. Change of Address

5.1. The Plan provides for the Planholder's funeral to be carried out by the Funeral Director. You must notify us in writing at the address shown at the end of this document of any permanent change of address so that, if appropriate, we can appoint an alternative Funeral Director for you.

6. Cremation Services

6.1. If you choose or have chosen a cremation funeral as part of your Plan the price you have paid for your Plan will cover:

- The cremation 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 Funeral Director. The cremation fee does not include any additional charges made by the crematorium e.g. any cost payable to the crematorium for use of an organist or extra time in the Chapel.
- The Minister of Religion or an Officiant's fee, equal to the amount paid for a standard funeral service at the crematorium or cemetery as listed in the Church of England Table of Parochial Fees. In the unusual event that the Minister or Officiant charges more than this amount, then you or your Nominated Funeral Organiser will be responsible for paying that additional amount to the Funeral Director.

7. Burial Funeral

7.1. If you require a funeral with burial, your Funeral Director will arrange certain services which are provided by third parties, for example, the provision of a burial plot, digging a new plot or opening an existing grave, and cemetery fees and fees for a Minister of Religion or Officiant may also be payable. However, as the cost of these services varies widely throughout mainland Great Britain and Northern Ireland, your Plan does not guarantee to cover these costs.

7.2. With the exception of the Direct Cremation Plan, your Plan contains a contribution towards these burial costs and other third party costs. The current rate is £1,000 within the Direct Burial, Essential, Essential Plus and Elite Plans, or £1,250 within the 'Exclusive' Plan. This amount will rise in line with inflation. We will advise your Nominated Funeral Organiser of the value of the burial contribution at the time of arranging the funeral.

7.3. If the contribution towards burial costs does not cover the actual burial costs in full, your Nominated Funeral Organiser will be required to pay the additional sum prior to the funeral.

8. What the Plan Does Not Cover

8.1. The Plan includes the services described in the Funeral Plan Schedule, which forms part of the Agreement. The cost for other services, for example a memorial, headstone, flowers, and catering are not included in the Plan. If you have purchased an Essential Plus, Elite or Exclusive Plan and you would like to make a provision for services not already included in your Plan, you may do so by making a contribution towards these costs. We will make sure the value of any contribution increases in line with inflation, however, if that contribution does not cover the current rate for those goods or services, you or your Nominated Funeral Organiser must pay the difference between the value of your contribution (adjusted for inflation) and the actual cost prior to the funeral.

8.2. Any fees payable to doctors or a Coroner for the issue of death or cremation medical certificates, or Coroner's certificates, are not included in your Plan and, if they are charged for, they will need to be paid for separately at the time of the funeral.

8.3. The cost of removal of specialist medical devices such as pacemakers, which must take place prior to cremation.

8.4.. There are a number of common special requests which incur additional costs which are not included in the Plan. These might include (but are not limited to):

- an additional charge for conducting the burial, cremation or funeral service on a weekend or public holiday
- a religious service, or other service where the venue charges for the use of that venue
- heating, an organist, choir, etc
- if the crematorium charges extra for music, choir or an organist, or any other services (including any levies)
- headstones, horse drawn hearse, woodland burial etc.
- flowers
- wake

9. Your Special Requests

9.1. You may ask for special requests or any changes to your plans for your funeral, but please note that if you have chosen a Direct Cremation Plan, special requests do not apply. Special requests for Essential Plans are limited solely to preferences regarding the actual funeral service itself. If special requests incur additional costs they will fall outside the Plan and will not be covered by the price. Once you have notified us of any special requests, depending on the nature of your request, we may also send you a Special Requests Certificate confirming these special requests have been recorded within your Plan. Your special requests will be used as a guide for your Nominated Funeral Organiser and the Funeral Director. If you have any queries please contact us.

9.2. There are a number of common requests which will not incur additional costs which are not included in the Plan. These might include (but are not limited to):

- requesting the playing of specific music
- requesting specific readings, poems etc.
- choice of Crematorium for Essential Plus, Elite and Exclusive Plans
- donation requests

10. Extra Charges

10.1. Save in respect of any service specified as paid for in the Agreement, the Funeral Director may charge reasonable extra amounts for the following requirements:

- the removal of mechanisms such as pacemakers (which must be removed before a cremation)
- any doctors' or Coroners' fees that the Funeral Director is asked to pay on your behalf
- providing a funeral which is not a normal funeral service
- conducting the funeral, burial or cremation on a weekend, at an unusual hour or public holiday
- any adjustments to prices that reflect the additional cost to us of any change in regulations, tax, laws or generally accepted practice, and affect the conduct of the funeral.
- extra time in the Crematorium over and above the allotted time.

11. Repatriation and Transport

11.1. This Plan does not cover the costs of repatriation from outside mainland Great Britain or Northern Ireland to the Funeral Director. The arrangement and costs will need to be borne by your Nominated Funeral Organiser. Your Plan will activate once the Planholder is within 25 miles of the chosen Funeral Director.

12. Care of Your Money

12.1. Your Empathy UK Funeral Plan fund payments are paid into the 'Empathy UK Trust', a completely independent and secure Trust Fund set up to meet the requirements of Articles 50 and 60 of the Financial Services and Markets Act 2000 (and therefore complies with FCA regulations). The Trust is run by a Board of Trustees who are supported by key professionals including FCA regulated fund managers and IFoA and FRC regulated actuaries. The Trust is not profit making and its sole purpose is to safeguard the future provision of funeral costs. Payments are made out of the Trust for funerals when they are performed.

13. Instalment Payments

13.1. If you choose to pay for your Empathy UK Funeral Plan by instalments the Trust does not have all the money to invest at the Plan inception, therefore the following rules apply.

13.2. If the Planholder dies before all of the instalment payments for the Plan are paid, but more than 75% of the Plan Fee has been paid, we will provide the funeral in accordance with this Agreement. However, your Nominated Funeral Organiser will be responsible for paying the

outstanding instalments due before the time of the funeral. If your Nominated Funeral Organiser does not pay the outstanding instalments before the funeral, we will return the Plan Fee paid to date, to your Estate, less a cancellation fee (which is as advertised and prevails at the time of cancellation).

13.3. If the Planholder dies before all of the instalment payments for the Plan are paid, but less than 75% of the Plan Fee has been paid, the Plan may be deemed cancelled. In this instance the Plan Fee paid to date will be returned to your Estate, minus a cancellation fee (which is as advertised and prevails at the time of cancellation).

13.4. If you fail to pay all of your instalment payments or if any instalment is not paid within 30 days of its due date, the price agreed in your Plan may be considered lapsed as part of this agreement. However, provided that the Plan has not been cancelled, you or your Nominated Funeral Organiser may request, and we may agree, to arrange for the funeral to be carried out by a Funeral Director appointed by us. The cost of the funeral will be charged at the Funeral Director's then current market rate and any shortfall will have to be paid, prior to the funeral, by your Nominated Funeral Organiser.

13.5. For these purposes the value of the Plan Fee payments made will be increased annually in line with inflation, from the date on which the Price has lapsed to the date of the funeral. Your Nominated Funeral Organiser will be liable to pay the difference between the amount of Plan Fee paid (subject to inflation) and any outstanding amount prior to the funeral.

13.6. If any instalment is not paid within 30 days of its due date and the Plan has not been cancelled, you may reinstate the Plan by restarting payment. However, the total Plan Price may be increased to the current price of the Plan you have chosen. We will take account of payments already received, increased by inflation from the date of the last payment and we will adjust future instalments accordingly.

13.7. You can ask to take 'Payment Holidays' for up to 6 months, but only once at least 50% of the total price of the Plan has been paid and 12 consecutive instalments have been received. 'Payment Holidays' are granted at the sole discretion of Empathy UK Funeral Plans and may be subject to an increase in the current Plan price in accordance with 13.6 above.

13.8. You can 'Top Up' your payment plan by making surplus payments at any time. We will not charge any penalty fee if you choose to do this and you may request that we adjust future instalments accordingly.

13.9. You can request repayment of all or part of your Plan Fee at any time. If your request is for part repayment your Plan may remain open. If your request will leave less than the prevailing cancellation fee against your Plan balance and in the absence of any other written agreement, we reserve the right to consider your Plan cancelled and in accordance with Section 15.

13.10. Repayment of any funds will be granted at our discretion and in order to protect and preserve the integrity of the Empathy Trust Fund, repayments will not be granted when, in any 12 month period the total withdrawals from the Trust will exceed 10% of the total Trust balance, or exceed £150,000.00, whichever is the lower amount. We retain the right to review and adjust these provisions at any time and retrospectively apply them.

14. Cooling Off Period

14.1. You have a 33 day "Cancellation Period" or "Cooling Off Period" from the day you make your initial deposit payment to decide that the arrangements you have made meet your requirements and that you do not wish to cancel your Plan. If you wish to cancel your Plan within this period we will return to you all monies you have paid us in relation to the plan within 30 days of receiving notice, not including instalment charges, banking fees, or collection fees (if applicable).

15. Cancellation

15.1 If you do decide to cancel your Plan, you must:

- Notify us by completing and returning the cancellation form entitled “Cancellation Form” which will be included within the Planholder Booklet; or
- Otherwise notify us by post or by email to the contact details below.

15.2 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 may be additional security questions where the Plan is cancelled by email.

15.3. Cancellation after 33 days/the Cooling Off Period

15.3.1. If you have chosen to pay for your Funeral Plan with a single payment we will retain a cancellation fee (which is as advertised and prevails at the time of cancellation) and return the balance to you within 30 days of the cancellation being acknowledged.

15.3.2. If you have chosen to pay in 12 monthly instalments or the low cost monthly instalments extending up to 15 years, we will retain any monies paid up to the current advertised cancellation fee value and return the balance of the Plan Fee you have paid us, not including instalment charges, banking fees, or collection fees (if applicable), within 30 days of the cancellation being acknowledged.

15.4 Unused Plans

In the event that the Plan is not used 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. Any refund will be made to the person who originally paid for the Plan or to the Planholder’s Estate in accordance with the terms set out in section 15.3 above. Cancellation requests made over 90 calendar days from the Planholder’s date of death will not be considered for return of funds.

15.5 Empathy UK Funeral Plan’s Rights to Cancel

Empathy UK Funeral Plans may cancel your Plan by giving notice to you at any time if:

- An instalment or balance remains unpaid more than 30 days after it is due
- The funeral is to be conducted outside mainland Great Britain or Northern Ireland
- If a funeral provision is required within 2 years (730 days) from the date the Plan was opened we reserve the right to cancel the Plan.

15.6. If we cancel the Plan we will refund any Plan Fee paid, less a cancellation fee (which is as advertised and prevails at the time of cancellation), and we will have no further obligations to provide the benefits set out in the Plan. The Plan is designed to cover funeral costs and is not an investment product, and we will not pay interest on money refunded.

16. Discounts & Promotional Offers

If the Planholder dies within 60 months of the Plan start date and discount at the point of sale was in excess of 10%, we reserve the right to request a refund of any additional amount above 10%.

17. Value Added Tax (‘VAT’)

17.1. VAT is not currently charged on a funeral service, however, if VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, you or your Nominated Funeral

Organiser must pay the VAT or additional tax prior to the funeral. If you are paying for any Special Requests as part of your Plan, then any third party suppliers who provide those goods or services may charge VAT, and the price quoted will include this element.

18. Other

18.1. The Funeral Plan is personal to the named Planholder but can be transferred to another person upon written request from the Planholder, and subject to approval by us.

18.2. We reserve the right to change the Funeral Director named in the Plan.

18.3. If for any reason outside of our control or that of the Funeral Director any element of the Funeral arrangements cannot be provided, we cannot be held responsible and no refund of any fee for the respective aspect will be made.

18.4. The Plan is designed to cover funeral costs and is not an investment product, and we will not pay interest on money refunded.

18.5. In the unlikely event that these Terms & Conditions are amended, written notification will be provided.

19. The Agreement

19.1. Once we have confirmed your Application for the Plan, the following documents all make up the Agreement:

- Your Application (which may be an audio recording or physical application form)
- The Funeral Plan Schedule
- Your Planholder Booklet containing these Terms & Conditions.

19.2. Please keep these documents in a safe place for the attention of your Nominated Funeral Organiser. You are advised to discuss your funeral arrangements with the person who will be your Nominated Funeral Organiser and to give them to Nominated Funeral Organiser's Booklet that accompanies your Planholder Booklet.

19.3. These documents together make up the Agreement concerning your funeral arrangements. Anything which is not documented in writing in the Agreement will not be effective. If there is any ambiguity between the documents, the terms set out in this document take precedence over the others. English Law shall apply to this Agreement.

19.4. If anything in this Agreement is invalid or unenforceable, then this Agreement will be interpreted as if that part were modified or deleted to make it valid and enforceable, and the rest shall remain in force. If we fail to exercise or delay in enforcing our rights (such as our right to cancel the Plan in the event of unpaid instalments), such failure or delay will not restrict our rights to do so, and a waiver of any such rights or of any breach of any term will not be deemed to be a waiver of any other right or any later breach.

19.5. You may propose a change to the Plan, but no change will take effect unless it is agreed in writing. If you wish to change your Plan then this will take effect through a new Agreement.

19.6. The Agreement is personal to you and may not be assigned (transferred) or made the subject of any Trust, mortgage or charge given as security for any obligation to any third party. Only you or your Nominated Funeral Organiser is entitled to claim the rights or benefits set out in this Agreement. The Funeral Director may not claim the rights or benefits set out in this Agreement. Otherwise, no other person (including the Planholder or their Nominated Funeral Organiser) has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any other rights these people may have.

19.7. These Terms & Conditions apply to Empathy UK Funeral Plans.

20. Refer a Friend Promotional Offer

20.1. The 'Refer a Friend' promotional offer is available to customers who purchase a Funeral Plan from Empathy UK and successfully refer a friend who also purchases a Funeral Plan from Empathy UK.

20.2. A successful referral is a referral that results in the sale of a Funeral Plan where payment is completed and the 33 day cooling off period has expired.

20.3. Referrals that do not use the 'Refer a Friend' form or do not request the 'Refer a Friend' offer on the telephone will not qualify for the reward.

20.4. Referral links can be shared by any means, including online, and there is no limit on the number of referrals that can be made by any individual referrer.

20.5. This offer cannot be used in conjunction with any other offer and Empathy UK reserves the right to withdraw or amend the structure or terms of the offer at any time, including if, in our opinion, the offer is being abused. Any decision made by Empathy UK with regards to this offer will be final.

21. How To Make A Complaint

21.1. 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 their utmost to ensure any complaint is dealt with as quickly and efficiently as possible.

Contact details are as follows:

Empathy UK Funeral Plans Ltd
Stafford Court, 145 Washway Road, Manchester M33 7PE
Telephone: 0345 200 3218
Email: admin@empathyfuneralplans.co.uk

22. Company Registration

22.1. Empathy UK Funeral Plans Ltd is a company registered in England & Wales Company Number 10891616. Our registered Office is 1 City Road East, Manchester M15 4PN

23. Data Protection

23.1 Your information is safely held by us and won't be resold or used for any purpose not associated with your Empathy UK Funeral Plan without your expressed permission. Empathy UK Funeral Plans Ltd are registered under the Data Protection Act 2018, our registration number is ZA308986.



Direct Debit Guarantee

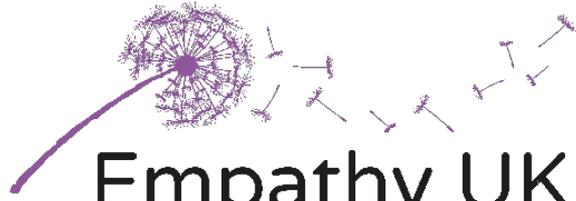
This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, Empathy UK Funeral Plans will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Empathy UK Funeral Plans to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by Empathy UK Funeral Plans or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Empathy UK Funeral Plans asks you to.

You can cancel a Direct Debit at any time, by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.





Empathy UK

Prepaid Funeral Plans

We're here to help

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Stafford Court
145 Washway Road
Manchester
M33 7PE

 0345 200 3218

 admin@empathyfuneralplans.co.uk

 empathyfuneralplans.co.uk

Empathy UK Funeral Plans Ltd, Stafford Court, 145 Washway Road, Manchester M33 7PE

Your information is safely held by us and won't be resold or used for any purpose not associated with your Empathy UK Funeral Plan
Empathy UK Funeral Plans Ltd are registered under the Data Protection Act 2018, registration number ZA308986

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