



# DIGNITY

FUNERALS LIMITED

## DIGNITY FUNERAL PLANS TERMS AND CONDITIONS

### Dignity Prepaid Funeral Plans

These **terms and conditions** apply to Dignity Funeral Plans with effect from 24<sup>th</sup> March 2025. Please read through this document and all other documents that make up your funeral **plan**.

### Introduction

We are Dignity Funerals Limited ("Dignity"). Registered office: 4 King Edwards Court, King Edward Square, Sutton Coldfield, West Midlands B73 6AP. Company number: 00041598. Dignity Funerals Limited are authorised and regulated by the Financial Conduct Authority under registration number FRN 967130. You can check this on the Financial Services Register by visiting the FCA's website: [www.fca.org.uk/firms/systemsreporting/register](http://www.fca.org.uk/firms/systemsreporting/register).

We are a provider of funeral plans, and we only offer our own funeral plans.

References to "we", "our" or "us" include ourselves and any person we transfer our rights and obligations under the **plan** to.

References to "you" and "your" means the person named as a customer in the **funeral plan schedule** and includes your personal representatives and anyone who takes over your legal rights and duties under the **plan**.

The words shown in bold print are defined in the glossary near the end of these **terms and conditions**. The glossary also sets out rules that apply when interpreting the terms of your **plan**.

### About your plan

Your **plan** is made up of the following:

- The **funeral plan schedule**
- The **funeral plan summary**
- The **terms and conditions**; and
- Any other document which you and we agree forms part of the **plan**, for example if we agree to include any **special wishes** within the **plan**.

If there is any inconsistency between the **terms and conditions** and the **funeral plan summary**, the terms set out in the **funeral plan summary** will take precedence, to the extent of the inconsistency.

### Who can buy a plan

Unless we tell you otherwise at the time you apply, the **plan** is available to anyone who is aged 18 or over and a resident within the **covered area** at the time you apply.

### What your plan does and doesn't include

You will not receive advice or a recommendation from us for funeral plans. We will ask some questions to help you understand what we offer. You will then need to make your own choice about how to proceed.

Your **plan** covers a range of services. A summary of the key services specific to your **plan**, included and not included will be listed on the **funeral plan summary**. Other services may also be covered or subject to limitations. These are detailed within these **terms and conditions**.

If services not included from your chosen **plan** are required at the time of need, then these will have to be paid for by some other means. In addition to this, you may have paid contributions towards **special wishes** which are not guaranteed as part of your **plan**. These are subject to our agreement and are documented on the **funeral plan details**.

### Services covered by the plan

These features should be read in conjunction with those stated on your **funeral plan summary**.

- **Funeral Director's** services for coordinating and managing the provision of the funeral.
- Support from our UK-based client service centre, to answer any questions you may have about your **plan** or the funeral service.
- Portable anywhere within the **covered area** at no additional cost.

Please note, if you select a cremation and you are able to select the crematorium, but you do not do so, we can select the crematorium to be used. Usually this will be a crematorium which is near to the **funeral director** and which the **funeral director** normally uses.

### Services which are not included, or which are subject to limitations or other conditions

These should be read in conjunction with those stated on your **funeral plan summary**.

Please also note that your **plan** does not cover the following, but you may have added or be able to add a contribution towards them (if this is the case, please refer to the **funeral plan details** for further information):

- A burial plot.
- Headstones - either the purchase of a new headstone or the costs associated with the removal or resurrection of headstones.
- Scattering of ashes at a crematorium different to where the cremation took place.
- Scattering of ashes witnessed by the **funeral director**, family or friends.
- Providing a funeral outside the **covered area**.
- Providing a funeral not covered by your **plan**.
- Conducting a funeral on a weekend or public holiday, or at an unusual hour.
- A funeral involving a religious or other service which includes charges related to use of the venue, heating and lighting, an organist, choir or other features which come at an extra cost.
- Transportation of the deceased more than 50 miles from the **funeral director** to the service and crematorium/burial site. If the deceased needs to be transported across a longer distance restrictions may apply (see "Our right to end your **plan**" section).
- Where the crematorium charges extra for music, an organist, choir or other features which come at an extra cost.
- Any additional costs as a result of changes in law, regulation, tax or funeral practice in the **covered area**, and which affect the conduct of the funeral.
- Any out-of-the-ordinary costs of transporting the deceased and/or the funeral party, for example if the funeral route involves toll roads.

If the cost of the service is greater than the contribution provided the outstanding balance must be paid by other means.

### The Dignity Promise

Normally the **plan** will only cover the services included in the **plan** as detailed on the **funeral plan summary** and the contributions towards **special wishes** (not the **special wishes** themselves) as documented on the **funeral plan details** once the **plan** has been paid in full. Subject to the following conditions being met, the Dignity Promise means we will cover the services detailed in the **funeral plan summary** and any contributions towards **special wishes**:

1. The funeral **plan** is payable by 13 monthly instalments or more.
2. All payments at the time of death are up to date
3. The **covered individual** dies after 12 months following the enrolment date, or within the first 12 months as a result of **accidental death**.

If at the time of death all payments are not up to date, the Dignity Promise will still apply if all missed payments are paid in full. Otherwise, if either payments are not brought up to date, or any of the other conditions are not met, the outstanding balance must be settled in full before we will deliver the funeral **plan**.

### How do I pay?

You can pay for the **plan** by either:

- Paying the full amount of the **plan** up front, in which case we will take payment before setting the **plan** up.
- Spreading the cost by monthly instalments, subject to the **plan** being fully paid by the time you or the **covered individual** reach their 85th birthday. Other restrictions may apply.

The **funeral plan schedule** will set out the number and amount of each monthly instalment.

You must pay the monthly instalments in full and on time, as set out in the **funeral plan schedule**. We will tell you about your due date for payment each month when we confirm your Direct Debit has been set up. We will contact you if you miss a payment.

We have the right to end your **plan** if you miss the equivalent of two or more consecutive payments. See more details in the section, "Our right to end your **plan**".

You may have to pay other taxes or costs that are not imposed by us, or paid through us.

### Making changes to the plan

Once the **plan** has been set up, you or we can change the **plan** in the ways set out below.

#### Change of contact details

You must tell us as soon as possible if you or anyone named on the **plan** change address or any other contact details (such as telephone number or email address), and give us the new details in full.

#### Change what services are covered by your plan

You can ask to change your chosen **plan**. We will tell you what effect the change has on the amount you must pay under the **plan**, and what services will be provided under your new **plan**. We will ask you to agree to the changes to your **plan** before proceeding. If you agree, we will confirm when the changes take effect.

### Change your **special wishes** and contributions

At any time prior to the **covered individual's** funeral, you can contact us to add or change any **special wishes** on your **plan**.

If any of the **special wishes** are likely to incur an additional cost, we can estimate what this is (including VAT where applicable). The estimate will be based on the cost to provide those **special wishes** at today's prices.

If your chosen **plan** allows, you can make a contribution towards the cost of the **special wishes**. This contribution will rise in line with **CPI** whilst the **plan** remains active. **Special wishes** and contributions made towards them will be listed in the **funeral plan details** document.

Contributions towards **special wishes** do not guarantee the services will be provided at the time of need, and if the cost of providing the **special wishes** at the time of the funeral is more than the contribution you made plus **CPI** or no contribution has been provided, the remaining balance will need to be paid at the time of the funeral.

If however, the cost of providing the **special wishes** is less than the contribution you made excluding **CPI** any surplus would be refunded.

### Change your **funeral director**

Once we set up your **plan**, unless you have already nominated a **funeral director**, we will select a **funeral director** from within our network (restrictions may apply, see "Our right to end your **plan**" section). The **funeral director's** details will be documented on the **funeral plan schedule**.

The **plan** will only cover the fees of a **funeral director** who is owned or approved by Dignity Funerals Limited. If at the time of death a **funeral director** who is not owned or approved by Dignity Funerals Limited is used to deliver the funeral, the **plan** will need to be cancelled.

We can change the **funeral director**, if the nominated **funeral director** is unable to provide the services covered by the **plan**, or we believe this might be the case. We will let you know if we change the **funeral director** and will give you the new **funeral director's** details. There will be no additional cost to you if this happens.

If we need to appoint a new **funeral director** because the **covered individual** has changed address outside of the existing **funeral director's** area, then we may have to amend the **plan** and there will be no additional costs to you if this happens (restrictions may apply, see Our right to cancel section).

### If we change the services we agreed to provide

In exceptional circumstances, there may be times when we have to suggest alternative arrangements to all or part of the services we have agreed to provide. We will let you or the person overseeing the funeral know if this happens.

If we are unable to provide all or part of the services because of circumstances outside our control (such as war, terrorism, civil disturbance, pandemic, epidemic, or restrictions imposed by national or local government), we will discuss reasonable alternatives with you or the person overseeing the funeral. These may include postponing or restricting the services, or changing where the funeral is held.

We will take reasonable steps to ensure that any alternative arrangements do not result in additional cost but if this is unavoidable and you or the person overseeing the funeral agrees to the alternative arrangements, the additional cost will not be covered by the **plan** and will have to be paid for by other means.

If we are unable to provide part of the services for any other reason, we can propose an alternative of at least equal quality at no further charge.

If you or the person overseeing the funeral do not agree to the alternative arrangements in any of the situations explained above, we may cancel the **plan** as per the "Cancellation" section of these **terms and conditions**.

### If we change the cost of your plan

We may have to change the cost of some or all of the services we provide under your **plan**. Normally in these circumstances, we will not change how much you have to pay under your **plan**. However, we can change the amount you have to pay under your **plan** if we reasonably have to make changes due to:

- Changes in taxation. For example, funeral services are not currently subject to VAT. If VAT is introduced and applies to funeral services, and if this affects your **plan**, we will have to charge this as part of the **plan**; or
- Changes in law or regulation – for example, if we have to take additional steps or provide services in order to comply with new legal or regulatory requirements.

If we have to change the cost of any services provided as part of the **plan** for any of the reasons above, we will make sure that the change is proportionate and reflects our actual increase in costs. We will notify you of the change in the cost of your **plan** and how this affects your payments. If you are unhappy with the change, you can end your **plan** and we will issue a refund as per the “Cancellation” section of these **terms and conditions**.

### Other changes

This section applies to changes that do not fall within any of the other sections set out above. We can change the terms of the **plan** at any time, as long as it is reasonable for us to do so in order to:

- Make them easier to understand or fairer to you;
- Reflect reasonable changes in our business or the technology we use, including if we merge with another organisation or transfer our rights and obligations under the **plan** to someone else;
- Reflect changes in law, regulation or tax. Where these affect the price of your **plan**, please see the section, “Changing the cost of your **plan**”; or
- Take account of any relevant instructions, orders or guidance from a court, ombudsman or regulator.

We will tell you about these changes before they take effect.

### How long does the plan last?

Your **plan** will continue indefinitely, until one of the following happens:

- You cancel it, as explained in the section, “Cancellation”;
- We bring the **plan** to an end, as explained in the section, “Our right to end your **plan**”; or
- The **covered individual** dies and we provide the services covered by the **plan**.

### Cancellation

You have a right to cancel your **plan** at any time, without giving us any reason and request a refund, less any **cancellation fee**, where applicable.

If you do decide to cancel the **plan**, you must notify us either, in writing, by telephone, by visiting us in branch, by visiting our website ([dignityfuneralplans.co.uk/cancellation](http://dignityfuneralplans.co.uk/cancellation)) or by email (see “How to reach us”).

Any notification of cancellation should specify all of the following details: (i) the **plan** number; (ii) the full name and address of the **covered individual** (iii) the **covered individual's** date of birth; and (iv) a telephone number and/or email address for contact purposes should there be any issue with the cancellation. We might also ask you some other questions, for security.

Upon receiving your notice of cancellation, we will refund all the money paid less any **cancellation fee**, where applicable, within 30 calendar days of us receiving your notification. For



the avoidance of doubt, where your **plan** was previously held by another provider, the refunded sum shall be capped at the amount of money received by us in relation to the **plan** from your previous provider plus any subsequent payments made directly by you to us.

For security reasons, if we have not heard from you for some time or we have attempted to contact you but our correspondence has been returned or marked as undeliverable, we may need to ask you to provide more information before we can process your request.

#### Our right to end your **plan**

We have the right to end your **plan** if any of the following events occurs:

- We have asked you for information we reasonably need to meet our legal and regulatory obligations, or to enable us to provide the **plan**, and you do not provide this within a reasonable period;
- You die before the **covered individual** and no other individual has agreed to replace you on the **plan**;
- You miss the equivalent of two or more consecutive monthly payments, and you have not paid the amount outstanding within 10 working days of our request for payment;
- We discover that you knowingly provided incomplete, inaccurate or misleading information that we relied on when considering whether to provide your **plan**, and if we had received complete and accurate information, we either would not have offered you the **plan**, or we would have not offered it on the same terms;
- We discover or reasonably suspect fraud or some other criminal activity connected with your **plan**;
- Funeral **plan** provider failure and we are unable to transfer your plan to another funeral **plan** provider;
- We are instructed to end the **plan** by a court, ombudsman or regulator; or
- If the **covered individual** is greater than 50 miles from the **funeral director** either at the time of need or due to any reason stated within the 'Changing your **funeral director**' section above, unless we agree to this and subject to the availability and discretion of the **funeral director**. If agreed, you may need to pay for the additional transport required over and above the 50 miles covered by the funeral **plan**.

If we end your **plan**, we will issue a refund as per the "Cancellation" section of these **terms and conditions**, unless we are prohibited from doing so for legal reasons or due to instructions given to us by a court, regulator or law enforcement body or in the event of funeral **plan** provider failure (see "Our right to transfer the **plan**" section).

#### Reinstating a **plan** after it has been cancelled or ended

It is not possible to reinstate a **plan** once it has been cancelled or ended. We may however be able to agree a new **plan** with you based on your demands and needs at that time.

Your new **plan** may be more expensive due to changes in our pricing and/or changes in the cost of providing funeral services since the date your original **plan** was set up.

#### How to reach us

If you need to get in touch for any reason – to ask us a question, change or cancel your **plan**, you can:

- Call us on: **0800 028 3124**
- Email us at: **planinfo@dignityfuneralplans.co.uk**
- Write to us: **Dignity Funerals Limited, 4 King Edwards Court, King Edward Square, Sutton Coldfield, West Midlands B73 6AP**

### How to complain

We pride ourselves on our service, so we hope you never have cause to complain. But if you ever do, we promise to take it seriously and respond quickly and fairly.

First, get in touch with our Complaints Resolutions team. You can reach them:

- Call us on: **0800 731 0655**
- Email us at: **complaints@dignityfuneralplans.co.uk**
- Write to us: **Dignity Funerals Limited, 4 King Edwards Court, King Edward Square, Sutton Coldfield, West Midlands B73 6AP**

They'll do their best to make things right. But if you're still not happy after that, you can take things further by complaining to the Financial Ombudsman Service.

You can reach them:

- By phone: **0800 023 4567**
- By email: **complaint.info@financial-ombudsman.org.uk**

### Financial Services Compensation Scheme

In the unlikely event Dignity Funerals Limited is not able to meet its obligations and is unable to pay claims made against us, for instance in the event we stop trading or become insolvent, you (or your estate) may be entitled to compensation from the Financial Services Compensation Scheme. Your entitlement will be dependent on the circumstances of the claim. Further information can be found by contacting the Financial Services Compensation Scheme:

- Telephone: **0800 678 1100**
- Online: **www.fscs.org.uk**

### General terms

#### Refunds

If we refund any amount, we will attempt to pay this to the person(s) the payments were received from, via the same payment method(s) in which they were received.

#### Our right to transfer the plan

This **plan** is personal to you and you cannot assign, transfer or make this **plan** the subject of any trust or security.

By entering into this agreement you confirm that we can assign and transfer all our rights and obligations under the **plan** to another person who we reasonably believe is able to perform our outstanding obligations under the **plan**. This includes in the unlikely that our business fails and we need to transfer your **plan** to another funeral **plan** provider.

If we are unable to continue to provide your **plan** or transfer your **plan** to another funeral plan provider, your **plan** will be cancelled. We will write to you (or your next of kin if you have passed away) to notify you and to arrange a refund of the monies paid by you. How we refund monies is set out in the section above.

#### Enforcing our rights

If we do not enforce our rights under the **plan**, or delay in doing so, this will not restrict our ability to enforce those rights now or in the future.

### Separate terms

Each term in your **plan** is separate from the others. This means that if one or more term becomes illegal or unenforceable, this will not affect the other terms. The other terms will apply as if the illegal or enforceable term had not been included in your **plan**.

### Who can enforce the **plan**

No one other than the following people will have any rights under, or will be able to enforce the terms of your **plan**:

- You (or your personal representative(s))
- The **nominated representative** (but only where we have expressly said so)
- Us; and
- Any person we transfer our interest in your **plan** to.

### Language

Your **plan** is in English and we will communicate with you in English. You must also communicate with us in English.

### Law and jurisdiction

Your agreement with us under your **plan** is governed by English law. The courts of England and Wales will have jurisdiction in relation to any claims or disputes of any nature that arise under or in relation to the **plan**. If you are resident in Scotland or Northern Ireland, you can raise an action in your local courts.

The following rules of interpretation also apply:

1. Any reference to a “month” is to a calendar month and any reference to a “day” is to a calendar day, unless we say otherwise. A “working day” means any day from Monday to Friday but excluding bank holidays and public holidays in England and Wales.
2. The singular includes the plural and vice versa, and any reference to one gender includes all other genders.
3. Where we refer to any law, this includes any changes to that law, or any law which replaces it.
4. The headings used in the **terms and conditions** are for convenience only, and do not affect how the **terms and conditions** should be interpreted.
5. Where we use words like “includes”, “including” and “for example”, these are for illustration only and do not limit the meaning of the surrounding words.



## Glossary

The following words in bold have special meanings in these **terms and conditions**, as follows.

When we say	We mean
<b>Accidental death</b>	Death of the <b>covered individual</b> as a result of bodily injury sustained by accidental, violent, external or visible means, which are the sole cause of death (meaning there is no other cause). This does not include: <ul style="list-style-type: none"><li>• Death caused by ingesting drugs (unless these were prescribed by a registered doctor in the UK and taken as prescribed); or</li><li>• A coroner's verdict of accidental death, in circumstances where the death is not caused solely by accidental, violent, external or visible means, independently of any other cause.</li></ul>
<b>Cancellation fee</b>	The fee we charge in certain situations where the <b>plan</b> is cancelled. Our current fee (where applicable) is set out on our <b>funeral plan summary</b> .
<b>CPI</b>	The Consumer Price Index, which we use when adjusting amounts for inflation (or deflation).
<b>Covered area</b>	The area within which we can arrange for funeral services to be provided. This is: <ul style="list-style-type: none"><li>• mainland Great Britain;</li><li>• Northern Ireland;</li><li>• and, the Isle of Wight.</li></ul>
<b>Covered individual</b>	The person named in the <b>funeral plan schedule</b> whose funeral is covered by the <b>plan</b> .
<b>Funeral director</b>	The <b>funeral director</b> either nominated by you or selected by us from our network to provide a point of contact regarding the funeral, or any replacement we may have to select.
<b>Funeral plan details</b>	The document sets out any <b>special wishes</b> that have been requested and any contribution paid towards them. The provision of <b>special wishes</b> on this document are not guaranteed.
<b>Funeral plan schedule</b>	The schedule setting out all the details of your <b>plan</b> , which we will send to you when we confirm that the <b>plan</b> has been set up.
<b>Funeral plan summary</b>	This document explains a summary of the key services that are and are not included in your <b>plan</b> , how you will pay for your <b>plan</b> and information on cancellation, making a complaint and your entitlement to compensation.
<b>Nominated representative</b>	The person nominated by you to oversee the funeral for the <b>covered individual</b> after their death. The <b>nominated representative</b> is named in the <b>funeral plan schedule</b> .
<b>Plan</b>	The funeral <b>plan</b> we have agreed with you. This is made up of: <ul style="list-style-type: none"><li>• the <b>funeral plan schedule</b>;</li><li>• the <b>funeral plan summary</b>;</li><li>• the <b>terms and conditions</b>; and</li><li>• any other document which you and we agree forms part of the <b>plan</b>, for example if we agree to include <b>special wishes</b> within the <b>plan</b>.</li></ul>
<b>Special wishes</b>	Services requested which are not guaranteed under the <b>plan</b> for which a contribution may have been paid. These are detailed on the <b>funeral plan details</b> .
<b>Terms and conditions</b>	These <b>terms and conditions</b> . We can amend the <b>terms and conditions</b> as explained in the section, "Making changes to the <b>plan</b> ".



#### The 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, Dignity Funerals Limited will notify you, 10 working days in advance of your account being debited or as otherwise agreed. If you request Dignity Funerals Limited 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 Dignity Funerals Limited 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 Dignity Funerals Limited 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.