



Terms and conditions

Valid from May 2020.

Funeral Plans

1. Definitions

- (a) "The Society". Lincolnshire Co-operative Limited (and its successors in title) whose registered office is at 15-23 Tentercroft Street, Lincoln, LN5 7DB, or its duly appointed agents.
- (b) "Client". A person including (where appropriate) his or her personal representatives who has arranged a funeral by purchasing a Funeral Plan.
- (c) "Funeral Services". The services for the funeral which is specified in the Funeral Plan.
- (d) "Funeral Plan Certificate". The document issued by the Society which confirms the terms of the funeral services to be arranged by the Society and the price paid by the Client.
- (e) "Geographical Area". Lincolnshire, North Lincolnshire, North East Lincolnshire and any other address within 20 miles of a Lincolnshire Co-op funeral home.

2. Payment

- (a) The Funeral Plan will become valid only once the Funeral Plan Certificate is issued upon receipt of either the full amount or the final instalment.
- (b) Cost. The cost of the Funeral Plan will depend upon the individual funeral service requirements specified therein. A detailed quotation will be provided prior to the issue of the Funeral Plan.
- (c) How to pay. Payment may be made by cheque, cash, BACS, credit/debit card, or Direct Debit and can be made at your local funeral home, by post or in person. Cheques should be made payable to Lincolnshire Co-operative Ltd. On the reverse of the cheque please write your Funeral Plan number and post to or pay at the funeral home where the Funeral Plan was arranged.
- (d) When to pay. Payment may be made in one lump sum, by 12 monthly instalments without additional charge, or by 24, 36, 48 or 60 monthly instalments which would include a financial charge.
- (e) An additional charge will be made for the necessary removal of any pacemaker or other implant fitted after the issue of the Funeral Plan, or for which no provision was made at the time of purchasing the Funeral Plan.
- (f) Should legislation dictate any changes to medical or legal documentation which incur additional fees not included on the original Funeral Plan, these will have to be paid by the person arranging the funeral at the time of need.
- (g) Dividend discount or dividend is paid to members of Lincolnshire Co-op upon payment of the full amount or final instalment. This is subject to separate terms and conditions governing Funeral Dividend. These terms and conditions are available from any Lincolnshire Co-op Funeral Home.

3. Investment of Monies Paid

All Funeral Plan monies received will be invested in regulated Whole-of-Life insurance policies, as one of the options required by applicable law.

4. Alterations to the Funeral Services

- (a) Alteration by the Client: Any alterations to the funeral service made prior to the funeral will be chargeable at the prices prevailing at the time of the alteration.
- (b) Alteration by the Society: Whilst every effort will be made by the Society to carry out the Client's wishes as detailed in the Funeral Plan, the Society reserves the right to alter the specifications if circumstances so dictate.
- (c) Where a plot has been reserved for a burial, should the client change residence which takes them out of the parish/district, the local authority reserve the right to charge increased (e.g. double or triple) fees when that plot is re-opened. This additional fee will have to be paid by the person arranging the funeral at the time of need.
- (d) Alteration by the client or the Society: Refunds will NOT be issued for any items listed on the Co-op Funeral Plan that are not required at the time of need.
- (e) Alteration by the Client: Whilst every effort will be made by the Society to carry out the wishes as detailed in the Funeral Plan, the deceased's next of kin or personal representative reserves the right to alter the specifications if circumstances so dictate. Any arising additional costs will be payable by the next of kin issuing such alterations.
- (f) When a plot has been reserved for burial, should the local authority change their boundaries resulting in the client falling outside the new borders, there may be additional charges as a consequence. The additional fee will have to be paid by the person arranging the funeral.
- (g) At the time of redemption this Funeral Plan will be honoured in full, where the funeral is carried out by a Lincolnshire Co-op Funeral Home or a funeral director authorised by Lincolnshire Co-operative Funeral Services. If a non-authorised funeral director is used, payment will be made as if the plan had been cancelled as per clause 6 below.

5. Death & Geographical Coverage

- (a) Death before the final instalment has been paid: If the Client dies before payment of the final instalment, it shall be in the Society's absolute discretion whether to:
- (i) Transfer the instalments paid towards the required services and invoice the Client's personal representatives for the balance (N.B. the right to pay by instalments does not extend to a Client's personal representatives at the time the funeral takes place); or
- (ii) return the instalments already paid to the Client's personal representatives less an administration charge of £100, and less the value of any dividend issued in connection with the purchase of the Funeral Plan, and less any such sum as the Society shall deem necessary to cover its reasonable costs in connection therewith.
- (b) Death outside the geographical area: If the person in respect of whom the funeral services are provided dies outside the Geographical Area, the client at the time of need will be responsible for the payment of all reasonable costs including additional mileage and associated repatriation costs not already accounted for in the Funeral Plan.

6. Cancellation

In the event (each an 'Event of Default') that:

- (a) a Client cancels a Funeral Plan prior to death; or
- (b) the funeral is performed by a funeral director unauthorised by the Society; or
- (c) a Client has not completed or maintained instalment payments and the Society has cancelled the Funeral Plan by written notice to the Client on the grounds that an instalment has been due and unpaid by the Client for a period in excess of thirty days; or
- (d) the death of the person in respect of whom the Funeral Plan is to provide a funeral results from, or the Society cannot meet its obligations because of a force majeure event, including but not limited to Act of God, acts of government, fire, explosion, accident, industrial dispute, civil commotion or impossibility of obtaining materials beyond the reasonable control of the Society (whether happening in the United Kingdom or elsewhere); then the Society will return to the Client, or to his or her personal representatives, such amount as the Society shall have received from the Client prior to the Event of Default, less:
- (i) an administrative charge of £100; This is applicable for funeral plans cancelled after the 30 day cancellation period, and
- (ii) the value of any dividend discount or dividend issued in connection with the purchase of the Funeral Plan; and
- (iii) such sum as the Society shall deem necessary to cover its reasonable costs in connection therewith.
- Notice of cancellation by the Client must be in writing to the Funeral Plan office of Lincolnshire Co-op.

7. Miscellaneous

No contractual relationship shall exist until such time as full payment for the Funeral Plan shall have been received by the Society.

8. Data Protection Act 2018

We will hold your details securely and confidentially in accordance with the General Data Protection Regulation and will use them only for the purposes for which you have supplied the details. We will delete them when no longer required. We will not pass your details to third parties except with your consent or as required by law. Please help us to keep our records up to date by notifying any change of address etc. You can ask us for a copy of your details at any time. Please let us know if your details change or if you no longer want us to hold your details. Our Data Protection Policy can be found on our website: www.lincolnshire.coop. The Data Controller is Lincolnshire Co-operative Limited registered office Stanley Bett House, 15-23 Tentercroft Street, Lincoln LN5 7DB. To report any concerns or complaints see www.ico.org.uk

9. Complaints & Disputes

If a client is dissatisfied with the service provided by Lincolnshire Co-op, they should, in the first place, contact Lincolnshire Co-op, who must reply to the client in writing within 7 working days of receiving a complaint. If Lincolnshire Co-op cannot resolve a complaint to the client's satisfaction within 28 days, the client should contact the Funeral Planning Authority (FPA), with whom Lincolnshire Co-op are registered. The Authority provides an independent conciliation and arbitration service through The Chartered Institute of Arbitrators. Lincolnshire Co-op is required to co-operate with the client redress procedures and to participate in the independent conciliation and arbitration service. Lincolnshire Co-op is bound by an arbitrator's decision, subject to the right of Lincolnshire Co-op or the client to seek a review of the decision.

If you have a complaint about your Funeral Plan please write in the first instance to:

Funeral Plans, Lincolnshire Co-operative Ltd., Tritton Road, Lincoln, LN6

7QY or email funeralplans@lincolnshire.coop

If you remain dissatisfied, then you should refer your complaint to: Funeral Planning Authority Telephone 0345 601 9619 or Email info@funeralplanningauthority.com

10. Responsibility for Claims

The applicant (unless specified otherwise) is responsible at all times for claiming the Funeral Plan services. The original Funeral Plan certificate must be provided to the funeral home in order to receive the specified funeral services.

11. Unclaimed Money

If the Funeral Plan has not been claimed by the Funeral Planholder's 110th birthday, or if we are informed that the Funeral Planholder may have died, then we may write to you at the last address we have on record, to ask whether you still plan to claim the Funeral Plan benefits. If we do not receive a response to the letter within a period of 28 days, we will consider that you have chosen not to claim the Funeral Plan benefits and we may cancel the Funeral Plan and retain any payments which you have made.

12. Extra Charges

We reserve the right to charge reasonable additional amounts for items including (but not restricted to) the following:

- (i) removal of artificial limbs and mechanisms such as pacemakers
- (ii) costs arising from any change in regulations, surcharges, tax and laws relating to our provision of the Funeral Services.

Your Funeral Plan does not include value added tax because it is not charged on a funeral service at the moment. However, if government policy changes and VAT is charged on a funeral service or any part of it in the future, then you or your representative will become liable to pay the same.

We agree to convey the deceased, where necessary within the geographical area. Should you wish us to convey the deceased further, then we will be entitled to make a reasonable mileage charge to cover our additional costs as mentioned in clause 5(b).

If, by mistake, we have under-priced an item on the estimate, at the time of redeeming the Funeral Plan we will not be liable to supply that item to you at the stated price and it will be chargeable at the price prevailing at the time.

13. General

These terms and conditions, together with the information pack and your Arrangement and Proposal Form, make up the agreement between us and you concerning the selected Funeral Plan and the Funeral Service arrangement. They do not affect the rights you have as a consumer buying products and services. No other person (including the Applicant or their Representatives) has any rights 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. If any part of the agreement is not effective the rest of the agreement will still apply. English Law will apply to the terms of this agreement. No interest will be payable on the payments you make to buy your Funeral Plan, although instalment charges of 10%, 15%, 20% and 25% will be applied to Funeral Plans paid over 24, 36, 48 and 60 months respectively. Reference should be made to the funeral dividend terms and conditions which apply to Funeral Plan purchases which attract a dividend payment.

Registered office: Stanley Bett House, 15-23 Tentercroft Street, Lincoln, LN5 7DB, Telephone: 01522 512 211, VAT Reg. No. GB128 2423 86

Funeral Planning Office:-
Lincolnshire Co-operative Funeral Services, Tritton Road,
Lincoln, LN6 7QY
Telephone: 01522 781 077

Alternatively, call the funeral home where the Funeral Plan was arranged.

If you require these terms and conditions in larger print, please contact us on 01522 781 077.

Lincolnshire Co-op Funeral Services is a trading name of Lincolnshire Co-operative Ltd., Stanley Bett House, 15/23 Tentercroft Street, Lincoln LN5 7DB. Registered Number 141R.