

Change of address

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

Value Added Tax ('VAT')

Your Plan price does not include VAT because VAT is not currently charged on a funeral service. However, if VAT becomes chargeable on a funeral service or part of it in the future, your Personal Representative must pay that VAT at the time of the funeral.

Cancellation

You have 28 days from the date we send you your agreement to decide that the arrangements you have made meet your requirements and that you do not wish to cancel your Plan. If you do decide to cancel your Plan, you must notify us in writing and, provided we receive your notification during that 28-day period, we will refund all the money you have paid. After that period, if you wish to cancel your Plan, you may do so by notifying us in writing. We will refund any money you have paid, less a £95 cancellation fee. We will make that refund within 30 days of your written notification of cancellation. If a Funeral Director who is not the Nominated Funeral Director performs your funeral, then we may treat the Plan as cancelled.

We may cancel your Plan by giving notice to you if:

1. An instalment remains unpaid more than 60 days after it is due;
2. The funeral is to be conducted outside mainland Great Britain, Northern Ireland, Jersey, the Isle of Wight or the Isle of Man;
3. The funeral cannot be performed because of circumstances outside our control or outside the control of the Nominated Funeral Director (for example, war, terrorism or riot).

If we cancel the Plan we will refund any money you have paid, less the £95 cancellation fee, and we will be under no further duties to provide the benefits set out in the Plan.

The Plan is designed to cover funeral costs and is not an investment product, so it cannot pay interest on money refunded.

The Agreement

Once we have confirmed your application for the Plan, we will send you the following documents:

- your Personal Arrangements Form or Application Form
- Membership Schedule
- the Age UK Guaranteed Funeral Plan
- these Terms of Membership.

Please keep these documents in a safe place for the attention of your Personal Representative. You are advised to discuss your funeral arrangements with the person who will be your Personal Representative.

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. If anything in this Agreement is invalid or unenforceable, 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 cancellation of the Plan for unpaid instalments), that will not restrict our rights to do so, and no waiver of any such rights or of any breach of any term will be deemed to be a waiver of any other right or any later breach.

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. Please call Advance Planning Limited on 0800 028 31 37 if you wish to discuss a change to your Plan.

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 Personal Representative are entitled to claim the rights or benefits set out in this Agreement. The Nominated Funeral Director may also claim the rights or benefits set out in this Agreement. Otherwise, no other person (including the nominee or their representatives) 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.

These Terms of Membership apply to Age UK Guaranteed Funeral Plans entered into from 19 April 2010.

How to make a complaint

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 two 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:

Client Liaison Officer
Age UK Funeral Plans
Spencer House
62a The Parade
Sutton Coldfield
West Midlands
B72 1GT

Telephone: 0800 028 31 37

If you are dissatisfied with the response from us, you can take the matter further. Advance Planning Limited is registered with the Funeral Planning Authority (FPA), an independent organisation whose Code of Practice we follow.

You can write to the FPA at:

Funeral Planning Authority Limited
50 Broadway
London
SW1H 0DL

The Age UK Guaranteed Funeral Plan is offered by Advance Planning Limited, a company incorporated in England and owned by Dignity Pre Arrangement Limited (a subsidiary of Dignity plc).

Registered office: Advance Planning Limited, Plantsbrook House, 94 The Parade, Sutton Coldfield B72 1PH. Registered in England, no. 3292336.

Age Concern Enterprises Limited is a trading company of Age UK, which donates net profits to that charity. Registered in England and Wales no. 3156159. Registered office: Astral House, 1268 London Road, London SW16 4ER.

Age Concern and Help the Aged have joined together to form Age UK, a new charity dedicated to improving the lives of older people. Charity number 1128267, registered company number 6825798. Registered office: 207-221 Pentonville Road, London N1 9UZ. VAT number: 564559800.

Age Concern and Help the Aged are brands of Age UK. The three national Age Concerns in Scotland, Northern Ireland and Wales have also merged with Help the Aged in these nations to form three registered charities: Age Scotland, Age NI, Age Cymru. Details are correct at time of going to press.

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, Age UK Funeral Plan will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request Age UK Funeral Plan 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 Age UK Funeral Plan 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 Age UK Funeral Plan asks you to.

You can cancel this Direct Debit at any time, by simply contacting your bank or building society. Written confirmation may be required. Please also send a copy of your letter to Age UK Funeral Plan.



Terms of Membership Age UK Guaranteed Funeral Plan



Age UK is the new force combining

AGE and **HELPTHEAGED** **WE WILL**



Age UK Guaranteed Funeral Plan

The Age UK Guaranteed Funeral Plan (the **'Plan'**) covers the costs of the cremation funeral services set out in the Emerald, Ruby and Sapphire Plans, provided that you make all of the payments in accordance with the detail set out in your Plan.

Do you qualify for this Plan?

This Plan is available for you if you are, or a nominee is, over 50 years old at the date of application.

This Plan covers the costs of certain funerals provided that they are conducted in mainland Great Britain, Northern Ireland, Jersey, the Isle of Wight or the Isle of Man. You may apply for this Plan if you are, or the nominee is, resident outside of mainland Great Britain, Northern Ireland, Jersey, the Isle of Wight or the Isle of Man, but the Plan **does not** cover the costs of repatriation.

Please contact us on 0800 028 31 37 for more information.

Definitions

'you'

refers to the person who is applying for the Plan

'nominee'

(if you are applying for someone else) refers to the person whose name is on the application form as the person for whom the Plan is being purchased

'we', or 'us' or 'our'

refer to Advance Planning Limited and our details are set out on the back page

'Personal Representative'

includes any other person who organises the purchaser's funeral

'Special Requests'

mean any personal wishes as to how you would like your funeral performed, as detailed on your Application Form

'RPI inflation'

means the Retail Prices Index, which is the main measure used to record price inflation

Your Plan

Payment

You agree that you must pay the price of your Plan in accordance with this Agreement. This price is set out on the Application Form. If you are purchasing this Plan on behalf of someone else, you will have the rights and benefits set out in this Agreement. If you are purchasing this Plan for yourself, you will have the rights and benefits set out in this Agreement and they will pass to your Personal Representative. You or your Personal Representative may, at any time, make requests which are outside of the Plan. The cost of these must be paid by you, or your Personal Representative (either by way of an additional contribution to the Plan or at the time of the funeral). Any additional costs may be subject to a separate agreement at the time of the funeral.

Care of your money

All payments you make are passed to the Royal Exchange Trust Company Limited as custodian trustee of the Trust for Age UK Funeral Plans (the **'Trust'**) to be held in accordance with the trust deed of the Trust. Payments are made out of the Trust for funerals when they are performed, for refunds to Plan purchasers and for the cost of offering, selling and administering the Age UK Guaranteed Funeral Plans.

What the Plan covers

Your Plan covers the services of the Nominated Funeral Director to provide the goods and services described in the table in the brochure and also in **'The Guaranteed Funeral Plan'** schedule included with the documentation sent to you after receipt by us of the Personal Arrangements Form or Application Form.

We promise to cover these goods and services at no further charge to your Personal Representative, so long as you have fully paid the amounts set out in the Plan. This is known as the **'Price Guarantee'**. The Price Guarantee applies only to cremation and ancillary funeral services, described below.

If any of the goods or services to be directly provided by the Funeral Director and specified in your Plan are not available at the time of the funeral, then we will provide a reasonable alternative as close as possible and of at least equal quality and value to those originally specified, at no further charge. If you or your Personal Representative do not agree to the alternative arrangements, we will agree to cancel the Plan and return any monies due.

The Nominated Funeral Director

We will appoint a Funeral Director called the **'Nominated Funeral Director'** to carry out your chosen funeral. If the Nominated Funeral Director cannot for any reason perform your funeral, we will appoint an alternative Nominated Funeral Director for you. We also reserve the right to appoint a different or new Nominated Funeral Director to carry out your chosen funeral.

Cremation funeral

If you require a cremation funeral the price you have paid for your Plan will also cover:

1. The cremation fee charged at the local crematorium (being a crematorium close to and normally used by the Nominated Funeral Director).
2. The fee payable to doctors for the issue of cremation medical certificates (up to the maximum amount recommended by the British Medical Association).
3. The minister of religion or officiant's fee (of an amount up to the maximum amount recommended by the Church of England Stipend Authority).

However, in the unusual event that the doctor, minister or officiant charges more than the recommended amount, then you or your Personal Representative will be responsible for paying that additional amount to the Nominated Funeral Director upon receipt of an invoice.

What the Plan does not cover

There are certain kinds of funeral costs that are outside the scope of the Plan. Where we indicate that we will provide a contribution to these costs, we will make sure the value of that contribution increases in line with RPI inflation.

However, if that contribution does not cover the then current rate for those goods or services, you or your Personal Representative must pay the difference between the amount paid by you (adjusted for RPI inflation) and the actual cost at the time of the funeral. On the other hand, where the actual cost is less than the value of the contribution, we promise that we will repay to you or your Personal Representative that difference. Before going ahead with any arrangements we will provide estimates and invoices for any additional expenditure.

Burial funeral

If you require a funeral with burial your Nominated Funeral Director will arrange certain services which are provided by third parties (e.g. provision of burial plot, digging a new plot or opening an existing grave, cemetery fees and fees for a minister of religion or officiant), but as the cost of these services varies widely throughout the United Kingdom we cannot promise that your Plan will cover these costs.

Your plan contains a contribution towards these burial funeral costs. The contribution is shown in Section 5 of your Personal Arrangements Form and on Item 3 'Your Additional Special Requests' in the Membership Pack which will be sent to you when your application is accepted. The contribution towards the burial costs will be increased each year in line with RPI inflation and your Personal Representative will be advised of the value of the burial contribution at the time of arranging the funeral. You can pay an additional sum towards burial costs, but before doing so you should phone 0800 028 31 37 to discuss your requirements.

Your additional Special Requests

You may ask for any additional Special Requests for your funeral, but the costs for these will be outside the Plan and are not covered by the Price Guarantee. Special Requests are a guide for your Personal Representative and the Nominated Funeral Director. A contribution can be paid towards the cost of any Special Requests – if you would like some advice please call us on 0800 028 31 37.

Some common requests 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, if the venue charges for the use of that venue, heating, an organist, choir, etc.;
- extra crematorium charges for music, choir or an organist, or any other services.

Extra charges

The Nominated Funeral Director will have the right to charge reasonable extra amounts:

- for removing artificial limbs and mechanisms such as pacemakers; and
- to cover costs associated with providing any other funeral which is not a normal cremation service; and
- to reflect the effect of any change in regulations, tax, laws or generally accepted practice, which result in surcharge payments or additional costs or affect the conduct of the funeral.

Repatriation and transport to the Nominated Funeral Director

This Plan does not cover the costs of repatriation from outside mainland Great Britain to the Nominated Funeral Director. Additionally, transport from a distance of more than 40 miles to the Nominated Funeral Director may incur an additional charge. If you do not wish your funeral to take place at your local Nominated Funeral Director, please call us on 0800 028 31 37.

Other terms

Instalment payments

If you choose to pay for your Guaranteed Funeral Plan by instalments the following rules will apply:

If you die before you have paid all of the instalment payments for the Plan

If you or the nominee die before all of the instalments have been paid, we will provide the funeral in accordance with this Agreement. However, your Personal Representative or the Personal Representative of the nominee will be responsible for paying the outstanding instalments due, at the time of the funeral.

If you fail to pay all of your instalment payments

If any instalment is not paid within 60 days of its due date, the Price Guarantee in the Plan will lapse. However, provided that the Plan has not been cancelled, your Personal Representative may request, and we may agree, to arrange for the funeral to be carried out by the Nominated Funeral Director. The cost of the funeral will be charged at the Nominated Funeral Director's then current market rate. We will credit any instalment payments already made towards the cost of the funeral. For these purposes the value of the payments made will be increased annually by RPI inflation, from the date on which the Price Guarantee has lapsed to the date of the funeral. Your Personal Representative will be liable to pay the difference between the amounts paid (subject to RPI inflation) and any outstanding amount to the Nominated Funeral Director.

If any instalment is not paid within 60 days of its due date and the Plan has not been cancelled, you may reinstate the Plan by restarting payment. However, the total amount payable for the Plan will be increased to the then current price of the Plan you have chosen. We will take account of payments already received, increased by inflation from the date the Plan lapsed, and we will adjust future instalments accordingly.