

# Perfect Choice

## Funeral Plans

### TERMS & CONDITIONS

#### 1. General

- 1.1 The Perfect Choice Funeral Plan (the Plan) is operated by NAFD Services Limited (the Company) which has been formed by the National Association of Funeral Directors of the United Kingdom (NAFD). The object of the Plan is to provide a mechanism by which individuals may arrange and pay for a funeral before death occurs.
- 1.2 Applications to purchase a Plan may be made only through a funeral directing firm that is a member of NAFD and an Accredited Representative of the Company.
- 1.3 These Terms & Conditions are subject to English Law.

#### 2. The Service

- 2.1 Any details provided in the Plan literature are designed to give a general description of the services and goods to be supplied. The Company will not be liable for any change in specification but goods and services will be of an equivalent quality and suitability.
- 2.2 The service will always be provided in accordance with the recognised best practice and to the highest standards in accordance with the Code of Practice of NAFD as applicable.

#### 3. Securing a Perfect Choice Funeral Plan

- 3.1 Having selected the style and type of funeral and been informed of the cost of the service, a formal application is made by completing the Purchase Agreement and, through the funeral director, forwarding it together with the appropriate remittance to the Company.
- 3.2 Receipt of the formal Purchase Agreement and remittance implies that you acknowledge:
  - a. the information contained in the Purchase Agreement is correct;
  - b. you accept these Terms and Conditions;
  - c. you wish to be admitted as a Plan Holder.
- 3.3 If the Company accepts your Purchase Agreement (and it reserves the right not to do so) you will receive a Certificate of Entitlement, together with confirmation that you are a Perfect Choice Funeral Plan Holder and a guarantee that the service will be carried out at no further cost (subject to the provisions of Clauses 4.2, 4.4 and 5.4).
- 3.4 Your Certificate of Entitlement provided under Clause 3.3 should be kept in a safe place as it will be required at the time of making the funeral arrangements.

- 3.5 Should your Certificate of Entitlement, or other relevant papers be lost, copies may be obtained from the Company, which reserves the right to make a charge for this service.

#### 4. Exclusions

- 4.1 The Company will not be liable to arrange or pay for a funeral unless the Certificate of Entitlement is produced and the funeral is carried out by a funeral director as specified in Clause 5.
- 4.2 The Company will not be obliged to provide any items or services other than those forming part of your Purchase Agreement. Any additional services that may have been requested or required (for example, should you die abroad) will be charged to your personal representatives by the funeral director. In such cases the Company will carry out its obligations under the Plan so far as possible provided that your personal representatives have confirmed their liability for any additional expense.
- 4.3 Some of the services provided by a Perfect Choice Funeral Plan have to be provided by third parties (e.g. crematorium and cemetery authorities). While the Company will use all due care in the use of such services it cannot accept responsibility for any failure by such third parties to meet any particular standard.
- 4.4 The Perfect Choice Funeral Plan guarantees to cover a rise in the total cost of the amount paid toward third party costs in line with movements in the "All items" UK measure of Retail Price Index (RPI) as produced by the Office for National Statistics. If, however, third party costs increase at a rate in excess of RPI movements then you or your representatives must pay the balance. Third party costs include all external payments which are outside the control of the funeral director.

#### 5. The Funeral

- 5.1 Your funeral will normally be carried out by the funeral director (arranging firm) that calculated the cost by reference to your place of residence when you submitted your Purchase Agreement.
- 5.2 If you change your place of residence you may nominate a different funeral directing firm to carry out the funeral provided it is also a member of NAFD and an Accredited Representative of the Company (the Company will provide you with a list of Accredited Representatives).

5.3 If a change in your place of residence or the nomination or engagement of an alternative funeral director by you or your personal representatives results in any increase in the cost of the funeral, your personal representatives will be liable for that additional expense in accordance with Clause 4.2.

5.4 The Company may at any time nominate an alternative member funeral director if the arranging firm or any nominated in its place ceases to be a member of NAFD or is unable to provide the requisite service for any reason. The Company shall not in such circumstances be responsible for any shortfall that may arise in third party costs. Any shortfall must be paid by you or your representatives. Where no member firm exists the Company may, with your agreement or that of your personal representatives, pay such funds existing in the Plan to a local funeral director so appointed to carry out that funeral. The Company shall not, in such circumstances, be responsible for any shortfall of costs that might arise.

5.5 You are required to notify the Company if you change your usual place of residence.

## **6. Perfect Choice Funeral Plan**

6.1 Monies received by the Company for a Perfect Choice Funeral Plan will be used to purchase a whole of life assurance policy. The whole of life assurance policy will be owned by the Company for the purpose of providing the funeral. The policy ensures that the funds will be available to pay the funeral director without further recourse to you or your personal representatives (subject to the provision of Clauses 4.2, 4.4 and 5.4). The Company will effect the whole of life assurance policy with a life assurance company that is authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority.

6.2 By holding the monies in a whole of life assurance policy the Perfect Choice Funeral Plan meets the requirements of Article 60(1)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

## **7. Refunds**

7.1 Following the period specified in Clause 10 below, refunds will be made following a written request made by the Plan Holder.

7.2 Should you die overseas and be repatriated to the UK the Company will carry out its obligations under the Plan. Should you not be repatriated the Plan will be cancelled in accordance with Clause 7.3.

7.3 The amount of refund payable will be your initial payment made LESS the Management Fee as specified in your Purchase Agreement unless you are paying by instalments (see Terms & Conditions for Instalment Payments).

## **8. Miscellaneous**

8.1 At present, in the United Kingdom, Value Added Tax (VAT) is not chargeable upon the provision of a funeral. Should additional VAT become payable the Company reserves the right to recover this cost from you or your personal representatives.

8.2 A Perfect Choice Funeral Plan is personal to you and is not transferable.

8.3 Any correspondence will be sent to whoever has been selected to receive it at the address shown on the Purchase Agreement, unless a change of address has been notified to the Company.

## **9. Complaints**

9.1 Should there be any complaint regarding the quality of the service or the items supplied in connection with a Perfect Choice Funeral Plan, it should be referred in the first instance to the funeral director and a copy of the complaint should, at the same time, be forwarded to the Company.

9.2 If you should have a complaint about the Company you should in the first instance contact the Company which will deal with the complaint in accordance with its written complaints procedure. If the Company cannot resolve your complaint you may then refer it to The Funeral Planning Authority by calling 0845 601 9619. The Company is a Registered Provider of Funeral Plans and complies with the Rules and Code of Practice of the Authority. [www.funeralplanningauthority.co.uk](http://www.funeralplanningauthority.co.uk)

## **10. Right to Cancel**

10.1 You have the option within 14 days of signing the Purchase Agreement to cancel the Agreement by returning your copy together with your written notice that you wish to cancel. Your payment will be refunded in full. This does not affect any applicable statutory consumer rights.