

# Scotmid funerals



## FUNERAL PLAN - TERMS AND CONDITIONS

### 1. General

- 1.1 The Scotmid Funeral Plan (the Plan) is operated by Scotmid Co-operative Society Limited (The Society). 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 Scotmid Funerals or an Accredited Representative of the Society.
- 1.3 These Terms & Conditions shall be governed by and construed in accordance with Scottish Law.

### 2. The Service

- 2.1 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 both the National Association of Funeral Directors (NAFD) and the Funeral Planning Authority.

### 3. Taking out a Scotmid 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 Society.
- 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 & Conditions;
  - c. you wish to be admitted as a Plan Holder.
- 3.3 If the Society 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 Scotmid 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 Society, free of charge.

### 4. Exclusions

- 4.1 The Society 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 Society 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 Society 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 Scotmid Funeral Plan have to be provided by third parties (e.g. crematorium and cemetery authorities). While the Society 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 Scotmid Funeral Plan guarantees that the third party costs will be met in full. Third party costs include all external payments which are outside the control of the funeral director.

### 5. The Funeral

- 5.1 Your funeral will be carried out by Scotmid Funerals.
- 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 a co-operative society that has an agreement with Royal London Mutual Insurance Society.
- 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 Clauses 4.2 and 4.4.
- 5.4 You are required to notify the Society if you change your usual place of residence.

### 6. Scotmid Funeral Plan

- 6.1 All of your Funeral Plan monies will be invested in an individual whole of life assurance policy between the Society and the Royal London Mutual Insurance Society Limited. The Royal London Mutual Insurance Society

Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The firm is on the Financial Services Register, registration number 117672. 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 and 5.4).

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

## 7. Right to a Refund

- 7.1 If you change your mind, for whatever reason, and want to cancel your Plan, you will be entitled to a full refund of all payments made with no cancellation charge to pay, regardless of how you have paid for the Plan. Refunds will be made to the purchaser following a written request made by the Plan Holder.
- 7.2 Should you die overseas and be repatriated to the UK then the Society will carry out its obligations under the Plan. Should you not be repatriated the Plan will be cancelled in accordance with Clause 7.1.

## 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 Society reserves the right to recover this cost from you or your personal representatives.
- 8.2 A Scotmid 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 Society.

## 9. Complaints

If you want to make a complaint, you can call into any of our offices, alternatively contact us by phone, e-mail or post.

- Phone: 0800 996 1927
- Email: [info@scotmidfunerals.coop](mailto:info@scotmidfunerals.coop)
- Post: Scotmid Funerals, 78/79 Angle Park Terrace, Edinburgh EH11 2JP

## How we manage your complaint

We'll be in touch within 5 working days to let you know we've got your complaint.

We'll get your complaint to the right person and let you know who'll look into your concerns.

We'll keep you updated on our investigation and try to sort out the complaint fully within 28 days. If we can't finish our investigation within this time we'll let you know how we're getting on.

If you're not happy with our response, you may take your complaint to the Funeral Planning Authority (FPA):

- Phone: 0845 6019619
- Email: [funeralplanningauthority.co.uk/contact-us/complaint-form](mailto:funeralplanningauthority.co.uk/contact-us/complaint-form) or [info@funeralplanningauthority.co.uk](mailto:info@funeralplanningauthority.co.uk)
- Post: Funeral Planning Authority, Barham Court, Teston, Maidstone, Kent, ME18 5BZ

## 10. Data Protection

- 10.1 We will use the personal data you provide to us to:
- a. provide the funeral plan;
  - b. process your payment for it;
  - c. pass to third parties who are providing services as part of the funeral plan as agreed with you.

All personal data will be held in accordance with our policies on data protection and privacy policies from time to time as displayed on our website [www.scotmidfunerals.coop](http://www.scotmidfunerals.coop) and in compliance with the European Union General Data Protection Regulation and any subordinate legislation relating thereto.

- 10.2 An example of a third party to whom we may pass your data is the Royal London Mutual Insurance Society Limited [www.royallondon.com](http://www.royallondon.com) who provide the individual whole of life assurance policy in which your Funeral Plan monies are invested. This third party will only use your details in relation to the funeral plan arrangements. We will never sell your data to third parties and will only pass your data to third parties where the law requires us or allows us to do so.
- 10.3 If you are a member of Scottish Midland Co-operative Society Limited, this Clause does not affect how we are already entitled to use the data we hold about you. Please call Member Services on 0131 335 4400 if you have any questions about this.

**0800 996 1927**

[info@scotmidfunerals.co.op](mailto:info@scotmidfunerals.co.op)

[www.scotmidfunerals.coop](http://www.scotmidfunerals.coop)

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