

# Scotmid funerals

## Pre-paid Funeral Plan Terms & Conditions

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## What We need to tell You

### Who regulates us?

Scotmid Funerals is a trading name of Scotmid Coop Life Services Limited, which is authorised and regulated by the Financial Conduct Authority to enter into and carry out funeral plan contracts (FRN 966550). You can check this on the Financial Conduct Authority's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0300 500 8082.

### The service we will provide to you

We offer a non-advised service, meaning we cannot give you advice or a recommendation on products. In assessing your application we will ask you for information to enable us to identify your demands and needs and present a selection of products relevant to your requirements. You will then need to make your own choice about how to proceed.

This document sets the Terms and Conditions of the funeral plan product you have chosen and explains what is included and not included in your chosen funeral plan and should be read carefully.

### What products do we offer?

We do not sell funeral plans on behalf of anyone else, all our funeral plans are carried out by Scotmid Funerals when the **Covered Individual** dies. These products can be viewed in more detail by visiting our website [www.scotmidfunerals.co.uk/pre-paid-funeral-plans](http://www.scotmidfunerals.co.uk/pre-paid-funeral-plans). Alternatively, you can request a copy to be sent by email or post. You should review these to ensure you are satisfied that the product you have chosen meets your requirements.

### What will you have to pay us for our services?

You will pay the total amount of your chosen funeral plan including any additional guaranteed services or contribution amount you wish to include. Also included in the plan cost is a fee that we charge to cover the initial setup expenses and the lifetime administration of the plan called the '**Management Fee**' which is £525. If you are paying by instalments you must complete the payment term as set out in our Terms.

We will purchase a whole of life insurance policy in your name with Us as the beneficiary.

**Commission Disclosure:** Our insurance provider may pay us a **Commission**, however, the amount of commission that we receive does not have any effect on the amount that you pay us for your plan.

### What to do if you have a complaint

We hope that you never have a reason to complain about your plan. If, however, you are dissatisfied and you want to make a complaint, we would like the opportunity to put things right. Please contact us using the details below:

**By phone** on 0808 169 8095 or

**By email** at: [customerservice@scotmidlifeservices.co.uk](mailto:customerservice@scotmidlifeservices.co.uk) or

**By writing** to: Customer Service Department,  
Scotmid Life Services, Dumbarton Road, Clydebank G81 6DS

If you are not happy with our final response you may be entitled to escalate your complaint to the **Financial Ombudsman** service at 0800 023 4567 or [financial-ombudsman.org.uk/contact-us/complain-online](http://financial-ombudsman.org.uk/contact-us/complain-online).

### 1. About these Funeral Plan Terms

These Terms outline the conditions under which We will deliver Your Plan. Our funeral plans enable You to pre-arrange and pre-pay for the services You require, which We will supply as specified in Your Plan Summary. Your Plan is underpinned by a Whole of Life Insurance Policy that We purchase.

Please read these Terms and Your Funeral Plan Summary thoroughly to ensure complete understanding. If You have any questions, contact a member of Our team for assistance.

### 2. Definitions

When certain phrases are used in these Terms and other related documents, they have the following meanings:

**Agreement** means the contract between You and Us which is made up of these Terms and Your Plan Summary.

**Accidental Death** means a Death which occurs within 90 days of an accident. By which We mean an event caused by a violent, external bodily injury which could not be predicted and was not intentional. This excludes self-inflicted injury, such as suicide, or activities where there is an inherent risk of injury (such as war, involvement in criminal acts, extreme sports, drug use, or injury while intoxicated and death by natural causes, an illness or disease).

**Application** means the form containing Your personal information that We use to determine Your eligibility to purchase a funeral plan and Your selected Payment Option.

**Commission Payment** means the money paid by our Insurance Provider to Us for purchasing a Whole of Life Insurance Policy.

**Cancellation Fee** applies exclusively to the Payment in Full Option and refers to the amount payable should You elect to cancel Your Plan after the initial 30 days. The fee is set at £249 and will be deducted from the total Plan Value paid to Us before any remaining balance is refunded to You.

**Contribution Element** applies to both the Simple Cremation and Timeless plans. It refers to the total amount paid into Your plan that is allocated as an allowance towards third-party disbursement fees for cremation or burial, and officiant, as applicable.

**Covered Individual** means the person on whose death a funeral will be provided.

**Estate** is the term used to describe a deceased person's assets, property and collective belongings and debts after their death.

**Fixed Term Instalments** means the Payment Option where Your Plan would be paid by fixed monthly premiums for either 5 years or 10 years from the Plan Start Date.

**Funeral Representative** means the person responsible for arranging and paying for the Covered Individual's funeral after their death.

**Guaranteed Services** means the services included with Your Plan that We will fully guarantee to provide as detailed in the Plan Summary.

**Insurance Provider** means the insurance company chosen by Us to provide the Whole of Life Insurance Policy which will be used to cover the cost of Your Plan.

**Management Fee** means the £525 charge applied and retained by Us to cover the cost of setting up, managing, and arranging Your Plan.

**Information Pack** means the documents sent to You within 5 business days of the Plan Start Date, which includes the Plan Summary, Your unique customer reference number and these Terms.

**Moratorium Period** refers to the interval between the Plan Start Date and the point at which the plan provides full benefits. If Payment in Full is selected, a Moratorium Period does not apply.

**Nominated Representative** refers to the individual designated by the Plan Purchaser to receive key information about the plan; this person does not have the authority to modify the plan. The Plan Purchaser may change the Nominated Representative at any time.

**Payment in Full** means paying for Your Plan in full by a single payment at the time You take it out.

**Payment Option** means the way You have selected to pay for Your Plan as detailed in Your Plan Summary, either by Payment in Full or Fixed Term Instalments.

**Plan Value** is the total cost required to purchase the plan at today's prevailing rate, assuming full payment is made up front. It reflects the current retail value of the plan and excludes any instalment-related charges.

**Payment Term** means the payment period in which You must make continuous monthly instalments.

**Plan Purchaser** means the person who is responsible for making all payments for the plan. Only the Plan Purchaser can make changes, including cancelling the plan.

**Plan Start Date** means the date Your Plan commences as shown in the Information Pack and our contract begins.

**Plan Summary** means the document containing a summary of Your funeral plan product outlining the services included and payment information.

**Your Plan** refers to the specified funeral arrangements requested for the Covered Individual, including the total associated cost and the chosen Payment Option as detailed in the Plan Summary.

**Time of Need** is when the Covered Individual has died, and a funeral is now required.

**Us/We/Our** means Scotmid Coop Life Services Limited (trading as Fosters Family Funeral Directors), which is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 966550) to enter into and carry out funeral plan contracts. with its registered office at 147 St. Georges Road, Glasgow, G3 6LB, company number SC391536.

**Whole of Life Insurance Policy** is the whole of life insurance policy is taken out with Our Insurance Provider in the Covered Individual's name designating Us as beneficiary.

**You/Your** means the Plan Purchaser.

### 3. How to contact Us

If you have any questions or concerns regarding these Terms and Conditions, or any other reason please contact us using the following methods:

- **By Phone:** You can reach our team by calling 0808 169 8095.
- **By Email:** You can send an email to [customerservice@scotmidlifeservices.co.uk](mailto:customerservice@scotmidlifeservices.co.uk)
- **By Post:** You can write to us at the following address:  
Customer Service Department,  
Scotmid Life Services,  
Dumbarton Road,  
Clydebank  
G81 6DS

We will communicate with You in English.

### 4. Who Can Buy a Funeral Plan?

To purchase a Funeral Plan, the Covered Individual must be over 50 years old, reside in the UK, and plan to hold the funeral in mainland Scotland at the time of purchase.

If You, as the Plan Purchaser, are not the Covered Individual, You must be a resident of the UK and at least 18 years of age.

No medical history or examinations are necessary when buying any of Our funeral plans. Health-related questions may be asked to help evaluate and address Your needs.

### 5. Your Demands and Needs

- Your Plan is designed for individuals seeking to ensure arrangements are made for future funeral expenses; who wish to have the selected funeral delivered according to these terms and conditions; and who have not previously arranged payment for their funeral costs.
- We only give factual information – not personal advice. It is Your responsibility to use this information to determine whether a particular funeral plan meets Your needs.
- We can't provide You with any information about another company's pre-paid funeral plan products or any other financial services.
- You should not buy a funeral plan if You already have one and You should consider if a plan is suitable if You already have some sort of alternative cover, such as a life insurance product.
- We will gather information about Your demands & needs to help You choose the most suitable Plan for You.
- You must read the Funeral Plan Summary and these Terms & Conditions to ensure that the items covered will meet Your needs.
- We don't expect You to use Your plan immediately and if You expect to use the plan within 12 months of purchase, then You should consider the value of buying in advance. It may be cheaper for Your family to pay when it is needed.
- If You have been diagnosed with a life-limiting condition, then You should tell us. It won't stop You purchasing a plan
- You should carefully consider which Payment Options meet Your needs in order to deliver the full benefits of Your Plan.

### 6. Buying Your Plan

This Agreement is between You and Us. No other person shall have any rights to enforce any of its terms.

By purchasing Your Plan, You confirm that You are not entering into this Agreement based upon any representations that are not expressly incorporated into the documentation forming this Agreement.

By completing the Application, You agree to purchase a funeral plan subject to these Terms and understand that the Plan Purchaser is responsible for making all the payments.

It is not a savings or investment plan.

Once Your Application is approved, We will purchase A Whole of Life policy with Us as the beneficiary.

We receive a commission from Our insurer for each plan sold. This commission is not deducted from the amount You pay and does not affect the price of Your funeral plan. The fee is paid by Our insurer and is not charged to You.

Once in place, the Plan Purchaser and Covered Individual cannot be changed.

By purchasing a funeral plan, You understand that the funeral will be carried out by Us and cannot be transferred to another funeral director.

## 7. How do We keep Your money secure?

Your Plan is underwritten by a regulated insurer, and Your money is protected in accordance with UK financial services regulations.

In the unlikely event that We become insolvent or cannot meet Our obligations Your funeral plan may be transferred and carried out by another provider with the same terms and conditions. If this is not possible, You (or Your Funeral Representative if You have died) will have a legal right to claim Your money back from Our Insurance Provider.

If neither a transfer of Your plan to another provider, nor return of Your money is possible, You may be entitled to compensation under the Financial Services Compensation Scheme.

The FSCS provides protection for consumers if an authorised firm becomes insolvent and is unable to meet its obligations. The amount of compensation for which You may be eligible depends on the firm declared in default, the type of product You have. In some circumstances You may not be eligible for any compensation at all from the FSCS. Information on compensation can be found on the FSCS website, please visit [fscs.org.uk](https://www.fscs.org.uk) or call 0800 678 1100.

## 8. Your Plan Documents

After Your Application is approved, We'll send Your Information Pack within 5 business days of the Plan Start Date. Please review Your Plan Summary for accuracy and inform Us of any errors or questions. Keep Your Information Pack safe and let Your family or Funeral Representative know where it is stored.

Please let Us know if:

- You change Your address or any other personal information;
- You have lost Your Plan documents; or
- You want to change Your Nominated Representative.

You can contact Us, quoting Your unique customer number, by any of the contact methods in Section '3 How to contact Us'.

We are open Monday to Friday 9 am – 5 pm excluding public holidays in Scotland.

## 9. What Your Plan includes

The Plan Value includes a Management Fee, Guaranteed Services, and, if applicable, a Contribution Element.

### **Guaranteed Services**

The services specified in Your Plan Summary under the heading "What products and services are included in my funeral plan" are fully guaranteed. This means that Your Funeral Representative will not have to pay additional charges for these services, even if costs change in the future.

For the Direct Cremation Plan this also includes the third-party disbursement fee for an unattended cremation at a time and location to suit Us.

For the Signature Plan, this covers the third-party disbursement fees for an attended cremation or burial/interment, as well as the cost of an officiant to lead the service, if needed. These services are provided during regular working hours on weekdays.



### Contribution Element

The Simple Cremation Plan and Timeless Plan include a Contribution Element, which is an allowance toward certain third-party disbursement fees up to the specified amount in Your Plan Summary. The Contribution Element may grow over time, however, Growth is not guaranteed. The amount available from the Contribution Element will never be less than what You paid in.

- For the Simple Cremation Plan the contribution will be used towards the fees for an attended cremation at a single location and officiant to lead the service, if applicable.
- For the Timeless Plan the contribution will be used towards the fees for an attended cremation or burial/interment, and officiant to lead the service, if applicable.

If these third-party disbursement fees exceed the available amount, Your Funeral Representative must pay the difference. If these third-party disbursement fees are less, no refund or transfer of surplus funds is given.

### Management Fee

Is the amount included in Your Plan Value that is retained by Us to cover the cost of setting up and administering Your Plan for the entire time it is in place.

## 10. What Your Plan does not include

Your Plan does not include any funeral services unless explicitly detailed in Your Plan Summary under the heading 'What products and services are included in my funeral plan?'

None of Our plans include any of the following services, which if required at the Time of Need, will need to be paid for by Your Funeral Representative according to the price list in effect at the time of need:

- If the Covered Individual is not in mainland Scotland at the date of death, Your Plan will not cover the costs of repatriation and transport to mainland Scotland.
- If the funeral of the Covered Individual takes place within Scotland but more than 20 miles from our nearest funeral home, additional mileage and hire charges will apply.
- If the Funeral Representative requests that the funeral be held on a weekend, public holiday, or outside normal business hours, additional funeral director fees will apply.
- Floral Tributes
- Embalming
- Orders of service
- Newspaper notices
- Alternative hearses
- The cost of buying a grave/lair
- Non-resident fees that the local cemetery or crematorium may charge if You do not live in their catchment area
- The cost of monumental memorials (such as a headstone) or a burial plot would need to be arranged and purchased separately and directly with the provider.
- Any additional VAT due if HM Revenue & Customs rules change (see Section 11.4).

## 11. Paying for Your Plan

Payment Options are determined by the Covered Individual's age as of the Plan Start Date:

- If the Covered Individual is aged between 50–74 the Plan Purchaser can:
  - Make Payment in Full or,
  - Pay by Fixed Term Instalments over 5 or 10 years
- If the Covered Individual is aged between 75–99 the Plan Purchase must make Payment in Full.

### **11.1 Payment in Full**

You can pay for the funeral plan up front with a single, one-off Payment.

You will be sent an Information Pack specifying the Plan Start Date, after which You will be eligible for the full benefits of Your Plan.

### **11.2 Fixed Term Instalment**

If the Covered Individual is aged 50 to 74, You can select a Fixed Term Instalment Payment Option of 5 or 10 years.

The amount You pay each month will depend on Your Plan, the age of the Covered Individual when the Application was completed and the Payment Term.

Your Fixed Term Instalments includes the Management Fee and a separate charge to cover the payment provider's fee for processing your Direct Debit payments.

Once Your Plan has been set up You will be sent the Information Pack detailing the Plan Start Date and Payment Term within which You must make continuous monthly payments.

Monthly instalments are to be paid in full and on time on the day specified in Your Plan Summary for the entire Payment Term, or until the Covered Individual passes away, whichever occurs first. We will attempt to collect Your instalment on the same day each month. If this date falls on a weekend or bank holiday, We will collect the instalment on the next available business day.

The Moratorium Period is 12 months from the Plan Start Date, after which You will be fully covered as long as all Your payments are up to date.

If the Covered Individual dies before the end of the Moratorium Period:

- as a result of an Accidental Death, You will receive the full benefits of Your Plan.
- not as a result of an Accidental Death then either Your Estate can choose to receive a full refund of all monies paid or put any payments made towards the cost of another funeral with Us at Time of Need.

If You die after the Moratorium Period, and before the end of Your Payment Term and all Your payments are up to date, You will receive the full benefits of Your Plan.

### **11.3 Missed Payments**

If You encounter difficulties making payments during the Payment Term, You must get in touch as early as possible.

We will contact You if a payment is missed.

You can miss up to a maximum 2 consecutive payments without losing the benefits of Your Plan.

If You are paying by Direct Debit, We will attempt to collect the missed payment within 7 days of the first missed payment unless You have contacted Us to make the payment by some other means.

We have the right to cancel Your Plan if You miss two or more consecutive payments.

After You have missed two consecutive payments, We will send You a written statement about Your Plan advising that Your payments have not been made and give You 10 days to rectify the payment shortfall.

If the payment shortfall is not rectified within this time, then We will cancel Your Plan per Section 13. of these terms.



### 11.4 Value Added Tax (VAT)

Most elements of the funeral service are currently VAT exempt in the UK. This means that Your Plan will not include VAT because it is not currently charged on the funeral services included in our set funeral plans.

If VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, Your Funeral Representative must pay the VAT or additional tax at the Time of Need.

## 12. Making Changes to Your Plan

You cannot make changes to any element of Your Plan after the Plan Start Date.

We may have to make changes to Your Plan for the following reasons:

- In circumstances beyond Our reasonable control, such as a change in law, tax or regulation or if We need to comply with a legal or regulatory decision or recommendation.
- If We are unable to provide the services listed in Your Plan, We will provide reasonable alternatives for the affected funeral services, but if reasonable alternatives are not available at the Time of Need, We will refund the cost of the affected services.
- To correct an error where it is reasonable to do so.
- To allow for changes in the way We administer Your Plan where We consider it necessary to do so, such as where it becomes impractical or impossible for Us to provide Your Plan or where it could result in Our customers being treated unfairly.
- If We want to introduce a new service or make a reasonable change that won't negatively affect You.
- We reserve the right to transfer Our rights and obligations under this Agreement to another organisation. This includes in the unlikely event of Firm failure in which We might need to transfer Your Plan to another provider who can perform Our outstanding obligations.

We will do Our best to give You advance notice before making changes but if that is not possible, We will let You know as soon as We reasonably can. We may send You a letter that sets out the changes to Your Plan Terms, and this will form part of Your Agreement with us.

If You decide the services included with Your Plan are no longer required, then You will need to cancel Your Plan and take out a new plan, if applicable. The cancellation conditions are set out in section 13.

## 13. Cancellations

You have the right to cancel Your Plan and receive a full refund of any amounts You have paid, with no obligations, within 30 days of receiving the Information Pack.

Your Plan cannot be cancelled after the Covered Individual has died unless this is agreed by Us.

Once Your Plan is cancelled, We will have no further obligation to fulfil Your Plan.

### 13.1 Cancelling Payment in Full

If Your selected Payment Option is Payment in Full and Your Plan is cancelled after the 30-day cancellation period, We will refund all payments You have made less the Cancellation Fee, within 30 days of receiving the cancellation request.

### **13.2 Cancelling Fixed Term Instalments (5 and 10 Years Terms)**

If Your selected Payment Option is Fixed Terms Instalments and Your Plan is cancelled:

- After the 30-day cancellation period but before You have made 12 consecutive monthly payments, You will receive a full refund of all payments You have made.
- After You have made 12 consecutive monthly payments and the Moratorium Period has ended, there is no cash in value and no money will be repaid upon cancellation.

To cancel Your Plan, please use the contact details shown in section '**3 How to contact Us**'.

If the Plan Purchaser is not the Covered Individual, We will inform them that Your Plan has been cancelled unless We have previously agreed not to disclose this information to them in their best interests.

## **14. What happens after You die?**

The loss of a loved one can be a difficult and stressful time, so We have tried to make Our process to redeem Your Plan as simple and straightforward as possible. Your Funeral Representative should contact Us, quoting the unique customer number, using the contact details shown in section '**3 How to contact Us**'.

We are open Monday to Friday 9am–5 pm excluding public holidays in Scotland and operate a 24-hour customer care line for urgent help, support and guidance.

Your Funeral Representative will be asked to provide the Certificate of Registration of Death or the Medical Certificate of Cause of Death before the funeral can be arranged.

The funeral will be carried out by Us per our Terms and Conditions. No other funeral services provider can be appointed by You or the Funeral Representative to carry out the funeral arrangements set out in Your Plan.

The Funeral Representative may request changes to the services included in Your Plan at the Time of Need. However, all additional costs will need to be paid for by the Funeral Representative according to the price list in effect at the time of need.

If Your Funeral Representative uses a provider not approved by Us, We may end Your Plan after discussing it with them. In this case, We will refund the Plan Value minus the Management Fee to Your Estate and have no further obligation to fulfil Your Plan.

## **15. How to make a complaint**

We hope that You never have a reason to complain about Your Plan. However, If You are dissatisfied and want to make a complaint, We would like the opportunity to put things right. Please contact Us using the contact details shown in section '**3 How to contact Us**'.

We will acknowledge Your complaint in writing within 3 working days, investigate Your complaint and endeavour to send You a final response within 8 weeks of receipt of the complaint. If We cannot provide You with a final response within this time, We will send You an update.

If You are not happy with Our final response, You may be eligible to escalate Your complaint to the Financial Ombudsman, You will receive a leaflet detailing this with Your final response letter.

### 16. How We hold personal information

The personal information We hold about the Covered Individual, the Plan Purchaser and the Nominated Representative will be used by Us and Our partners to administer Your Plan and purchase the Whole of Life Insurance Policy from Our Insurance Provider.

We will not give Your personal information to any other third-party for the purposes of marketing unless You have agreed this in advance.

We may share Your information to comply with a legal or regulatory obligation.

If We change our company structure, then We may transfer Your information to another company.

We may use Your data to contact You to conduct research for quality control and assurance purposes.

Full details of our privacy policy can be found on Our website with copies available in our branches.

### 17. Free Will offer

One free standard Will, provided by Jones Whyte Law Ltd to the value of £250, will be available to claim by the Plan Purchaser. The free standard Will covers basic asset distribution and does not include complex provisions.

In order to receive the offer, You must give Us explicit consent to pass Your contact details to Jones Whyte Law Ltd, so that they can contact You to discuss Your will and any other legal needs You may have.

You must claim the free Will within three months of Your Plan Start Date.


This offer is not transferable and cannot be exchanged for cash.

We do not take any responsibility for advice given by third-parties, including Jones Whyte Law Ltd.

We reserve the right to withdraw, modify or terminate this offer in whole or in part at anytime.

### 18. Governing law and jurisdiction

The law of Scotland applies to Your Plan and Agreement, and You can bring legal proceedings in respect of them in the Scottish Courts.



Scotmid Funerals is a trading name of Scotmid Coop Life Services Ltd which is authorised and regulated by the Financial Conduct Authority to enter into and carry out funeral plan contracts FRN 966550.  
Registered in Scotland company number SC391536 with registered office 147 St George's Road, Glasgow G3 6LB