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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 or by contacting them on 0300 500 8082.

The service we will provide to you

We offer a non-advised service. This means we cannot give you advice or recommend a product. We will ask for information to identify your demands and needs and present products relevant to those needs. You must decide how to proceed. Please read these terms and conditions and your plan summary carefully.

What products do we offer?

We sell funeral plan products. We do not sell funeral plans on behalf of other funeral plan providers. The funeral services under your plan will be carried out by us, subject to these terms and conditions.

What will you pay us?

You will pay the total plan price for your chosen funeral plan, including any guaranteed services and, if you purchase a simple cremation plan, the contribution amount shown in your plan summary. Every funeral plan includes a management fee of £525 for establishing and administering your plan throughout its life.

If you pay by fixed term instalments, you must pay a £525 deposit at the outset and the remaining monthly fixed term instalments for the remainder of your chosen payment term, including any direct debit charge shown in your plan summary.

The price you pay is the price shown in your plan summary, subject to these terms and conditions. We will then purchase a whole of life insurance policy from our insurance provider with us as the beneficiary. We do not receive any commission under this arrangement.

Complaints

If you are dissatisfied and want to make a complaint, please contact us using the details below. We will acknowledge and investigate your complaint fairly and issue a final response within the applicable regulatory timeframe. If you remain dissatisfied after our final response, or if we do not issue a final response within the required timeframe, you may be entitled to refer the complaint to the Financial Ombudsman Service. Our final response will explain any referral rights and applicable time limits.

Contact us

- Phone: 0800 996 1927
- Email: customerservice@scotmidlifeservices.co.uk
- Post: Customer Service Department, Scotmid Life Services, Dumbarton Road, Clydebank G81 6DS

Our normal opening hours are Monday to Friday, 9.00 am to 5.00 pm, excluding public holidays in Scotland. A 24-hour customer care line is available when the person covered by the plan dies. We will communicate with you in English.

About these terms

It's important that you read these terms and conditions in full before the end of your cancellation period to check that your chosen funeral plan is right for you.

These terms and conditions explain the conditions under which we will provide your plan. Your plan enables you to pre-arrange and pre-pay for the funeral services outlined in your plan summary. This agreement is between you and us and comprises your application, your plan summary and these terms and conditions. No other person may enforce these terms unless the law or these terms expressly provide otherwise.

Words we use

Accidental death: Death within 90 days of an accident caused by violent, external bodily injury that could not reasonably have been predicted and was not intentional. It excludes self-inflicted injury, suicide, war, criminal acts, extreme sports, drug use, injury while intoxicated, natural causes, illness or disease.

Business day: A day other than Saturday, Sunday or a public holiday in Scotland.

Cancellation fee: The £170 fee deducted only where these terms say it applies.

Covered individual: The person whose funeral services and benefits the plan will provide for.

Funeral representative: The person legally entitled to arrange the funeral of the covered individual, including under sections 65 to 68 of the Burial and Cremation (Scotland) Act 2016 where applicable.

Mainland Scotland: Scotland excluding its islands. A place connected to the mainland by a permanent road bridge is included.

Management fee: The £525 included in the plan price for setting up, managing and administering the plan.

Nominated representative: The person nominated to receive information about the plan. They cannot change, cancel, transfer or claim the plan unless separately legally authorised.

Moratorium period: The initial 12-month period for fixed-term instalments, starting on the plan start date. It ends earlier if the outstanding balance is settled in full and the settlement payment clears, as described in section 6.2.2.

Plan purchaser / you: The person who enters into the agreement, is responsible for payment and exercises the customer's rights.

Royal London: The Royal London Mutual Insurance Society Limited.

We / us / our: Scotmid Coop Life Services Limited, trading as Scotmid Funerals.

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1. Who can buy a plan?

Anyone aged 18 or over and resident in the UK can buy a plan for themselves or someone else. However, the person covered by the plan (the covered individual) must:

- be at least 18,
- live in the UK, and
- intend for the funeral to take place in mainland Scotland.

No medical examination or medical underwriting is required. We may ask health-related questions, including whether the covered individual has a life-limiting condition, to help establish whether a funeral plan meets their needs. If a funeral is likely to be needed soon, buying services at the time of death may cost less than buying a plan in advance.

You should consider whether buying a funeral plan from us is suitable, especially if you already have a funeral plan in place or some sort of alternative cover, such as a life insurance product.

2. When does my plan start?

Your plan starts on the date shown in your plan summary.

After we accept your application, we will arrange the insurance policy that financially supports your plan. Once that policy is in place, we will send you an information pack containing your plan summary and other plan documents.

3. What documents will I receive?

We'll aim to send you the information pack within 10 business days of the plan start date. We will also inform your nominated representative that the plan exists but will not give them financial details about your plan.

We may also tell the covered individual about the plan (if they are different from the plan purchaser and the nominated representative) unless you tell us that doing so would not be in their best interests.

Please get in touch with us promptly if:

- The plan summary or other documents are incorrect
- You have any questions about your plan
- You move house or your details change
- You lose your documents or need copies
- You want to change your nominated representative

We recommend that you keep your information pack safe and let your family and nominated representative know where it is stored.

We will send you a plan statement at least every three years.

4. What does my plan include

Start with your plan summary

Your plan summary is the plan-specific part of your agreement. It tells you exactly which funeral services are included, which are excluded, and whether each cost is guaranteed or supported by a contribution.

Guaranteed plans

The Timeless funeral plan and Direct Cremation plan are guaranteed plans. There will be no additional charge at the time of death for a service listed as included in your plan summary.

Contribution plan

The Simple Cremation plan combines guaranteed services with a contribution amount intended for use towards the cremation fee which is detailed in your plan summary.

- The contribution may increase if growth is added to the supporting insurance policy.
- Although any increase is not guaranteed, the minimum amount will never be less than the initial value of the contribution.
- If paying by fixed term instalments and:
  - the covered individual dies before the final scheduled payment, no growth is added.
  - any outstanding balance was settled before death, growth is calculated from the date the settlement payment cleared.
- If the cremation fee at the time of need is higher than the available contribution, the shortfall must be paid before the funeral can proceed.
- If the cremation fee is lower, your funeral representative may ask us to use the balance for agreed additional funeral services. Any unused balance will be refunded to the plan purchaser or, if the plan purchaser has died, their estate or another person legally entitled to receive it.

Services that are not used

If the funeral representative chooses not to use an included service, no refund is payable for that service.

Additional services

Anything not included in the plan summary must be agreed and paid for at the price applying at the time of need before we provide it.

VAT and other tax

Most funeral services are currently exempt from VAT. If VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future your funeral representative may have to pay this before the funeral can take place.

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5. What does my plan not include?

A service or item is included only if your plan summary says it is included. Unless the plan summary expressly says otherwise, none of our plans include:

- repatriation or transport to mainland Scotland where death occurs outside mainland Scotland
- additional mileage or hire charges where the funeral is more than 20 miles from the appointed funeral home or funeral service provider
- weekend, evening, public holiday or out-of-hours funeral charges
- flowers, orders of service or newspaper notices
- embalming
- alternative hearses or vehicles
- the purchase of a grave, lair, burial plot, memorial or headstone
- reception into a church, home or another location before the funeral
- any supplemental fees such as out-of-area or non-resident charges from third-party suppliers
- organist fees
- another disbursement or additional service not expressly guaranteed in the plan summary
- Any additional costs associated with changes in regulation, tax, or law which affects the products or services included in your funeral plan at the time of need.

6. How do I pay?

Payment options available depend on the age of the covered individual on the plan start date.

When choosing a payment option consider both the overall cost of the plan and, if paying by instalments, whether the monthly payments are affordable for you.

6.1 Payment in full

To make a payment in full, the covered individual must be aged 18 or over and under 100 when the plan starts.

You may pay the full plan price in one payment by debit card, credit card or bank transfer.

The full plan benefits apply from the plan start date shown in your plan summary.

6.2 Paying by fixed-term instalments

If you do not keep up your payments, your plan is at risk and you could lose your plan benefits.

To pay by fixed-term instalments the final scheduled monthly payment must be made before the covered individual's 75th birthday. This means that when taking out the plan the covered individual must be aged 18 or over and:

- Under 70 for a five-year payment term
- Under 65 for a ten-year payment term.

You must pay an initial deposit of £525 by debit card, credit card or bank transfer, then monthly payments by direct debit over five or ten years. Your plan summary shows the monthly payment, which includes any direct debit charge, the payment term and the total amount you will pay should the full term be completed.

- The £525 management fee for setting up and administering the plan is included in the plan price. For instalment plans, the deposit is allocated towards that fee but remains part of the payments received when we calculate a refund.
- Monthly payments must be paid in full and on time. If a collection date is not a business day, collection may take place on the next business day.
- Payment holidays are not available. Contact us promptly if you are having difficulty paying.
- The first 12 months are called the moratorium period which starts on the plan start date shown in your plan summary.
- You can end the moratorium early if you settle the outstanding balance in full and the settlement payment clears.
- The full plan benefits apply once the moratorium period is complete. Before then, full benefits will only be provided in the event of accidental death as defined in these terms.

6.2.1 What happens if the covered individual dies?

Cause of death	During the moratorium period	After the moratorium period but before the payment term is complete	After the payment term is complete
By accidental death	We will provide the funeral services and benefits included in the plan in full.	We will provide the funeral services and benefits included in the plan in full.	We will provide the funeral services and benefits included in the plan in full.
By any cause of death other than accidental	We will refund all payments made to the person legally entitled to receive them or put the payments towards the funeral, if provided by us.	We will provide the funeral services and benefits included in the plan in full.	We will provide the funeral services and benefits included in the plan in full.

6.2.2 Can I pay the balance early?

Yes. You can settle the outstanding balance at any time. We do not charge an administration or early-settlement fee, and we waive any direct debit charges included in future instalments. We will confirm the settlement amount before taking the settlement payment.

When the payment clears, the plan is treated as paid in full, no further instalments are due and the moratorium ends immediately.

6.2.3 What if I miss a monthly payment?

Please contact us early

Missing one payment will not automatically cancel your plan. Tell us if you are experiencing financial difficulty so that we can explain any support or options that may be available.

If you do not keep up your payments, your plan is at risk and you could lose your plan benefits.

If you miss two monthly payments in a row, we will send a written statement as soon as possible and no later than five business days after the second missed payment. It will show the missed payments, the total shortfall and the possible consequences.

You then have 10 business days from the date of the statement to pay the shortfall. We do not charge a missed-payment or catch-up fee.

If the shortfall is not paid, we may cancel the plan. Before doing so, we will consider your circumstances, any financial difficulty you have told us about, and whether another reasonable arrangement is available.

If we cancel due to missed payments, we will refund all payments received less the £170 cancellation fee. We will not deduct the cancellation fee if the cancellation takes effect during your moratorium period or cancellation period.

7. Can I change my plan?

You cannot change the covered individual or change any individual services included in your plan after the plan starts.

You can change non-contractual information such as your nominated representative and recorded funeral wishes.

If you feel that your chosen plan no longer meets your needs you might be able to switch to another eligible funeral plan as long as the covered individual is alive.

8. Switching a funeral plan

While the covered individual is alive, the plan purchaser may request to switch their existing funeral plan to another eligible funeral plan (replacement funeral plan) that we offer at the time of the request.

A plan switch takes effect only when we confirm it in writing and issue a new information pack containing your new plan summary and unique plan reference number. Until then, the existing plan continues.

8.1 Before you switch

We will explain the available replacement funeral plans and confirm the price, benefits, exclusions, payment arrangements, including any amount payable or refundable.

8.2 How we calculate the switch

We compare the price of your selected replacement plan at the time the request is made against the amount you have already paid toward your existing plan (including your deposit and any monthly payments, if applicable, excluding any direct debit charges).

We will not charge you a second management fee.

8.3 What if the new plan costs more?

If the replacement plan costs more you must you pay the difference, either in full or, if we agree and you remain eligible, through revised monthly payments for the remainder of your existing fixed term.

8.4 What if the new plan costs less?

If the replacement plan costs less you can receive the surplus as a refund or, for an instalment plan, ask us to use it to reduce or settle the remaining instalments, if applicable.

We will confirm the calculation before the switch takes effect.

8.5 What happens after the switch?

After the plan switch:

- If you were paying by fixed term instalments the original moratorium does not restart or extend. If as a result of the plan switch the plan is paid in full the moratorium period ends.
- The cancellation period does not restart. It remains in place from when you received the original information pack.
- For a contribution plan, the new plan summary states the minimum contribution that will be paid. Previous contribution growth does not transfer.

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9. How do I cancel?

You may cancel at any time while the covered individual is alive by contacting us using the contact details in these terms. You cannot cancel after the covered individual has died.

Your payment option	During the cancellation period	After the cancellation period
Payment in full	If you cancel within 30 days of receiving the information pack, we will refund all payments received.	If you cancel after the 30-day cancellation period, we will refund all payments received, less the £170 cancellation fee.
Fixed-term instalments	If you cancel within 12 months of receiving the information pack, we will refund all payments received.	If you cancel after the 12-month cancellation period, we will refund all payments received, less the £170 cancellation fee.

The refund will never exceed the payments we received. We will normally pay the refund within 30 days after we receive and process your request. We may ask for reasonable evidence of identity and authority before paying it.

10. When may we cancel or end the plan?

We may cancel or end the plan in these circumstances:

- the missed-payment process described in section 6.2.3 has been completed and the shortfall remains unpaid;
- after death, the funeral is requested outside mainland Scotland and suitable alternatives cannot be agreed; or
- after death, another funeral director is appointed without our prior agreement.
- something included in your plan is no longer available, we offer a reasonable alternative, and that alternative is not accepted.

Before ending or cancelling the plan, we will consider the circumstances and whether another reasonable outcome is available.

We will not deduct the cancellation fee if we end the plan for a funeral outside mainland Scotland.

Who receives any refund?

A refund cannot exceed the payments received under the agreement. If the plan purchaser is alive, we pay them. If the plan purchaser has died, we pay their representative or another person legally entitled to receive it.

The person arranging the funeral receives a refund only if they are also the plan purchaser or have legal authority to receive it.

11. What should my family do when the covered individual dies?

The funeral representative (the person legally entitled to arrange the funeral) should contact us as soon as reasonably possible and provide the unique plan reference. We will explain the next steps and confirm what is included.

We need satisfactory evidence of death before completing the arrangements. In Scotland this will usually be Form 14, the Certificate of Registration of Death. If that is unavailable or another document is required, we need alternative satisfactory evidence or official authority.

- If nobody contacts us, we will take reasonable steps to contact the plan purchaser, nominated representative, funeral representative or another person who may be legally entitled to act.
- If another funeral director has already provided the funeral, we will not reimburse that funeral's cost. The plan will end and we will refund the payments received, less the cancellation fee, to the legally entitled person.
- If we cannot find that person, we will keep a record and hold any money due in line with the law and our procedures. A failure to reply does not, by itself, mean the plan or money is lost.

12. How is my plan financially protected?

After the plan starts, we arrange a whole-of-life insurance policy with The Royal London Mutual Insurance Society Limited to support the benefits under your plan.

We own the policy and are its beneficiary. You do not own it and cannot cash it in, surrender it, assign it, transfer it, borrow against it or otherwise access it. Royal London will not normally pay you or your estate directly.

If we cease trading or cannot meet our obligations

Our preferred outcome would be for the plan to continue or be transferred to another authorised funeral plan provider. By buying the plan, you agree to such a transfer without further action from you, provided the replacement provider takes on a legally binding obligation on terms equivalent or substantially similar in all material respects and the transfer does not materially reduce your benefits.

If the plan cannot continue or be transferred, Royal London may work with the Financial Conduct Authority, the Financial Services Compensation Scheme and any insolvency practitioner to seek an appropriate customer outcome. Depending on the circumstances and policy terms, this may include a direct payment to you or, after death, to a person Royal London is satisfied is entitled to receive it. Any payment is subject to the relevant evidence, policy terms, scheme rules and arrangements.

You may also be eligible for Financial Services Compensation Scheme protection, subject to the eligibility requirements, compensation limits and rules applying at the time. The person administering the arrangements will explain the available outcome and anything you need to do.

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13. Can we make changes to your plan?

We reserve the right to make reasonable changes to your plan if there is any change to law, tax rules, general practice or regulation that may affect the way we provide your funeral.

We may also make a change to correct an error or where an included service has become unavailable or cannot reasonably be provided. A replacement service will be of equivalent or better nature, quality and value.

Wherever possible, we will give reasonable advance notice in a durable medium and explain the effect. If a change causes material detriment, we will explain any option or remedy available. An urgent legal, regulatory or uncontrollable change may take effect before notice, but we will tell you as soon as reasonably possible.

If we think any alteration to these terms and conditions is to your advantage, we will make it immediately and tell you at a later date.

14. How do I complain?

Contact us using the details in there terms and tell us you wish to complain. We will acknowledge the complaint promptly, investigate it fairly and provide a written final response as quickly as possible and no later than eight weeks after receiving it.

If you remain dissatisfied, or we do not provide a final response within eight weeks, you may have the right to refer the complaint to the Financial Ombudsman Service. The service is free and independent. A referral normally must be made within six months of our final response. Our final response will explain your referral rights and the applicable time limit.

15. How do we use personal information?

We and Royal London use information about the plan purchaser and covered individual to assess, establish, administer, service and fulfil the plan, meet legal and regulatory duties, prevent financial crime, manage complaints and carry out quality assurance. Where necessary and lawful, we may share information with service providers, professional advisers, regulators and financial or insurance providers supporting the plan.

We will not share information for third-party marketing without appropriate consent. Our privacy notice, available on our website or on request, gives further details. Sharing information does not normally make a third party part of this agreement or give you rights against it, except where a protection, claim or payment arrangement applies following our financial failure.

16. Governing law

Scots law governs the agreement. Proceedings may be brought in the Scottish courts, subject to any mandatory consumer right allowing you to use the courts in the part of the UK where you live.

Contact us

If you have any questions or any of your information has changed please get in touch as soon as possible.

Telephone: 0800 996 1927

Email:
enquiries@scotmidlifeservices.co.uk

By post:
Scotmid Coop Life Services Ltd,
Dumbarton Road, Clydebank G81 6DS

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