

## Terms & Conditions

### Pre-Paid Funeral Plan

#### 1. Introduction

- 1.1. 1.1. These Terms and Conditions ("Terms") are an agreement between Plan with Grace Limited, a company registered in England and Wales (registration number O9777885), authorised and regulated by the Financial Conduct Authority, located at Thomas House, 84 Eccleston Square, Pimlico, London, SW1V 1PX (referred to here as the "Company", "we" or "us") and all customers interested in purchasing services offered at [funeralswithgrace.com](https://funeralswithgrace.com) (the "Website") (referred to here as "Planholder", "Purchaser", "you" or "your").
- 1.2. Since these Terms impose certain legal obligations on you, it is important that you read them carefully before proceeding with the purchase process. By paying for your prepaid Funeral Plan, whether online, over the phone, or through another method, you consent to purchase it and to be bound by the terms and conditions outlined below. These Terms will be permanently accessible on the Website, so you can access, print, download and save these Terms at any time.
- 1.3. These Terms are subject to change by the Company at any time. We will make commercially reasonable efforts to include notices of any such updates or modifications on the Website. Any changes that are made to these Terms will not apply retroactively and will not apply to a dispute or event occurring before the change is published.

#### 2. Definitions

Words and phrases in these Terms which begin with capital letters have the meanings set out in this clause.

**"Additional Provision"** means a sum which may be payable to the Funeral Director (or other third parties involved in the funeral process) by the Planholder's Estate for Disbursements, any Additional Services and/or Third-Party Services.

**"Additional Services"** means any services in addition to the services described in your Funeral Plan Summary, which may be requested by the Planholder's Estate at the Time of Need, and which are agreed with and delivered by the appointed Funeral Director (or other third parties involved in the funeral process).

**"Administration Fee"** means the charge you pay to set up the Funeral Plan in consideration for the services provided by us in administering your Funeral Plan as specified in the Funeral Plan Summary.

**"Cancellation Fee"** means the charge that applies if you cancel your Funeral Plan after the Cancellation Period has ended. This fee is to cover the administration and set up of the Funeral Plan. The Cancellation Fee is £99.

**"Cancellation Form"** means the form which we supply as part of your Welcome Pack, and which shall be used by you to cancel your Funeral Plan if you so wish.

**"Cancellation Period"** means (a) any time within 30 days from the Funeral Plan's Start Date (if it is a Payment in Full or in instalments of less than 24 months) or (b) 24 months from the Funeral Plan's Start Date (if you are paying in instalments of 24 months or more) or (c) the period of 7 days from the date you are notified of the identity of your appointed Funeral Services Provider where this was not provided before the Funeral Plan was entered into. You may cancel your Funeral Plan by submitting a Cancellation Form to us or contacting us in accordance with clause 13.

**"Certificate"** means the latest Certificate of Entitlement setting out the details of the services which are provided under the Funeral Plan confirming the details of among other things the Planholder, the Funeral Director nominated by us and the Funeral Plan Benefits.

**"Disbursements"** means third party funeral expenses such as cemetery or crematorium fees, costs of a religious or non-religious service and interment of ashes.

**"Estate"** means a Planholder's next of kin, executors and/or trustees who are legally authorised to act for the Planholder in the event of the Planholder's death.

**"Financial Services Compensation Scheme" or "FSCS"** means the UK's statutory deposit insurance and investors compensation scheme that exists to protect customers of authorised financial services firms in the event of their failure.

**"Funeral Claim Request"** means the request submitted to us by the Estate in accordance with clause 13.1 to claim the services that should be provided under the chosen Funeral Plan at the Time of Need.

**"Funeral Director"** means the relevant company and its personnel we appoint to carry out a funeral under the chosen Funeral Plan.

**"Funeral Plan"** means the legal agreement between you and us comprised of the Certificate, Funeral Plan Summary, and these Terms. If there is any ambiguity between the documents comprising the Funeral Plan, these Terms take precedence.

**"Funeral Plan Benefits"** means the services included in the Funeral Plan, associated fees, the Guaranteed Disbursements (if applicable) and any Additional Provision.

**"Funeral Plan Summary"** means the document summarising the features and benefits, exclusions and limitations of the Funeral Plan, the Payment Method and other information that allows you to assess whether the chosen Funeral Plan meets your needs and requirements, which we will send you once we have set up your Funeral Plan.

**"Funeral Quotation"** means the offer setting out all the details of your Funeral Plan, which we will send to you by email once we have received your confirmation of your intention to purchase the Funeral Plan.

**"Funeral Wishes"** means non-contractual personalised wishes relating to the funeral which may be attached to the Funeral Plan as a guide for the Planholder's Estate when planning any Additional Services.

**"Guaranteed Disbursements"** means, if applicable, the Disbursements which we guarantee to pay at the Time of Need without additional charge as set out in the Funeral Plan Summary.

**"Instalment Fee"** means the additional payment of 6.5% per year which is included in the Price of any Funeral Plan where payments are to be made in instalments over a period longer than 24 months (as referred to in clause 6.7 below).

**"Instalment Payments"** means the monthly payments that will be paid over the chosen instalment period, which cannot be less than 3 months. Interim payments can be made to reduce the term and/or monthly amount of the Instalment Payments and can also reduce the Instalment Fee.

**"Marketing Fee"** means the marketing and distribution fee (included in the price of the Plan) to cover the costs of promoting and distributing the Funeral Plan through our authorised sales channels.

**"Moratorium Period"** means the period under an instalment payment Funeral Plan, during which the Company is not obliged to provide, or secure the provision of, a funeral on the death of the covered Planholder. The Moratorium Period is 24 months from the Start Date (or for instalment terms of less than 24 months, the Moratorium Period is the length of the instalment term). If the Planholder dies after the Moratorium Period, the funeral will be provided with no further payments due.

**"Nominated Representative"** means the Planholder's family member or friend who, with your consent, we will inform about the existence of your Funeral Plan.

**"Payment in Full"** means payment in full by one single payment at the time you take out your Funeral Plan.

**"Payment Method"** means the way that you have chosen to pay for your Funeral Plan.

**"Planholder"** means the person named in the Certificate whose funeral services the Funeral Plan provides for. The Planholder may also be the Purchaser.

**"Price"** means the total fixed price of your Funeral Plan at the time you set up your Funeral Plan.

**"Purchaser"** means the person who is purchasing the Funeral Plan and is responsible for making all the payments and fees due in accordance with the Payment Method. The Purchaser may also be the Planholder.

**"Start Date"** means the date that your Funeral Plan commences. Your Funeral Plan commences on the date we receive payment of the Price in full or, if payments are by instalments, on the date the first instalment is received.

**"Terms"** means these Terms and Conditions as amended from time to time.

**"Third-Party Services"** means any services which are requested by the Estate and procured by the Funeral Director (or other third parties involved in the funeral process).

**"Time of Need"** means the date of the Planholder's death, after which the Company should provide funeral services for the Planholder in accordance with the chosen Funeral Plan.

**"Trust"** means the Plan with Grace Funeral Payment Trust established and operated by a majority of independent trustees.

**"UK"** means United Kingdom.

**"VAT"** means Value Added Tax.

**"Welcome Pack"** means the pack of documentation related to the Funeral Plan that you have selected and sent to you within 14 days once we have set up your Funeral Plan.

### 3. Your Funeral Plan

- 3.1. Your Funeral Plan is a legal agreement between you and us for provision of the prepaid services offered on our Website comprised of the Certificate, Funeral Plan Summary, and these Terms.
- 3.2. The Company offers you a number of different Funeral Plans so you can choose which one satisfies your demands and needs.
- 3.3. You are eligible to buy your Funeral Plan if you are a UK resident and over 18 years old.
- 3.4. If you are paying by monthly instalments for the Funeral Plan with the instalment terms of more than 24 months, you must have made all your payments by your 80th birthday. There is no maximum age limit if you are paying by monthly instalments for the Funeral Plan with the instalment terms of 24 months or less.
- 3.5. As soon as you confirm to us your intent to purchase the Funeral Plan, we will send you by email (if you have provided us with your email address) a Funeral Quotation setting out all the details of the chosen Funeral Plan.
- 3.6. The aim of the Funeral Plan is to provide a funeral for you in accordance with the Funeral Plan selected. The funeral is guaranteed to be carried out by us as detailed in the Funeral Plan Summary which confirms what your Funeral Plan includes and what your Funeral Plan does not cover. Please be aware if any changes are made to the Funeral Plan before or at the Time of Need, further charges may be applied.
- 3.7. As soon as we set up the Funeral Plan you will receive an email from [support@funeralswithgrace.com](mailto:support@funeralswithgrace.com) that will include your temporary login details to the Plan with Grace portal so you can view your Funeral Plan documentation immediately online. This documentation will also be included in a Welcome Pack that will be sent to you in the post which you will receive within 14 days. You should keep all documents in a safe place and let your family or Nominated Representative know where they are kept.
- 3.8. Your Funeral Plan commences on the date we receive payment of the Price in full or if it is to be paid in instalments, on the date first payment from you is received by us.

3.9. If you provide us with your Nominated Representative, we will contact them within 5 business days to let them know about the Funeral Plan, so they know who to contact when the time comes. If you do not wish us to contact your Nominated Representative, you can opt out of this requirement. Please note it is not compulsory to have a Nominated Representative.

3.10. At the Time of Need the Estate should contact us in accordance with contact details described in clause 13.1 and submit a Funeral Claim Request to claim the services that should be provided under the chosen Funeral Plan. Once a Funeral Claim Request has been received and accepted by us, the Estate should provide to us an original document proving of the Planholder's death and with other evidence as we may reasonably require.

3.11. The Company only provides funeral arrangements in the United Kingdom. The funeral provided by the Funeral Plan must be conducted in the covered areas which are England, Scotland, Wales, and Northern Ireland. The Funeral Plan does not cover the costs of repatriation.

3.12. If, following the death of the Planholder, the family or Estate choose not to appoint our nominated Funeral Director to carry out the funeral services included within the Funeral Plan, the Funeral Plan will be treated as cancelled. In these circumstances, we will refund the amount paid under the Funeral Plan, less the applicable Cancellation Fee.

Any refund will be made to the Purchaser. If the Purchaser is deceased, the refund will be paid to their Estate. We may require the personal representatives of the Estate to provide a suitable indemnity before any payment is made.

3.13. Upon purchase, we will provide you with the relevant Funeral Plan documentation, which may include your Funeral Plan Summary, Funeral Plan Certificate, welcome pack and any other documents relating to your Funeral Plan. These documents will be provided either by post or by electronic means (such as email), depending on the contact details you have provided and your communication preferences. We may also make certain documents available to you electronically where appropriate.

If you request additional or replacement copies of your Funeral Plan documentation, including Funeral Plan Summaries, Funeral Plan Certificates, welcome packs or other related materials, we reserve the right to charge a reasonable administration fee to cover the cost of producing and delivering these documents, particularly where paper copies are requested. We will inform you of any such fee at the time of your request.

3.14. We will provide you with a written statement every 3 years confirming the key details of your Funeral Plan. This will include your Funeral Plan number, the services covered, any payments made or outstanding, and the name of the Funeral Director allocated to your Funeral Plan (if applicable). We may also issue an updated statement at any time if there is a material change to your Funeral Plan, such as a change to your chosen Funeral Director or payment status. You may request a copy of your current Funeral Plan statement at any time, free of charge, by contacting our customer service team.

### 4. What your Funeral Plan includes

- 4.1. All our Funeral Plans include our services and fees described in the Funeral Plan Summary which you receive after purchasing the Funeral Plan, as well as third party charges that we pay to someone else. All these fees are fully guaranteed, which means you will not pay more for the services included in your Funeral Plan at the Time of Need.
- 4.2. If any of the services that your Funeral Plan includes today are not available at the time of your funeral, we will provide a reasonable alternative of at least equal quality at no additional cost.
- 4.3. Provided that you comply with your obligations in these Terms and your Funeral Plan Summary expressly confirms this, we guarantee to pay the Guaranteed Disbursements at the time of the funeral. The Planholder's Estate may pay for any additional Third-Party Services. We will have no liability for any additional Third-Party Services.
- 4.4. The Planholder's Estate may use any Additional Provision to pay any other Disbursements or Additional Services which are not included in the Funeral Plan.
- 4.5. The price of the Funeral Plan includes a £250 Administration Fee and a £500 Marketing Fee which contribute to the costs of setting up, administering, promoting and distributing the Funeral Plan through our authorised sales channels and partners. Where two plans are purchased simultaneously a discount of £50 per plan is applied.

## 5. What your Funeral Plan does not cover

- 5.1. Any services or goods which are not described in your Funeral Plan Summary are not covered by the Funeral Plan. This applies also to any additional goods or services that the Planholder's Estate agrees to purchase directly from the third parties providing a specific service, for example flowers, catering, and newspaper notices.
- 5.2. Any additional costs associated with changes in regulation, tax, law, or industry accepted practice, which affects the conduct of your funeral and local authority fees are excluded from the Funeral Plan. If any additional fees payable are required that are not included in your Funeral Plan, they will need to be paid for separately at the time of the funeral.
- 5.3. Any Funeral Wishes attached to your Funeral Plan operate as a guide to the Planholder's Estate and are not the subject of any contractual agreement with us, and it remains the right of the Planholder's Estate to determine which, if any, Additional Services it wishes to receive in respect of the funeral.

## 6. Price and Payments

- 6.1. Price is the total fixed price of your Funeral Plan at the time you set up your Funeral Plan. It is calculated by the Company, and it consists of the cost of the services under your Funeral Plan, the Administration Fee, and the Instalment Fee (if applicable).
- 6.2. The two Payment Methods we offer you for your Funeral Plan are a Payment in Full and Instalment Payments.
- 6.3. If you have chosen to pay in full, the Price is payable in full immediately on commencement of the Funeral Plan in accordance with clause 3.8. The payment will be processed using credit or debit card, or by bank transfer or by direct debit in one lump sum. We will provide the Funeral Plan Benefits in accordance with your Funeral Plan when they are needed.
- 6.4. If you have chosen to pay by instalments, you will pay the Price by equal monthly instalments by credit or debit card or by direct debit. You can choose a set monthly payment date from the 1st to 28th day of the month so that your payments are collected on the same day of each month. If this payment date is on a weekend or on a bank holiday, we may collect the monthly payment just after that date.
- 6.5. If you have chosen to pay by instalments, you can choose to pay a deposit of any amount and you will pay the balance by equal monthly instalments by credit or debit card or by direct debit.
- 6.6. If the Planholder dies within 24 months of the Start Date (and the death was not an accident) and the Funeral Plan is not fully paid but Instalment Payments are up to date, the Estate will have two options:
- (1) to pay the balance so that we can provide the Funeral Plan Benefits; or (2) to not pay the balance and we will cancel the Funeral Plan and return the money paid to date.
- 6.7. If you choose to pay for your Funeral Plan by monthly instalments over a term of more than 24 months, an Instalment Fee will apply. The Instalment Fee is currently 6.5% per annum, calculated on the original purchase price of the Funeral Plan.

No Instalment Fee will be charged during the first 24 months of any instalment plan. From month 25 onwards, the Instalment Fee will become payable and will be applied at the rate set out above, calculated on the original purchase price of the Funeral Plan (and not on any reducing balance).

No Instalment Fee is payable if the Funeral Plan is paid in full at the time of purchase or by instalments over a term of 24 months or less.

The table below\* provides illustrative examples showing how the Instalment Fee affects the total amount payable when a Funeral

Plan is paid for over different repayment periods. These examples are for illustrative purposes only. The exact Instalment Fee, monthly instalment amount and total price payable will depend on the specific Funeral Plan selected and the repayment period chosen.

- 6.8. You can choose to make an early settlement and pay the outstanding balance at any time, in which case the Instalment Fee will be calculated and payable on a pro rata basis.
- 6.9. If the Planholder dies after the Moratorium Period (as defined above), we will not collect the outstanding balance and will provide the funeral in accordance with the Funeral Plan.

## 7. Security and Protection

- 7.1. To ensure that it is protected and secure, your money is held securely in the Trust until a Funeral Claim Request is received and accepted by us, so it can only be used to pay for your funeral.
- 7.2. No interest or investment returns will be payable to you in respect of any payments received by us and/or the Trust. By agreeing to the Funeral Plan, you give us your irrevocable and unconditional consent to receive and completely benefit from any investment income and capital gains on payments made to the Trust.
- 7.3. In accordance with regulatory requirements, we have arrangements in place with the Trust to ensure its invested money will only be released in the following circumstances: (1) if you or we cancel your Funeral Plan, we will refund you the amount you have paid, less the Cancellation Fee, if applicable; (2) if you die and proof of death is provided to us, we will pass the document to the Trust and the Trust will provide the money for your funeral; (3) if our business fails, the Trust will distribute funds back to your Estate if an alternate Funeral Plan provider cannot be found. If the transfer from the Trust is less than the amount of the payments made, you will be entitled to compensation under the FSCS.
- 7.4. In the unlikely event that our business fails, the insolvency practitioner will seek to decide a third-party plan provider to transfer your Funeral Plan to ensure that your Funeral Plan Benefits can still be provided when you die on terms corresponding in all material aspects to your Funeral Plan. However, if this is not possible to find a third-party plan provider, you (or your Estate if you have died) will have a legal right to claim your monies back from the Trust directly.
- 7.5. By purchasing the Funeral Plan, you consent to your Funeral Plan being transferred to another plan provider on the same terms if our business fails. If a transfer of your Funeral Plan to another plan provider, or the return of your monies is not possible, you may be entitled to compensation under the FSCS.
- 7.6. Further information about the FSCS arrangement is available at [www.fscs.org.uk](http://www.fscs.org.uk), or by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk), or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## 8. Missed payments and Cancellation

- 8.1. We may end your Funeral Plan in the following circumstances:
- if you fail to make payments due under an instalment arrangement, in accordance with the instalment payment provisions set out below; or
  - if we reasonably believe the Funeral Plan has been obtained or used fraudulently or in connection with criminal activity.
- 8.2. If you have chosen to pay by instalments, you must make a regular and up-to-date monthly payment. It is important that you contact us as soon as you can if you are finding it difficult to pay your monthly payments so that we can help. If we do not receive any payment from you, we will write to you within 5 business days requesting you to bring your payments up to date.

Funeral Plan Type	Price	Repayment Period	Total Instalment Fee at 6.5% per annum	Price per month including Instalment Fee	Total Price Payable
Direct Cremation Plan	£1595	36 months	£103.68	£47.19	£1698.68
Rose	£2295	48 months	£298.35	£54.03	£2593.35
Bluebell	£2895	60 months	£564.53	£57.66	£3459.53
Violet	£3595	60 months	£701.03	£71.60	£4296.03

\*For illustration purposes

8.3. If you miss the first two (2) monthly payments, and payment for those two (2) missed monthly payments is not made within the next 10 business days of our request to settle the shortfall, the Funeral Plan may be cancelled.

8.4. If you miss two (2) consecutive monthly payments and have previously made a payment, we reserve the right to pause your Funeral Plan until you make all the necessary payments to us.

We will contact you within 5 business days to provide you with a statement of the individual payments due, the total amount of the payment shortfall and information on the consequences if the payments are not made within 10 business days. If your payments are not brought up to date within the 10 business days your Funeral Plan will continue to be paused and we have the right to cancel your Funeral Plan and give you back the money paid, less our Cancellation Fee (if applicable). Reduced payment plans, payment holidays etc. may be offered on a case-by-case basis however we retain the right to cancel.

8.5. We may cancel the Funeral Plan by giving notice to you if the funeral cannot be performed because of circumstances outside of our control or outside the control of the nominated Funeral Director (for example war, terrorism, riot).

8.6. If we decide to cancel your Funeral Plan, we will give you back the money paid, less our Cancellation Fee (if applicable).

8.7. You have the right to cancel your Funeral Plan at any time by completing and returning the Cancellation Form which will be included in your Welcome Pack or otherwise by notifying us in writing, by telephone or by email in accordance with clause 13.1. We will write to you to acknowledge receipt of your Cancellation Form.

8.8. Any notification of cancellation should specify all the following details: (1) the Funeral Plan number; (2) the full name and address of the Planholder; (3) the Planholder's date of birth; and (4) a telephone number and/or email address for contact purposes should there be any issue with the cancellation. There will be additional security questions where the Funeral Plan is cancelled by telephone or by email.

8.9. You have the right to cancel your Funeral Plan and to receive a full refund with no obligation within the Cancellation Period. If you cancel your Funeral Plan outside of the Cancellation Period you will receive a refund of any monies paid, less the Cancellation Fee.

8.10. If cancellation is requested, we will refund all the money you have paid (less our Cancellation Fee if applicable) within 28 days of us receiving notification of cancellation.

8.11. If the Funeral Plan is not used, and cancellation is requested after the death of the Planholder, we may require additional information from the person cancelling the Funeral Plan before we can complete the cancellation.

8.12. Any refund will be made to the person who originally paid for the Funeral Plan or to the Planholder's Estate.

8.13. Once your Funeral Plan is cancelled, we will have no further obligation to fulfil your Funeral Plan.

## 9. VAT

9.1. VAT is not currently charged on a funeral service. However, if VAT or any other form of tax becomes chargeable on funeral services or part of such services in the future, you or your Estate must pay the VAT or additional tax at the time of the funeral.

9.2. If you are paying for any Additional Services as part of the Funeral Plan, then any third-party suppliers who provide those goods or services may charge VAT which we will pay and recover from you or your Estate.

9.3. If you or your Estate do not pay any applicable VAT this may affect our ability to deliver the Funeral Plan Benefits.

## 10. Changes

10.1. If there is any change in regulation, law, tax rules or general practice that may affect the way we provide your funeral, such as a change in the requirement for number of signatures on the death certificate, or a change in VAT legislation, we reserve the right to make changes to your Funeral Plan, which could mean we need to apply additional charges or cancel your Funeral Plan and give you a refund.

10.2. We may change the Funeral Plan without your consent to implement minor adjustments and improvements.

10.3. Where we can, we will notify you and your Nominated Representative (if you have chosen one) in writing and in good time about any material change before it takes effect and will provide an explanation

of any implications where necessary. However, external factors beyond our control may mean that we are unable to notify you of the change before it is implemented.

10.4. If you do not agree to the changes, we may cancel your Funeral Plan and refund to the Planholder's Estate any monies paid to date (less Cancellation Fee). We may in our sole discretion agree to waive the Cancellation Fee in certain circumstances, for example where the alternative arrangements are materially different to the services that would otherwise have been provided under the Funeral Plan.

10.5. You may request changes to the Funeral Plan at any time before submission of the Funeral Claim Request by contacting us in accordance with clause 13.1 and we will advise you of any revisions to the Funeral Plan necessary to implement your changes, together with any associated cost increases. The payment of the Price difference will be required to complete such change request.

10.6. We reserve the right to levy a further fee (details of which are published on our Website as updated from time to time) to administer any change to your Funeral Plan. Full details of our fees can be found on our Website.

10.7. Please let us know if you change any of your personal details (for example your address or bank account) by contacting us in accordance with clause 13.1. It is important that you keep us informed with any updates as it may affect your Funeral Plan.

10.8. It is important that you regularly review your Welcome Pack to make sure it is right for you. If there are any changes in the information set out in your Certificate or provided to us, you must notify us of those changes as soon as possible in accordance with clause 13.1. If you or the Estate do not give us this information within a reasonable time, or you or the Estate give us incomplete or incorrect information, we may either end the Funeral Plan or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

## 11. Personal Information and Data Protection

11.1. We will only use and process the personal information that you or your Estate provides to us to: (1) provide you with the services you have chosen; (2) process your payments of the fees; and (3) inform you about changes to your Funeral Plan and products and services that we think may be of interest to you. You can opt out of receiving marketing information at any time.

11.2. In compliance with the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018, we will always act responsibly with your data.

11.3. In accordance with GDPR your information will be stored and processed in computerised form, and will include your name, address, date of birth, contact details such as telephone numbers or email address.

11.4. We will process your personal data, which may include special category data, in accordance with applicable data protection law. We do so where it is necessary for the performance of our contract with you (to set up, administer and deliver your Funeral Plan), to comply with our legal and regulatory obligations, and where necessary for our legitimate business purposes (such as internal administration and record-keeping). Where we process special category data, we will do so only where an additional lawful condition applies, such as your explicit consent.

We will only share your personal data with third parties where this is necessary to provide your Funeral Plan or where we are required to do so by law or regulation. This may include funeral directors, payment providers, and the trustees of the Plan with Grace Funeral Protection Trust, as well as other service providers who support the administration of your plan.

11.5. You must not knowingly provide us with incorrect information. If you do, we reserve the right to cancel your Funeral Plan and return your payments (including any deposit but deducting any Cancellation Fee, if applicable).

11.6. Where we rely on your consent to process your personal data (for example, in relation to marketing communications or the processing of special category data such as religion), you have the right to withdraw that consent at any time by contacting us using the details set out in our Privacy Policy or by using any unsubscribe facility provided in our communications. Withdrawal of your consent will not affect the lawfulness of any processing carried out before you withdraw it.

Please note that where we process your personal data to administer and deliver your Funeral Plan, this is typically on the basis that it is necessary for the performance of our contract with you or to comply with our legal obligations. If you request that we stop such processing, we may not be able to continue to provide your Funeral

Plan or some of its features. Further details are set out in our Privacy Policy.

- 11.7. We collect and use the personal information that you provide to us about your Estate, so that we can effectively operate your Funeral Plan and provide you with the services you have chosen.

For example, we ask you to provide information about your next of kin, so that they are aware of the Funeral Plan. We collect and use this type of information in accordance with this clause 11 and our Privacy Policy which you can find on our Website. If you provide us with any personal information of any of your Estate, you confirm that you have obtained their prior consent before doing so.

## 12. Unused Funeral Plans & Uncollected Ashes

- 12.1. If, through our ongoing monitoring, we become aware that the Planholder has died, or if the Funeral Plan has not been used by the Covered Individual's 105th birthday, we will take reasonable steps to contact you or the personal representatives of your estate to arrange for cancellation of the funeral plan and payment of any refund due.

Where we have made reasonable efforts to establish contact but have been unsuccessful within a reasonable period, we reserve the right to cancel the Funeral Plan (after deducting any reasonable costs properly incurred). Any remaining funds will be paid to the Planholder's Estate via the person arranging the funeral or, where this is not reasonably practicable, donated to a registered charity of our choosing on your behalf.

- 12.2. Following the cremation, we will take reasonable steps to notify the Planholder's personal representatives or nominated contact (as recorded in our records) that the ashes are available for collection from the crematorium (or delivered if your plan includes this). Such steps may include telephone or written notification using the last known contact details provided to us.

If the ashes have not been collected within six (6) months of the date of cremation, we will make further reasonable attempts to contact the relevant parties to arrange collection or to obtain alternative instructions. Where, despite these efforts, no instructions have been received and collection or delivery has not been arranged within that six (6) month period, we reserve the right to arrange for the ashes to be respectfully scattered within the crematorium's Garden of Remembrance or such other appropriate location in accordance with the crematorium's policies and applicable law.

## 13. Responsibility, questions and complaints

- 13.1. We are under a legal duty to supply the goods and services included in your Funeral Plan in conformity with these Terms and your statutory rights.
- 13.2. We are not responsible for acts outside our reasonable control. We are not responsible for any loss or damage that is not foreseeable.
- 13.3. We may use third parties to deliver services included within your Funeral Plan. Where this occurs, we remain responsible for ensuring those services are arranged and delivered in accordance with these Terms and your Funeral Plan documentation. We are not responsible for services that are not included within your Funeral Plan and/or that are arranged directly by you with a third party.

Nothing in these Terms limits or excludes any liability that cannot lawfully be limited or excluded.

- 13.4. If you have any questions or complaints about these Terms, your Funeral Plan, or anything else about the services you receive from us, please contact our customer service team immediately in accordance with clause 14.

We will acknowledge your complaint as soon as possible, and no later than 3 working days following receipt. We will use all reasonable endeavours to ensure that it is dealt with as quickly as possible. If the matter is resolved with your agreement within the timeframe, we will provide a summary resolution communication confirming that the complaint has been resolved. Otherwise, we will investigate the complaint and provide you with our final response as soon as possible thereafter. We have a maximum of 8 weeks to investigate the complaint and provide a final response, but we aim to respond much sooner than this wherever possible.

- 13.5. If you are not happy with our response, you may then refer your complaint to the Financial Ombudsman Service ("FOS") on **0800 023 4567** or email **complaint.info@financial-ombudsman.org.uk**.

FOS usually consider most complaints, and the service is free to use.

## 14. How to contact us

If you have any questions, requests, misunderstandings, or complaints about the Funeral Plan, these Terms, or other queries regarding the Company, please contact us immediately:

(1) by emailing our customer service team at **support@funeralswithgrace.com**; or

(2) by telephone **0800 471 4689**; or

(3) by post to  
**Plan with Grace Limited**  
**Thomas House, 84 Eccleston Square**  
**Pimlico**  
**London SW1V 1PX**

## 15. General terms

- 15.1. Plan with Grace Limited is authorised and regulated by the Financial Conduct Authority (reference number: 961832).
- 15.2. In accordance with regulatory requirements and circumstances set forth in clause 7, we may transfer our rights and obligations under the Funeral Plan to another third-party plan provider. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the Funeral Plan within 30 days of us telling you about the proposed transfer and we will refund all the money you have paid (less our Cancellation Fee).
- 15.3. The Funeral Plan constitutes the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to the subject matter.
- 15.4. The Funeral Plan is a legal agreement between you and us. No other person except for the Planholder's Estate shall have any rights or obligations under it.
- 15.5. Anything which is not documented in writing in these Terms will not be effective. If there is any ambiguity between these Terms and other documents related to the Funeral Plan, the terms set out in these Terms take precedence over the others.
- 15.6. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that anything in these Terms is invalid or unenforceable, these Terms will be interpreted as if that part were modified to make it valid and enforceable or deleted, and the rest shall remain in force.
- 15.7. These Terms and the Funeral Plan are governed by English law. Any claims or disputes relating to the Funeral Plan will be adjudicated in the Courts of England and Wales.
- 15.8. Any failure to exercise or delay in enforcing our rights (such as our right to cancel the Funeral Plan in the event of unpaid instalments), will not restrict our rights to do so, and a waiver of any such rights or of any breach of any term will not be deemed to be a waiver of any other right or any other later breach.
- 15.9. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.
- 15.10. These Terms and Conditions apply to all Funeral Plans entered into from 1st May 2026 and thereafter.