



Safe Hands Plans Limited, trading as Safe Hands Funeral Plans

Registered office: 8 Peterson Road, Wakefield, West Yorkshire, WF1 4EB (Tel: 0800 917 7099)

Company No: 08869875

TERMS & CONDITIONS (the "Terms")

- **Please ensure your family/executors are aware that you have purchased a Safe Hands Funeral Plan. Ensure you store your funeral plan documentation in a safe place – preferably with your will documents.**
- **Please ensure you have read and understood these Terms.**

Advice for Plan Holder's Representative(s) to follow in the event of the Plan Holder's death

1. When death occurs, the next of kin or executors must contact Safe Hands Funeral Plans on our dedicated 24hr response line (0800 917 70 99).

Safe Hands Funeral Plans will appoint the funeral director, whose responsibility it will be to undertake the funeral in accordance with the details contained within the funeral plan. The funeral director will liaise directly with you (the Plan Holder's representative(s) and, where applicable, the hospital/residential home to organise collection of the deceased.

2. Safe Hands Funeral Plans will require a copy of the death certificate to allow access to the Trust, in order to pay for the funeral service (this will be provided to Safe Hands by the appointed Funeral Director).

3. Please be aware that additional charges are likely to be payable if the death is not reported to Safe Hands Funeral Plans directly in the first instance.

1. DEFINITIONS

In these **Terms** the words listed below shall have the following meanings unless the context otherwise requires:

'3rd Party Agent' means an individual and/or company (other than the **Company**) through whom the **Plan** may have been purchased.

'At Need Plan' means a **Plan** purchased in the immediate aftermath of the death of the **Plan Holder**.

'Attorney' means any individual who has legally appointed powers to oversee/manage the **Plan Holder's** legal and/or financial affairs.

'Cancellation Charge' means the cancellation charge which may be made by the **Company** in accordance with the provisions of these **Terms** (namely £495).

'Company' means Safe Hands Plans Limited (trading as Safe Hands Funeral Plans).

'Disbursements' (also known as 3rd Party Fees) means any out of pocket expenses or sums payable by the **Funeral Director** and/or **Company**, for elements of the funeral that are outside of the **Funeral Director's** and/or **Company's** control as defined in these **Terms**.

'Double Plan' means two plans that have been purchased together at the same time (for instance, by a married/cohabiting couple).

'Funeral Director' means the firm and/or individual(s) appointed by the **Company**, responsible for carrying out the **Plan Holder's** funeral.

'Funeral Director's Fees and Services' means elements making up the cost of a funeral, for which the **Funeral Director** receives payment directly.

'Plan' means the **Funeral Plan** identified in this agreement which includes the services agreed to be provided by the **Company** under the **Terms** of that **Plan**.

'Plan Certification' means the official paperwork (including **Plan** number and instructions for your **Representatives** to follow in the event of your death, a copy of the **Terms**, and details of your application).

'Plan Effective Date' means the date on which the **Plan** becomes effective subject to Section 2 of these **Terms**.

'Plan Holder' means you, the customer or, where you are purchasing the **Plan** for the benefit of some other person, that person named within that specific **Plan**.

'Plan Holder's Representative(s)' means the person or persons acting on the **Plan Holder's** behalf, in the event of the **Plan Holder's** death, under a Power of Attorney or otherwise.

'Plan Purchaser' means a person or persons purchasing a **Plan** on someone else's behalf.

'Terms' means these terms and conditions.

2. CONTRACT

2.1 Applicable to **All** plans: Where the **Plan** is purchased direct from the **Company** or from one of the **Company's 3rd Party Agents** either via telephone or online (both meaning no application form will have been signed by the **Plan Holder/Plan Purchaser**), then within 5 to 10 working days the **Company** will send to the **Plan Holder/Plan Purchaser** their **Plan Certification** and Welcome Pack confirming the details of the **Plan**. If, within 21 days of the **Plan Holder/Plan Purchaser** committing to the purchase, the **Company** receives no notification from the **Plan Holder/Plan Purchaser** to state that they are dissatisfied with these **Terms**, and/or that they wish to cancel the **Plan** pursuant to Section 10, it shall be taken the **Plan Holder/Plan Purchaser** is satisfied with the **Plan** and with these **Terms**, and the contract will have existed from the date of processing the **Plan Certification** by the **Company**, which date is therefore the **Plan Effective Date**.

2.2 Applicable to **All** plans: Where the **Plan** is purchased direct from the **Company** or from one of the **Company's 3rd Party Agents** via a face-to-face consultation, and the **Plan Holder/Plan Purchaser** is presented with an application form detailing the **Plan** being purchased and associated payment terms and a copy of these **Terms**, for signature. If, within 21 days of the **Plan Holder/Plan Purchaser** committing to the purchase, the **Company** receives no notification from the **Plan Holder/Plan Purchaser** to state that they are dissatisfied with the **Plan** or with these **Terms**, and/or that they wish to cancel the **Plan** pursuant to Section 10, it shall be taken the

Plan Holder/Plan Purchaser is satisfied with the **Plan** and with these **Terms**, and the contract will have existed from the date of processing the **Plan Certification** by the **Company**, which date is therefore the **Plan Effective Date**.

3. OBLIGATIONS OF THE COMPANY

3.1 Applicable to **All** plans: Upon receipt of payment for the **Plan** to the value shown in the **Plan Certification**, the **Company** will provide or procure the services stipulated in the **Plan** under these **Terms** and subject also to the exclusions and limitations in Section 4 of these **Terms**.

3.2 Applicable to **All** plans: If you have a complaint about the **Company**, then you are asked in the first instance to contact the **Company** by letter (to Safe Hands Funeral Plans Complaints) or by email (to complaints@safehandspans.co.uk) which we will endeavour to resolve the issue in accordance with its formal complaints procedure (see www.safehandspans.co.uk/complaints for more information).

3.3 Applicable to **All** plans: Any complaints about the **Funeral Director** should be referred back to their own disciplinary department for determination (if applicable) under its own complaints procedure. Should you fail to receive a satisfactory response, please contact the National Federation of Funeral Directors on 01924 675 719 (www.nffd.co.uk) who will act in mediation.

3.4 Applicable to the **Topaz, Pearl, Sapphire, and Ruby** plans only: The **Plan Holder** is permitted to nominate a preferred **Funeral Director** to undertake their funeral service. Upon death of the **Plan Holder**, the **Company** will seek to appoint the **Plan Holder's** nominated firm. However, should it transpire that, for any reason, the nominated **Funeral Director** is unavailable/unable to carry out the funeral, then the **Company** will appoint an alternative **Funeral Director** at its discretion to carry out the **Plan Holder's** wishes without further cost to the **Plan Holder's** family and/or estate subject to provisions of these **Terms**.

3.5 Applicable to **All** plans: If the Plan is purchased after the death of the plan holder (referred to as an **'At Need'** plan), the **Funeral Director** will be appointed at the complete discretion of Safe Hands Funeral Plans

3.6 At the present time, funerals to be funded through the purchase of the **Company's Plans**, cannot be, without the prior written consent of the **Company**, be assigned to, or conducted by any firm of funeral directors owned by Dignity Plc.

3.7 Applicable to the **Direct Cremation** and **'Your Simplest' Plan** only: The **Funeral Director** tasked with undertaking the funeral will be selected at the complete discretion of the **Company**.

3.8 Applicable to **All** plans: Upon death of the **Plan Holder** it is the responsibility of the **Plan Holder's Representative(s)** to notify the **Company** on 0800 917 7099 directly rather than any other funeral service provider or funeral director. If the **Plan Holder's Representative(s)** fails to notify the **Company** that the **Plan Holder** has passed away and a funeral takes place or is organised without

the **Company's** knowledge and consent, then the **Company** accepts no liability for the quality of the services received. Similarly, no monies can be claimed against the **Plan** after a funeral arranged without the **Company's** prior knowledge and consent, has taken place. Any payment in such circumstances will be at the complete discretion of the **Company**.

3.9 The **Plan** has no cash value, and no monies can be claimed against it either before or after the funeral has taken place (except under the circumstances set out in Section 10.

3.10 The **Company** guarantees the provision of the **Funeral Director's Fees and Services**, at no additional cost to the **Plan Holder/Plan Holder's Representative(s)** subjection to the provision of these **Terms**.

4. EXCLUSIONS & LIMITATIONS

4.1 Applicable to **Pearl, Sapphire, and Ruby Plans** only: The price of the funeral in the **Plan** includes an allowance of £1,200 towards certain **Disbursements**. This **Disbursements** allowance applies to only the following 3 elements, specifically (1) Cremation fee, or interment fee if burial (2) Doctor's fee (3) Minister's/Celebrant's fee for the committal service only (*Note: unless paid for as an addition, the **Plan** price does not include a church service*). If, between the date of the purchase of the **Plan** and the date of the funeral, the actual cost of these **Disbursements** rises by more than the increase in the Retail Prices Index (RPI), then **You** or your **Personal Representatives** (or other person(s) overseeing your funeral) may be liable to pay the difference to the **Funeral Director** in accordance with their payment terms. For instances where one, or more, of the above listed **Disbursements** is not required, no refund will be given to the **Plan Holder** or **Plan Holder's Representative(s)**.

4.2 Applicable to the **'Your Simplest' Plan** only: The price of the funeral in the **Plan** includes an allowance of £800 towards certain **Disbursements**. This **Disbursements** allowance applies to only the following 3 elements, specifically (1) Cremation fee, (2) Doctor's fee (3) Minister's/Celebrant's fee for the committal service only (*Note: unless paid for as an addition, the **Plan** price does not include a church service*). If, between the date of the purchase of the **Plan** and the date of the funeral, the actual cost of these **Disbursements** rises by more than the increase in the Retail Prices Index (RPI), then **You** or your **Personal Representatives** (or other person(s) overseeing your funeral) may be liable to pay the difference to the **Funeral Director** in accordance with their payment terms. For instance where one or more of the above listed **Disbursements** is not required, no refund will be given to the **Plan-Holder** or **Plan-holder's Representative(s)**.

4.3.1 Applicable to the **Direct Cremation** and **'Your Simplest' Plans** only: The **Funeral Director** tasked with undertaking the funeral will be selected at the complete discretion of the **Company**.

4.3.2 Applicable to the **'Your Simplest' Plan** only: The crematorium at which the cremation will take place, will be selected at the complete discretion of the **Funeral Director**, and can be any crematorium within a 30 mile radius of the **Funeral Director's** chapel of rest/premises.

4.3.3 Applicable to the **'Your Simplest' Plan** only: The cremation will take place Monday to Friday only, and will take place in the morning before 10am.

4.3.4 Applicable to the **'Your Simplest' Plan** only: On the day of the funeral, in transporting the **Plan Holder** to the crematorium, the funeral procession will travel directly from the **Funeral Director's** chapel of rest/premises, to the crematorium.

4.3.5 Applicable to the **'Your Simplest' Plan** only: The **Plan** is a cremation **Plan** only, and cannot be adapted for burial.

4.3.6 Applicable to the **'Your Simplest' Plan** only: The **Plan** does not provide for viewing of the **Plan Holder's** body at the **Funeral Director's** chapel of rest/premises.

4.3.7 Applicable to the **Direct Cremation Plan** only: The crematorium at which the cremation will take place, and the **Funeral Director** tasked with undertaking the funeral, will be selected at the complete discretion of the **Company**.

4.4 Applicable to the **Topaz Plan** only: The **Plan** includes all **Funeral Director's Fees and Services** detailed in the **Plan**, but excludes Disbursements. The **Disbursements** need to be paid at the time of need (or can also be paid for whilst the **Plan Holder** is living) If they are paid before death, they are payable to the **Company** and will be charged at whatever standard **Disbursements** allowance amount is applicable at that time (currently £1,200), which will be applied specifically to the cremation fee (or interment fee, if burial), doctor's fee, and minister's/celebrant's fee for the committal service at the crematorium (or graveside, if burial). If **Disbursements** are to be paid for at the time of need, they must be paid directly to the **Funeral Director** or relevant service provider, and will be charged at whatever the prevalent rate is at that time.

4.5 Applicable to **Direct Cremation Plan** only: The scope of the **Plan** and the extent of services provided, are limited to the cremation of the **Plan Holder** only. The **Plan** includes doctor's fees, the cost of collecting the deceased, storage of the deceased prior to cremation, a coffin, and the cremation fee itself. The **Plan** does not include a funeral service of any kind. Though the **Company** will endeavour to utilise the services of a crematorium that is local to the **Plan Holder's** place of death, this is subject to availability and the **Company** reserves the right to utilise any crematorium it so chooses, anywhere within the UK.

4.6 Applicable to **Topaz, Pearl, Sapphire and Ruby Plans** where they have been varied to provide for burial: For **Plans** which are tailored for burial, the burial plot is not included within the plan price as standard, and must be purchased separately at some point prior to the funeral taking place. If the **Plan Holder** wishes to purchase a burial plot, they must do so directly via the relevant Local Authority Bereavement Services Department (or cemetery owner if cemetery is privately owned).

4.7 Applicable to **Topaz, 'Your Simplest', Pearl, Sapphire, and Ruby Plans**: The price of the **Plan** includes the collection of the deceased by the **Funeral Director** from anywhere within 20 miles (measurement taken from collection vehicle's odometer, and measured between the funeral home from which the funeral is to be conducted and the collection location. Mileage over 20 miles will be

charged by the **Funeral Director** in accordance with their payment terms.

4.8 Applicable to **Topaz, 'Your Simplest', Pearl, Sapphire and Ruby Plans**: Where **Plans** provide for cremation, additional charges may be due from the **Plan Holder/Plan Holder's Representative** to the **Funeral Director** in accordance with their payment terms in the following circumstances:

- (a) If the crematorium makes any additional charge for the provision of music (such as a choir or organist) or any other services;
- (b) Any fee payable to a doctor to the extent that it exceeds the maximum amount recommended at the time of death by the British Medical Association (or any replacement organisation);
- (c) The fee charged by the Minister of Religion or Official to the extent that it exceeds the maximum amount recommended by the Church of England Stipend Authority (or any replacement authority);
- (d) Any other additional services over and above those that are included in the **Plan** as paid for by the **Plan Holder**.

4.9 Applicable to **Topaz, Pearl, Sapphire, Ruby Plans**: The funeral service will be arranged at a time convenient to the **Plan Holder's Representatives**, subject to the availability of the **Funeral Director**. An additional charge may be due to the **Funeral Director** in accordance with their payment terms should the **Plan Holder's Representative(s)** (or other person who arranges the funeral) require the funeral to take place on a weekend or public holiday.

4.10 Applicable to **Direct Cremation, Topaz, 'Your Simplest, Pearl and Sapphire Plans** only: If the **Plan Holder/Plan Holder's Representative(s)** wishes to upgrade the **Plan**, then the upgrade cost will be the difference between the total sum paid towards the **Plan** at the point is upgraded, and the price prevailing at the time of the upgrade of whichever of the higher **Plan** options to which the **Plan** is to be upgraded.

4.11 Applicable to **Topaz, 'Your Simplest', Pearl, Sapphire and Ruby Plan** only: The **Plan** cannot be downgraded to a Direct Cremation Plan, without first cancelling the **Plan** subject to Section 10.

4.12 Applicable to **All Plans**: Further to Sections 11.1, 11.2, & 11.3 when the **Company** has been informed of the death of the **Plan Holder**, and the **Plan Holder** has been collected and taken into the care of the **Funeral Director**, should the **Plan Holder's Representative(s)** be unable, for any reason, to settle any outstanding balance due in respect of the **Plan** further to Section 8.5, then all monies paid towards the **Plan** at the time of the **Plan Holder's** death, less the **Company's** fees further to Section 12, will be paid to the **Funeral Director** who will then advise the **Plan Holder's Representative(s)** as to the steps to be taken by families who are unable to meet all or part of the cost of a funeral. At that point the **Company** shall have no further obligations to the **Plan Holder** or the **Plan Holder's Representative(s)**, financial or otherwise, except as specifically set out in these **Terms**.

4.13 Applicable to **Topaz, Pearl, Sapphire, Ruby Plans** only: Further to Section 3.4 the **Funeral Director** appointed by the **Company** may not be the same as may have been nominated by the **Plan Holder/Plan Purchaser**.

4.14 Applicable to **All Plans**: If the **Plan Holder** passes away outside of the UK, and the **Plan Holder's Representative(s)** wish for the funeral to take place outside of the UK, the **Plan Holder's Representatives** will be liable to pay any additional monies requested/demanded by the overseas **Funeral Director**, over and above those that would otherwise be paid to a UK based **Funeral Director** by the **Company** pursuant to Sections 12.2 and 12.3 of these **Terms**.

5. ADDITIONAL ITEMS / SPECIAL REQUESTS

5.1 Applicable to **Topaz, 'Your Simplest', Pearl, Sapphire, Ruby Plans** only: Where additional items or special requests that are not included within the **Plan** cost as standard, are added to the **Plan** (and if they incur an additional cost) the additional sum paid by the **Plan Holder** for the respective additional item(s) is an allowance and not a fixed sum. The allowance grows over the course of the **Plan Holder's** lifetime (in line with RPI as a minimum). Upon death of the **Plan Holder**, if it transpires that the allowance (plus RPI uplift as applicable at that time) is insufficient to cover the cost of the relevant additional item or special request that it is intended to contribute towards, then there may be a balance for the **Plan Holder's Representative(s)** or other individual(s) tasked with arranging the funeral, to pay. If applicable, any such balance will be payable directly to the **Funeral Director** in accordance with their payment terms.

6. REPATRIATION TO THE UK

6.1 Applicable to **Topaz, 'Your Simplest', Pearl, Sapphire, and Ruby Plans** only: Where an allowance further to Section 5.1 has been added to the price of the **Plan** to contribute towards the repatriation of the **Plan Holder** to the UK, if, at the time of the funeral, the allowance (plus RPI uplift as applicable at that time) is insufficient to cover that cost, there will be a balance for the **Plan Holder's Representative(s)** or other individual(s) tasked with arranging the funeral, to pay. If applicable, any balance will be payable directly to the **Funeral Director**, or repatriation specialist, in accordance with their payment terms.

7. CHANGE OF ADDRESS

7.1 Applicable to **Topaz, Pearl, Sapphire, Ruby plans**: If the **Plan Holder** changes their permanent address to anywhere within the UK, they must notify the **Company**. If the **Plan Holder** nominated a preferred **Funeral Director** further to Section 3.4, and, following a move to a new location within the UK, wishes the funeral to be undertaken by the originally nominated **Funeral Director**, then additional mileage covered by the **Funeral Director** will be charged in accordance with Section 4.7.

7.2 Applicable to **All Plans**: If the **Plan Holder** changes their permanent address to anywhere outside of the UK, then the **Plan Holder** can choose between the following:

- (a) assigning the benefit of their **Plan** to a family member/friend who remains resident within the UK, or
- (b) cancelling the **Plan** (which will incur a cancellation fee further to Section 10.00).

8. PAYMENT BY INSTALMENTS

8.1 Applicable to **All Plans**: Where the **Plan** is being paid for by monthly instalments (monthly instalments of 25 months or more), the **Company** applies a flat 4% Instalment Handling Charge calculated annually, and charged monthly.

8.2 Applicable to **All Plans**: Unless otherwise authorised by the **Company**, instalments will be paid by Direct Debit. The day of the month on which the **Plan Holder's** instalments will be paid will be either the 1st of each month, or the 15th of each month, according to the **Plan Holder's** personal preference.

8.3 Applicable to **All Plans**: Unless all instalments are paid in accordance with the agreed timescale, then the **Company** will be under no obligation to provide or procure the services contained within the **Plan**. Any change to the date on which monthly instalments are made, must be agreed with **Company** prior to change taking place.

8.4 Applicable to **All Plans**: If the **Plan Holder/Plan Purchaser** ceases to pay their monthly Direct Debit instalments but does not notify the **Company** as to the reasons, or does not cancel their **Plan** pursuant to Section 10.00, then after a period of 12 weeks from the date on which the first missed instalment occurred, the **Company** reserves the right to cancel the **Plan** on giving the **Plan Holder/Plan Purchaser** not less than 14 days prior written notice. In the event of such, any refund due will be subject to the **Company's** standard £495 **Cancellation Charge** (see Section 10.00).

8.5 Applicable to **All Plans**: If the **Plan Holder** passes away before all instalments are paid, the balance of the **Plan** (together with any other **Funeral Director's** costs already incurred) must be paid by the **Plan Holder's Representative(s)** before the **Funeral Director** can be instructed. The **Company** will calculate the outstanding balance as follows:

- **Plan Holders** who pass away before 24 consecutive monthly instalments have been since date of purchase: As no monthly Instalment Handling Charge (see 8.1) is applicable to plans paid over 12 or 24 months, the balance will be calculated by deducting the sum paid towards the **Plan** by the time the **Plan Holder** dies, from the price of the **Plan** confirmed at the time it was purchased. The balance due is the difference between these two figures.
- **Plan Holders** who pass away after 24 consecutive monthly instalments have been made since the date of purchase: Because Plans paid for by instalments over a period of time in excess of 24 months are subject to a monthly Instalment Handling Charge (see 8.1) the **Company** first calculates the Instalment Handling Charge payable (at 4% flat, calculated annually) over the period of time between the **Plan** being purchased and the **Plan Holder's** death. It then adds the sum of this Instalment Handling Charge to the net price of the **Plan** (that being the cost of the **Plan** excluding Instalment Handling Charge, less any deposit paid) as it was at the time it was purchased. This amount will be deducted from the total paid towards the **Plan** by the time of the **Plan Holder's** death. The net figure is the balance due.

8.6 Applicable to **All Plans**: In addition to any sum due as a balance under Section 8.4 the **Plan Holder's Representative(s)** must also pay for any cost incurred with any **Funeral Director** who has been instructed directly (by the **Plan Holder's Representatives**) and not by the **Company**.

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8.7 Applicable to **All Plans**: If any instalment is not paid within 60 days of the day on which it is due (but the **Plan** is not cancelled by the **Plan Holder** in accordance with Section 10), the price guarantee of the **Plan** will lapse, meaning that in the event of the death of the **Plan Holder**, the **Company** will calculate the balance of the **Plan** in the manner described in Section 8.4 except the calculation will be determined using the price of the **Plan** as it is at the time of death (and not as it was at the time the **Plan** was purchased).

8.8 Applicable to **All Plans**: Where a **Plan** is purchased as part of a **Double Plan** purchase, unless the **Company** permits otherwise, monies paid by way of monthly instalments towards one half of the **Double Plan**, cannot be transferred over to the second half of the **Double Plan**, and vice-versa.

9. PAYMENTS BY DEBIT / CREDIT CARD

9.1 Applicable to **All Plans**: Where payments are made by credit card, such transactions incur a 2.5% non-refundable surcharge. Should **You** cancel your **Plan** having paid by credit card, any refund amount due will exclude the 2.5% surcharge (payments made by debit card do not currently carry a surcharge).

10. CANCELLATION

10.1 Applicable to **All Plans**: Whether the **Plan** is paid for in full or by instalments, the **Plan Holder** has the right to cancel the **Plan** and receive a full refund of all monies paid towards the **Plan** price, ONLY upon giving to the **Company** written notice* **within 21 days** of the **Plan Effective Date** detailed in the **Plan Holder's Plan Certification**. Refunds of the **Plan** price (not any of the Instalment Handling Charges) will be processed via one of the following means at the **Company's** discretion:

- Direct refund (to bank account)
- Cheque

10.2 Applicable to **All Plans**: Refunds due pursuant to Item 10.1 will be paid within 14 days of the **Company** receiving from the **Plan Holder** written notice that the **Plan** is to be cancelled.

10.3 Applicable to **All Plans**: **After 21 days** from the **Plan Effective Date**, the **Plan Purchaser** may request, by way of writing only*, that the **Plan** be cancelled and the **Company** refund the cost of the **Plan** (if **Plan** was paid in full) or the amount paid towards the price of the **Plan** at the point of cancellation (if **Plan** was paid for by instalments, in which case any Instalment Handling Charges incurred to the date of cancellation are not refundable). Any refund due will be subject to a **Cancellation Charge** of £495.

**Written notice to be either in writing (signed by the Plan Purchaser) and sent to Safe Hands Funeral Plans, 8 Peterson Road, Wakefield, West Yorkshire, WF1 4EB, or by email (from an email address containing the Plan Holder's/ Plan Purchaser's name, sent to cancellations@safehandspans.co.uk.*

10.4 Applicable to **All Plans**:

- (a) No refunds are given for **Plans** that are cancelled after the death of the **Plan Holder**.
- (b) Only the **Plan Holder** (or purchaser/signatory to the **Plan** application form, or their Attorney) is entitled to instruct cancellation of the **Plan**.

(c) No refund shall be given if the total amount paid towards the **Plan** at the time of cancellation, is less than the **Cancellation Charge**.

(d) If the **Plan** was purchased with the benefit of an incentive (such as a voucher or other similar 'gift' incentive), a sum commensurate to the exact value of the voucher (or similar gift incentive) will be deducted from the refund amount.

11. PROCEDURE ON DEATH OF PLAN HOLDER

11.1 Applicable to **All Plans**: If the death of the **Plan Holder** occurs at home or in a residential care home (or anywhere else) and the doctor does not deem it necessary to transfer the **Plan Holder** to hospital (for post-mortem), then further to Sections 3.00 and 4.00 and Section 11.5, when the **Company** has been informed of the death of the **Plan Holder**, it will engage the **Funeral Director** who will liaise directly with the **Plan Holder's Representative(s)** and/or any other relevant person(s) as soon as practicably possible to arrange collection of the deceased and take them into their care.

11.2 Applicable to **All Plans**: When the **Company** has been informed of the death of the **Plan Holder**, if the **Plan Holder** is in hospital and it is **not** a weekend or public bank holiday, then further to Sections 3.00 and 4.00 and Section 11.5 the **Company** will, on the next working day, engage the **Funeral Director** who will liaise directly with the hospital/**Plan Holder's Representative(s)** and/or any other relevant person(s) as soon as practicably possible, to arrange collection of the deceased and take them into their care.

11.3 Applicable to **Direct Cremation Plan**:

- (a) When the **Company** has been informed of the death of the **Plan Holder**, then further to Section 3.00 and Sections 11.1, 11.2 and 11.5 the **Funeral Director** that collects the **Plan Holder**, and into whose care the **Plan Holder** is taken, may not necessarily be local to the **Plan Holder** or the place from which the **Plan Holder** is to be collected.
- (b) Further to Sections 4.3, 11.3 and 11.5 the **Funeral Director** will arrange cremation and notify the **Plan Holder's Representative(s)** of the date, time of the cremation and location of the crematorium at which the cremation will be taking place. Note: This **Plan** does not include a funeral service, chapel of rest/premises viewing, or cleaning/preparation of the **Plan Holder**.
- (c) If cremated remains are to be returned to the **Plan Holder's Representative(s)** this will be done by courier at the **Plan Holder's Representatives'** expense. Alternatively they will be disposed of by the **Company** in a suitably sensitive manner.

11.4 Applicable to the '**Your Simplest**' **Plan** only: Further to Section 4.3, the **Funeral Director** tasked with undertaking the funeral will be selected at the completed discretion of the **Company**.

11.5 Applicable to **Topaz, Pearl, Sapphire, Ruby Plans**: If, at the time of the **Plan Holder's** death, the **Plan Holder's Representative(s)** wish the funeral to be conducted by an alternative **Funeral Director** whose appointment cannot be made further to Section 3.4 then the **Company** will pay the cost of the alternative **Funeral Director's Fees and Services** at no additional cost to the **Plan Holder's Representative(s)** provided that:

- (a) the services provided are in accordance with those detailed in the **Plan**; and

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(b) the alternative **Funeral Director's Fees and Services** (including any costs due to 3rd Parties that are not covered within the provisions of the **Plan**) do not exceed the value of the fees payable to the **Funeral Director**, by the **Company**, for the respective plan type; should they exceed that value, the **Company** will pay to the alternative **Funeral Director** the sum which it would have paid to the original **Funeral Director**.

11.6 Applicable to **All Plans**: Within the provisions of the **Plan**, all arrangements for the funeral will be made directly between the **Plan Holder's Representative(s)** and the **Funeral Director**.

12. GENERAL

12.1 Applicable to **All Plans**: The **Company** is not liable for any acts or omissions of any **Funeral Director** appointed to undertake the funeral.

12.2 Applicable to **All Plans**: All sums received by the **Company** constitute a pre-payment towards the cost of the funeral through the **Plan** in accordance with the provisions of these **Terms**. Neither the **Plan Holder**, nor the **Plan Holder's Representative(s)**, are entitled to any interest on, or income from, any part of the sum paid to the **Company** in connection with the **Plan**, and any rights the **Plan Holder** or **Plan Holder's Representative(s)** may have to any refund of any sum paid are governed strictly by these **Terms**.

The sum the **Plan Holder/Plan Purchaser** pays to the **Company** in connection with the **Plan** will, for the duration of the **Plan Holder's** lifetime, be held and invested securely in the Safe Hands Plans Limited Trust Fund (presently through Pitmans Trustees Ltd), in accordance with all relevant legislation as set out in the Financial Services and Markets Act 2000 Regulated Activities Order 2001.

The Trust is authorised to pay the **Company** a sum in respect of each plan to meet the **Company's** administrative overheads and expenses of operation, but not to exceed £850. The Trust is also authorised to make further payments towards the overheads and expenses to the **Company** from time to time on condition that the Trust is professionally advised that it holds sufficient funds to meet all of its obligations to all of its **Plan Holders**. The sum paid to the funeral director for the guaranteed funeral services of each plan may be more or less than the sum paid by the **Plan Holder**.

12.3 Applicable to the '**Your Simplest**', **Pearl**, **Sapphire**, and **Ruby Plans** only: Upon death of the **Plan Holder**, subject to any outstanding balance being settled pursuant to Section 8.5, the maximum the **Company** will pay to the **Funeral Director** appointed in accordance with the provisions set out in Sections 3 and 11.4, 11.5 & 11.6 of these **Terms**, a sum commensurate to the sum of monies invested into the Safe Hands Plans Ltd Trust Fund pursuant to 12.2, plus annual indexed RPI uplift.

12.4 Applicable to **Topaz** Plan only: Upon death of the **Plan Holder**, subject to any outstanding balance being settled pursuant to Section 8.5, the maximum the **Company** will pay to the **Funeral Director** appointed in accordance with the provisions set out in Section 3.00 and Section 11.4, 11.5 & 11.6 of these **Terms**, a sum commensurate to the sum of monies invested into the Safe Hands Plans Ltd trust fund pursuant to Section 12.2, plus annual indexed RPI uplift, less £125.

12.5 The **Company** shall have no further obligations to the **Plan Holder** or the **Plan Holder(s) Representatives**, whether financial or otherwise, save as expressly set out in these **Terms**. The **Company** excludes all liability for damages and losses, including consequential losses, to the fullest extent permitted by law. Alternatively, should the court deem that such exclusion should not apply in any particular circumstance, then the liability of the **Company** in respect of any **Plan** is limited to the price paid for that **Plan**.

12.6 The **Plan** does not include VAT which is not at present charged on funerals in the UK. However, if at the time of the **Plan Holder's** funeral, VAT is payable on the funeral service or any part of it, then any increased costs associated with the introduction of VAT will be payable by the **Plan Holder's Representative(s)** (or other person arranging the funeral) to the **Funeral Director**.

12.7 These **Terms** and the **Plans** are made under and governed by English Law, and any disputes not resolved first by discussion and/or mediation shall be dealt with by the English Courts.

12.8 The **Company** reserves the right to amend these **Terms** from time to time and will upon doing so give notice to the **Plan Holder** of any such amendments.