



A Distinct Advantage

Distinct Cremations Prepaid Funeral Plan

Terms and Conditions

Simple, affordable funerals

Distinct Cremations Prepaid
Funeral Plan is provided by
Distinct Funeral Plans Limited

The Distinct Cremations Prepaid Funeral Plan (the 'Plan') provides the services set out in the Plan so long as you make all of the payments in accordance with the detail set out in your Plan schedule.

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Section 1 – Who is Distinct Cremations?

Distinct Cremations is a direct cremation and pre-paid funeral plan provider who, with our parent company Westerleigh Group, owns all the facilities necessary across mainland Great Britain to be able to take care for the deceased throughout the whole cremation process.

Westerleigh Group have been assisting and providing families with quality services in beautiful settings for over 30 years.

'Distinct Cremations' is a trading style of Distinct Funeral Plans Limited, which is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 965289. Registered in England No. 13366327. Registered office: Head Office Westerleigh Crematorium, Westerleigh Road, Westerleigh, Bristol, BS37 8QP. Part of Westerleigh Group.

Section 2 - Definitions

2.1 Person types

"Covered Individual" means the person named in the Funeral Plan Schedule whose cremation is covered by this Plan;

"Customer" means the person named in the Funeral Plan Schedule, who pays for the plan, and who we deem to be the owner of the Plan;

"Nominated Representative" means the person nominated by the Customer to call us at the point the cremation of the Covered Individual is required.

2.2 Other definitions

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

"Agreement" means the written agreement between us made up of the Application (electronic, paper or voice recorded), the Funeral Plan Schedule, Funeral Plan Summary and these Terms and Conditions;

"Application" means the Application form you have completed and either returned by post, submitted online or completed over the telephone;

"Funeral Plan Schedule" means the schedule setting out the payment details of your Plan, which we will send to you once we have received and processed your Application for the Plan;

"Funeral Plan Summary" means the document you will have seen before taking out a plan which tells you what is and isn't included in each of the plans we offer;

"Instalment Payment" means the payment you make for any plan taken out over a period of up to 12 months, 5 or 10 years;

"Plan" means the Distinct Cremations Prepaid Funeral Plan you have chosen, to which the Application relates, and which provides the funeral services set out in the "Unattended Cremation Plan" or "Intimate Cremation Plan" as governed by the Agreement;

"Repatriation" means the return of a deceased person to their own country; In these terms, we will bring the deceased into our care only where the death occurs in Mainland Great Britain;

"Scottish Friendly" means Scottish Friendly Assurance Society Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 110002);

"Sum Assured" means the money paid from Scottish Friendly to Distinct Cremations upon the death of the Covered Individual for plans paid over 5 or 10 years;

"Trust" means the Distinct Funeral Plans Trust;

"we" or **"us"** or **"our"** refer to Distinct Funeral Plans Limited and our details are set out in the "How to Contact Us" section of these terms and conditions; and

"you" or **"your"** or **"owner"** means the person applying for the Plan who we also refer to as the 'Customer'.

Section 3 – Who is the Distinct Cremations pre-paid funeral plan for?

This product will meet your demands and needs if you:

- Want to arrange a simple, fuss free cremation, in advance of your death or the death of the Covered Individual
- Do not want your family to have to worry about meeting the cost of a funeral
- Want to protect against any future rises in the cost of a funeral
- Have not made any other arrangements for your funeral or the funeral of the Covered Individual
- Are not receiving end of life care.

Section 4 – What are these Terms and Conditions for?

These terms and conditions apply to all funeral plans purchased from us from 29th July 2022.

They apply to you the Customer, who may not always be the person for whom the cremation is for.

Their purpose is to define the obligations we

have for the management and fulfilment of the funeral plan product you have purchased, and the obligation you hold as owner of the funeral plan in place.

We do not give advice, but will give you the information you need, to make your own choice.

Section 5 – Specific terms and conditions relating to plans purchased in one single payment or spread up to 12 monthly instalments

5.1 Who can take out a plan?

The Plan is available to Customers who are aged 18 or over at the date of Application.

The cremation covered by the Plan must be conducted in mainland Great Britain.

5.2 Payment for the plan

You have chosen to pay for your plan in one single payment or spread the cost over a term up to 12 months. Our current pricing can be found on the Funeral Plan Summary which is visible before a plan is purchased.

If you pay for your plan over a term up to 12 months, you can settle the balance of your plan early. Please call us to do this.

The exact cost of your chosen Plan (taking account of any deposits received) is documented in your Funeral Plan Schedule that we will send to you after processing your Application for the Plan.

As Customer, you are the owner of the plan and the rights and benefits set out in the Agreement accrue to you and you are responsible for making payments to us in accordance with the Agreement.

If you have named a different person as the Covered Individual on the Application, the rights and benefits set out in the Agreement will nevertheless accrue to you and not to the Covered Individual.

5.3 How we care for your money

The money needed to cover the cremation is transferred into the Trust. The Trust is completely separate and legally independent from Distinct Cremations. No money is paid out of the trust to us, until after the funeral has taken place.

We are required to arrange and publish a Solvency Assessment Report on the Trust's performance at least once every 12 months. You can request a copy of the latest report at any time.

5.4 When will my monthly instalments be collected?

If you have paid by monthly instalments, we will collect each instalment by direct debit from your chosen account on the 1st of each month. If the 1st falls on either a weekend or a bank holiday, we will collect the instalment on the next working day.

5.5 What happens if a payment is missed?

If you fail to make an instalment payment, we will contact you by telephone initially within 5 days of the missed payment. We will remind you that a payment has been missed and we will request payment is made at your earliest convenience. If we are unable to make contact with you over the telephone, we will write to you with the above information. We will not cancel your plan for one missed payment.

If we do not receive payment, and you then go on to miss the following scheduled payment (meaning two consecutive payments have been missed) we will again try to speak with you over the telephone within 5 days of the second missed payment. We will request that both payments are made to ensure you do not lose the benefits of the plan set out in the Funeral Plan Summary. We will advise that if payment is not made by the time the next scheduled payment is due, we may cancel your plan.

If we cancel your plan due to two or more consecutive missed payments, we will refund to you any money paid to date and we will be under no further obligation to provide the services set out in the Funeral Plan Summary. Once a plan is cancelled it cannot be re-started.

5.6 What happens if the Covered Individual passes away before all payments have been completed?

We will provide the service in accordance with the Agreement. However, you (if you are not also the Covered Individual) or the Nominated Representative will be responsible for paying the outstanding instalments due. The outstanding instalments must be paid in full before the cremation can take place.

5.7 How to cancel a plan

You can cancel your Plan at any time. Only you can request to cancel the plan, unless the plan is being cancelled in the event of it being discovered after your death.

If you decide to cancel, we will refund all the money you have paid and will do this within 14 days of us receiving notification of cancellation.

If the plan is found after your death or the death of the Covered Individual and a request for cancellation is received by us, we will request a copy of your death certificate and will refund all the money you have paid to your estate.

Once a plan is cancelled it cannot be restarted, and we will be under no further obligation to provide the benefits set out in the Funeral Plan Summary.

The plan is designed to cover funeral costs and is not an investment product, and we will not pay interest on money refunded.

If you wish to cancel your Plan, you can write to us, email us or telephone us:

Post: Distinct Cremations, Oak Tree Court,
Brookfield Drive, Cannock WS11 0JN

Telephone: 0808 296 7221

Email: client.care@distinctcremations.co.uk

Section 6 – Specific terms and conditions relating to plans purchased with a 5 or 10 year payment option

6.1 Who can take out a plan?

The Plan is available to Customers, where the Covered Individual is aged between 50 and 74 at the date of Application. The Covered Individual has to be a UK resident.

The cremation the plan provides must be conducted in mainland Great Britain.

If you are purchasing a plan for someone else (where you are not also the Covered Individual), you must be aged 18 or over when submitting the Application on behalf of the Covered Individual.

6.2 Payment for the plan

You have chosen to pay for your plan over 5 or 10 years.

The exact cost of your chosen Plan is based on the age of the Covered Individual at the point of Application. Your monthly cost will not change over the term of the plan. Our full list of current pricing can be found on our website, which is visible before a plan is purchased. No deposit can be paid and you cannot make unscheduled payments to cover the balance of the plan before your payment term has finished.

We will confirm the cost of your Plan in your Funeral Plan Schedule, that we will send to you after processing your Application for the Plan.

As Customer, you are the owner of the plan and the rights and benefits set out in the Agreement accrue to you and you are responsible for

making payments to us in accordance with the Agreement.

If you have named a different person as the Covered Individual on the Application, the rights and benefits set out in the Agreement will nevertheless accrue to you and not to the Covered Individual.

6.3 The purchase of a whole of life policy

We will purchase a whole of life insurance policy (which has no surrender or transfer value) from Scottish Friendly, where we are the beneficiary, who will pay a Sum Assured upon the death of the Covered Individual. This will be used to pay for the cremation detailed in the Funeral Plan Summary.

6.4 When will my monthly instalments be collected?

We will collect the monthly instalment by direct debit from your chosen account on the 1st of each month. If the 1st falls on either a weekend or a bank holiday, we will collect the instalment on the next working day.

6.5 What happens if a payment is missed?

If you fail to make an instalment payment, we will contact you by telephone initially within 5 days of the missed payment. We will remind you that a payment has been missed and we will request payment is made at your earliest convenience. If we are unable to make contact

with you over the telephone, we will write to you with the above information. We will not cancel your plan for one missed payment.

If we do not receive payment, and you then go on to miss the following scheduled payment (meaning two consecutive payments have been missed) we will again try to speak with you over the telephone within 5 days of the second missed payment. We will request that both payments are made to ensure you do not lose the benefits of the Plan set out in the Funeral Plan Summary. We will advise that if payment is not made by the time the next scheduled payment is due, we may cancel your plan.

If we cancel your plan due to two consecutive missed payments, we will only refund any money paid to date if it is less than 12 months since the plan was purchased. If 12 months have passed, you will not be entitled to a refund of any money you have already paid.

Once a plan is cancelled it cannot be re-started, and we will be under no further obligation to provide the benefits as set out in the Funeral Plan Summary.

6.6 What happens if the Covered Individual passes away before all payments have been completed?

If the Covered individual dies at any point after the plan has been in place for 12 months (the moratorium period), we will provide the service in accordance with the Agreement and there will be no more for you (if you are not also the Covered Individual), or the Nominated Representative to pay as we will receive the full Sum Assured from Scottish Friendly.

If the Covered individual dies within 12 months (the moratorium period) of you taking out a plan, we will receive no money from Scottish Friendly, unless the death is deemed to be an Accidental Death in which case we will receive

the full Sum Assured from Scottish Friendly and will deliver the cremation detailed in the Funeral Plan Summary.

If the death is not deemed to be an Accidental Death, you (if you are not also the Covered Individual), or the Nominated Representative can ask for a full refund of money paid to date, or can pay the difference between the amount already paid and the single payment price of a plan at the time the plan was purchased to receive the benefits of the plan.

6.7 How to cancel a plan

You can cancel the Plan at any time. Only you can request to cancel the plan, unless the plan is being cancelled in the event of it being discovered after your death.

If you cancel the plan, we will only refund any money paid to date if it is less than 12 months since the plan was purchased. If 12 months have passed, you will not be entitled to a refund of any money you have already paid.

Once a plan is cancelled it cannot be restarted, and we will be under no further obligation to provide the benefits set out in the Funeral Plan Summary.

If the plan is found after your death or the death of the Covered Individual, and a request for cancellation is received by us, we will request a copy of your death certificate and issue a partial refund of money paid to date. Your next of kin or Nominated Representative will be advised of the refund due, at the time of cancellation. If you wish to cancel your Plan, you can write to us, email us or telephone us:

Post: Distinct Cremations, Oak Tree Court,
Brookfield Drive, Cannock WS11 0JN

Telephone: 0808 296 7221

Email: client.care@distinctcremations.co.uk

Section 7 – General terms and conditions that apply to all Plans

7.1 Crematorium

Where an Unattended plan is purchased, we will do our utmost when the cremation is required, to use the closest crematorium to where the Covered Individual lives. Operational needs will sometimes mean a different crematorium is used, but it will always be a crematorium owned by us.

For Intimate plans, we will allocate a crematorium at the point the cremation is required and this will be the closest crematorium to where the Covered Individual lives. You can request a specific crematorium is used, as long as that crematorium of choice is owned by us. You can find your nearest crematorium on our website.

7.2 Change of Address

You must notify us at the address shown at the end of this document of any permanent

change of address for you and the Covered Individual (if this is not also you).

7.3 Extra charges

There are some charges that we may in the future find ourselves having to cover for things such as regulation changes, if VAT was to ever be charged on a funeral service, or generally accepted practice, that we may have to pass on to you (if you are not also the Covered Individual) or Nominated Representative, at the time of the cremation.

7.4 Disclosure of fees

We are committed to being open and honest about how we use the money you pay for your plan. If you have paid for your plan with a single payment or have spread the cost over 12 months, your money is distributed as follows:

7.4 Continued – Breakdown of costs to acquire and manage your Funeral Plan	Unattended	Intimate
Managing the plan over the customer's life (average 12 years)	£36	£36
Premises, facilities and staff	£126	£126
General and administration (incl. Regulatory fees and Compliance costs)	£36	£36
Marketing and advertising	£220	£250
Cancellation provision	£42	£46
Capital reserve provision	£4	£4
Distinct Funeral Plans Limited Profit	£136	£152
Total	£600	£650
How much do we pay into the Distinct Funeral Plan Trust?		
Price to perform the cremation funeral	£799	£999
Regulatory solvency requirement and trust fund administration costs	£100	£150
Total	£899	£1,149
Total Funeral Plan Cost	£1,499	£1,799

For plans paid for over 5 years, we will retain the first 12 months instalment payments as commission from the insurer, and subsequently £5.60 of each of the remaining 48 months instalment payments, to administer the plan.

For plans paid for over 10 years, we will retain the first 24 months instalment payments as commission from the insurer, and subsequently £3.75 of each of the remaining 96 months instalment payments, to administer the plan.

7.5 Repatriation

The Plan does not cover the costs of Repatriation.

7.6 Transferring a plan

You can transfer a plan to a different Customer at any time. Please call us to do this. You cannot transfer the plan to a different Covered Individual.

If the plan is found after your death and you are not also the Covered Individual, your next of kin or Nominated Representative can transfer the plan to a new Customer. If you are the Customer and also the Covered Individual, the plan cannot be transferred to a different Customer, and we will cancel your plan.

7.7 How to claim on the plan when the Covered Individual dies

Ideally, you should nominate someone specific to call us at the time the cremation of the Covered Individual is required. We call this person the Nominated Representative. If you have purchased a plan for someone else and are not also the Covered Individual, you may nominate yourself to be the Nominated Representative. If at the point of purchase, you do not add a Nominated Representative, you can call us at any time to add a named person.

When the cremation is required, one phone call to us is all that is needed, any time, 24 hours a day on 0808 296 7221.

We will advise the Nominated Representative if there are any outstanding payments due on the plan at the time the cremation is required.

7.8 How to make a complaint?

We hope you won't ever need to complain about any aspect of the service you receive from us – but if you do, please phone us on 0808 296 7221, email client.care@distinctcremations.co.uk, write to us at Distinct Cremations, Oak Tree Court, Brookfield Drive, Cannock, Staffordshire WS11 0JN or visit www.distinctcremations.co.uk. You can ask us for a copy of our complaint handling procedure.

If you're not satisfied with our response to your complaint, you can complain to: Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR, 0800 023 4567 (opening hours are: Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm), financial-ombudsman.org.uk/. Complaining to the ombudsman will not affect your legal rights.

7.9 Financial Services Compensation Scheme

Distinct Cremations is covered by the Financial Services Compensation Scheme (FSCS). If we can't meet our obligations, you may be entitled to claim compensation from the scheme. The service is free to consumers.

Further information is available from the FSCS: 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, 0800 678 1100 (opening hours are: Monday to Friday – 8.30am to 6.00pm), fscs.org.uk

7.10 How we use your information

Our Privacy Policy sets out how we use your information, who we will share it with, and how we keep it private and safe. It also explains your rights. Our Privacy Policy can be viewed on our website www.distinctcremations.co.uk or you can contact us by telephone or in writing for further details.

If you provide information to us about someone else, you must have their permission to do so, and have told them about how we will use their personal information.

7.11 Communicating with you

If you have a preference for how you would like us to communicate with you over the life of your plan, please let us know.

We want to ensure we always provide you with the best possible service. If happy to do so, you can provide details at any time of anything we may need to consider when communicating with you. For example, if you are suffering from a severe or long term illness, or have a visual or hearing impairment.

7.12 How To Contact Us

If you have any questions regarding the Plan, our contact details are:

Distinct Cremations, Oak Tree Court, Brookfield Drive, Cannock, Staffordshire WS11 0JN

0808 296 7221

client.care@distinctcremations.co.uk



A Distinct Advantage

What makes us unique

- ✓ Simple arrangement
- ✓ Affordable choice
- ✓ Funerals that suit you
- ✓ Exceptional care
- ✓ Uniquely personal

Simple, affordable funerals

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