



# Guaranteed Funeral Plan

**Terms and Conditions  
including the Policy Summary**

# Policy Summary

Your Guaranteed Funeral Plan is designed to cover the costs of your chosen funeral services, supplied by Dignity. Those services are paid for when you pass away with a Life Insurance Policy provided by Phoenix Life Limited. Your monthly premiums, which rise a little each year to keep up with rising costs, pay for that Life Insurance Policy.

By choosing the Guaranteed Funeral Plan, you have agreed that the pay out from the Life Insurance Policy will go straight to Dignity when you die, after the policy has been in place for two years, and all premiums are paid when due.

## **Please read the document carefully as it explains:**

Part 1: Policy Summary and Terms and Conditions of the Life Insurance Policy.

Part 2: Terms and Conditions for the Funeral Plan Services arranged by Dignity Funerals Ltd.

The information you have been provided with does not contain advice regarding whether the Funeral Plan is suitable for you. The decision is yours and therefore it is very important that you:

1. Read the Policy Summary and Terms and Conditions. These explain the features and benefits, as well as the exclusions and limitations of the Policy and the Funeral Plan Services.
2. Make sure you are eligible for the Life Insurance Policy.
3. Keep this document safe so you can discuss your plans with your Personal Representatives, and make sure they know where this document can be found.
4. Check this document from time to time to make sure the Funeral Plan is still suitable for you.

## **Frequently asked questions**

### **What should my loved ones do when I die?**

The loss of a loved one is a difficult, stressful time for anyone, so we have tried to make our claims process as simple and straightforward as possible.

The person making the claim should call Dignity on 0800 484 0236 (24 hours a day, 365 days a year), and have to hand the full name and address of the deceased and the funeral plan membership number that's shown in the welcome pack Dignity will send you.

However, if you die in the first two years from taking out your policy or you have chosen to stop future premium increases, or we have been advised that you or your estate no longer wish to use Dignity to provide your funeral services, the person making the claim should call SunLife on 0800 008 6060.

### **What happens if Dignity goes out of business?**

If this were to happen the proceeds from your policy could be paid to an alternative provider, or paid to your estate, after your death. With either outcome, the proceeds may not cover the full cost of any alternative funeral arrangements, and your estate would need to pay any balance.

### **What if I already have a funeral plan or a Funeral Benefit Option?**

Unfortunately, you can only have one funeral plan, and you cannot have a funeral plan and a Funeral Benefit Option. If you have any questions, please call on 0800 008 6060.

### **What if I have a complaint about SunLife?**

We're committed to meeting your needs and building a positive relationship with you. But if you have a complaint, please let us know straight away by calling 0800 008 6060.

### **What if I have a complaint about Dignity?**

Please contact Dignity directly on 0800 484 0236.

### **SunLife privacy policy**

We're committed to protecting the trust and confidence of our customers. Our Privacy Policy explains how we use our customers' personal information and can be found on the SunLife website: [www.sunlife.co.uk/information-and-legal/privacy-policy](http://www.sunlife.co.uk/information-and-legal/privacy-policy)

If you have any questions about our Privacy Policy or the way we use your information, write to us at: SunLife, PO Box 1395, Peterborough, PE2 2TR, or call our customer services team on 0800 008 6060.

## **Part 1: Policy summary: Life Insurance Policy**

This summary contains important information that you should read, but it does not provide the full terms and conditions of your Life Insurance Policy – these can be found in the 'Terms and Conditions of the Life Insurance Policy' inside this document.

### **Frequently used words**

- **Accidental Death Benefit** – The benefit payable if you die, within the first two years after the Policy Start Date, solely as a result of (and within 90 days of)

accidental bodily injury you suffer because of a sudden and unexpected event. In these circumstances, the full Cash Sum will be payable to your Estate.

- Cash Sum – The full amount the Life Insurance Policy pays out on your death, after the first two years from the Policy Start Date, or where Accidental Death Benefit applies in the first two years after the Policy Start Date, as detailed in your Policy Schedule.
- Estate – The property and assets you own together with any debts you owe when you die.
- Life Insurance Policy / Policy – This policy which pays out on your death.
- Personal Representative – Your executor(s) or next of kin, who are legally authorised to act for you and administer your Estate after your death.
- Policy Anniversary – The anniversary of the Policy Start Date.
- Policy Schedule – The document that provides details of the cover provided under this Policy, showing your name, your date of birth, the Cash Sum payable on your death and the premiums due to be paid under this Policy.
- Policy Start Date – The date you started this Policy, as set out in your Policy Schedule.
- Starting Cash Sum – the Cash Sum at the Policy Start Date.
- Starting Premium – the premium payable at the Policy Start Date.

### **The name of the insurer providing the Life Insurance Policy**

This Policy is provided by Phoenix Life Limited which trades as SunLife, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **The type of insurance and cover provided**

This Policy is a life insurance policy which, after the first two years following the Policy Start Date, provides a Cash Sum on your death.

Accidental Death Benefit applies to this Policy in the first two years after the Policy Start Date which means the Cash Sum may be payable if you die as a result of an accident. See Terms and Conditions of the Life Insurance Policy section 3.

This Policy has no cash-in value at any time.

### **Significant features and benefits**

- Your acceptance for this Policy is guaranteed provided that you meet the eligibility criteria set out below.
- If you die after the first two years after the Policy Start Date, a Cash Sum is payable.

- If you die within the first two years after the Policy Start Date as the result of an accident, and within 90 days of the accident from injuries sustained in it, the full Cash Sum may be payable. See Terms and Conditions of the Life Insurance Policy, sections 2 & 3.
- Your monthly premium will increase on each Policy Anniversary for a maximum of 20 years. The premium will increase by a fixed amount equal to 5% of the monthly Starting Premium, rounded down to the nearest whole penny. After a maximum of 20 increases, the premium will then stay level for as long as it remains due and payable.
- Premiums cease to be due and payable on the Policy Anniversary immediately before your 90th birthday, or on your death, if earlier. No more premium payments will be due after this.
- Provided you do not choose to stop the premium increase, the Cash Sum will increase by 3.2% each year, on each Policy Anniversary, until your death.

### **Significant exclusions and limitations**

- You are eligible for this Policy provided that, at the Policy Start Date:
  1. You are aged 50 – 80.
  2. You are resident in the UK.
  3. The total amount of life cover under all life insurance policies you hold with Phoenix Life Limited is £18,000 or less and the total of your premiums under all life insurance policies you hold with Phoenix Life Limited does not exceed £100 a month. See Terms and Conditions of the Life Insurance Policy, section 1 for full details.
- If you die during the first two years after the Policy Start Date, other than where the Accidental Death Benefit is available, the Cash Sum will not be payable. Instead, all the premiums paid as at the date of your death, will be paid to your Estate. See Terms and Conditions of the Life Insurance Policy, section 3.
- If you stop paying your premiums, when due, for any reason, your Policy will be cancelled; the Cash Sum will not be payable; and you will not get any money back.
- If premium increases are stopped, the Cash Sum will not increase and will remain at the level in force immediately before the premium increase was stopped.
- Depending on how long you live, you could pay more in premiums than the Cash Sum paid out by the Policy.

## **The duration of the Life Insurance Policy**

- Your cover under the Policy will continue for the rest of your life, provided you keep paying your monthly premiums when due.

## **Cancellation rights**

You have the right to cancel your Policy within 30 days of receiving your policy pack. Any premiums you have paid during this time will be refunded. After this period, you can cancel your Policy at any time by writing to us. However, the Policy has no cash-in value at any time. Where this Policy is being used as part of a SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, please see the Terms and Conditions of the Life Insurance Policy, section 6.

## **How to claim**

Where this Policy is being used as part of a SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, please see the Frequently asked questions at the start of this document.

Where this Policy is not being used as part of a SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, or in the event of your death in the first two years after the Policy Start Date, your Personal Representative should call Phoenix Life Limited on 0800 008 6060 and we'll talk them through what we need. Full details of how to make a claim, in the event of death, are in the Terms and Conditions of the Life Insurance Policy, section 9.

## **How to make a complaint**

If you are unhappy with the service provided by Phoenix Life Limited, please contact our UK call centre on 0800 008 6060 or write to us at Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR.

You can refer complaints that Phoenix Life Limited cannot settle to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Full details are provided in the Terms and Conditions of the Life Insurance Policy, section 10.

## **Financial Services Compensation Scheme (FSCS)**

We are a member of the Financial Services Compensation Scheme (FSCS). This scheme is designed to protect you if we are unable to pay claims. FSCS may assist by transferring policies to another insurer or paying compensation. If policies are transferred, FSCS will ensure you receive 100% of your benefits under your new policy.

If we cannot pay the Cash Sum due when you die, your Personal Representative could claim 100% of the Cash Sum from the FSCS. Further information about the scheme is available on the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **Terms and Conditions of the Life Insurance Policy**

### **1) Am I eligible for the Life Insurance Policy provided by Phoenix Life Limited?**

You are eligible for this Policy provided that, at the Policy Start Date:

1. You are aged 50 - 80
2. You are resident in the UK

You are only eligible for the Policy if, having taken it out:

1. The total amount of life cover under all life insurance policies you hold with Phoenix Life Limited, where your acceptance is guaranteed, is £18,000 or less. If any of these policies pays a cash sum that increases, we will only include the Cash Sum at the start of the policy when calculating this total. When calculating this total, we will not include any additional life cover that is paid in the event of your death in a travel accident.
2. The total of your premiums under all life insurance policies you hold with Phoenix Life Limited, where your acceptance is guaranteed, does not exceed £100 a month. If any of these policies has a premium that increases, we will only include the premium at the start of the policy when calculating this total.

### **2) What are the features and benefits of the Life Insurance Policy?**

- Provided that you meet the eligibility criteria set out in section 1, your acceptance is guaranteed.
- The Cash Sum increases by 3.2% each year on each Policy Anniversary, until your death.
- Your premiums will increase each year, on the Policy Anniversary, by a fixed amount for a maximum of 20 years. See section 4 for more information.
- Accidental Death Benefit applies if you die within the first two years after the Policy Start Date, solely as a result of (and within 90 days of) accidental bodily injury you suffer because of a sudden and unexpected event, we will pay out the full Cash Sum. See section 3 for more information.

### **3) What are the exclusions and limitations of the Policy?**

- The Cash Sum is not payable on death during the first two years after the Policy Start Date unless you are entitled to the Accidental Death Benefit. Instead, an amount equal to the premiums paid will be paid to your Estate.

- Accidental Death Benefit will not be payable, during the first two years after the Policy Start Date, in the event your death was caused directly or indirectly through;
  - your involvement in any criminal act;
  - flying (except as a fare-paying passenger);
  - your involvement in any hazardous pursuits;
  - any self-inflicted injury;
  - your involvement in war or hostilities;
  - your alcohol or drug abuse;
  - natural causes, an illness or disease.
- If you stop paying your premiums, when due, for any reason, your Policy will be cancelled; you will not get anything back; and the Cash Sum will not be paid.
- Depending on how long you live, the total premiums paid may be greater than the Cash Sum paid on death.

#### **4J) How much will it cost?**

- A monthly premium will be due based on your age at the Policy Start Date and the Cash Sum required.
- If you are less than 69 years of age at the Policy Start Date, your monthly premium will increase on each Policy Anniversary for 20 years. The premium will increase by a fixed amount equal to 5% of the monthly Starting Premium, rounded down to the nearest whole penny. After 20 increases, the premium will then stay level for as long as it remains due and payable.
- If you are 69 years of age or over at the Policy Start Date, your monthly premium will increase on each Policy Anniversary for as long as premiums remain due and payable. The premium will increase by a fixed amount equal to 5% of the monthly Starting Premium, rounded down to the nearest whole penny.
- Premiums cease to be due and payable on the Policy Anniversary immediately before your 90th birthday or on your death, if earlier. Your cover continues for life.
- The Starting Premium you have selected, and the amount of the yearly increase, are shown on your Policy Schedule.
- If you do not want your premium to increase at a Policy Anniversary, you can write to Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR and request that future increases are stopped.



- If premium increases are stopped, monthly fixed premiums will continue to be due and payable at the level in force immediately before the increases were stopped, until the Policy Anniversary immediately before your 90th birthday or your death, if earlier.
- If premium increases are stopped the Cash Sum increases will cease and the Cash Sum will remain at the level in force immediately before the premium increase was stopped.
- If premium increases are stopped, we will pay the Cash Sum to your Estate when you die. If your Policy is being used as part of a SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, please see the 'frequently asked questions' section.
- If you do choose to stop premium increases, this change cannot be reversed.
- It is your decision whether to stop premium increases. Phoenix Life Limited cannot provide advice about whether this is in your best interests.
- Depending on how long you live, you could pay more in premiums than the Cash Sum paid out.

### **5) How do I make premium payments?**

Monthly by Direct Debit.

After the first premium has been paid, if any subsequent premiums are not paid on the due date, we will write to you to let you know and will allow you 30 days to pay the outstanding premium.

If the outstanding premium is not received within this time, we will send you a reminder letter and will allow you an additional 14 days to pay.

If the premium is paid within this time, the Policy will remain in force. If outstanding premium(s) are not paid within this time, the Policy will be cancelled and you will not get anything back.

If this Policy has been cancelled because a premium has not been paid, you can choose to reinstate this Policy within 6 months of the date of the first unpaid premium. To do this you will need to pay all the premiums that you haven't paid. This Policy will then continue with the Cash Sum and premium, as stated in the Policy Schedule.

### **6) What if I no longer want my Policy to be used as part of a SunLife Guaranteed Funeral Plan brought to me by SunLife Limited, but want to continue with the Policy?**

If you decide you no longer want your Policy to be used as part of a SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, you can write to Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR.

Provided you continue to pay your premiums every month when due, we will pay the Cash Sum to your Estate when you die.

### **7) How do I cancel the Policy?**

You can change your mind within 30 days of when you receive 'Your right to change your mind' form. Complete and return the form within 30 days to: Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR and any premiums you have paid will be refunded.

After 30 days, you may cancel your Policy at any time by notifying Phoenix Life Limited in writing by writing to: Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR. If you do cancel, the Cash Sum will not be payable and you will not get anything back.

### **8) What about tax?**

On your death, if any amount is paid to your Estate, it may be subject to inheritance tax.

Tax information is based on our interpretation of current law and HM Revenue & Customs practice. How taxation could affect you will depend upon your individual circumstances. Tax legislation may change in the future.

### **9) How to make a claim**

In the event of a claim, where this Policy is being used as part of a SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, please see the 'frequently asked questions' section.

Where this Policy is not being used as part of a SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, or in the event of your death in the first two years after the Policy Start Date, your Personal Representative can call our UK call centre on 0800 008 6060 or write to us at Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR.

We will need:

- The Policy Schedule and Endorsements to be returned.
- The name of the person making the claim and evidence of their entitlement to receive the Cash Sum.
- Confirmation of your full name and date of birth.
- Your original death certificate or any coroner's report upon your death.
- A copy of your last will, if you have made one.

It is important that you keep the policy documents safe and let your Personal Representative know where to find them. If these documents are not

available, the person making the claim should contact our UK call centre on 0800 008 6060.

If the payment is made to your Estate, we will add interest to the Cash Sum for the period from the date of your death to the date when the payment is made. The rate of interest used to calculate this amount will be 0.5% per annum lower than the Bank of England Base Rate, subject to a minimum of 0.5% per annum.

### **10) What if I have a complaint about my Life Insurance Policy?**

If you would like further information or you have a complaint about this Policy, then please write to Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR or call our UK call centre on 0800 008 6060.

If you are not satisfied with any aspect of the service that you have received from us, then we have a written complaints handling procedure, a copy of which is available on request.

You can refer complaints that Phoenix Life Limited cannot settle to The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 (free from a landline and mobile) or 0300 123 9123 (calls to this number cost no more than 01 or 02 numbers). Lines are open 8am to 8pm, Monday to Friday and 9am to 1pm, Saturday. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action.

If you have purchased your Policy online, you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Where your complaint is in relation to your SunLife Guaranteed Funeral Plan brought to you by SunLife Limited, please see the 'frequently asked questions' section.

### **11) Financial Services Compensation Scheme (FSCS)**

We are a member of the Financial Services Compensation Scheme (FSCS). This scheme is designed to protect you if we're unable to pay claims. FSCS may assist by transferring policies to another insurer or paying compensation.

If policies are transferred, FSCS will ensure you receive 100% of your benefits under your new policy. If we cannot pay the Cash Sum due when you die, your Personal Representative could claim 100% of the Cash Sum from the FSCS. Further information about the scheme is available on the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **12) Law and Language**

Phoenix Life Limited and you have a free choice about the law that can apply to this contract. Phoenix Life Limited proposes to choose the law of England and Wales and, by entering into this contract, you agree that the law of England and Wales applies. All communication will be in English.

## **General information**

### **Information about the company providing the Life Insurance Policy**

Phoenix Life Limited is the provider of your Policy and trades as SunLife. Phoenix Life Limited is a company limited by shares and the registered office is at 1 Wythall Green Way, Wythall, Birmingham B47 6WG (registered in England, no. 01016269). Phoenix Life Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is entered on the Financial Services Register (registration no. 110418).

A copy of Phoenix Life Limited's Solvency and Financial condition report can be accessed at: <https://www.thephoenixgroup.com/investor-relations/solvency-and-financial-condition-report>

### **Information about the company distributing the Life Insurance Policy**

SunLife Limited is an insurance intermediary distributing financial products and services on behalf of Phoenix Life Limited, who will pay SunLife Limited a commission for each policy arranged. Neither SunLife Limited nor Phoenix Life Limited provide personal recommendations. SunLife Limited's registered office is 1 Wythall Green Way, Wythall, Birmingham, B47 6WG (registered in England, no. 05460862). SunLife Limited is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register (registration no. 769427). Phoenix Life Limited is an insurance undertaking and parent undertaking of SunLife Limited and holds more than 10% of the voting rights/capital in the firm.

You can check the details of both of these companies on the Financial Services Register or by telephoning them on 0800 111 6768.

### **How to contact Phoenix Life Limited**

If you'd like to talk to Phoenix Life Limited about any aspect of your Policy, please call our UK call centre on 0800 008 6060. We are open Monday to Friday 8am - 8pm. As part of our commitment to quality service and security, telephone calls may be recorded.

## **We're committed to protecting and respecting your privacy**

We're committed to maintaining the trust and confidence of our customers. Our Privacy Policy explains how we use our customers' personal information.

Phoenix Life Limited is the provider of your Policy and trades as SunLife. You can find a copy of the Phoenix Life Privacy Policy on its website.

Our Privacy Policy explains when and why we collect personal information about our customers, how we use it, the conditions under which we may share it with others and how we keep it secure. It also explains how long we keep your information, how you can obtain details of the information we hold about you, and the choices you have about how we use that information.

If you have any questions regarding our Privacy Policy or the way we use your information, you can contact us by writing to Phoenix Life Limited, PO Box 1395, Peterborough PE2 2TR or calling our UK call centre on 0800 008 6060.

## **Part 2: The Funeral Plan Services arranged by Dignity – direct cremation (no funeral service)**

### **Definitions**

- “Additional Special Requests Form” means the form, which accompanies these Terms and Conditions, which allows you to notify us of any alternative or additional Special Requests.
- “Agreement” means the written agreement made up of the Application, the Funeral Plan Services Document, these Terms and Conditions and the Terms and Conditions of your SunLife Policy.
- “Application” means the Application process you completed with SunLife, which SunLife have informed Dignity of via an automated data transfer.
- “Cash Sum” means the monetary value of the SunLife Policy at any point during your agreement.
- “Dignity Funeral Personnel” means the relevant personnel we appoint to carry out the Funeral Plan Services.
- “Funeral Plan Services Document” means the document setting out the details of the services that are included in your Plan, which we have sent to you alongside these Terms and Conditions.
- “Funeral Plan Services” means the services which are included in your chosen Plan as outlined in your Funeral Plan Services Document.
- “Personal Representative” means your Personal Representative(s) after your death, as defined by the Administration of Estates Act 1925.
- “Plan” means the Funeral Plan you have chosen as governed by the Agreement.
- “Special Requests” means any personal wishes as to how you would like your funeral performed which have been notified to us on your Additional Special Requests Form, by email, in writing or over the telephone.
- “SunLife Policy” means the whole of life insurance policy provided by Phoenix Life Ltd which trades as SunLife.
- “we” or “us” or “our” or “Dignity” refers to Dignity Funerals Limited and our details are set out below.
- “you” or “your” or “applicant” means the person applying for the Plan.

## **Overview**

This document is designed to provide you with important information about the Funeral Plan Services which are paid for by your SunLife Policy. Please take the time to read this document carefully in conjunction with the SunLife Policy Terms and Conditions to make sure the Plan meets your requirements.

The pay out from your SunLife policy will go straight to Dignity when you die, after the policy has been in place for two years, and all premiums and premium increases are paid when due.

If you die in the first two years from taking out your policy or you have chosen to stop future premium increases, or we have been advised that you or your estate no longer wish to use Dignity to provide your Funeral Plan Services, the Cash Sum from your SunLife policy will be paid to your estate by SunLife and you and your Personal Representatives will no longer receive the Funeral Plan Services.

## **What your Funeral Plan covers**

Subject to these Terms and Conditions, and as set out below, details of the services provided by your Plan are set out in the Funeral Plan Services Document.

Providing that: (i) the Policy is fully in force; (ii) all premiums on the SunLife policy are paid when due; (iii) the premium increases on the SunLife policy are paid when due and (iv) the full Cash Sum is payable to Dignity; then we promise to cover these goods and services at no further charge to your Personal Representative after the SunLife Policy has been in place for two years. This only applies to the services set out in the 'What the Funeral Plan Covers' section.

## **Dignity Funeral Personnel**

Your Plan covers the services of Dignity Funeral Personnel to provide the goods and services described in your Agreement once Dignity has received notification of the Application. If any of the goods or services, which are to be directly provided by the Dignity Funeral Personnel are not available at the time of the funeral, we will provide an alternative of at least equal quality at no further charge.

If your Personal Representative does not agree to the alternative arrangements, they may cancel the Plan and the Cash Sum will be paid to your estate by SunLife.

### **For Direct Cremation Funerals**

You Plan will pay for the cremation fee charged by the crematorium. This will be a Dignity owned crematorium. The cremation funeral will not include any kind of service, procession, admittance of mourners, or attendance of any kind.

### **What the Plan does not cover**

The Plan includes the services described in the Funeral Plan Services Document, which forms part of the Agreement.

The cost of other services not included in the Plan may include;

- memorials
- a cremation at the time of your choosing
- any fees payable to doctors or a coroner for the issue of death or cremation medical certificates, or coroners certificates will not be included in your Plan and if they are charged for they will need to be paid for separately at the time of the funeral.

### **Payment in Full**

The Funeral Plan Services are only guaranteed to be provided where:

- (i) your SunLife Policy is fully in force;
- (ii) all premiums are up to date;
- (iii) the premium increases on the SunLife policy are paid when due and
- (iv) the full Cash Sum is payable to Dignity.

If you die in the first two years from taking out your policy or you have chosen to stop future premium increases, or we have been advised that you or your estate no longer wish to use Dignity to provide your Funeral Plan Services, the Cash Sum from your SunLife policy will be paid to your estate by SunLife and you and your Personal Representatives will no longer receive the Funeral Plan Services.

### **Your Special Requests**

You may ask for Special Requests for your funeral, but if these incur additional costs they will not be covered by the Plan. Once you have notified us of any Special Requests, we will send you a Special Requests Certificate confirming these Special Requests.

Your Special Requests will be used as a guide to your Personal Representatives and the Dignity Funeral Personnel, and any additional costs incurred for these services will need to be paid for by your Personal Representatives at the time of the funeral.



### **Extra Charges**

Save in respect of any service specified as paid for in the Agreement, we may charge reasonable extra amounts for the following requirements:

- the removal of mechanisms such as pacemakers (which must be removed before a cremation);
- any doctor's or coroner's fees that we are asked to pay on your behalf; or
- any adjustments to prices that reflect the additional cost to us of any change in regulations, tax, laws or generally accepted practice, and affect the conduct of the funeral.

### **Repatriation and Transport**

This Plan does not cover the costs of repatriation from outside mainland Great Britain.

### **Change of Plan to an attended funeral**

The Plan is for a direct cremation and does not include any kind of service, procession, admittance of mourners, or attendance of any kind.

If at the point of claim your Personal Representative wishes to have an attended funeral service arranged and conducted by a Dignity Funeral Director, they may do so. If this happens, the Funeral Services included in the Plan will no longer be provided. Instead, the Cash Sum from your SunLife Policy will be used as a contribution towards the cost of the attended funeral your Personal Representative arranges.

If the Cash Sum does not cover the full cost of the attended funeral, your Personal Representative will need to pay any remaining balance at the time of the funeral.

### **Cancellation**

You or your Personal Representatives may cancel this Plan at any time before Dignity has been instructed to conduct the funeral. If you or your Personal Representatives choose to cancel the Plan, the Cash Sum will be paid to your estate by SunLife and the Funeral Plan Services will not be provided.

We may cancel your Plan by giving notice to you if:

- a funeral director is appointed independently who is not part of the Dignity approved network;
- Your family decide they want an attended funeral service with another Funeral Director rather than the unattended direct cremation;

- the funeral is to be conducted outside mainland Great Britain; or
- the funeral cannot be performed because of circumstances outside our control (for example, war, terrorism, or riot).

Your plan will also be cancelled if:

- you have chosen to stop future premium increases on the SunLife Policy
- your SunLife Policy is cancelled for any reason

If the Plan or SunLife Policy is cancelled, the Funeral Plan Services will no longer be provided.

### **Value Added Tax (VAT)**

VAT is not currently charged on a funeral service. However, if VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, your Personal Representatives must pay the VAT or additional tax at the time of the funeral.

### **Change of address**

You must notify SunLife of any permanent change of address so that they can notify Dignity of the changes.

### **Law**

The law of England and Wales shall apply to this Agreement.

### **Complaints**

Dignity makes every effort to excel in the service we provide. However, if you feel that Dignity has not met your expectations, please contact Dignity's Client Liaison Officer who will acknowledge your complaint within two working days and will do their utmost to ensure any complaint is dealt with as quickly as possible.

Contact details as follows:

Client Liaison Officer, 4 King Edwards Court, King Edwards Square,  
Sutton Coldfield, West Midlands B73 6AP

Telephone: 0800 731 0655

Email: [clientrelations@dignityuk.co.uk](mailto:clientrelations@dignityuk.co.uk)

You also have access to an Online Dispute Resolution (ODR) platform which is provided by the European Commission. It allows consumers to submit complaints through the site and the complaint will then be allocated to an approved and appropriate Alternative Dispute Resolution Provider

(ADR). For more information on this service please visit <http://ec.europa.eu/consumers/odr>

## **The Funeral Plan Services arranged by Dignity – funeral service included**

### **Definitions**

- “Additional Special Requests Form” means the form, which accompanies these Terms and Conditions, which allows you to notify us of any alternative or additional Special Requests
- “Agreement” means the written agreement made up of the Application, the Funeral Plan Services Document, these Terms and Conditions and the Terms and Conditions of your SunLife Policy
- “Application” means the Application process you completed with SunLife, which SunLife have informed Dignity of via an automated data transfer.
- “Cash Sum” means the monetary value of the SunLife Policy at any point during your agreement
- “Funeral Plan Services Document” means the document setting out the details of the services that are included in your Plan, which we have sent to you alongside these Terms and Conditions
- “Funeral Plan Services” means the services which are included in your chosen Plan as outlined in your Funeral Plan Services Document
- “Nominated Funeral Director” means the funeral director we may appoint to carry out your chosen funeral
- “Personal Representative” means your Personal Representative(s) after your death, as defined by the Administration of Estates Act 1925
- “Plan” means the Funeral Plan you have chosen as governed by the Agreement
- “Special Requests” means any personal wishes as to how you would like your funeral performed which have been notified to us on your Additional Special Requests Form, by email, in writing or over the telephone;
- “SunLife Policy” means the whole of life insurance policy provided by Phoenix Life Ltd which trades as SunLife.
- “we” or “us” or “our” or “Dignity” refers to Dignity Funerals Limited and our details are set out below “you” or “your” or “applicant” means the person applying for the Plan

## **Overview**

This document is designed to provide you with important information about the Funeral Plan Services which are paid for by your SunLife Policy.

Please take the time to read this document carefully in conjunction with the SunLife Policy Terms and Conditions to make sure the Plan meets your requirements.

The pay out from your SunLife policy will go straight to Dignity when you die, after the policy has been in place for two years, and all premiums and premium increases are paid when due.

If you die in the first two years from taking out your policy or you have chosen to stop future premium increases, or we have been advised that you or your estate no longer wish to use Dignity to provide your Funeral Plan Services, the Cash Sum from your SunLife policy will be paid to your estate by SunLife and you and your Personal Representatives will no longer receive the Funeral Plan Services.

## **What your Funeral Plan Covers**

Subject to these terms and conditions, the terms and conditions of your SunLife Policy, details of the services provided by your Plan are set out in the Funeral Plan Services Document.

Providing that: (i) the Policy is fully in force; (ii) all premiums on the SunLife policy are paid when due; (iii) the premium increases on the SunLife policy are paid when due and (iv) the full Cash Sum is payable to Dignity; then we promise to cover these goods and services at no further charge to your Personal Representative after the SunLife Policy has been in place for two years. This only applies to the services set out in the 'What your Funeral Plan Covers' section.

## **Your Nominated Dignity Funeral Director**

Your Plan covers the services of the Nominated Funeral Director to provide the goods and services described in the Agreement once Dignity has received notification of the Application.

If any of the goods or services, which are to be directly provided by the Nominated Funeral Director, are not available at the time of the funeral, Dignity will provide an alternative of at least equal quality at no further charge.

If your Personal Representatives do not agree to the alternative arrangements, Dignity can cancel the Plan and the Cash Sum will be paid to your Estate by SunLife.

At the point of claim, Dignity will appoint the Nominated Funeral Director to carry out your chosen funeral. If the appointed Nominated Funeral Director cannot for any reason perform your funeral, Dignity will appoint an alternative Funeral Director.

### **For cremation funerals**

If you require a cremation funeral, your Plan will cover:

- The cremation fee charged by the crematorium. Dignity reserves the right to select the crematorium used. This will usually be a crematorium close to and normally used by the Funeral Director.

The cremation fee does not include any additional charges made by the crematorium, for example, any cost payable to the crematorium for use of an organist.

- The Minister of Religion or Officiant's fee, equal to the amount paid for a standard funeral service at the crematorium or cemetery, as listed in the Church of England Table of Parochial Fees.

In the unusual event that the Minister or Officiant charges more than this amount, your Personal Representatives will be responsible for paying that additional amount to the Nominated Funeral Director.

### **For burial funerals**

If you require a funeral with a burial, the Nominated Funeral Director will arrange certain services which are provided by third parties (e.g. provision of burial plot, digging a new plot or opening of an existing grave, arranging for a Minister of Religion or Officiant), but as the cost of these services varies widely throughout mainland Great Britain, Northern Ireland, Jersey and Isle of Wight, your plan may not entirely cover these costs.

In place of cremation services outlined above, your Plan contains a contribution of £1010 towards these burial funeral costs. The contribution will be increased each year in line with the annual increase of the Cash Sum within your SunLife Policy. Your Personal Representatives will be advised of the value of the contribution at the time of arranging the funeral.

If the burial funeral costs are more than this contribution amount, the difference would need to be paid by your Personal Representatives at the time.

### **Payment in Full**

The Funeral Plan services are only guaranteed to be provided where: (i) your SunLife Policy is fully in force; (ii) all premiums are up to date; (iii) the premium

increases on the SunLife policy are paid when due; and (iv) the full Cash Sum is payable to Dignity.

If you die in the first two years from taking out your policy or you have chosen to stop future premium increases, or we have been advised that you or your estate no longer wish to use Dignity to provide your Funeral Plan Services, the Cash Sum from your SunLife policy will be paid to your estate by SunLife and you and your Personal Representatives will no longer receive the Funeral Plan Services.

### **What your Plan doesn't cover**

The Plan includes the services described in the Funeral Plan Services Document, which forms part of the Agreement. The cost for other services, for example a memorial, headstone, flowers, and catering are not included in the Plan.

Any fees payable to doctors or a coroner for the issue of death or cremation medical certificates or coroner's certificates will not be included in your Plan and if they are charged for they will need to be paid for separately at the time of the funeral.

### **Your Special Requests**

You may ask for Special Requests for your funeral, but if these incur additional costs they will not be covered by the Plan. Once you have notified us of any Special Requests, we will send you a Special Requests Certificate confirming these Special Requests.

Your Special Requests will be used as a guide to your Personal Representatives and the Nominated Funeral Director, and any additional costs incurred for these services will need to be paid for by your Personal Representatives at the time of the funeral.

There are a number of common requests which incur additional costs which are not included in the Plan. These might include (but are not limited to):

- an additional charge for conducting the burial, cremation or funeral service during a weekend, unusual hours or public holiday;
- a religious or other service, where the venue charges for the use of that venue, heating, an organist, choir, etc;
- if the crematorium charges extra for music, choir or an organist, or any other services (including any levies).

### **Extra charges**

Save in respect of any service specified as paid for in the Agreement, we may charge reasonable extra amounts for the following requirements:

- the removal of mechanisms such as pacemakers (which must be removed before a cremation)
- any doctor's or coroner's fees that the funeral director is asked to pay on your behalf
- providing a funeral which is not a normal funeral service
- conducting the funeral, burial or cremation during a weekend, at an unusual hour or public holiday, or
- any adjustments to prices that reflect the additional cost to Dignity of any change in regulations, tax, laws or generally accepted practice, and affect the conduct of the funeral

### **Cancellation**

You or your Personal Representatives may cancel this plan at any time before Dignity has been instructed to conduct the funeral. If you or your Personal Representatives choose to cancel the Plan, the Cash Sum will be paid to your estate by SunLife and the Funeral Plan Services will not be provided.

We may cancel your Plan by giving notice to you if:

- a funeral director is appointed independently who is not part of the Dignity approved network;
- the funeral is to be conducted outside mainland Great Britain, Northern Ireland, Jersey or Isle of Wight; or
- the funeral cannot be performed because of circumstances outside our control (for example, war, terrorism, or riot).

Your plan will also be cancelled if:

- you have chosen to stop future premium increases on the SunLife Policy
- your SunLife Policy is cancelled for any reason.
- If the Plan or SunLife Policy is cancelled, the Funeral Plan Services will no longer be provided.

### **Repatriation and transport**

This Plan does not cover the costs of repatriation from outside mainland Great Britain, Northern Ireland, Jersey and Isle of Wight to the Nominated Funeral Director. If Dignity needs to transport you to or from a distance of more than 50 miles of the proposed funeral site, crematorium or burial place or if we need to incur ferry or air fares, we may charge your Personal Representatives such reasonable additional costs, less any contribution towards the cost of travel specified in your Plan.

### **Value Added Tax (VAT)**

VAT is not currently charged on a funeral service. However, if VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, your Personal Representatives must pay the VAT or additional tax at the time of the funeral.

### **Change of address**

You must notify SunLife of any permanent change of address so that they can notify Dignity of the changes.

### **Law**

The law of England and Wales shall apply to this Agreement.

### **Complaints**

Dignity makes every effort to excel in the service we provide. However, if you feel that Dignity has not met your expectations, please contact Dignity's Client Liaison Officer who will acknowledge your complaint within two working days and will do their utmost to ensure that any complaint is dealt with as quickly as possible.

Contact details as follows:

Client Liaison Officer, 4 King Edwards Court,  
King Edwards Square, Sutton Coldfield,  
West Midlands B73 6AP

Telephone: 0800 731 0655

Email: [clientrelations@dignityuk.co.uk](mailto:clientrelations@dignityuk.co.uk)

You also have access to an Online Dispute Resolution (ODR) platform which is provided by the European Commission. It allows consumers to submit complaints through the site and the complaint will then be allocated to an approved and appropriate Alternative Dispute Resolution Provider (ADR). For more information on this service please visit <http://ec.europa.eu/consumers/odr>