

Your terms and conditions



Safe Hands
Funeral Plans

Safe Hands Funeral Plans – Terms and Conditions

Welcome to Safe Hands Funeral Plans

These terms explain who we are and how our funeral plans work. They also explain what to do if there's a problem.

It's a long document. But it's important to understand what your funeral plan will and won't do, and the relationship between Safe Hands Funeral Plans and you when you buy a plan. To help you understand the rest of this document, we've explained some of the terms we use and what they mean:

- By "we", "us" and "our" we mean Safe Hands Limited (we also say "Safe Hands").
- We say "you", and "your" in these terms when we're referring to the person who is the plan holder.
- When we say "Funeral Directors", we're talking the Funeral Directors with whom we have a relationship. These are the companies and people who help us to make sure your funeral goes ahead as planned.
- When we say, "representative", we're referring to the person who will be responsible for arranging your funeral when you die. That may be someone in your family or it may be a solicitor.
- Some of the financial limits imposed on your plan will increase in line with the consumer prices index on 1 July in every year. We call this "CPI". CPI is published by the Office for National Statistics. If they stop publishing CPI we will use another suitable index to determine any increase in limits on a year by year basis.

If there's anything in these terms you'd like to explore in more detail, please let us know as soon as possible.

Your funeral plan is an agreement between you and Safe Hands. The agreement will be made up of this document and some other important documents you will receive from us when you purchase a plan, which are a Key Features Document, which provides a general explanation about the plan package you've decided to buy and a Plan Certificate, which contains the specific details of your plan, personal to you.

1. Who can buy a plan?

Anyone who is over the age of 18 and is a UK resident can buy a plan. A plan can also be bought in the name of someone who is under 18.

If the plan is bought in instalments, which can be paid off over a period between 2 and 10 years, then all the payments must be made before your 80th birthday.

You can buy a "joint plan". This plan can have two named plan holders and provide benefits when either the first or second plan holder dies. Only the funeral of one of the named plan holders will be covered, not both.

There are no questions about your health involved. There's no medical examination.

2. How does your plan work?

If you have paid your plan in full, your plan means that a Funeral Director will provide the services described on your Plan Certificate when you die.

If you pay for your plan in instalments, there are some differences – see section "When will I be entitled to my plan?".

3. What is included in my plan?

When you buy a plan, you will receive a Key Features Document that lists a summary of our funeral plans and how they work, and a Plan Certificate which shows what your plan includes. If you lose the Key Features Document or your Plan Certificate or need another copy of either, you can always get a copy from our customer services team.

A plan with us covers funerals carried out in the mainland UK or mainland Northern Ireland and is a guarantee from us to make payment for certain services. Here are the three main types of service we cover, which may or may not be included in your plan – it will be clear from the Key Features Document and your Plan Certificate which services you have paid for and any limitations which apply to your plan:

- **Payment for Funeral Director services.** All our plans include payment of Funeral Director services, which cover the essential elements of your funeral. No matter how much the cost of these services increases in the future, your plan guarantees that those services will be provided at no extra cost to you or your representatives (subject to the provisions of these Terms), up to the financial limit of the plan you have bought (which will increase in line with CPI). Every plan will cover the cost of the appointed Funeral Director to collect and transport your body to bring you into our care, within a 25-mile radius (only within the UK mainland or within the mainland Northern Ireland). Mileage over 25 miles will be charged at the Funeral Director's rate at the time.
- **Third-party allowance.** Your plan may include a third-party cost allowance. There is a *limit* on the costs that we will pay towards any third-party costs. These costs might include things associated with the funeral like: cremation or cemetery fees, Doctor's fees, Minister's or Celebrant's fees. The allowance increases in line with CPI. Please have a look at your plan documentation to find out how much the allowance is in your plan.
- **Extra services.** Your plan may include details of extra services that you will pay for in full or cover in instalments. Extra services might include things like floral tributes, a choir, orders of service. If you make a payment towards the cost of extra services, then the sum you pay will act as a contribution towards the service. We will increase that sum annually in line with CPI.

We can include details of special requests in your plan, which will be passed onto the Funeral Director, but we cannot guarantee these will be carried out at the time of need.

It is important to note that where we say an allowance increases with CPI, this is the amount of money we will make available for payment of your funeral and other services. If you or we cancel your plan or it is not used you do not receive any CPI increase in relation to any money repaid to you.

4. What's NOT included in my plan?

There may be extra charges for items at the time of your funeral, which are not covered by your plan. Examples of some extras are (there may be other things that are not included in the list below):

- A church service
- A wake
- Catering services
- Obituary notices
- Flowers
- Burial plot
- Memorial caskets
- Headstone
- Memorial

Your plan doesn't cover the cost of repatriation (sending your body) from outside Great Britain or Northern Ireland to your appointed Funeral Director. Your plan doesn't provide the plan benefits outside of the UK and Northern Ireland.

If your representative chooses a funeral at the weekend or on public holidays, then additional charges may apply.

The local cemetery or crematorium might charge you extra if you are not a resident of the local area.

Any extra services or personal requests you make will be passed on to the appointed Funeral Director at the time of need, but they cannot be guaranteed.

5. What happens when I die?

Your representative **must** contact Safe Hands, by calling the phone number included on your Plan Certificate. Our contact details are also available on our website.

It is important not to make any plans without first contacting Safe Hands.

This is because our funeral plans can **only** be carried out by one of the Funeral Directors from our national network, or by one that we've instructed. If your representative arranges a funeral without letting us know first that you have passed away, then they may have to pay extra charges, or we may need to cancel your plan.

When your representative contacts us, we'll confirm what's included in your plan and if there's any balance to pay. As long as the plan is fully paid up, we'll contact the Funeral Director with all the details needed to collect you from wherever you pass away.

We'll also pass on your representative's details so that arrangements for the funeral can be finalised.

The Funeral Director will need the registrar's certificate for burial or cremation **before** they can start making plans.

If your representative wants extra items that aren't in your plan, then they will need to be paid for when the funeral is arranged.

6. How do I pay for my plan?

You can pay for your plan in one of three ways:

1. In full when you buy the plan.
2. In instalments over 12 to 24 months.
3. In instalments over more than 24 months. Using this option, you'll pay monthly instalments which include an additional charge on top of your plan price. We will confirm to you what your instalments will be (including the additional charge) and the total amount payable over the term you have chosen. You can work out what the additional charge will be for using this payment option, if you take the price of the plan away from the total amount you'll pay. We will provide you with an illustration to show the total additional charges you will pay, compared to buying the plan without additional charges. The effect of this is to make your plan slightly more expensive than paying either in full when you buy your plan or in instalments over 12 to 24 months.

We'll confirm to you in writing the **total** amount you'll pay when you buy the plan.

7. Will I need to pay a deposit?

Yes, if you're paying by instalments then you will pay a deposit to set up your plan. We will deduct this from the total amount and reduce your monthly payments.

8. How can I pay?

Paying in full: You can pay in full by cheque, direct bank transfer, credit, or debit card.

Paying in instalments within 24 months: You will pay over a period of up to 24 months. A deposit will be paid, and the balance will be split over the term. The monthly instalments will be paid by Direct Debit and no additional charge will apply. **Paying by instalments over more than 24 months:** You will pay over a period, with the cost of your plan split between 2 to 10 years, depending on the number of years you select. You will pay the instalments (which will include the additional charge) by a monthly Direct Debit.

9. When will I be entitled to my plan?

If you are paying by instalments, the benefits listed on your Plan Certificate will be carried out by an appointed Funeral Director when your plan has been paid for in full.

If there is a balance to pay, then we will send a statement to your representative. They can pay the outstanding balance. Once this is done, we will ask the Funeral Director to finalise the arrangements for the funeral. Alternatively, your representative can choose not to pay the outstanding balance and cancel the plan.

We do not give refunds for plans that are cancelled after the death of the plan holder, apart from in our absolute discretion.

10. What if I miss a payment?

Everyone's situation can change, we understand that. It's important to contact us if you think you may find it hard to meet your obligations to make payments.

We will talk things through with you. If you have missed a payment, then you will have 90 days to reinstate your plan by paying the missing instalment. We may review the price of your plan at that time. This may lead to an increase in the price of the plan and/or the instalment terms of your plan.

If you choose not to re-start the payments, then the monies held (minus the plan cancellation charge of £295) will be paid to your appointed Funeral Director as a contribution towards their fees or to your representative.

In either instance, we do **not** have to fulfil your plan.

11. When will my instalments be collected?

We will collect instalments monthly by Direct Debit. You can choose a payment date of one of the 1st, 8th, 15th or 22nd day of the month.

Your plan instalments will be collected on the same day each month. If this payment date is on a weekend or on a Bank Holiday, then we will collect the instalment just after that date.

12. Can I make one-off payments to pay off my plan more quickly?

Yes, of course. You can make one-off extra payments on any instalment plan at any time to reduce your balance or pay the plan in full. If you do this, then you can reduce the number of instalments left to pay. You can choose to carry on paying over the same number of instalments and we'll reduce the instalments to reflect the lower balance.

13. Can I transfer my plan to someone else?

Yes, you can transfer your plan as detailed on your Plan Certificate at any time. We will require your request to transfer your plan in writing and will issue a new Plan Certificate in the name of the new plan holder.

If there is an unexpected death in your family, you can also transfer your funeral plan to that family member. This means that your funeral plan can be used for their funeral, instead of yours. If you want to do this, you will need to contact us first using the contact details included on your Plan Certificate. Our contact details are also available on our website.

14. How we keep your money safe

Your money is held in a Trust. We receive an allowance to meet our administrative costs of selling and arranging the plan. The money is released to us when you die so the funeral can be provided. Money can also be released in other circumstances, for example, if you or we cancel your plan, so we can refund this to you (if applicable). Please see "How do I cancel my plan?" which explains our cancellation fee and policy.

The Trust funds are held separately to the money of Safe Hands. For extra protection, the funds and proceeds are held by an independent trustee and the funds are managed by independent Fund Managers. You can find more information about this in your Key Features Document.

15. What if we go out of business?

In the unlikely event that we cease trading, the independent trustee would carry on running the Trust and your money would be protected by the independent trustee. The independent trustee will work with the Funeral Planning Authority, which Safe Hands is registered with, or another funeral director to provide your funeral.

16. How do I make changes to my plan?

Contact us using the details in the "Contact Us" section.

17. How do I cancel my plan?

Cancelling within 30 days of the start date

You can cancel your plan within 30 days of the start date without giving any reason and receive a full refund.

Cancelling your plan more than 30 days after the start date

If you cancel after 30 days of the start date, we'll refund all monies paid into the plan, minus the cancellation fee which is £295.

We will have no further obligation to fulfil your plan.

Your plan is not an investment product and does not pay interest on money refunded.

If you want to cancel your plan, then you must let us know in **writing**. We will send refunds that are due within 30 days of receiving your request.

If you are paying for your plan in instalments over more than 24 months, you will not be refunded the additional charge you've paid on top of your plan. The refund will be of your plan price only, minus the cancellation fee and additional charge.

Please contact us using the email or postal address provided to you in your Plan Certificate.

18. Our right to cancel your plan

We can cancel your plan if:

- We can't provide what's in your plan due to circumstances beyond our control.
- You're paying in instalments over 2 to 10 years and you miss a total of any 3 instalments during your instalment payment plan.

If we cancel your plan, then we'll pay you back any payments made except for the cancellation fee and additional charges (where you have paid in instalments over 2 to 10 years). We'll charge £295 for cancelling if more than 30 days has passed since the plan start date.

19. What if I don't use my plan?

If your plan hasn't been claimed 6 months after the date of your death, your plan will have no value and no repayment of your plan price will be made, unless we decide otherwise at our discretion.

If your plan hasn't been used on your 110th birthday, we'll write to your last known address to see if your plan is still needed.

If we don't get a response within 56 days, we'll assume your representative has chosen not to claim the plan benefits. We will then cancel your plan and keep any payments made.

20. How do I make a complaint?

If you want to make a complaint, you can contact us by phone, e-mail or post.

Please contact us using the phone number, email or postal address provided to you in your Plan Certificate.

How we manage your complaint

We'll be in touch within 7 working days and aim to resolve your concerns within 30 days whenever this is reasonably possible.

We'll keep you updated on what's happening and try to resolve everything fully, fairly and, where possible, to mutual satisfaction within 30 days. If we can't finish our investigation in that time, we'll let you know how we're getting on. If you're not happy with our response to your complaint, you can contact the Funeral Planning Authority, using these details:

By phone: **0845 6019619**

By email: [funeralplanningauthority.co.uk/contact-us/complaint-form](https://www.funeralplanningauthority.co.uk/contact-us/complaint-form) (this is a link to the email complaint form)

Post: **Funeral Planning Authority, Barham Court, Teston, Maidstone, Kent ME18 5BZ**

If you have purchased your plan online and have a problem with the goods or services you purchased, you can use the **Online Disputes Resolution (ODR)** platform to make a complaint and have it resolved by an independent dispute resolution body.

This agreement is governed by English law. Any claim relating to your plan will be made in the Courts of England & Wales. Only you and your representative can bring a claim against us relating to your plan, no other person can bring a claim under this agreement.

21. What information will you need and how will it be used?

We will only collect and process your personal data in accordance with applicable data protection laws as set out in our Privacy Policy, which can be found on our website: www.safehandsplans.co.uk/privacy-policy. You can request a copy of our Privacy Policy – see section "Contact Us".

22. Contact Us

You can contact us by phone, email or post with any enquiries you may have relating to your plan and any questions you may have about it. You will find all our key contact details on your Plan Certificate and on our website.

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