



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 - 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 cremation in advance of your death or the death of the Covered Individual
- Want to protect against any future rises in the cost of a funeral
- Do not want your family to have to worry about meeting 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
- Are of sound mind and have the mental capacity required, or support from a family member or appointed executor, to assist with this purchase.

If you do not agree with any of the statements above, this does not prevent you from buying a funeral plan from us today. However, if you are unsure of anything, please call us on 0808 296 7221.

Section 3 - What are these Terms and Conditions for?

These terms and conditions apply to funeral plans purchased from us from 4 April 2024.

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

4.1 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.

4.2 Payment for the plan

You can choose 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 the 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.

Once you have fully paid the amounts set out in the Plan, we will cover these goods and services at no further charge to you or the Nominated Representative.

4.3 How we care for your money

Money is paid directly into the Trust. The Trust is completely separate and legally independent from Distinct Cremations. The funds for the funeral are only paid to us 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, or find a copy on our website.

4.4 Making changes to your plan

You can contact us at anytime to discuss any changes you want to make to your plan. If you choose to upgrade your plan, you will be required to pay the difference between what you initially paid and the current price of the new plan you require. If you wish to downgrade your plan, we will refund the difference between the current cost of your new plan and the price originally paid, or, if many years have passed and our prices have risen, there may be additional monies to pay to downgrade. There is no charge for making these changes.

4.5 What happens if a payment is missed?

Should you miss two consecutive instalment payments over the payment term, we have the right to cancel your plan if payments are not brought up to date in a timely manner. We will contact you after each missed payment to ask you to bring the payments up to date. If we cancel your plan for missed instalment payments, we will refund to you any money paid to date less a cancellation fee of £95. 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 restarted.

4.6 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.

4.7 The Go Greener option

If you choose to add the Go Greener option to your plan at the point of purchase, this choice will be confirmed back to you in writing along with your plan confirmation documents.

Currently the coffin we use where Go Greener has been added is only available to the maximum size of 6'4" x 24" and we are unable to source a sustainable larger coffin. This optional extra may therefore be unsuitable for someone needing a larger coffin. If you have added the Go Greener optional extra and at the time of need we find that a larger coffin is required, we will supply the basic coffin we use for all other services and will refund to your family any difference.

4.7.1 Adding Go Greener at a later date

If you do not add the Go Greener option to your plan at the point of purchase, you can add this option at a later date. We will take a one-off payment to cover the then cost of the Go Greener option at the point you request to add it. For plans paid over 12 months where future payments are still outstanding, your Direct Debit payments can be increased accordingly. There will be no cancellation or transfer fees charged in these scenarios.

4.7.2 Removing Go Greener at a late date

You can remove the Go Greener option from your plan in the future. You will receive a refund of the original price paid for the Go Greener optional extra. For plans paid over 12 months where future payments are still outstanding, your Direct Debit payments can be reduced accordingly. There will be no cancellation or transfer fees charged in these scenarios.

4.8 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, if we receive that request within 30 days of plan activation (our cooling off period), we will refund all the money you have paid and will do this within 28 days of us receiving notification of cancellation.

If we receive that request more than 30 days after plan activation, we will refund all the money you have paid minus a fee of £95, and will do this within 28 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 ask the person calling to complete an Indemnity Form. If this cancellation is within the above mentioned cooling off period, will refund all the money you have paid to your estate. If this is outside of the above mentioned cooling off period, we will refund all the money you have paid minus a fee of £95.

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

5.1 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.

5.2 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.

Once you have fully paid the amounts set out in the Plan, we will cover these goods and services at no further charge to the Nominated Representative. Please also see section 5.6 'What happens if the Covered Individual passes away before all payments have been completed?'

5.3 The purchase of a whole of life policy

Your money will be used to 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.

5.4 Making changes to your plan

You cannot upgrade or downgrade a plan paid over 5 or 10 years.

5.5 What happens if a payment is missed?

Should you miss two consecutive instalment payments over the payment term, we have the right to cancel your plan if payments are not brought up to date in a timely manner. We will contact you after each missed payment to ask you to bring the payments up to date. If we cancel your plan for missed instalment 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.

5.6 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.

5.7 The Go Greener option

If you choose to add the Go Greener option to your plan this has to be requested at the point of purchase, and this choice will be confirmed back to you in writing along with your plan confirmation documents.

Currently the coffin we use where Go Greener has been added is only available to the maximum size of 6'4" x 24" and we are unable to source a sustainable larger coffin. This optional extra may therefore be unsuitable for someone needing a larger coffin. If you have added the Go Greener optional extra and at the time of need we find that a larger coffin is required, we will supply the basic coffin we use for all other services and will refund to your family any difference.

The cost of the Go Greener option will be included within your monthly funeral plan payments.

Once the Go Greener option has been added to a plan paid over 5 or 10 years, it cannot be removed. It also cannot be added to a plan paid over 5 or 10 years, if that plan is already in place with us.

5.8 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 ask the person calling to complete an Indemnity Form. We will issue a partial refund of money paid to date. 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 – General terms and conditions that apply to all Plans

6.1 Crematorium

Where an unattended plan is purchased, at the point of plan redemption, we will use a crematorium owned by us. If you have already requested that we use a specific crematorium owned by us, we will do our utmost to accommodate your request, however we cannot guarantee this.

For plans that allow mourners to attend the crematorium for a service, we will ask you at the point of purchase which crematorium you would like to use from our own network. You can find your nearest crematorium on our website. If you are unsure which crematorium you would like to use, we will discuss crematorium allocation with your Nominated Representative upon plan redemption.

6.2 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).

6.3 VAT and legislative changes

If there are some charges that we may in the future find ourselves having to cover for things such as VAT or costs passed to us due to changes in the law, tax rules or legislation that affects the way cremations are carried out, then we may have to pass these on to you (if you are not also the Covered Individual) or Nominated Representative, at the time of the cremation.

6.4 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:

Breakdown of costs to acquire and manage your Funeral Plan	Unattended	Intimate	Private	Simple
Managing the plan over the customer's life (average 12 years)	£42	£46	£42	£45
Premises, facilities and staff	£167	£167	£169	£172
General and administration (incl. Regulatory fees and Compliance costs)	£48	£45	£46	£48
Marketing and advertising	£301	£335	£336	£361
Cancellation provision	£50	£53	£53	£56
Capital reserve provision	£19	£18	£18	£19
Distinct Funeral Plans Limited Profit	£123	£136	£136	£124
Total	£750	£800	£800	£825
How much do we pay into the Distinct Funeral Plan Trust?				
Price to perform the cremation funeral	£799	£1,053	£1,183	£1,829
Regulatory solvency requirement and trust fund administration costs	£150	£246	£316	£345
Total	£949	£1,299	£1,499	£2,174
Total Funeral Plan Cost	£1,699	£2,099	£2,299	£2,999

For plans where the Go Greener optional extra has been added for £100, we will retain £15 of that money to administer and plant a tree. The remaining £85 is left in the trust fund with £70 being paid to us as part of the 'Price to perform the cremation funeral'. The remaining £15 will be left in the trust to cover regulatory solvency and trust fund administration costs.

Monthly payments are split between insurance premiums and fees to administer the plan. We will retain either the first 12 or 24 months worth of insurance premiums as commission from the insurer depending on the payment term selected, and subsequently between £3.65 and £6.25 of each of the remaining monthly payments to administer the plan.

Depending upon your age when you apply, this means that we may receive between £330.92 and £946.90 over the payment period of either 5 years or 10 years. Where Go Greener has been added we receive a payment of between £358.65 and £983.09.

6.5 Repatriation

The Plan does not cover the costs of Repatriation.

6.6 Ashes return

Included in your plan is the return of ashes. Ashes will be personally returned to the next of kin or Nominated Representative within 14 days of the cremation taking place, unless you have requested we scatter them in the garden of remembrance at the crematorium.

We can only return ashes to an address within mainland Great Britain.

6.7 Celebrant or Officiant

A Simple Funeral Plan comes with the inclusion of a Celebrant or Officiant to lead the service. We will let your Nominated Representative know at the time of your cremation which Celebrant or Officiant is available from our network. Your Nominated Representative may choose a different Celebrant or Officiant at the point of plan redemption but that Celebrant or Officiant must agree to provide their services for the fee Distinct Cremations set. If they do not agree, and your Nominated Representative still wishes for them to lead the service, then your Nominated Representative may incur fees charged directly from the Celebrant or Officiant. There will be no money refunded if your Nominated Representative choose not to have a Celebrant or Officiant led service.

6.8 Transferring a plan

If you have purchased a plan with one single payment or have spread the cost up to 12 monthly instalments and your circumstances change, we may agree that you can transfer the services within the plan to a different Covered Individual. Please call us to discuss the options available. For plans taken out over a 5 or 10 year payment term, you cannot transfer the services within the plan to a different person. This means that once you have informed us at the point of purchase who the Covered Individual is, this cannot change.

You can move ownership of the plan to a different person at any time by removing yourself as Customer and allocating someone new to own the plan. This new person would have to agree to the obligations they hold as Customer on the plan, in accordance with these Terms and Conditions. You cannot remove yourself as Customer and leave the plan without an owner.

If the plan is found after your death and you are not also the Covered Individual, your next of kin or Nominated Representative can move ownership of the plan to a new Customer. If you are the Customer and also the Covered Individual, if asked by your next of kin or Nominated Representative, we may agree for the plan services to be moved to a different Covered Individual but only if the plan was purchased with a single payment or spread up to 12 monthly instalments. Please refer to the relevant section within these Terms and Conditions for more information about cancellation by payment type.

6.9 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 inform the Nominated Representative if there are any outstanding payments due on the plan at the time the cremation is required.

6.10 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.

6.11 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

6.12 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.

6.13 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 any special requirements 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, speech or hearing impairment.

6.14 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

Section 7 - Definitions

7.1 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.

7.2 Other definitions

“Accidental death” is defined as; Death which occurs within 90 days of an accident. In this instance our definition of an accident is where a bodily injury is sustained, caused by accidental, violent, external and visible means, which solely and independently of any other cause results in death. The benefit will not be paid out if death occurs from:

- suicide, intentional and serious self-injury or an event where, in our reasonable opinion, you took your own life
- taking part or attempting to take part in a dangerous sport or pastime
- taking part or attempting to take part in an aerial flight other than as a fare paying passenger on a licensed airline
- committing, attempting or provoking an assault or criminal offence
- war (whether declared or not), riot or civil commotion
- taking alcohol or drugs (unless these drugs were prescribed by a registered doctor in the United Kingdom)
- accidents that happened before your application;

“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;

“Go Greener” means the optional extra that can be added to a plan for an additional charge;

“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;

“Plan redemption” means the point a Nominated Representative calls us to advise that the Covered Individual has passed away and the plan services are now required;

“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’.



A Distinct Advantage

What makes us unique

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

Simple, affordable funerals

This funeral plan is provided by Distinct Funeral Plans Limited (trading as Distinct Cremations) who are 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 the Westerleigh Group.

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