

## TERMS AND CONDITIONS OF YOUR AGREEMENT

These Terms and Conditions (the "Terms") together with your Application Form, Plan Price List and Charges, make up the Agreement between You and Us for your Plan. By sending your signed Application Form and Payment Method to Us, You are agreeing to buy Your Plan subject to these Terms.

### Definitions

The following terms have the following meanings in these Terms:

"Application Form" means Our Application Form that must be signed by You.

"Brochure" means Our official brochure, which contains details of Our funeral plans.

"Cancellation Fee" means the charge that applies if You or We cancel Your Plan more than 28 days from the Start Date as detailed on the "Plan Price List and Charges" insert to the Brochure, or if We elect to cancel the Plan in the event of you failing to pay any agreed instalment. This charge is £495 (or as otherwise specified in the Plan Price List and Charges at the time of your application).

"Disbursements" means the costs payable to third parties associated with the funeral, that the Funeral Director makes on your behalf, and include the cremation or cemetery fee, Doctor's fee and Minister's fee. Disbursements up to the limit specified in Your Plan are included in the Plan price.

"Fees and Services of your Funeral Director" means the fees and services that are supplied directly by the Funeral Director. Only those Fees and Services of your Funeral Director specified in your Plan are included.

"Next of kin" means your next of kin but may also mean the Personal Representatives of your estate

"Payment Method" means the way that You have chosen to pay for Your Plan.

"Plan Certificate" means the certificate issued to You within 30 days of the Start Date.

"Plan Price" means the price of Your Plan

"Plan Price List and Charges" means Our list of Plan prices and charges, which is an insert to the Brochure.

"Special Requests" means the requests You have specified on the Application Form. These are requests only and although We will do Our best to fulfil them they cannot be guaranteed.

"Start Date" means the date that your signed Application Form and Payment Method have been received at Our Head Office and are accepted by Us.

"Time of need" means the time of your death.

"Us", "We", "Our" means Mairi Urquhart & Son Trustee (for UK Plan holders).

"You", "Your" means the Plan holder (and/or partner where there are joint applicants).

"Your Nominated Funeral Director" means the Funeral Director nominated by You to fulfil Your Plan.

"Your Plan" means your chosen funeral Plan as specified in the Brochure and detailed on the Application Form.

### 1. Qualification for and purpose of Your Plan

1.1 You are qualified to apply for a Plan if You are over 18 at the Start Date.

1.2 The purpose of Your Plan is to give You and your loved ones protection from rising funeral costs and the worry of having to arrange and pay for your funeral when the time comes. Your Plan will cover the Fees and Services of your Funeral Director in full and an allowance for Disbursements (see below).

### 2. What Your Plan Includes

2.1 Under Your Plan the Fees and Services of your Funeral Director are fixed for the lifetime of Your Plan, regardless of how much these costs may rise in the future. We guarantee that the Funeral Director's Fees and Services will be procured by Us on your behalf at no extra cost to You or your next of kin, providing the funeral is carried out by the Funeral Director stated on your funeral Plan certificate or as agreed by Us.

2.2 Your Plan also covers an allowance for Disbursements up to a pre-determined limit for cremation or burial. The amount of this allowance is detailed on the Plan Price List and Charges. This

allowance for Disbursement Costs will increase annually on 1st July in line with increases in the Consumer Prices Index (CPI). There may be a balance to pay at the time of need if the actual disbursements paid on your behalf by your nominated Funeral Director are more than this allowance plus the annual uplifts in CPI.

### 3. Your Nominated Funeral Director

3.1 As well as providing our own funeral service we may work with contracted, reputable, Independent Funeral Directors to provide you with the agreed funeral arrangements. This may occur when moving out of the area. When You purchase your Plan We will always firstly allocate us as the main Funeral Director.

3.2 If You move house you must tell Us, as We may need to nominate an alternative Funeral Director to conduct the funeral. If You let us know before the time of need there will be no additional charge to pay, but if We are only told at the time of need an additional charge can be made by Us, but this will be no more than 5% of the Plan Price. If we are unable to allocate an alternative Funeral Director we refund all Monies minus an administration fee.

### 4. Your Plan Certificate

4.1 We will send You your Plan Certificate within 30 days of your Start Date. You should keep this in a safe place and let your next of kin know where You keep it.

4.2 If You lose your Plan Certificate or move house, please contact Us and We will supply a suitable replacement.

### 5. Alternative Funeral Arrangements

5.1 We will need to be informed if alternative funeral arrangements have been made, money for the prepaid funeral plan is specifically for the contracted Plan and that on the plan certificate.

### 6. Payment Methods

6.1 You can choose between two payment methods: (a) Lump Sum, being payment in full by one single payment at the time You take out Your Plan; or (b) Instalments, being payment by a set number of instalment payments. A minimum initial deposit may be required.

6.2 Where We have agreed to accept payment by instalments, interest of 4.7% per annum (or such interest charge as is notified to you in the Plan Price List and Charges at the time of your application) is charged on the balance of the Plan Price if the instalments are agreed to be paid over a period greater than 12 months. If you default on any agreed instalment payment, We will be entitled, at Our option, either to cancel the Plan or to demand the full balance then outstanding, plus interest. Should We elect to cancel the Plan, We shall refund all payments made by you less the Cancellation Fee.

6.3 If, during the term of your instalments You wish to make the Plan fully paid you can do this by requesting from Us a statement of the balance outstanding under the Plan, and then paying that balance. If the outstanding balance on that statement is paid in full within 40 days of the Start Date all future interest will be waived, but an additional administration charge of £50 is payable.

6.4 You may increase and/or decrease the amount of your instalments at any time during the payment term by arrangement with Us. Increasing payments will reduce the instalment term initially agreed and will reduce the total amount to pay to make the Plan fully paid. Decreasing instalment payments will increase the instalment term and may increase the total amount to pay to make the Plan fully paid.

### 7. If the Plan is Not Fully Paid at the Time of Your Death

7.1 Your Plan will not provide the funeral You have chosen until it is fully paid. If You are paying by instalments and Your Plan has not been paid in full at the time of your death We will send your next of kin details of the balance outstanding to pay for the Plan in full.

7.2 Your next of kin will have the choice of paying for (or reaching terms acceptable to Us for payment of) the outstanding balance in full so that the funeral can be arranged, or notifying Us in writing that they wish to cancel the plan. If cancelling the Plan, a refund will be made of all payments made less the Cancellation Fee, but if the payments made to Us are less than the Cancellation Fee, We shall have the right to require your next of kin to pay Us the difference between the cancellation fee and the payments made, but We will have no further obligation to fulfil Your Plan.

## **8. Your Money and the Mairi Urquhart & Son Trust Fund**

8.1 The money paid by you is a pre-payment for the cost of the agreed funeral arrangements. Your money, less marketing and direct costs, is securely invested in the Mairi Urquhart & Son Trust Fund.

8.2 The funds in Trust are held separately to the Company and managed by majority of Independent Trustees to ensure your money is protected.

8.3 Neither You nor your next of kin or anyone claiming on your behalf or on behalf of your estate are entitled to any interest on or income from any of the money paid by You or on your behalf for the Plan.

## **9. If You stop paying Instalments part way through the Term**

9.1 If You stop paying instalments part way through the instalment term You have 60 days to reinstate Your Plan by re-commencing payments.

9.2 If You do not re-commence payments within 60 days, but request to re-commence payments at a later date then We will conduct a Plan review taking into account the Plan Price List and Charges prevailing at the time of your request and the instalments paid to date. The review may lead to an increase in the total amount to pay to reinstate Your Plan and may lead to an increase in the instalment term.

9.3 If You do not re-commence payments, the instalment payments made less the Cancellation Fee will, at the time of need, either:

9.3.1 Be paid to your nominated Funeral Director as a contribution towards funeral costs; or

9.3.2 Be paid to your next of kin, in which case, We will have no further obligation to fulfil Your Plan.

## **10. Complaints**

10.1 Complaints about Your Plan should be made in writing to Mairi Urquhart & Son Ltd, 1-3 Mitchel lane, Ross-shire. IV17 0QW. We will acknowledge receipt of your complaint within 7 days and aim to resolve your complaint within 30 days.

10.2 If We are unable to reach a mutually satisfactory outcome to your complaint We will refer your complaint to an Independent Arbitrator. We agree to abide by the decision of the Independent Arbitrator.

## **11. Cancelling Your Plan**

11.1 You have the right to cancel Your Plan, with no obligation, within 28 days of the Start Date and receive a full refund of all monies paid.

11.2 If You decide to cancel Your Plan more than 28 days from the Start Date, please inform Us in writing at Our Head Office and We will return all monies paid less the Cancellation Fee. If the payments made to Us are less than the Cancellation Fee, We may ask You to pay Us the balance.

11.3 If You cancel Your Plan We will have no further obligation to fulfil Your Plan.

## **12. Procedure for Your Next of Kin at the Time of Need**

12.1 At the time of need your next of kin should contact us or the nominated Funeral Director detailed on your Plan Certificate, and give us/them a copy of the Funeral Plan Certificate. The Funeral Director us/them will establish if the Plan is fully paid. Any Special Requests will be communicated to your next of kin and your nominated Funeral Director. If the Plan is fully paid the funeral will proceed. If You are paying by instalments and Your Plan has not been paid in full at the time of your death We will send your next of kin a Closing Statement detailing the balance outstanding to make Your Plan fully paid. Your next of kin have the option to either:

12.1.1 Pay or provide a clear commitment (satisfactory to Us) to pay the balance outstanding in full before the funeral can be arranged; or

12.1.2 Cancel Your Plan by writing to Us and We will return all the payments made, less a Cancellation Fee of £495. If the payments made to Us are less than the Cancellation Fee, We shall have the right to require the next of kin to pay Us the balance. In this case, We will have no further obligation to fulfil Your Plan.

12.2 We will pay your nominated Funeral Director to provide the funeral. There may be a balance to pay at the time of need if

the actual disbursements paid on your behalf by your nominated Funeral Director are more than Disbursements covered by Your Plan. This could happen if You live in an area where disbursement costs are high or disbursement costs rise much more than increases in the CPI.

12.3 Any additional services requested at the time of need that are not included in Your Plan shall be paid directly to your nominated Funeral Director by your next of kin, such as obituary notices, flowers, additional limousines.

12.4 No refund is payable for services included in Your Plan that your next of kin chooses not to receive at the time of need.

## **13. VAT**

13.1 Your Plan does not currently include Value Added Tax (VAT) because it is not currently charged on the items/services included in the funeral Plans as described in Our Brochure. Some additional services may include VAT, according to the regulations set out by HMRC, and We will include such VAT on the cost of any additional items on Your Plan.

13.2 If the law changes and VAT becomes payable on some or all of Your Plan, that VAT will be payable as an additional charge by You or your next of kin before the Plan can be treated as fully paid.

## **14. General**

14.1 We may vary all or any of these Terms or on your Application Form at any time upon giving You seven days prior written notice if and when it becomes necessary or appropriate to do so in order for Us to comply with legal, fiscal or regulatory requirements.

14.2 Any information We hold about You and your next of kin will be used for the purposes of administering Your Plan. It may also be held on computer records. We will not normally give any personal information about You to any other party, but there may be circumstances where We need to do this. We may give information which We hold about You to:

14.2.1 funeral directors and people who are acting as Our agents or sub-contractors and on the understanding that it will be kept confidential;

14.2.2 if We are under a duty to disclose or share your personal information in order to comply with any legal obligation; and

14.2.3 other companies associated with Us and carefully selected third parties for marketing to You of the other products and services which We think may be of interest to You, where You have consented to receive such communications.

14.3 We are not liable for the acts or omissions of any funeral director appointed under the Plan unless We have been negligent in the appointment of that funeral director.

14.4 We have no further obligation to You or your next of kin beyond the obligations set out in these Terms or otherwise agreed by Us in writing.

14.5 You cannot assign your rights and obligations under the Agreement or Plan or these Terms.

14.6 The Agreement, the Plan and these Terms are subject to Scottish Law, and You and We agree to submit to the non-exclusive jurisdiction of the Scottish Courts.