

Funeral Plan Terms and Conditions

Important notice

You must read this document and accept the terms and conditions hereto. It sets out specific terms and conditions on which we agree to provide you with funeral plan products.

Who are we and what do we do?

Compare Funerals Sotomarket Oficina 14, Sotogrande San Roque. Cadiz 11310, CIF B72432206 is a separate entity from Compare Funerals Ltd, which is situated at 63 Fulford Close, Bideford, England, EX39 4DX, Registration – 12998055. However, both companies work very closely to ensure your funeral is fulfilled. Upon successfully purchasing a funeral plan from us, you will receive your plan agreement and pack. This will comprise of: Your Welcome letter, A copy of your Terms and Conditions, A Key Features Document outlining your plan's most key features, your Plan Certificate, your Cancellation Form. This plan is active as soon as the final instalment has been made.

What your plan covers

You will be covered by your funeral plan if you have met, or continue to meet, the following conditions:

You have paid for your plan in full and there are no outstanding charges.
You are paying for your plan monthly and have not missed any payments. A missed payment will mean that your plan is put on hold until such time that a financial arrangement can be agreed upon. While the plan is on hold, compare funerals is under no obligation to fulfil it. We will always work with you to come up with an amicable solution however, 6 missed payments in any one year will constitute an immediate cancellation of your plan. In the event of this happening, any money that you have paid to us will be refunded, minus a cancellation fee of €500.
Our commitment to reinstating your plan will coincide with the receipt of your next payment, be at our total discretion and may continue thus.

Your plan ensures that Nominated Funeral Director which we aim to do within 30km of your home residence. In the unlikely event the funeral home is further away than 50km we will contribute towards transport for the immediate family. We will cover their costs either towards burial or cremation at no further charge to you and as laid out in these terms and conditions depending on your chosen plan.



Key Features

The Direct Cremation Plan Includes:

1. Collection of deceased and conveyance to Funeral Home (This may not be local as there is no final viewing)
2. Supply of Coffin.
3. Preparation and care of deceased.
4. Registration of death and certification of all legal documentation.
5. Supply of Urns.
6. Delivery of Urn and associated paperwork to family (Death certificates cremation certificate, etc.)



The Terracotta Plan Includes:

1. Collection of deceased and conveyance to Funeral Home.
2. Supply of Coffin.
3. 4 days conservation fees. (depending on plan)
4. Preparation and care of deceased.
5. Meeting with family to attend to all necessary funeral arrangements.
6. Registration of death and certification of all legal documentation.
7. Private viewing of deceased Close family and friends
(Not Sala de Descanso or Sala De Velatorio)
8. Supply of Urn.
9. Delivery of Urn and associated paperwork to family
(Death certificates cremation certificate etc.)

The Granite Plan includes:

1. Collection of deceased and conveyance to Funeral Home.
2. Supply of Coffin.
3. 4 days conservation fees.
4. Preparation and care of deceased.
5. Meeting with family to attend to all necessary funeral arrangements.
6. Registration of death and certification of all legal documentation.
7. Private viewing of deceased (Not sala de velatorio).
8. Supply of Urn.
9. Delivery of Urn and associated paperwork to family
(Death certificates cremation certificate etc.)
10. Ceremony with Minister or Celebrant.
11. Floral tribute.

The Marble Plan Includes

1. Collection of the body in a hearse
2. Premium Bump Casket English or Spanish style
3. Attention to the family.
4. Documentation (death certificates etc)
5. Preparation and care of deceased.
6. Embalment
7. Meeting with family to attend to all necessary repatriation arrangements.
8. Registration of death and certification of all legal documentation required for repatriation.
9. Private viewing of deceased.
10. Provision of staff and hearse for conveyance to airport.
11. Local Health and Foreign Health, Consular documentation
12. Sealed Flight Bag.
13. Cost of Flights up to €1,200 in IVA/VAT)



Direct Cremation, Terracotta and Granite plans are transferable if the client passes away in the United Kingdom, Isle Mann, Channel Islands, Republic of Ireland or Portugal. It would be a like for like plan. If the client decides to permanently move to the UK or ROI, we may transfer the plan to a UK or ROI based Plan provider at no extra cost to the client.

Instant Accident Cover for payment plans

If a client is on a payment plan and passes away due to an accident after paying at least €500 and any payment plans are up to date. Compare Funerals will provide the client with an Unattended Direct Cremation irrelevant of what plan they have. If the client has a Terracotta or Granite plan, the family of the deceased can clear the remaining balance so that the original service is provided.

Accidental death must be sudden and out of the control of the deceased. Death must not be linked to any illness and clients must not put themselves in unnecessary danger such as but not limited to; Deep Sea diving, Sky Diving, Rock Climbing, or building work without suitable protection. The decision to provide the plan will be based on the coroners' findings, Compare Funerals must be sent a copy of said findings before we will provide the service.

Exclusions

Drug use or overdose
Suicide
Illness whether pre-existing or not
Extreme Sport
Homicide

(The above exclusions are solely for clients on payment plans who pass away before the plan is fully paid. There are no exclusion for clients fully paid or if the clients estate can make up the difference).



Unless otherwise agreed with yourself, in writing, either prior or post purchase, or unless stated in your plan's features, we are unable to cover any of the following:

- Burial Plot fees
- Headstones
- Recovery fee of body if it has been signed into the care of a funeral director not authorized by Compare Funerals
- The provision of a funeral on a weekend or public holiday or at any unusual hour outside the normal course of business
- Fees for an organist, special announcer, magician, musician, or other entertainer of any kind
- There may be extra fees if the family wish to use a funeral home not authorized by Compare Funerals.
- Fees for a funeral which is not a normal funeral service
- Any service where there are extra charges to pay to specifically use that venue
- Utility costs for a service (extra heaters and/or generators and/or gas), marquees, pop-up bars and/or novelty items or events
- Balloons and Decorations
- Changes to prices that may reflect any additional cost to us due to changes in local laws or regulations
- Any other service or facility which would not normally be included in a normal funeral
- Fees for a military gun salute, a military funeral, the hiring or purchasing of animals (including but not limited to doves and owls)
- Refunds for lost time or financial burden because of a late funeral or late proceedings

Procedure upon Death

Your family member or representative must contact 24-hour helpline on the plan certificate, we will then contact the Nominated Funeral Director. Upon commencing proceedings, our team will be notified by the Nominated Funeral Director and, having carried out the necessary security checks and confirmed that there is no balance outstanding on the account, will be able to arrange the funeral as set out in your terms and conditions. If there is any outstanding balance the family will have a choice; Clear the remaining balance or we will refund what has been paid minus cancellation fee.

When in the care of the Funeral Director.

Once Compare Funerals have been informed of a client passing away, we will instruct a funeral director to collect the deceased and place them under their care. The funeral directors should always have a translator available and should not ask for any funds from the client for services agreed with Compare Funerals. Upon collection of the deceased, the deceased is then in the care of the funeral director. The organization of the funeral is arranged by the funeral director. Any grievances concerning the arrangement of the funeral should be directed at the funeral director. Compare Funerals cannot be held responsible for any professional or administrative errors or mistakes by the funeral director.



Passing away in the UK or ROI

The procedure is the same by contacting the same emergency number. In the UK or ROI someone will need to register the death with the registrar. A Terracotta plan is equivalent to a Direct Cremation and the Granite plan is equivalent to a more traditional funeral with a service at the crematorium or burial plot.

In the United Kingdom there are 3rd party disbursements such as Dr's fees, cremation fees and minister fees. These will be included if the client was to pass away in the UK. Whilst on holiday. (Minister would not be used for a Direct Cremation).

If the client moves permanently to the UK we will transfer the plan to a UK based provider at no extra cost, it is important to note that, if we transfer the plan to a UK provider, we will do our utmost to ensure that the benefits are as close as possible but there may be subtle differences. (Such as registering the death). We will ensure that 3rd party costs are covered. The client will be able to speak to their new provider and if they are unhappy with the benefits, Compare Funerals will refund the client minus the cancellation fee. Upon acceptance of a new provider, Compare Funerals will cease to have a working relationship with the client.

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Caring for your Money

Compare Funerals will hold funds in a separate account with independent trustees. The trust is called Compare Funerals Purpose Trust which is regulated by the GFSC (equivalent to the FCA). All funds are to be paid directly to Compare Funerals who will hold internally until the cooling off period has elapsed. The funds will then be transferred to Compare Funerals Purpose trust. The funds are only accessible under certain criteria such as receipt of invoice and death cert from funeral director or cancellation writing from the client.

Your Payment agreement with Compare Funerals Ltd

By purchasing a funeral plan from us, you agree to be bound by our Terms and Conditions, including but not limited to your agreement to make payments to us on time.

Third-Party Costs: Inclusions, Exclusions and Procedure

All our plans, Guarantee Third-party costs including minister/celebrant, cremation fees and Dr's Fees both in Europe and UK included as standard which can be used to pay for costs that you may incur during arranging your funeral. Please read the following carefully to ensure that you are fully aware of what these allowances can be used for and how to claim back for them. For security and the prevention of Fraud, Compare Funerals policy is only to reimburse payments that are made with VAT/IVA registered companies and the vast majority of Funeral Directors have this status attached to them. Any additional costs due to the coroner being involved in a death will be funded by the estate of the Deceased.



Plan Transfer during Term

It is possible to transfer a plan to another individual whilst the Plan-holder is still alive if we have a letter of release signed by the original Plan-holder and their next of kin. No alterations can be made for the new Plan-holder and no financial rebate can be applied. The Letter of Release will be sent to the original Plan-holder and their next of kin upon acceptance of the application. Please note that the beneficial owner of the plan's benefits with regards to Compare Funerals' features, does not change.

Claims which occur before completion of your monthly payment option

Should the plan be called upon before your monthly payments are completed, we will attempt to clear the balance using the card on file. If this fails, we will contact the next of kin we have on file to clear any outstanding balance. If there is a delay beyond the agreed conservation period, we would need to charge €200 a day to cover additional conservation costs. If this is not possible, we will refund the monies already paid to your next of kin/nominated representative.. Please note, a fee of €500 fee will be applicable in this case.

We will not be able to refund any plan monies until we have sight of a death certificate. Please ensure that you send this to us by recorded or registered delivery as photocopies will not be accepted. You will receive your refund within 30 days of receipt. We will, of course, return all original documentation back to you by recorded or registered post.

Cash Settlement

Compare Funerals will settle all invoices directly with the funeral director except for verified and agreed Third-Party costs as outlined above.

Retrospective Settlement

Compare Funerals does not place any time constraints on retrospective settlement. We will authorize payment once satisfactory due diligence has been completed.

Special Requests

All special requests will be considered and will be subject to availability/suitability and the final decision will lay with the Nominated Funeral Director as to whether they are able to arrange the requested item(s)/service(s). If it is to do with the actual funeral service, the cost can be covered by allocated Third party Disbursements. If the costs exceed the Third-party costs for that service, you can either 1) cover the shortfall which may require payment upfront or an acknowledgment of liability from your next of kin or 2) upgrade to a higher specified Compare Funerals which would cover the required cost.



Complaints

We make every effort to excel in the service we provide. However, if you feel we have not met your expectations, please contact our Client Relations Department who will acknowledge your complaint within 7 working days and will do their utmost to ensure any issue is dealt with as quickly and efficiently as possible.

Our Client Relations Department can be contacted as follows:

- Address: Client Relations Department,
Compare Funerals Sotomarket Oficina 14, Puerto de Sotogrande, San Roque, Cadiz 11310
- Telephone: +34911436813
- Email: info@comparefuneral.org

Cancellation by you

- Notify us in writing by contacting: info@comparefuneral.org or
- Fill out the cancellation form that came with your Plan Documentation and returning it via recorded delivery, to us at:
Compare Funerals
Sotomarket Oficina 14
Puerto de Sotogrande, San Roque, Cadiz 11310

If you decide to cancel by email, please ensure that you let us have as much information as possible to avoid any potential delays. This will include the plan holder's date of birth, plan number (found within your plan documentation and in your welcome email) and any contact details necessary lest we need to verify any details with them.

If you decide to cancel within 14 days of receiving your pack, then Compare Funerals will refund your plan money in full without deduction of any fees. If you cancel after the 14-day period has lapsed, Compare Funerals will refund your money less a €500 administration charge.

All refunds will be made within 30 days and must be directly to the plan- holder or the plan holder's estate

If the amount paid to Compare Funerals is less than the administration/ cancellation charge upon cancellation, then you will be liable for settling the balance between yourself and Compare Funerals

If you decide to cancel and the amount that you have paid to us is less than our cancellation fee, then, we will not be able to issue you with a refund for any monies and will be under no obligation to fulfil your plan. Our cancellation fee is €500 in this instance

If you do not cancel the plan within the 14-day reflection period it will be implied you agree to all terms

Cancellation by Compare Funerals

We may cancel your plan if:

- You change your Nominated Funeral Director without informing us
- You breach the terms and conditions of your plan at any time during plan ownership
- We are unable to fulfil your plan for reasons beyond our control, the conditions for this being if Compare Funerals is declared bankrupt or enters voluntary liquidation. In this case, the trust is charged with ensuring all Plans remain operational and that all funerals are carried out as per the Plan Holder's original request with the Nominated Funeral Director.
- You have chosen to spread the cost of your payments and missed 6 installment payments to us. (This will result in a €500 cancellation fee)

If we do have to cancel the plan, we will inform you in writing and we will refund any money that you have paid. We will be under no further obligation to provide any services that have been outlined in your plan documentation. We will refund your money within 30 days of giving you notice.

Compare Funerals LTD



Director's Signatures



Cancellation Form

To cancel your plan, please fill in the below and send it back to us at:

Compare Funerals
Sotomarket Oficina 14
Puerto de Sotogrande, San Roque, Cadiz, 11310

Name:

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Plan Number:

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Address:

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Reason for Cancellation:

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