

Simplicity Cremations Funeral Plans terms and conditions

Simplicity Prepaid Funeral Plans

These **terms and conditions** apply to the Simplicity Cremation Funeral Plans brought on or after 1st November 2025. Please read through this document and all other documents that make up your funeral **plan**.

Introduction

We are Simplicity Cremations, which is a trading name for Dignity Funerals Limited. Registered office: 4 King Edwards Court, King Edwards Square, Sutton Coldfield, West Midlands B73 6AP. Company number: 00041598. Dignity Funerals Limited are authorised and regulated by the Financial Conduct Authority under registration number FRN 967130. You can check this on the Financial Services Register by visiting the FCA's website: <https://register.fca.org.uk/s/>

We are a provider of funeral plans, and we only offer our own funeral plans. Our funeral **plans** cover cremation services only.

You will not receive advice or a recommendation from us for funeral plans. We will ask some questions to help you understand what we offer.

You will then need to make your own choice about how to proceed.

References to "Simplicity Cremations" "we", "our" or "us" include ourselves and any person we transfer our rights and obligations under the **plan** to. Please see the section 'Our right to transfer the **plan**'

References to "you" and "your" means the person named as a **customer** on your **welcome letter** and includes anyone who takes over your legal rights and duties under the **plan**.

The words shown in bold print are defined in the definitions below. The definitions also sets out rules that apply when interpreting the terms of your **plan**.

Definitions

The following words in bold have special meanings in these **terms and conditions**, as follows.

When we say	We mean
Accidental death	Death of the covered individual as a result of bodily injury sustained by accidental, violent, external or visible means, which are the sole cause of death (meaning there is no other cause). This does not include: • Death caused by ingesting drugs (unless these were prescribed by a registered doctor in the UK and taken as prescribed); or • A coroner's verdict of accidental death, in circumstances where the death is not caused solely by accidental, violent, external or visible means, independently of any other cause.
Cancellation fee	The fee we charge in certain situations where the plan is cancelled. Our current fee (subject to cooling off period) is set out on your funeral plan summary .
Cooling off period	This is the period after purchasing your plan during which you can cancel it without any charges and receive a full refund without paying the cancellation fee . The length of this period depends on your payment method: if you paid in full, this period is 30 days; if you are paying by instalments, this period is 24 months.
Covered area	The area within which we can arrange for funeral services to be provided. This is mainland Great Britain (England, Scotland and Wales).
Covered individual	The person named in your welcome letter whose funeral is covered by the plan .
Customer	The individual who has entered into this funeral plan contract and named on the welcome letter .
Funeral plan summary	This document explains a summary of the key services that are and are not included in your plan , how you will pay for your plan and information on cancellation, making a complaint and your entitlement to compensation.
Nominated representative	The person nominated by you to be aware of your plan and how to contact us after the death of the covered individual . The nominated representative is named in the welcome letter .
Plan	The funeral plan we have agreed with you. This is made up of: • welcome letter; • the funeral plan summary; • the terms and conditions; and • any other document which you and we agree forms part of the plan and which we have advised you of in writing.

When we say	We mean
Purchase date	The date that you purchase your plan .
Welcome Letter	This document provides the names of all individuals named on the plan and a summary of the method of payment agreed.
Terms and conditions	These terms and conditions . We can amend the terms and conditions as explained in the section, "Making changes to the plan ".

About your plan

Your **plan** is made up of the following:

- **Welcome letter**
- The **funeral plan summary**
- The **terms and conditions**; and
- Any other document which you and we agree forms part of the **plan** and which we have advised you of in writing.

If there is any inconsistency between the **terms and conditions** and the **funeral plan summary**, the terms set out in the **funeral plan summary** will take precedence, to the extent of the inconsistency.

Who can buy a plan

Unless we tell you otherwise at the time you apply, the **plan** is available to any **customer** and **covered individual** who is aged 18 or over and a resident within the **covered area** at the time you apply.

Plans can only be purchased directly from us by telephone or online. They cannot be purchased in person or through any third-party intermediary.

What your plan does and doesn't include

Your **plan** covers a range of services. A summary of the key services specific to your **plan**, and what is included and is not included will be listed on the **funeral plan summary**. Other services may also be covered or subject to limitations. These are detailed within these **terms and conditions**.

If services not included in your chosen **plan** are required at the time of the funeral, then these will have to be paid for by some other means.

For avoidance of doubt, you are unable to add anything further to your **plan** once you have brought it.

Services covered by the plan

These features should be read in conjunction with those stated on your **funeral plan summary**.

- Support from our UK-based client service centre, to answer any questions you may have about your **plan** or the funeral service.
- Should you move home to anywhere within the **covered area** the **plan** will remain in place at no additional cost.

Services which are not included, or which are subject to limitations or other conditions

These should be read in conjunction with those stated on your **funeral plan summary**.

Please also note that your **plan** does not cover the following:

- Memorials.
- Scattering of ashes at a crematorium that is different to where the cremation took place.
- Scattering of ashes witnessed by family or friends.
- Providing a funeral outside the **covered area**.
- Providing a funeral not covered by your **plan**.
- Any additional costs as a result of changes in law, regulation, tax or funeral practice in the **covered area**, and which affect the conduct of the funeral. If this happens the section below 'If we change the cost of your **plan**' will apply.

How do I pay?

You can pay for the **plan** by either:

- Paying the full amount of the **plan** up front, in which case we will take payment before setting the **plan** up.
- Spreading the cost by 24 monthly instalments subject to an instalment fee.

If paying by monthly instalments you must pay the monthly instalments in full and on time, as set out in the section titled 'Details of your **plan**' on your **welcome letter**. We will tell you your payment date when you set up the **plan**. We will contact you if you miss a payment.

We have the right to end your **plan** if you miss the equivalent of two or more consecutive payments. See more details in the section, "Our right to end your **plan**".

You may have to pay other taxes or costs that are not imposed by us or paid through us.

If paying for the **plan** by instalments and the **covered individual** dies within the first 24 months from the **purchase date** as a result of **accidental death**, as long as payments are up to date, there won't be any more to pay and we will provide the funeral detailed on your **plan**. If payments are not up to date, we will still provide the funeral detailed on your **plan** if all missed payments are paid in full. Otherwise, if either payments are not brought up to date, or their death is not a result of **accidental death** then the personal representative will have a choice of a refund as per the "Cancellation" section or paying the outstanding balance on the **plan**.

Making changes to the plan

Once the **plan** has been set up, you or we can change the **plan** in the ways set out below.

Change of contact details

You must tell us as soon as possible if you or anyone named on the **plan** change address or any other contact details (such as telephone number or email address), and give us the new details in full.

If we change the services we agreed to provide

In exceptional circumstances, there may be

times when we have to suggest alternative arrangements to all or part of the services we have agreed to provide. We will discuss this with you or the person overseeing the funeral, and any changes will be made with your agreement.

If we are unable to provide all or part of the services because of circumstances outside our control (such as war, terrorism, civil disturbance, pandemic, epidemic, or restrictions imposed by national or local government), we will discuss reasonable alternatives with you or the person overseeing the funeral. These may include postponing or restricting the services or changing where the funeral is held.

We will take reasonable steps to ensure that any alternative arrangements do not result in additional cost but if this is unavoidable and you or the person overseeing the funeral agrees to the alternative arrangements, the additional cost will not be covered by the **plan** and will have to be paid for by other means.

If we are unable to provide part of the services for any other reason, we can propose an alternative of at least equal quality at no further charge.

If you or the person overseeing the funeral do not agree to the alternative arrangements in any of the situations explained above, we may cancel the **plan** as per the "Cancellation" section of these **terms and conditions**.

If we change the cost of your plan

We may have to change the cost of some or all of the services we provide under your **plan**. Normally in these circumstances, we will not change how much you have to pay under your **plan**. However, we can change the amount you have to pay under your **plan** if we reasonably have to make changes due to:

- Changes in taxation. For example, funeral services are not currently subject to VAT. If VAT is introduced and applies to funeral services, and if this affects your **plan**, we will have to charge this as part of the **plan**; or
- Changes in law or regulation – for example, if we have to take additional steps or provide services in order to comply with new legal or regulatory requirements.

If we have to change the cost of any services provided as part of the **plan** for any of the reasons above, we will make sure that the change

is proportionate and reflects our actual increase in costs. We will notify you of the change in the cost of your **plan** and how this affects your payments. If you are unhappy with the change, you can end your **plan** and we will issue a refund as per the “Cancellation” section of these **terms and conditions**.

Other changes

This section applies to changes that do not fall within any of the other sections set out above. We can change the terms of the **plan** at any time, as long as it is reasonable for us to do so in order to:

- Make them easier to understand or fairer to you;
- Reflect reasonable changes in our business or the technology we use, including if we merge with another organisation or transfer our rights and obligations under the **plan** to someone else;
- Take account of any relevant instructions, orders or guidance from a court, ombudsman or regulator.

We will tell you about these changes before they take effect.

How long does the plan last?

Your **plan** will continue indefinitely, until one of the following happens:

- You cancel it, as explained in the section, “Cancellation”;
- We bring the **plan** to an end, as explained in the section, “Our right to end your **plan**”; or
- The **covered individual** dies and we provide the services covered by the **plan**.

Cancellation

You have a right to cancel your **plan** at any time, without giving us any reason and request a refund, less any **cancellation fee**, unless within the **cooling off period**.

If you paid for your plan in full

If you have paid for your **plan** in full, you can cancel your **plan** within 30 days of buying your **Plan** and we'll give you a full refund.

If you cancel after 30 days for any reason, we'll charge a **cancellation fee** and refund you the balance of your payment.

If you paid for your plan in instalments

If you have paid for your **plan** in instalments you can cancel your **plan** without giving us a reason within 24 months of the start of the **plan** and we'll give you a full refund.

If you cancel after 24 months for any reason, we'll charge a **cancellation fee** and refund you any balance of payments made.

If you do decide to cancel the **plan**, you must notify us either, by telephone or by email (see “How to reach us”).

Any notification of cancellation should specify all of the following details: (i) the **plan** number; (ii) the full name and address of the **covered individual** (iii) the **covered individual's** date of birth; and (iv) a telephone number and/or email address for contact purposes should there be any issue with the cancellation. We might also ask you some other questions, for security.

Upon receiving your notice of cancellation, we will refund all the money paid less **cancellation fee** unless within **cooling off period**), within 30 calendar days of us receiving your notification.

For security reasons, if we have not heard from you for some time or we have attempted to contact you but our correspondence has been returned or marked as undeliverable, we may need to ask you to provide more information before we can process your request.

Refunds

If we refund any amount, we will attempt to pay this to the person(s) the payments were received from, via the same payment method(s) in which they were received.

Our right to end your plan

We have the right to end your **plan** if any of the following events occurs:

- We have asked you for information we reasonably need to meet our legal and regulatory obligations, or to enable us to provide the **plan**, and you do not provide this within a reasonable period;

- You die before the **covered individual** and no other individual has agreed to replace you on the **plan**;
- You miss the equivalent of two or more consecutive monthly payments, and you have not paid the amount outstanding within 10 working days of our request for payment;
- We discover that you knowingly provided incomplete, inaccurate or misleading information that we relied on when considering whether to provide your **plan**, and if we had received complete and accurate information, we either would not have offered you the **plan**, or we would have not offered it on the same terms;
- We discover or reasonably suspect fraud or some other criminal activity connected with your **plan**;
- If we cease to trade and we are unable to transfer your **plan** to another funeral **plan** provider; or
- We are instructed to end the **plan** by a court, ombudsman or regulator.

If we end your **plan**, we will issue a refund as per the “Cancellation” section of these **terms and conditions**, unless we are prohibited from doing so for legal reasons or due to instructions given to us by a court, regulator or law enforcement body or in the event of funeral **plan** provider failure (see “Our right to transfer the **plan**” section).

Reinstating a plan after it has been cancelled or ended

It is not possible to reinstate a **plan** once it has been cancelled or ended. We may however be able to agree a new **plan** with you based on your demands and needs at that time.

Your new **plan** may be more expensive due to changes in our pricing and/or changes in the cost of providing funeral services since the date your original **plan** was set up.

How to reach us

If you need to get in touch for any reason – to ask us a question, change or cancel your **plan**, you can:

Call us on: **0808 258 9755**

Email us at: **plan@simplicity.co.uk**

Write to us: **Dignity Funerals Limited,
4 King Edwards Court, King Edwards Square,
Sutton Coldfield, West Midlands B73 6AP**

How to complain

We pride ourselves on our service, so we hope you never have cause to complain. But if you ever do, we promise to take it seriously and respond quickly and fairly.

First, get in touch with our Complaints Resolutions team. You can reach them:

By phone: **0800 731 0655**

By email: **complaint.resolutions@simplicity.co.uk**

By post: **Dignity Funerals Limited,
4 King Edwards Court, King Edwards Square,
Sutton Coldfield, West Midlands B73 6AP**

They'll do their best to make things right. But if you're still not happy after that, you can take things further by complaining to the Financial Ombudsman Service.

You can reach them:

By phone: **0800 023 4567**

By email:
complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

In the unlikely event we are not able to meet its obligations and is unable to pay claims made against us, for instance in the event we stop trading or become insolvent, you (or your estate) may be entitled to compensation from the Financial Services Compensation Scheme. Your entitlement will be dependent on the circumstances of the claim. Further information can be found by contacting the Financial Services Compensation Scheme:

By phone: **0800 678 1100**

Online: **www.fscs.org.uk**

General terms

Our right to transfer the plan

This **plan** is personal to you and you cannot assign, transfer or make this **plan** the subject of any trust or security.

By entering into this agreement you confirm that we can assign and transfer all our rights and obligations under the **plan** to another person who we reasonably believe is able to perform our outstanding obligations under the **plan**. This includes in the unlikely event that our business fails and we need to transfer your **plan** to another funeral **plan** provider.

If we are unable to continue to provide your **plan** or transfer your **plan** to another funeral **plan** provider, your **plan** will be cancelled. We will write to you (or your next of kin if you have passed away) to notify you and to arrange a refund of the monies paid by you. How we refund monies is set out in the section above.

Enforcing our rights

If we do not enforce our rights under the **plan**, or delay in doing so, this will not restrict our ability to enforce those rights now or in the future.

Inheritance Tax (IHT) Considerations

We have appointed trustees to hold your funds in line with Financial Conduct Authority (FCA) rules. We and the trustees do not offer tax or legal advice, however large gifts or transfers into trust may have inheritance tax implications for you and also affect the inheritance tax position of the trust. We assume that you have not gifted property, being cash or any other assets, either outright or into a trust, within the last 7 years which exceeds £260,000 in value but you agree to notify us if you have done so. If you are unsure, please speak to a qualified tax or legal adviser.

Separate terms

Each term in your **plan** is separate from the others. This means that if one or more term becomes illegal or unenforceable, this will not affect the other terms. The other terms will apply as if the illegal or enforceable term had not been included in your **plan**.

Who can enforce the plan

No one other than the following people will have any rights under, or will be able to enforce the terms of your **plan**:

- You (or your personal representative(s))
- The **nominated representative** (but only where we have expressly said so)
- Us; and
- Any person we transfer our interest in your **plan** to.

Language

Your **plan** is in English and we will communicate with you in English. You must also communicate with us in English.

Law and jurisdiction

Your agreement with us under your **plan** is governed by English law. The courts of England and Wales will have jurisdiction in relation to any claims or disputes of any nature that arise under or in relation to the **plan**. If you are resident in Scotland or Northern Ireland, you can raise an action in your local courts.

The following rules of interpretation also apply:

1. Any reference to a “month” is to a calendar month and any reference to a “day” is to a calendar day, unless we say otherwise. A “working day” means any day from Monday to Friday but excluding bank holidays and public holidays in England and Wales.
2. The singular includes the plural and vice versa, and any reference to one gender includes all other genders.
3. Where we refer to any law, this includes any changes to that law, or any law which replaces it.
4. The headings used in the **terms and conditions** are for convenience only, and do not affect how the **terms and conditions** should be interpreted.
5. Where we use words like “includes”, “including” and “for example”, these are for illustration only and do not limit the meaning of the surrounding words.

Other important terms

Our registration number with the Information Commissioner's Office is Z6698248. We collect, store and use your personal information to provide and manage the relevant funeral service. For information on how we do this, see our privacy notice. If you'd like a paper copy of our privacy notice, just let us know.

You may supply information about another person or other people to us when you buy a funeral plan. You confirm that you have their permission to pass on their details, including any sensitive data to us and that they agree to us holding and processing their information and data. Data provided to us will be processed in accordance with our privacy policy.

Calls may be recorded for monitoring and training purposes. All calls made to 0800 and 0808 numbers are free of charge, whether made from a landline or mobile phone. Simplicity Cremations is a trading name for Dignity Funerals Limited. Dignity Funerals Limited is registered in England No. 00041598. VAT No. 486 6081 14. Registered office is: 4 King Edwards Court, King Edwards Square, Sutton Coldfield B73 6AP. Dignity Funerals Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 967130. To find out how we store and process your data, visit www.simplicity.co.uk/privacy-policy