



Open, honest and clear.

Transparently priced funeral plans from a regulated plan provider.

Peace of mind for you and your loved ones.

Open by name,
open by nature

A Word from our Founder...

My name is John Taplin and I am Managing Director and Co-Founder of Open Prepaid Funerals.

Open was born as an idea early in 2003 when my friend, David Bastock an Independent Family Funeral Director and I met up.

We found ourselves on the subject of prepaid funeral plans and

David was sharing his concerns and worries as an independent funeral

director about the products available to funeral directors and the families they

served at the time. He felt there must be a better way to deliver funeral plans, so we decided to set about doing just that, and co-founded Open Prepaid Funerals. Right from the outset there were two key drivers for us, to create a product that was transparent and trustworthy so that funeral directors and consumers could feel confident in the funeral plan they were purchasing.

By October 2003 Open launched and its first funeral plans were sold by independent funeral directors and to this day our ethos has remained the same. Transparency: we have always shown that our only income from the sum a plan holder pays is the plan administration fee, currently £285 per plan, with 100% of what the plan holder pays for their plan then being the starting value of the plan, no deductions. You can learn more about the wholesale price later in the brochure. Trust: we committed to creating a product that people could trust, we've achieved this by maintaining transparency and consistency and delivering on our original promises. We have been able to maintain this ethos under regulation and we look forward to serving clients across the UK for many years to come.

John Taplin



This brochure will help you consider which funeral plan might be right for you. Within it you will find information about funeral plans, how the Open process works and what options are available to you.

Whether you choose a standardised plan here, from our website or a more personalised plan arranged with one of our OPF Advisers, our team is here to help you so please don't hesitate to get in touch.

Just call 0330 660 0072

or email enquiries@openprepaidfunerals.co.uk

Why Open Prepaid Funerals?

Open have a reputation for honesty and transparency and excellent customer service. Since 2003 thousands of people have chosen Open Prepaid Funerals for their funeral planning needs.

We are now working in a regulated environment and Open has chosen to operate a business model where the funeral directors we work with are called Introducer Appointed Representatives (IARs). An IAR will introduce you to our team of trained Open Prepaid Funerals Advisers who will take you through the regulated process of taking out a prepaid funeral plan. This model ensures that you can be confident when purchasing an Open Prepaid Funeral Plan through our Adviser that you will be treated fairly and professionally.



Why prepay for your funeral?

There are certainly benefits to taking out a prepaid funeral plan. The primary one being that you'll be securing the funeral directors costs at today prices and guaranteeing that they'll be covered when the time comes.

Having a prepaid funeral plan in place offers protection to you and your family against rising funeral director service costs and helps your loved ones by reducing the stress and financial burden of arranging a future funeral. Don't forget though that third party costs are not currently guaranteed to be covered in the future.

Whether you're interested in taking a funeral plan out for financial reasons, emotional reasons or both, feel free to have a no obligation chat with one of our trained advisers.

How the process works

The Introducer Appointed Representative (IAR) model is a simple one. The funeral directors we work with are registered with Open as IARs. This means that if you've walked into your preferred Funeral Director they've probably handed this brochure to you! They're not authorised to sell you a funeral plan but they are authorised to introduce you to our fully trained and experienced adviser team here at Open. One of our advisers will discuss your requirements, provide you with a quotation and set up the plan should you wish to go ahead. Rest assured though this does not stop you maintaining your relationship and contact with your chosen Funeral Director. They're on hand to offer their expertise and guidance on how the funeral is conducted and ensure your personal preferences are met and to be there for your family when the time comes.

It's the best of both worlds, regulatory and payment security for you and Open, and compassionate expertise and input from the funeral director.

If you'd like to make an appointment to speak with an Open adviser then this can be arranged over the phone or via our website and your appointment can take place on the phone, online or in person; its up to you. If you haven't looked already, visit our website and look up your preferred funeral director.

(www.openprepaidfunerals.co.uk/prepaid-funeral-plans)

You'll be able to choose one of our standard set plans or we can arrange a bespoke plan for you.



The Open Prepaid Funerals Trust Fund

The Open Trust Fund is invested to achieve capital growth over the medium to long term (5 years +) in a diverse portfolio of assets including, but not limited to, equities, fixed interest, property and cash with a global geographical spread. The assets are managed by Quilter Cheviot and the performance of the Trust Fund is monitored continually and measured against standard industry benchmarks. The assets of the Trust Fund are independently audited annually, and an annual actuarial report is prepared by independent actuaries in line with the appropriate rules. The assets are held in a segregated account on behalf of the trustees, separate from the assets of Open Prepaid Funerals Limited.



Who we are

Open Prepaid Funerals Limited was formed in 2003 with the aim of providing a financially secure and ethical method of planning a future funeral by specialising in prepaid funeral plans.

What we do

Open Prepaid Funerals Limited are an authorised and regulated funeral plan provider working with independent funeral directors to ensure that your requirements are met, your needs are respected and you are confident your funeral will be thoroughly taken care of at the time of need.

We are committed to the provision of your funeral through, wherever possible, an independent funeral director. The Open Prepaid Funerals Trust deed has been written to meet the necessary requirements under regulation thereby offering you confidence in choosing Open. It does this by ensuring that not only is your money safely managed by an independent board of trustees but that Open Prepaid Funerals offer an easy to understand range of products and services. You can learn more about our trust fund, and board of trustees on the Open Prepaid Funerals website.

For more information about any of our prepaid funeral plans, get in touch with a member of our expert team today.

Why do Funeral Directors choose Open Prepaid Funerals?

For all but the largest funeral directors, funeral plans are an important but small part of their day-to-day activities, they are busy caring for families at their time of need. The funeral directors that choose Open do so because they trust our behaviour and ethos and they trust our team. They don't have the time for all that goes with being authorised to sell prepaid funeral plans so they rely on our experienced team.

Funeral directors have confidence in us because since our launch back in 2003, Open have only ever received the fixed admin fee from the plan holder, 100% of the remaining balance of the full plan price paid by the plan holder remains in the Open Prepaid Funerals Trust for the life of the plan. It's a simple, clear and morally correct business model, they trust in Open and so can you.

Peace of mind for you and your loved ones.

Transparently priced funeral plans from a Regulated Plan Provider.



How Open Funeral Plans are priced.

As a regulated funeral plan provider we are formally required to do something we have always done and supported, be transparent about how plans are priced. This is quite simple for us here at Open as we have a single fixed administration fee which is the same across all plans that we offer.

The full amount that you pay for a funeral plan from Open Prepaid Funerals Limited includes our administration fee of £285.00. The remaining balance, which is the amount that remains in the Open Prepaid Funerals Trust is the starting value of your plan and there are no further deductions, this is referred to as the wholesale price.

An example of an Open Plan broken down is as follows:

Funeral Director Costs.....	£2255.00
Contribution to Disbursements....	£1100.00
Wholesale Price.....	£3355.00
Plan Administration Fee.....	£285.00
Full Plan Price.....	£3640.00

The calculation is the same for any Open plan no matter the price or the funeral director services or third party costs. What you pay for your plan (excluding the administration fee) is all allocated to the value of your plan. Should you have any questions please don't hesitate to get in touch.

What Happens Next?

Once you've made an appointment with an Open adviser they will discuss your needs, and provide you with details on a suitable plan to meet those needs, including the financial aspects. There is no obligation or pressure to purchase but should you wish to proceed they will arrange for it to be put in place once you are completely satisfied.

Alternatively, if you do not wish to receive any guidance from an Open adviser you can create a personalised quotation on our website, at openprepaidfunerals.co.uk, and our friendly team will support you in processing your plan.

How it Works...

When you wish to purchase a funeral plan with Open Prepaid Funerals the below process will be actioned.

Your plan payment, or deposit (if an instalment plan), is put into the Open Prepaid Funerals Trust.

Your plan is formally created and set up on our system.

The nominated Funeral Director and Plan Holder is notified of the plan and that it has been processed.

We create your plan paperwork for you, your funeral director and a copy for your nominated representative (if you have one).

In the future at the time of need – your family or representative contacts the nominated funeral director. We will confirm the financial aspects with them in accordance with the terms and conditions and they will carry out your funeral.

Arrangement of the funeral takes place in accordance with your wishes.

Monies released from the Open Trust Fund and sent directly to the Funeral Director.

Frequently Asked Questions

What Is An Open Prepaid Funeral Plan?

An Open prepayment plan offers a facility for you to pay for your funeral in advance of needing it and thereby securing the funeral directors costs at today's price. You can rest assured that your funeral wishes will be fulfilled and that there will be no further payments in relation to the funeral director's own services. It's important to note, that although the funeral directors services detailed in your plan and your plan summary are guaranteed to be covered at the time of need, the third party costs, or disbursements, cannot be guaranteed to be covered as these costs are outside the control of either us or the funeral director. All sums paid by you for

your plan are professionally managed separately within the independent Open Trust Fund with the goal of exceeding inflationary increases. Investment returns are not guaranteed and investment returns fluctuate up and down from time to time.

Who can buy a funeral plan?

Anyone over the age of 18 can buy a funeral plan for themselves or someone else, but they are typically suitable for those aged over 40 or in poor health.

What do the plans include?

The standard Open plans and their prices are shown in the main brochure and on our website. The plan prices may vary around the country and from funeral director to funeral director to more accurately match their costs and service, and the locality in which they are based. This is to ensure you receive the most appropriate price for the plan and funeral director you choose. Our trained advisers can also help to create a bespoke plan made personally for you.

What don't the plans include?

Unless otherwise agreed and clearly stated in your plan, Open plans don't include burial plots, obituary notices, flowers, removal of pacemakers, out of hours collection or weekend services, repatriation costs or embalming. You can make a contribution towards these costs if you select a bespoke option with a Plan Advisor.

Can I personalise my plan?

The Open Plan is designed to be as personal to you as you wish; choose one of the standard plans and personalise that with your own preferences including readings, songs, hymns, flowers, donations to charity etc. or have a completely bespoke plan created between you and your Open Adviser.

Can I change my arrangements?

Yes you can, simply get in touch with us and we'll help you make the changes you want. There are no charges for plan changes that don't carry a cost implication.

How can I pay for my funeral plan?

There are a number of ways. You can pay securely by card, by cheque or bank transfer or you can pay over a number of months, interest free up to 12 months or up to 24 months by direct debit. Longer payment terms may be available in the future. A charge is made for instalment plan payments between 12 and 24 months which is equivalent to an APR of 4.9% however all of these additional charges are applied to the value of your plan and is not a way for Open to make profit.

What documents do I receive?

You will receive a folder from Open containing the following elements: Plan Summary, Open Terms & Conditions, What To Do At The Time of Need and a wallet friendly card with Open contact details. We can send duplicate copies to family or legal professionals at your request.

Can I cancel my plan?

You can cancel this plan at any time by following the guidance in the terms and conditions.

What are third party costs?

Third Party Costs, also known as Disbursements, are funeral related costs that the funeral director pays on your behalf for elements, such as; the crematorium cost, the doctor fee (when applicable), a minister or officiant to carry out the service, flowers, obituary notices and other external costs that may be required or included in the funeral. Unlike the funeral directors own services, if you make a contribution towards these costs in your funeral plan they are not fully guaranteed to be covered and your family or estate may have to make an additional contribution at the time of need.

Circumstantial Changes ...

What happens if I die while on holiday or away from home?

Your funeral director will arrange collection from anywhere in the UK, although a fee may apply. If you die abroad then repatriation costs will be incurred. Please check that your normal travel insurance policy covers this beforehand.

What happens if I move?

If you move we will endeavour to transfer your plan with a newly nominated funeral director local to your new residence. Should you wish to, we will keep you involved in this process.

What if I die before I have paid in full?

This depends on the circumstances of you passing, full details can be found in the terms and conditions.

What happens if my chosen funeral director can't do my funeral?

You can nominate a preferred FD or Open would approach other local independent funeral directors with a view to placing the plan with them in the same way it would if you were to move area.

* Full terms and conditions can be viewed at openprepaidfunerals.co.uk/terms or by request.

Terms and Conditions

What is this document?

This document, the Detailed Arrangements Document and the Funeral Plan Summary (the “Terms”) set out the terms and conditions on which we will provide your funeral plan (“Funeral Plan”). The Terms contain important information, such as our costs, how we are remunerated, your rights and how your personal data is stored.

Read these Terms carefully. If you have any questions about the Terms or would like to know more, please raise this with the person that has offered you the plan or our customer enquiries department, which can be contacted using the details below. If you do not agree with these Terms you must cancel them in accordance with the section headed “Cancellation” below.

Who are we and what do we do?

Open Prepaid Funerals Ltd (“we”, “us” or “our”) is a funeral plan provider.

You can contact us using the following contact points;

Post: Open Prepaid Funerals, The American Barns, Banbury Road, Warwick, CV35 0AE.

Tel: 0330 660 0072

Email: enquiries@openprepaidfunerals.co.uk

Web: www.openprepaidfunerals.co.uk

All communications between you and us will be in English.

We are authorised and regulated by the Financial Conduct Authority with firm registration number 962403

You can check this by looking on the Financial Services Register which can be accessed via their website <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority by telephone on 0800 111 6768 or at the following address; 12 Endeavour Square, London, E20 1JN.

What will we do?

1. We will explain the key features of the Funeral Plan and will complete a Demands and Needs Questionnaire so we can understand your circumstances and offer you a Funeral Plan.
2. We will provide you with a Funeral Plan Summary and Detailed Arrangements Document in writing. If there is anything missing in the Funeral Plan Summary or Detailed Arrangements Document, please let us know.
3. We will write to you if we become aware of a conflict of interest, for example where our interests or those of another client become conflicted with your interests and ask for your consent prior to proceeding with your instructions. Under the terms of our conflicts of interest

policy, where we cannot otherwise manage an identified conflict of interest, we may be unable to provide you with the services described above. We will inform you in writing should this situation arise.

4. As part of our regulatory requirements, we are required to verify your identity and retain your records both during and after the provision of our services to you. Where we use an electronic system to verify your identity, this will not affect your credit reference or your ability to obtain credit.

Definitions used in this document

“Accidental Death” means a single, unexpected, unforeseen and unintentional incident that is not a symptom of a disease or illness.

“Administration Fee” This is the fee charged by Open Prepaid Funerals for setting up the plan.

“Commencement” The day on which we confirm to you that we have agreed to provide you with a Funeral Plan.

“Covered Individual” The individual(s) identified in the Detailed Arrangements Document whose funeral is provided for in accordance with these Terms.

“Disbursements” means costs for goods and services which are not provided by your Nominated Funeral Directors. This includes, for example, a religious minister, a florist, a crematorium or cemetery operator.

“Fail” means the appointment of a liquidator, receiver, administrator, special administrator or trustee in bankruptcy, or any equivalent procedure in any relevant jurisdiction in relation to us.

“FCA” means the Financial Conduct Authority or any successor body.

“Funeral Arrangement Fees” means the costs set out in the **“Funeral Arrangements Services”** section below.

“Nominated Funeral Director” The funeral director or funeral home appointed in accordance with section headed **“Nominated Funeral Director”** in these Terms that will provide the funeral service in accordance with the Funeral Plan.

“Nominated Representative” The individual identified in the Purchase Agreement Form who you may choose to inform about the existence of the Funeral Plan.

“Redemption” / “Redeemed” The point at which a death certificate, or Certificate for Burial or Cremation (GRO21 in Northern Ireland) has been accepted by us.

“Trust” means the Open Prepaid Funeral Trust, the Trustees of which can be contacted at: Secretary to the Board of Trustees, Open Prepaid Funerals Trust, The American Barns, Banbury Road, Warwick, CV35 0AE.

“you” “your” The individual who has bought the Funeral Plan for the Covered Individual.

What does your Funeral Plan cover?

There are three elements to funeral plan costs:

Funeral Arrangement Services, Disbursements and an **Administration Fee** for setting up the plan.

Funeral Arrangement Services

Your Funeral Plan will guarantee the cost of Funeral Arrangement Services as set out below:

- Local (please see the Detailed Arrangements Document for any specified radius) collection of the deceased to your Nominated Funeral Director during normal working hours. Your Nominated Funeral Director will arrange collection if the plan holder dies elsewhere in the UK. A separate fee may be payable because the costs of collection will vary depending on the distance and availability of transport. Your Funeral Plan does not cover the cost of repatriation from outside the UK. Your Funeral Plan does not cover the costs of a funeral on a weekend, public holiday or bank holiday.
- The Funeral Plan Summary and Detailed Arrangements Document identifies the aspects of the Funeral Plan that you have purchased

Disbursements

A contribution can be made to disbursements which may include;

- Crematorium Fee: the cost of the cremation itself
- Officiants/Ministers Fee, to preside over the funeral service
- Church Fees, including Verger, room hire and heating
- Use of cemetery chapel (or equivalent) for the funeral service
- Organist or recorded music license
- Doctor’s Fee, the costs of a cremation medical certificate
- Purchase of an ashes plot (cremation)
- Interment of Ashes (cremation)
- Exclusive right of burial (burial)
- Contribution to or purchase of a new grave plot (burial)
- Contribution to or purchase of a new headstone or memorialisation (burial)
- Burial Fees; grave preparation and interment fees (typically grave digging, re-opening, burial and closing).
- Headstones/Memorials; removal, engraving (based on definitive number of characters determined at the time of application), refurbishment and refitting
- Obituary notices
- Floral tributes
- Orders of Service, Books of Condolence, Memorial Boards
- Specialist funeral vehicles
- Online Streaming Services
- Choir, bell ringers and other ancillary church fees
- Doves release, solo singers and musical artists

The contribution to disbursements does not guarantee to cover the cost at the time of need. We can only provide you with an estimate of the contribution that you need to make in order to pay the costs of the Disbursements at Redemption.

Costs

You must pay the total price set out in the Funeral Plan Summary (including a £285 administration fee) for arranging the Funeral Plan, which will be deducted from the amount paid into the Trust on Commencement.

Funeral services do not incur VAT at the date of the agreement. However, if VAT or any other form of tax becomes chargeable on a funeral service or part of it in the future, the person arranging your funeral must pay VAT (or equivalent tax) at the time of the funeral. Other taxes or costs may exist that are not paid through us or imposed by us.

If you choose to pay for your plan by instalments over 12 months or less, you will not be charged any interest. If you choose to pay for your plan by instalments over a period of between 12 months and 2 years, you will be charged interest at a rate equivalent to 4.9% per annum.

What are your payment options for your funeral plan?

- We accept direct payment by cheque, bank transfer, credit or debit cards.
- We do not accept cash.
- We will allow you to settle the cost of the plan in monthly instalments for a maximum term of two years by direct debit up to a maximum age of 90.
- If you choose to pay by instalments and you die within two years from Commencement by any other means than Accidental Death then we will return the instalments in full.
- If you choose to pay by instalments and you die of Accidental Death within two years from commencement then the plan will pay out the original plan value if all payments have been made to that point.
- If you do not make the payments, where there is a shortfall of 2 consecutive payments, Open Prepaid Funerals will write to you by post or email within 5 days of the second missed payment and provide a statement showing:
 1. The individual payments due; and
 2. The total amount of the payment shortfall; and
 3. You will be notified that unless the shortfall is settled in the next 10 working days, then the plan will be cancelled, and a refund of instalments will be paid.
- Full payment for the Funeral Plan must be made before the Covered Individual reaches the age of 90.

Where will your funeral plan payments be held?

Your payment for the **Funeral Arrangement Services** will be held on trust by the Trust.

A payment will be made out of the Trust to us for the cost of providing the funeral when it is provided. This payment will cover the cost of the funeral services set out in the plan regardless of the market rate for funeral services or the growth of the fund.

If the value of the sums held in respect of the Funeral Plan Arrangements in the Trust exceed the cost of the Funeral Arrangements Services at Redemption, the Trust will retain the surplus.

Your contribution towards **Disbursements** will also be held by the Trust. If the value of the contribution grows to more than the Disbursements at the time the payment is made, the Trust may retain the surplus. If the value of the contribution does not grow by the time the payment is made, the person arranging the funeral may receive no more than the original contribution.

What happens on Redemption and who will provide the funeral services?

Your plan will set out the Nominated Funeral Director who will provide the Funeral Arrangements Services. If you do not nominate a Funeral Director we will nominate one for you.

If your Nominated Funeral Director is not able to perform the funeral for reasons outside of our control, we will appoint an alternative funeral director at no additional administration charge. If the person arranging the funeral does not agree to any alternative, he or she can cancel the plan. We will refund your payments less the original administration fee of £285.

On confirmation of death of the Covered Individual, the Nominated Representative or Next of Kin should contact the nominated funeral director in the first instance. The purchase of this Funeral Plan does not confer on the purchaser the lawful right to arrange the funeral for the Covered Individual at Redemption and the person(s) who have that right may not choose to enact the Funeral Plan or carry out any Personal Requests.

In the event you change your address we may, but do not have to, agree to you appointing an alternative funeral director as your Nominated Funeral Director.

Can you or we transfer this funeral plan?

We may transfer, assign, sub-contract, charge or otherwise deal in any other manner with all or any of our rights or obligations under these Terms without your prior written consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms. These Terms are personal to you and you may not transfer, assign, sub-contract, charge or otherwise deal in any other manner with all or any of your rights or obligations.

HOW CAN YOU CANCEL / TERMINATE THIS PLAN?

1. You can cancel this plan at any time by contacting our customer enquiries department by post, email or telephone.
2. If you cancel your plan within 30 days of Commencement or within 7 days of initially nominating a Nominated Funeral Director, we will refund you in full.
3. If you cancel your plan at any time after 30 days of Commencement, we will refund your payment less the original administration fee of £285.
4. If you pay by instalment plan and cancel within the first 2 years of Commencement, we will return your instalments in full.
5. If you cancel an instalment plan after 2 years following Commencement you can either receive a refund less the administration fee of £285 or the plan can remain in place to take up or use towards funeral costs in the future at the time of need.
6. We will make any refund to you within 30 days of you providing us with notice of cancellation.
7. In all instances, you acknowledge that you lose your right to cancel once the Funeral Plan has been Redeemed. Where you cancel, you will withdraw from the Funeral Plan and these Terms will be terminated.

WHAT INFORMATION DO WE HOLD ABOUT YOU AND WHAT DO WE DO WITH IT UNDER DATA PROTECTION?

1. We will collect and store your personal and financial information which will be handled in accordance with the Data Protection Act 2018 as amended, extended, re-enacted or consolidated from time to time (including without limitation the implementation of the General Data Protection Regulation 2016/679/EC) (data protection legislation). For the purposes of data protection legislation, we are the data controller and we will process your Data in accordance with articles 6 (1)(b), 6 (1)(c) and 9 (2)(a) of the General Data Protection Regulation 2016. We will use your information to ensure proper performance of our

terms and conditions and to comply with our legal obligations when providing the services as further described below.

2. We will use your name, address, email address, contact number, date of birth and financial information ('personal information') to provide our services to you and verify your identity and this may require us to pass your personal information to, electronic verification providers, IT Software providers who store data on our behalf, auditors, actuaries, your nominated representative and the funeral director chosen to carry out your funeral.
3. We may be required to pass on your personal information to the Financial Conduct Authority (FCA), Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS) to help with an investigation or complaint or other authorities as required by law.
4. For further information, on how your personal information is used, including your rights to access the personal information, and who to contact if you have any queries, please see our Privacy Policy which is available at <http://www.openprepaidfunerals.co.uk/privacy-policy> or by contacting Privacy Officer, John Taplin on 0330 660 0072.

WHAT HAPPENS IF YOU HAVE A COMPLAINT?

If you are unhappy with the service you have received or a product we have arranged on your behalf, a copy of our complaints procedure, which sets out how we will handle your complaint and is available upon request or on our website at <https://www.openprepaidfunerals.co.uk/how-to-make-a-complaint>.

If you would like to make a complaint, please contact us either in writing to: **Complaints, Open Prepaid Funerals Limited, Suite K The American Barns, Banbury Road, Lighthorne, Warwick, CV35 0AE** or by e-mail: enquiries@openprepaidfunerals.co.uk or by telephone: **0330 660 0072**. Further information about the FOS is available from their website: www.financial-ombudsman.org.uk or by calling them on **0800 023 4567**.

If we are unable to settle your complaint or you are unhappy with our response, you may be able to refer it to the Financial Ombudsman Service (FOS).

Further information about the FOS is available from their website: www.financial-ombudsman.org.uk or by calling them on **0800 023 4567**.

WHAT HAPPENS IF WE FAIL?

By entering into these Terms you agree that, if we Fail, you give us your prior and informed consent for the transfer of our obligations to another firm that is authorised to provide funeral plans that is arranged by an insolvency practitioner appointed to us that will

result in the funeral plan contract being continued on the same terms as these Terms or where the transfer is arranged by the FSCS and is on terms corresponding in all material respects (so far as it appears to the FSCS to be reasonable in the circumstances) to these Terms. We do not require the consent of the Covered Individual in respect of the transfers set out in this clause.

Without prejudice to you or the Covered Individual asserting any rights against the Trust, you irrevocably appoint us, for the duration of these Terms, as your agent for the purposes of asserting any right or interest that you have in the Trust.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME?

Yes, we are covered by the FSCS. You may be entitled to compensation provided you meet the eligibility criteria if we are unable to meet our obligations.

Further information about the FSCS is available from their website: www.fscs.org.uk

OTHER IMPORTANT TERMS

1. In these Terms, words following "including" or "include" are not an exhaustive list, "writing" or "written" includes emails but not fax, reference to any laws, statutory provisions or regulatory rules are as amended or replaced from time to time, and a "business day" is a day other than a Saturday, Sunday or public holiday in England.
2. We are only responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with these Terms. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Terms was made, both we and you knew it might happen. We do not exclude or limit our liability to you where it would be unlawful to do so, such as liability for death or personal injury caused by our negligence or for fraud.
3. Neither we nor you will breach this Agreement or be liable for any delay or failure to perform any obligations if it is beyond that person's reasonable control, in which case the affected party shall be entitled to a reasonable extension of time, provided that it continues for 2 months, the party not affected may end this Agreement.
4. Even if we delay in enforcing these Terms, we can still enforce them later. If a court finds part of these Terms illegal, the rest will continue unaffected in full force and effect.
5. Should further work be required outside of these terms and conditions, a fresh terms and conditions will be issued, so that no misunderstanding can arise between us.

6. We may at any point prior to the time of need change the conditions of this contract due to circumstances beyond our control. We will provide you with reasonable notice of the change. If you do not agree with the change, you are free to terminate the plan. We will offer a refund of payments towards the plan paid in to the Trust, excluding the original administration fee.
7. These terms and conditions supersede all previous written terms and conditions between the parties in respect of the agreed services detailed in these terms and conditions and may not be modified except in writing, signed by both parties.
8. Third party rights under the Contracts (Rights of Third Parties) Act 1999 are excluded, which means that no other person (except the Nominated Representative) shall have any rights to enforce any of these Terms.
9. These terms and conditions shall be governed by English law and you and we can only bring legal proceedings in England or in the court of the country that you reside in if you reside in Wales, Scotland or Northern Ireland.
10. Any notice required by these Terms must be given by hand or sent by prepaid post. You must send any notice to us to the address or email address in the "Who are we and what do we do?" section above. We will contact you and provide notices to you by using the correspondence address and/or email address you have most recently provided us with written notice of. Any notice given by post, which is not returned to the sender as undelivered, shall be deemed to have been given on the third Working Day after the notice was posted. Notices by email shall be deemed to have been received on the next working day after the email was properly sent. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given. You should notify us if you change your correspondence address (which must be within the United Kingdom) or any other contact details you have provided to us.

Open by name, open by nature.

At Open we believe in keeping things simple, clear and transparent.

Our terms and conditions are written in plain English, if you have any questions please contact us.



HOW TO PAY

There are a number of ways to pay for your plan, these are shown below.

When making a payment of either the full plan amount or a deposit if paying by instalments, please use your plan reference given to you by the advisor.

Call 0330 660 0072 if you need to check your reference number.

By Bank Transfer

Account:
Open Prepaid Funerals Trust Fund
 Sort code: **30-00-03**
 Account no: **03072345**

Please use your plan number as the reference.

By Debit or Credit Card

Call the Open office on 0330 660 0072.

By Cheque

Payable to
 'Open Prepaid Funerals Trust Fund'
 using the Freepost OPEN PREPAID FUNERALS envelope/address (no other details needed).
 Please write your plan reference on the rear of the cheque.

Contact

Address

The American Barns
Banbury Road
Warwick
CV35 0AE

Telephone

0330 660 0072

Email

enquiries@openprepaidfunerals.co.uk

Website

www.openprepaidfunerals.co.uk



Established 2003

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