Westerleigh Funeral Plans

Prepaid Funeral Plans Terms and Conditions

Westerleigh Funeral Plans are provided by Distinct Funeral Plans Limited.

The Westerleigh Funeral Plan (the 'Plan') provides the services set out in the Plan so long as you make all of the payments in accordance with the detail set out in your Plan Schedule.

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Section 1 – Who provides Westerleigh Funeral Plans

"Westerleigh Funeral Plans" is a trading style of Distinct Funeral Plans Limited, which is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 965289. Registered in England No. 13366327. Registered office: Head Office Westerleigh Crematorium, Westerleigh Road, Westerleigh, Bristol, BS37 8QP. Part of Westerleigh Group. Westerleigh Group, are a crematoria and cemetery owner and operator across mainland Great Britain.

Section 2 - Who is the Westerleigh Funeral Plan for?

This product will meet your demands and needs if you:

- Want to arrange a cremation in advance of your death or the Covered Individual's death
- Would like a trusted independent funeral director to facilitate the funeral arrangements when required, locally to you
- Want to protect against rising funeral costs
- Don't want your family to worry about meeting funeral costs
- Have made no other arrangements for your funeral or the Covered Individual's funeral
- Are not receiving end-of-life care
- Are of sound mind and have the mental capacity to make this purchase or support from the person who helps you with purchases

If you do not agree with any of the statements above, this does not prevent you from buying a funeral plan from us today. However, if you are unsure of anything, please call us on 0808 304 3995.

Section 3 - What are these Terms and Conditions for?

These terms and conditions apply to funeral plans purchased from us from 1 September 2026.

They apply to you the Customer, who may not always be the person for whom the cremation is for. Their purpose is to define the obligations we have for the management and fulfilment of the funeral plan product you have purchased, and the obligation you hold as owner of the funeral plan in place. We do not give advice, but will give you the information you need, to make your own choice.

Section 4 - terms

4.1 Who can take out a plan?

The Plan is available to Customers who are aged 18 or over at the date of Application. The funeral covered by the Plan must be conducted in mainland Great Britain.

4.2 Our pricing

A summary of our what is and isn't included in our plans can be found in the Funeral Plan Summary. Prices of our plans can be found in the Independent Funeral Director Funeral Plan Price List, which is available before a plan is purchased.

Where you purchase a plan directly with Westerleigh Funeral Plans following an introduction by a funeral director, the Direct Cremation Plan and Funeral Service Plan are nationally priced. The Funeral Service Plus Plan is priced in conjunction with the Independent Funeral Director.

Where you purchase a plan directly with a funeral director authorised to sell Westerleigh Funerals Plans in their community, plan prices can vary.

The exact cost of your chosen Plan will be shown in your Funeral Plan Schedule after purchase.

4.3 Payment for the plan

You can choose to pay for your plan in one single payment or spread the cost over a term up to 12 months. If you pay for your plan over a term up to 12 months, you can settle the balance of your plan early. Please call us to do this.

The exact cost of your chosen Plan (taking account of any deposits received) is documented in your Funeral Plan Schedule that we will send to you after processing your Application for the Plan.

As the Customer, you are the owner of the plan, and the rights and benefits set out in the Agreement accrue to you and you are responsible for making payments to us in accordance with the Agreement.

If you have named a different person as the Covered Individual on the Application, the rights and benefits set out in the Agreement will nevertheless accrue to you and not to the Covered Individual.

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

Where we provide a contribution towards a service, at plan redemption, as long as payments are up to date, we will pay no less than that contribution payment to the Independent Funeral Director. The Funeral Plan Summary, sent to you after we have accepted your plan purchase, will list what is and isn't included in the plan.

4.4 How we care for your money

Money for the plan and any additional services you may add to it, is paid directly into the Trust. The Trust is completely separate and legally independent from Distinct Funeral Plans Limited. The funds for the funeral are only paid out from the trust after the funeral has taken place.

We are required to arrange and publish a Solvency Assessment Report on the Trust's performance at least once every 12 months. You can request a copy of the latest report at any time.

4.5 What happens if a payment is missed?

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

If we cancel your plan for missed instalment payments, we will refund to you any money paid to date less a cancellation fee of £275. We will be under no further obligation to provide the services set out in the Funeral Plan Summary. Once a plan is cancelled it cannot be restarted.

4.6 What happens if the Covered Individual passes away before all payments have been completed?

We will provide the service in accordance with the Agreement. However, you (if you are not also the Covered Individual) or the Nominated Representative will be responsible for paying the outstanding instalments due. The outstanding instalments must be paid in full before the funeral can take place.

4.7 Independent Funeral Director

No matter how you have purchased a Westerleigh Funeral Plan, an Independent Funeral Director will be allocated to provide the funeral services included within the Plan. This will usually be the funeral director who introduced you to us or arranged the Plan with you, unless they are no longer available or unable to provide the services required.

If the allocated Independent Funeral Director ceases trading or is unable to fulfil the Plan, we will allocate another funeral director from our network at no additional charge.

If, at any time after you have purchased a plan, you or your Nominated Representative wish to use a different funeral director, we will contact them to establish whether they are willing to provide the services included within the Plan. If their charges exceed the amounts available within the Plan, you or your Nominated Representative may be responsible for any additional costs. If you or your Nominated Representative do not agree to these costs, the plan will be cancelled and money returned, minus a cancellation fee of £275 if the plan has been in place more than 30 days. It is then, you or your Nominated Representative's responsibility to make alternative arrangements for a funeral.

4.8 Cremation or burial

Where a Westerleigh Group crematorium is used, the cost of a cremation is guaranteed. Where a non-Westerleigh Group crematorium is used, we will pay a contribution to the Independent Funeral Director to help cover the cost.

If a burial (only available with certain plan specifications) is selected, the contribution within the Plan cannot be used to purchase a burial plot. The contribution must be used towards services that the Independent Funeral Director would usually arrange on your behalf, such as cemetery fees for the opening and closing of an existing grave.

If you intend to use a non-Westerleigh crematorium or cemetery and would like a 30-minute service, you should first check that your preferred venue offers this.

The Funeral Plan Schedule will detail the value of any contribution included within the Plan. Any costs above the contribution amount will be payable by you or your Nominated Representative. If the contribution exceeds the cost of the service, the balance may be used towards additional funeral director services or refunded.

4.9 Adding additional services

Money can be paid by you for additional services you may wish to include from the Independent Funeral Director's price list. Any money you pay as part of the plan will be held alongside the funeral plan funds in the trust and paid out when the funeral is required.

There are some additional services that you can pay for that are guaranteed for the price paid, and there are some that form a contribution towards the future cost only. If you would like to add additional services to your plan, we will confirm whether that service chosen is guaranteed for the price paid.

We want to honour the type of funeral you selected when the plan was arranged. Services that would fundamentally change the nature of the plan, such as adding a limousine to a direct cremation, cannot be added.

If you or your Nominated Representative ask for any services that are not included in your plan when it is needed, the Independent Funeral Director will discuss the options with you and agree any additional costs. Costs for these additional services must be paid directly to the Independent Funeral Director to arrange the execution of those additional services. We are not responsible or liable for any extra services or costs outside of what is included in your Plan.

4.10 Making a one-off contribution towards specific wishes

You can add extra money to your plan and we will keep this safe in our independent trust fund. This extra money can be used for services not listed on the Independent Funeral Director's price list, such as a memorial.

We will note, as a specific wish in the plan, what you would like the contribution to be used towards.

By adding extra money to your plan, you are contributing only towards the future cost of that specific wish. Any contribution made must be paid in a one-off payment and can be made at plan purchase or at any time after.

4.11 Change of Address

You must notify us at the address shown at the end of this document of any permanent change of address for you and the Covered Individual (if this is not also you).

If you move to an area that the allocated Independent Funeral Director does not serve, we will aim to reallocate your plan to another Independent Funeral Director in our network, and this may come with an additional charge based on the new Independent Funeral Director pricing list. If we are unable to allocate a different Independent Funeral Director, or you do not agree to any pricing changes, the plan will be cancelled and any money due returned.

4.12 How to cancel a plan

You can cancel your Plan at any time. Only you can request to cancel the plan, unless the plan is being cancelled in the event of it being discovered after your death.

If you decide to cancel, and we receive that request within 30 days of us accepting your plan purchase (our cooling off period), we will refund all the money you have paid and will do this within 28 days of us receiving notification of cancellation.

If we receive that request more than 30 days after we have accepted your plan purchase, we will refund all the money you have paid minus a fee of £275 and will do this within 28 days of us receiving notification of cancellation.

If the plan is found after your death or the death of the Covered Individual and a request for cancellation is received by us, we will request a copy of the death certificate and ask the person notifying us to complete an Indemnity Form. If this cancellation is within the above-mentioned cooling off period, we will refund all the money you have paid. If this is outside of the above-mentioned cooling off period, we will refund all the money you have paid minus a fee of £275.

Once a plan is cancelled it cannot be restarted, and we will be under no further obligation to provide the benefits set out in the Funeral Plan Summary. The plan is designed to cover funeral costs and is not an investment product, and we will not pay interest on money refunded.

If you wish to cancel your Plan, you can write to us, email us or telephone us:
Post: Westerleigh Funeral Plans, Oak Tree Court, Brookfield Drive, Cannock WS11 0JN
Telephone: 0808 304 3995
Email: info@westerleighfuneralplans.co.uk

4.13 VAT and legislative changes

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

4.14 Disclosure of fees

We are committed to being open and transparent about how your money is used.

Pricing may differ depending on whether you purchase your Plan following an introduction by a funeral director acting as an Introducer Appointed Representative (IAR), or directly from a funeral director acting as an Appointed Representative (AR) at their premises.

In all cases, £275 from your Plan price is retained by us to cover the costs of establishing, administering and managing your Plan throughout its lifetime, including regulatory, operational and trust management costs.

The remainder of the Plan price is paid into the Distinct Funeral Plans Trust to help meet the cost of providing the funeral benefits included within your Plan and to maintain the Trust's ongoing solvency and administration requirements.

A more detailed breakdown of these costs can be provided upon request.

4.15 Repatriation

The Plan does not cover the costs of Repatriation.

4.16 Transferring a plan

If your circumstances change, or the plan is found after the death of the Covered Individual, we may agree to transfer the services within the plan to a different Covered Individual. Please call us to discuss the options available.

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

4.17 Allocating two Covered Individuals

You may request that two Covered Individuals are added to one plan. When the plan is redeemed upon the passing of one Covered Individual, the plan will end. Another plan can be purchased to cover the second Covered Individual's funeral.

4.18 How to claim on the plan when the Covered Individual dies

You should provide us with the name of the person you would like to handle the Covered Individual's funeral arrangements. If you have purchased a plan for someone else and are not also the Covered Individual, you may nominate yourself to be the Nominated Representative. If at the point of purchase, you do not add a Nominated Representative, you can call us at any time to add a named person.

When the cremation is required, the Nominated Representative can visit or call the Independent Funeral Director allocated to perform the plan's services. We can also be contacted, at any time, 24 hours a day on 0808 304 3995.

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

4.19 How to make a complaint

We hope you won't ever need to complain about any aspect of the service you receive from us – but if you do, please phone us on 0808 304 3995, email info@westerleighfuneralplans.co.uk or write to us at Westerleigh Funeral Plans, Oak Tree Court, Brookfield Drive, Cannock, Staffordshire WS11 0JN. You can ask us for a copy of our complaint handling procedure.

If you're not satisfied with our response to your complaint, you can complain to:

Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR, (opening hours are: Monday to Friday - 8am to 8pm, Saturday - 9am to 1pm).

0800 023 4567

www.financial-ombudsman.org.uk

Complaining to the ombudsman will not affect your legal rights.

4.20 Financial Services Compensation Scheme

Westerleigh Funeral Plans is covered by the Financial Services Compensation Scheme (FSCS).

If we can't meet our obligations, you may be entitled to claim compensation from the scheme. The service is free to consumers. Further information is available from the FSCS:

FSCS: PO Box 300, Mitcheldean GL17 1DY

0800 678 1100

4.21 How we use your information

Our Privacy Policy sets out how we use your information, who we will share it with, and how we keep it private and safe. It also explains your rights. Our Privacy Policy can be viewed on the Distinct Funeral Plans Limited website at www.westerleighfuneralplans.co.uk or you can contact us by telephone or in writing for further details.

If you provide information to us about someone else, you must have their permission to do so and have told them about how we will use their personal information.

4.22 Communicating with you

If you have a preference for how you would like us to communicate with you over the life of your plan, please let us know. We want to ensure we always provide you with the best possible service. If happy to do so, you can provide details at any time of any special requirements we may need to consider when communicating with you. For example, if you are suffering from a severe or long term illness, or have a visual, speech or hearing impairment.

4.23 How to contact us

If you have any questions regarding the Plan, our contact details are:

Westerleigh Funeral Plans, Oak Tree Court, Brookfield Drive, Cannock, Staffordshire WS11 0JN

0808 304 3995

info@westerleighfuneralplans.co.uk

Section 5 - Definitons

5.1 Person types

"**Covered Individual**" means the person named in the Funeral Plan Schedule whose cremation is covered by this Plan;

"**Customer**" means the person named in the Funeral Plan Schedule, who pays for the plan, and who we deem to be the owner of the Plan;

"**Nominated Representative**" means the person nominated by the Customer to call us at the point the cremation of the Covered Individual is required.

5.2 Other definitions

"**Additional Services**" means services you add to the funeral plan that are either guaranteed for the price paid, or you pay a sum of money as a contribution towards the future cost, over and above the services in the package plans available;

"**Agreement**" means the written agreement between us made up of the Application (electronic, paper or voice recorded), the Funeral Plan Schedule, Funeral Plan Summary and these Terms and Conditions;

"**Application**" means the Application form you have completed and either returned by post, submitted online or completed over the telephone;

"**Funeral Plan Schedule**" means the schedule setting out the payment details of your Plan, which we will send to you once we have received and processed your Application for the Plan;

"**Independent Funeral Director**" means the funeral director we allocate to fulfil the plan's services when the Covered Individual passes away;

"**Instalment Payment**" means the payment you make for any plan taken out over a period of up to 12 months;

"**Plan**" means the Westerleigh Funeral Plan you have chosen, to which the Application
relates;

"**Plan Redemption**" means the point a Nominated Representative contacts the Independent Funeral Director or calls us or to advise that the Covered Individual has passed away and the plan services are now required;

"**Repatriation**" means the return of a deceased person to their own country; In these terms, the deceased will be brought into care only where the death occurs in Mainland Great Britain;

"**Trust**" means the Distinct Funeral Plans Trust;

"**We**" or "**Us**" or "**Our**" refer to Distinct Funeral Plans Limited trading as "Westerleigh Funeral Plans" and our details are set out in the "How to Contact Us" section of these terms and conditions; and

"**You**" or "**Your**" or "**Owner**" means the person applying for the Plan who we also refer to as the "Customer".