westerleigh
FUNERAL PLANS

Westerleigh Funeral Plans

Prepaid Funeral Plan 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 1st December 2025.

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 – Our 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

Our current pricing can be found on the Funeral Plan Summary and Independent Funeral Director Pricing which is visible before a plan is purchased.

The Direct Cremation Plan and Funeral Service Plan are nationally priced plans. The Funeral Service Plus Plan is regionally priced and builds on top of the price of a 60-minute Funeral Service Plan, using the Independent Funeral Director's pricing list for the additional guaranteed services included.

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

The funeral services included in the plan you have purchased will usually be carried out by an Independent Funeral Director appointed by us. Those Independent Funeral Directors may have introduced and promoted our plans to you as part of an introducer appointed representative or appointed representative arrangement.

We will notify you within 30 days of plan purchase, which Independent Funeral Director has been allocated to fulfil the plan's services.

If at any point, the allocated Independent Funeral Director is no longer trading, we will allocate the plan to another Independent Funeral Director within our network, at no further charge to you.

If at plan redemption, you or your Nominated Representative want to use a different Independent Funeral Director to that we have allocated, we will make contact to see if they will perform the services within the plan, for the fees set. If they do not agree, the plan will be cancelled and money returned, minus a cancellation fee of £275. It is then, you or your Nominated Representative's responsibility to arrange a funeral.

Please note that we do not pay any commission or any other remuneration to the Independent Funeral Director for the introduction and promotion of the plans. We pay the Independent Funeral Director only if they have been appointed by us to provide funeral services.

4.8 Cremation or burial

A Direct Cremation Plan provides for a cremation only; a burial cannot be chosen. 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.

A Funeral Service Plan provides for either a cremation or burial funeral. Where a Westerleigh Group crematorium is used, the cost of a cremation is guaranteed. Where a non Westerleigh crematorium is selected or you opt for a burial, we will pay a contribution to the Independent Funeral Director to help cover the cost.

If a burial is selected, the contribution within the plan cannot be used for purchasing a plot. The contribution must be used for services the Independent Funeral Director would usually manage on your behalf, such as paying a cemetery 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 we make in the plan. Any additional costs incurred will need to be paid by you or your Nominated Representative to the Independent Funeral Director. If the contribution exceeds the cost of the service, you or your Nominated Representative can use that money for other additional services provided by the Independent Funeral Director or a refund can be requested of the difference.

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.

No additional services can be added to a plan if it changes the premise of the plan. For example, a limousine cannot be added to a Direct Cremation Plan.

If any additional services are requested by you or your Nominated Representative, at point of plan redemption, that are not included in the Plan that has been purchased, the Independent Funeral Director will speak directly with you or your Nominated Representative to agree the 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 your death certificate and ask the person calling 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 to your estate. 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 honest about how we use the money you pay for your plan. Your money is distributed as follows:

		Funeral Service Plan		
	Direct Cremation Plan	**30-minute service**	**60-minute service**	**60-minute service plus**
Total Funeral Plan Cost	£1,999	£2,499	£2,999	From £3,800
Total cost to acquire and manage your Funeral Plan	£275	£275	£275	£275
This includes costs for managing the plan over the customer's life (average 12 years), our marketing and advertising costs and to make a small amount of profit.				
How much do we pay into the Distinct Funeral Plan Trust?	£1,724	£2,224	£2,724	From £3,525
This includes the amount we set aside to perform the cremation funeral, and to pay trust fund administration costs and maintain our regulatory solvency 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 E15 9SR, (opening hours are: Monday to Friday - 8am to 8pm, Saturday - 9am to 1pm).

0800 023 5567 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, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU (opening hours are: Monday to Friday - 8.30am to 6.00pm.

0800 678 1100 www.fscs.org.uk

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 – Definitions

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;

"Funeral Plan Summary" means the document you will have seen before taking out a plan which tells you what is and isn't included in each of the plans we offer. The version you will receive after plan purchase details only the plan you have chosen and forms part of this Agreement;

"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'.