



Plan Terms and Conditions

Effective from **22 December 2025**



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Memoria Funerals is a trading name of Memoria Funeral Plans Limited who are authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 965287. You can check this by contacting the FCA on **0800 111 6768** or by visiting the FCA's website.

Memoria Funeral Plans Limited is the funeral plan provider. At the time of need your funeral will be provided by Memoria Funerals. We are a funeral plan provider and therefore we only offer information about our own funeral plans. We are not a funeral plan intermediary.

1. Definitions

Business Charge:

The charge by **Memoria Funerals** to set up and administer the Funeral Plan. The Business Charge is already included in your agreed Funeral Plan price.

Covered Individual:

Means **the person(s) whom the Funeral Plan is for**. The Covered Individual may also be the Plan Purchaser, they may also be referred to as the Plan Holder.

Funeral Plan Summary:

A document which explains **what is and is not included in Your Funeral Plan**, how you will pay for Your Funeral Plan and information on cancelling Your Funeral Plan and making a complaint.

Insurance Provider:

The provider that your money is placed within an insurance policy with, chosen by **Memoria Funerals**.

Membership Pack:

The paperwork sent to you via email immediately (if an email address is provided) and followed by a paper copy within 14 days of the purchase of Your Funeral Plan.

Payment Method:

Means the way that you have chosen to pay for Your Funeral Plan.

Plan Purchaser:

Means **the person who is paying for the Funeral Plan** and is responsible for making all the payments due under the Payment Method. The Plan Purchaser may also be the Covered Individual.

Plan Start Date:

Means **the date that Your Funeral Plan commences**. Your Funeral Plan commences from the date of receipt of the plan documents.

Nominated Representative:

Means the **Covered Individual's chosen Nominated Representative**, or another Representative who has legally been appointed e.g. executor or trustee, etc.

Us/We/Our:

Means **Memoria Funerals**, a trading name of Memoria Funeral Plans Limited and will hereafter be referred to as **Memoria Funerals**.

You/Your:

Means the covered individual and their Nominated Representative (**Your**).

(Your) Funeral Plan:

Means the funeral plan that **You** have chosen.

2. Your Plan and these Terms and Conditions

Your Funeral Plan is an agreement between You and Us. The Agreement is made up of these Terms and Conditions, together with Your Funeral Plan statement and Your Funeral Plan Summary (incorporated by reference).

These Terms and Conditions apply to the Agreement to the exclusion of any other terms that You may wish to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

We reserve the right to amend Your Funeral Plan if we are required to do so by any applicable statutory or regulatory requirement.

3. Taking out a Funeral Plan

Funeral plans are provided for UK residents over 40 years of age. At the time that you redeem Your Funeral Plan you must be located in Great Britain. **Memoria Funerals** is unable to provide a funeral to those outside of the United Kingdom at the time of need.

Your Funeral Plan covers you for cremation in the UK only. If you die abroad, but wish to be repatriated back to the UK for cremation, your Nominated Representative or executors would need to make these arrangements. You should also be aware that there may be additional charges required to provide your cremation in such circumstances which are not included in your plan price.

Funds to cover Your funeral, minus the Business Charge, are placed with one of Our chosen insurance providers.

Details of Your provider can be found in Your Funeral Plan Summary.



Please note that for all whole of life policies, the provider will pay out the proceeds to **Memoria Funerals**.

By taking out a Funeral Plan, You are agreeing to buy Your Funeral Plan on these Terms and Conditions and are responsible for making all the payments due under the selected Payment Method. You have the rights and benefits set out in these Terms and Conditions, which will be passed to Your estate or Your Nominated Representative on Your death.

4. The Aim of the Plan

To provide a funeral for the covered individual upon death based on the Funeral Plan. The funeral will be arranged by **Memoria Funerals**.

5. What Your Funeral Plan Includes

The Funeral Plan includes the services described in Section 1 of Your Funeral Plan Summary.

The Plan Price includes the administration and processing Business Charge.

All of Our set plans include Our **Memoria Funerals** services and fees, for example, crematorium fees. All of these fees are fixed, which means Your family will not pay more for the services included in Your Funeral Plan Summary at the time of need. If certain elements of Your Funeral Plan are not available at the time of Your funeral, We will provide reasonable alternatives.

Your plan price includes the following Business Charge for Us to administer Your Plan:

Product Name	Business Charge
Direct Cremation	£652
Personal	£1,223
Celebration of Life	£1,162

We may also receive a commission from Our chosen life insurance provider. This will not affect the total sum assured invested in the whole life policy.

6. Payment Methods

Payment in Full: the money paid to **Memoria Funerals** for Your Funeral Plan will be used to purchase a whole of life insurance policy with Our chosen life insurance provider. You shall make payment either by single payment by credit or debit card, one-off direct debit, bank transfer or funeral finance option. **Memoria Funerals** will be the beneficiary of this policy upon Your death and use the funds to fulfil Your Funeral Plan. You must be aged between 40 and 99.

7. Funeral Safe

On request, **Memoria Funerals** will introduce You to **Funeral Safe Limited**, an FCA regulated funeral finance provider who offer a finance term of up to 5 years subject to status and personal circumstances. Customers who select this option are provided with Pre-Contract Credit Information, Adequate Explanations and a Credit Agreement directly by **Funeral Safe Limited**. Funeral Safe can be contacted on **0330 002 0875** or by visiting their website at: **funeralsafe.co.uk**. **Memoria Funerals** is a credit broker, not a lender.



Customers who select funeral finance may pay more than the price of the Funeral Plan, further information about the total amount payable is detailed in the Funeral Safe documentation.

8. What Your Funeral Plan Does Not Cover

The Funeral Plan does not include services described in Section 2 of Your Funeral Plan Summary.

Costs for other services or special requests, for example, a memorial, headstone, flowers and catering are not included in the Funeral Plan. You can make note of your wishes for these services, but we cannot take payment for such additional goods or services now. These additional goods or services would need to be paid for at the time of need.

If any other fees are required that are not included in Your Funeral Plan, they will need to be paid for separately at the time of need. These will be detailed on Your Funeral Plan Summary and can include but are not limited to, a larger coffin, or delivery of ashes.

9. Your Funeral Plan Documents

We will send your **Membership Pack** by email within 48 hours of taking out Your Funeral Plan and a paper copy, within 14 days of Your Plan purchase date. You should keep these documents in a safe place and let Your family or Representative know where they are kept.

10. What to do at the Time of Need



Our friendly and supportive team are available 24 hours day, 7 days a week.

Please call Us on **0800 007 3620**.

Memoria Funerals shall use all reasonable endeavours to supply the Services at the time of need in accordance with the Funeral Plan. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

Memoria Funerals shall not be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from an event outside of **Memoria Funeral's** control. The time for performance of such obligations shall be extended accordingly.

11. Change of Address or Details



If You need to update Your details, please call Us on **0800 007 3620**, or email Us at info@memoriafunerals.co.uk.

Alternatively, you can write to Us at **Memoria Funerals**,
The Pool House, Bicester Road, Stratton Audley, Oxfordshire, OX27 9BS.

12. Limitation of Liability

References to liability include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

In any event, **Memoria Funeral's** total liability to You shall not exceed the amount paid by You at the date that you redeem your Funeral Plan against **Memoria Funerals**.

13. VAT

Most elements of the funeral service are currently value added tax (VAT) exempt. Your Funeral Plan will not include VAT as it is not currently charged on the items/ services included in Our set Funeral Plans. Some additional services may include VAT, according to the regulations set out by HM Customs and Revenue. We include VAT at its current rate on the cost of any additional services in Your Funeral Plan for which VAT is currently payable at the rate applicable at the Funeral Plan purchase date.

14. How we Hold Information about You or Your Nominated Representatives

The information we hold about You and Your Nominated Representative will be used for the purpose of administering Your Funeral Plan, for the purchase of the whole of life insurance policy from Our chosen life insurance provider.



For details of how We store and handle Your data please see Our Privacy Policy at www.memoriafunerals.co.uk.

15. General

This Agreement is personal to You and You may not assign or transfer the benefit of it to anyone. No variation of this Agreement shall be effective unless it is in writing and signed by both parties (You and Us).

A waiver of any right or remedy shall not be deemed a waiver of any subsequent right or remedy. Any delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

16. Complaints

If You would like to make a complaint, please email **complaints@memoriafunerals.co.uk**, or call Us on **0800 007 3620**.

Alternatively, You can write to Us at

Memoria Funerals,
The Pool House,
Bicester Road,
Stratton Audley,
Oxfordshire, OX27 9BS.

We will aim to resolve Your complaint as soon as possible. If further investigation is required, We will write to You to let you know.

If You are not happy with our proposed resolution, You can refer Your complaint to the Financial Ombudsman Service for free at **www.financial-ombudsman.org.uk** or by contacting them on **0800 023 4567**.



Please see Our complaints policy on **www.memoriafunerals.co.uk** for further information.

17. Cancelling Your Funeral Plan

You have the right to cancel Your Funeral Plan and to receive a full refund with no obligation **within 30 days of the Plan Start Date**.

If You cancel Your Funeral Plan after 30 days of the Plan Start Date, any monies paid, less than the cancellation fee of £95 will be refunded.

If following the death of the Covered Individual, the Nominated Representative or estate do not wish to use this plan, the plan will be cancelled and the monies paid, less the cancellation fee of £95 will be refunded. However, if we receive notification to cancel the plan after we have already started the process of arranging Your funeral, a refund may still be provided minus any costs incurred up until the point of cancellation.

18. Making changes to Your Funeral Plan

If You would like to make any changes to Your Funeral Plan, You can do so by contacting Us. If You would like to make changes to Your Funeral Plan, or change Your payment method, there may be related costs. You can change Your personal funeral wishes at any time.

19. Financial Services Compensation Scheme (FSCS)

If We are unable to meet Our liabilities, You or the covered individual may be entitled to compensation from the Financial Services Compensation Scheme. First, We will try to find replacement cover for Your Funeral Plan on a like for like contract with another regulated provider. If this is not possible the FSCS will protect covered individuals and will refund the covered individual the cost of a Funeral Plan at that time.



Further information about the limits applicable to the different product types is available from the FSCS at [fscs.org.uk/what-we-cover/funeral-plans/](https://www.fscs.org.uk/what-we-cover/funeral-plans/) or by contacting them on **08081 685685**.

20. Law

Law of Scotland applies if You reside in Scotland and the courts of Scotland shall have jurisdiction. Law of England and Wales applies if You live in England or Wales, and the courts of England and Wales shall have jurisdiction.

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