

Chapter 9

Product information

9.3 Post-contract information: funeral plan contracts

Application

- 9.3.1 **R** This section applies to a *funeral plan provider* in relation to:
- (1) the activities of *entering into a funeral plan contract and carrying out a funeral plan contract*;
 - (2) *new funeral plans and subsisting funeral plans*.

Post-contractual changes

- 9.3.2 **R**
- (1) Throughout the term of a *funeral plan*, a *firm* must provide a *customer* with information about any change to:
 - (a) the price of the *funeral plan*, unless the change conforms to a previously disclosed formula; and
 - (b) any term of the *funeral plan*, together with an explanation of any implications of the change where necessary.
 - (2) This information must be provided in writing or another *durable medium* in good time before the change takes effect or, if the change is at the *customer's* request, as soon as is practicable provided the *firm* explains the implications of the change before it takes effect.
- 9.3.3 **R** A *firm* must notify each *customer* and their nominated representative in good time about any material change to the information concerning potential *funeral plan provider failure* provided in the *funeral plan summary* or the *nominated representative document*, together with an explanation of any implications of the change where necessary. This information must be provided in writing or another *durable medium*.
- 9.3.4 **G**
- (1) When explaining the implications of a change, a *firm* should explain any changes to the benefits and significant or unusual exclusions arising from the change.
 - (2) *Firms* will need to consider whether post-contractual changes are compatible with the original *funeral plan*, in particular whether it reserves the right to vary the price of the *funeral plan*, charges or other terms. *Firms* also need to ensure that any terms which reserve the right to make variations are not themselves unfair under the *Unfair Terms Regulations* (for contracts entered into before 1 October 2015) or the *CRA*.

Nominated representative document

9.3.5 **G** The purpose of the rules relating to the *nominated representative document* is to ensure that a *customer's* nominated representative is aware of the *funeral plan contract*, its features and the procedure to be followed upon the *covered individual's* death.

9.3.6 **R** A *firm* must provide the *nominated representative document* to the *customer's* nominated representative within 5 *business days* of the date of conclusion of the *funeral plan contract*.

9.3.7 **R** ■ FPCOB 9.3.6R does not apply if:

- (1) the *customer* has expressly stated that they do not wish their nominated representative to be contacted; or
- (2) the *customer* is not the *covered individual* and the *customer* has confirmed that no nominated representative is to be appointed.

9.3.8 **G** For the purposes of ■ FPCOB 9.3.7R(1), 'expressly states' means that the *customer* has actively opted out of the nominated representative being contacted.

9.3.9 **R** In relation to *subsisting funeral plans*, a *firm* must consider whether the information provided to date to the *customer's* nominated representative is sufficient to achieve the purpose of this section, and if not, provide the *nominated representative document* to the *customer's* nominated representative as soon as reasonably practicable after [29 July 2022].

9.3.10 **R** The requirement to provide the *nominated representative document* in ■ FPCOB 9.3.9R only applies to *funeral plan contracts* where the *firm* already has the nominated representative's contact details and consent to contact the nominated representative.

Plan statement - requirement for funeral plan providers

9.3.11 **R**

- (1) A *firm* must provide the *customer* with a plan statement (■ FPCOB 9 Annex 3) regarding the *funeral plan contract* at least once every 3 years.
- (2) In relation to *subsisting funeral plans*, a *firm* must provide a *customer* with the first plan statement no later than 31 August 2023.