

Chapter 13

Cancellation



13.1 Application

13.1.1 **R** This chapter applies to a *firm* entering into a *funeral plan contract*.

		<div>13.2</div> <div>The right to cancel</div>
13.2.1	R	<p>A <i>customer</i> has a right within the longer of:</p> <div><div>(1) 30 <i>days</i>; or</div><div>(2) 7 <i>days</i> of being notified of the appointed funeral services provider (■ FPCOB 10.1.4R); or in the case of an <i>instalment payment funeral plan contract</i>, 30 <i>days</i> or the <i>moratorium period</i>, whichever is longer; or</div><div>(3) in the case of an <i>instalment payment funeral plan contract</i>, the <i>moratorium period</i>,</div></div> <p>to cancel the <i>funeral plan contract</i>, without giving any reason and without being required to pay any amount to do so.</p>
13.2.2	R	<p>The following events in relation to an <i>instalment payment funeral plan contract</i> must, for the purposes of this chapter, be taken to be a cancellation:</p> <div><div>(1) the death of the <i>covered individual</i> (other than as a result of an accident) within the <i>moratorium period</i>;</div><div>(2) the cancellation by the <i>firm</i>, having complied with the payment shortfall rules (■ FPCOB 2.3), of the <i>funeral plan</i> due to the <i>customer's</i> failure to settle a <i>payment shortfall</i>.</div></div>
13.2.3	R	<p>■ FPCOB 13.2.2R does not apply where the <i>customer</i> and <i>firm</i> have agreed that any party may pay sums outstanding under the <i>instalment payment funeral plan</i> and the <i>funeral plan</i> be redeemed.</p>
13.2.4	G	<p>A <i>firm</i> may provide longer or additional cancellation rights voluntarily, but if it does these should be on terms at least as favourable to the <i>customer</i> as those in this chapter, and any differences should be clearly explained.</p>
		<div>Exception to the right to cancel</div> <div></div>
13.2.5	R	<p>The right to cancel does not apply to a <i>funeral plan contract</i> under which a redemption request has been made or the funeral has been provided.</p>

13.2.6

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Start of the cancellation period

The cancellation period begins either:

- (1) from the *day* the *customer* is informed that the contract has been concluded; or
- (2) from the *day* on which the *customer* receives the contractual terms and conditions and any other pre-contractual information required under this sourcebook, if that is later than the date referred to above.

13.2.7

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Exercising a right to cancel

If a *customer* exercises the right to cancel:

- (1) they must notify this to the *firm* before the expiry of the relevant deadline;
- (2) a *firm* must enable a *customer* to make the notification via the same medium by which the *customer* purchased the *funeral plan contract*; and
- (3) the deadline shall be deemed to have been observed if the notification, if on paper or another *durable medium*, is dispatched before the deadline expires.

13.2.8

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A *firm* may provide additional methods by which the *customer* can make a notification of cancellation to the *firm*.



13.3 Effects of cancellation

Termination of contract

13.3.1 R By exercising the right to cancel, the *customer* withdraws from the *funeral plan contract* and the contract is terminated.

Firm’s obligation on cancellation

- 13.3.2 R
- (1) This *rule* applies where a *funeral plan contract* is:
 - (a) cancelled by the customer in accordance with ■ FPCOB 13.2.1R; or
 - (b) deemed cancelled by the *funeral plan provider* (■ FPCOB 13.2.2R) during the *moratorium period*.
 - (2) A *firm* must, without any undue delay and no later than within 30 *days*, return to a *customer* any sums it has received from them in accordance with the contract, except as specified in this section.
 - (3) This period shall begin from the *day* on which the *firm* receives the notification of cancellation.

