

## **DEED POLL FOR DIGNITY FUNERALS LIMITED'S ASSUMPTION OF OBLIGATIONS UNDER TRANSFERRED FUNERAL PLANS**

This deed is dated 6<sup>th</sup> July 2022

- (1) **DIGNITY FUNERALS LIMITED** incorporated and registered in England and Wales with company number 41598 whose registered office is at 4 King Edwards Court, Sutton Coldfield, West Midlands, B73 6AP (**Dignity**).

### **BACKGROUND**

- (A) Dignity shall be assuming contractual responsibility under a deed of novation for the delivery of pre-paid Funeral Services under the terms of funeral plan contracts originally entered into by Advance Planning Limited / Dignity Pre-Arrangement Limited / Dignity Securities Limited (the **Contracts**).
- (B) Following the novation of the Contracts, Dignity will act as the FCA regulated funeral plan provider in relation to the Plans going forward and shall be responsible for the delivery of all Regulated Funeral Plan Administration under the Contracts.
- (C) The purpose of this deed poll is to provide existing customers with a legally binding undertaking from Dignity that it will provide a funeral on equivalent or substantially similar terms to those which were set out under their original contracts pursuant to FPCOB 10.2.2R(2) of the FCA Handbook.

### **1. Interpretation**

- 1.1 The definitions set out under the terms of the Plan (**Rules**) apply in this deed (except where inconsistent with the following definitions set out in this deed.

**Customer** means a person who pre-arranged and pre-funded his or her funeral by purchasing a Plan from Advance Planning Limited / Dignity Pre-Arrangement Limited / Dignity Securities Limited and which will be the subject of transfer under the Novation Deed.

**FCA:** the Financial Conduct Authority.

**FCA Funeral Plan Provider:** the entity responsible for carrying out the Contract as provider pursuant to article 59(1A) of the RAO.

**Funeral Services:** the carrying out only the goods and services relating to a customer's funeral that are described in their Plan.

**Novation Deed:** the deed of novation which effects the transfer of contractual obligations under the Plans to Dignity.

**Plan** means any plan for the pre-arrangement and pre-funding of Funeral Services established by the Advance Planning Limited / Dignity Pre-Arrangement Limited / Dignity Securities Limited for that purpose (together, the **Plans**).

**RAO:** the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544).

**Regulated Funeral Plan Administration:** the carrying out and administration of the pre-paid funeral plan under the Contract for the purposes of article 59(1A) of the RAO.

## **2. Undertaking to customers**

- 2.1 Dignity hereby undertakes to provide Funeral Services to the respective Customer on equivalent or substantially similar terms to those which are set out in the respective Customer's original Contract.
- 2.2 Dignity acknowledges that, as a consequence of the undertaking provided in paragraph 2.1 of this deed and proposed novation of Contracts under the Novation Deed, Customers shall have the right to bring claims for any material failure to deliver the Funeral Services under the terms of the Contract against Dignity directly.

This document has been executed as a deed and is delivered and takes effect from 29<sup>th</sup> July 2022.