

Terms and Conditions of the Guardian Plan Prepaid Funeral Plan Contract

By entering into this Guardian Plan Contract (Contract) the Applicant is buying funeral goods and services as itemised (Services) from Memorial Guardian Plan Pty Limited (Guardian Plan) ABN 82 066 115 115. The services of any particular individual as funeral director supplying the Services is not guaranteed. This contract is a legal document the terms of which may be changed only if agreed by both Guardian and the Applicant.

The purchase money is invested in the Over 50s Guardian Prepaid Funeral Fund Number 6 (Investment) with the Over Fifty Guardian Friendly Society Limited (Over Fifty) ABN 81 087 649 063 Reply Paid 5471, Melbourne VIC 8060. This contract is accompanied by a disclosure document from Over Fifty (Disclosure Document) setting out contact details and information regarding the Investment.

The Applicant will assign the Investment to Guardian. The Services will be provided regardless of the level of earnings of the Investment.

1. Guardian will provide the Services to the estate of the Applicant, or if the Applicant has nominated in this contract a specified dependant, to the estate of the specified dependant.
2. If any Services itemised in this contract are not used, no refund or substitution of other goods and services for the amount purchased will be made.
3. There may be additional funeral related services required at the time of providing the Services that have not been included in this contract. These items could include, but are not limited to, cemetery costs, after hours transfer costs, statutory authority fees, memorial books/cards, transport beyond the local area (see below), additional mourning vehicles, limousines, audio visual services, remembrance web sites plus any specific funeral disbursement costs requested at the time of need but not included in this contract (such as press notices, clergy offerings, flowers etc). Any additional goods or services requested at the time of need but not included in this contract will be payable by the person ordering them at the time they are provided. Any new or increased statutory levies, rates or taxes relating to this contract or the Services will also be payable at the time they are provided.
4. This contract (unless it does not include an itemised funeral director service fee) includes transfer of the deceased from the place of death within a 70 kilometre radius of the nominated funeral director (Local Area) and supply of the necessary vehicles and staff at the funeral within the Local Area between 8.30am and 4.30pm Mondays to Fridays (public holidays excepted). Services provided outside these times may involve additional charges. If the deceased has moved residence to outside the Local Area, then the Local Area becomes the area within a 70 kilometre radius of the nearest Guardian accredited funeral director to the residence of the deceased. On request, Guardian will provide a list of accredited funeral directors.
5. If the Applicant has purchased a Travel Protection Plan and death occurs in mainland Australia or Tasmania, while the Applicant is temporarily absent from their usual place of residence, Guardian will transfer the deceased back to the Local Area at no extra charge. The method of transfer is at the discretion of Guardian. If the Applicant has not purchased the Travel Protection Plan, additional fees would be payable for this service.
6. If Guardian is unable to arrange the provision of the Services as itemised, Guardian will provide as near as possible, comparable Services. If equivalent Services are provided by a funeral director other than the nominated funeral director or a Guardian accredited funeral director, and Guardian was able to provide the Services, Guardian will not, unless required by law, pay any portion of the expenses for equivalent goods or services. In no circumstances will Guardian be required to pay more than the amount held with Over Fifty under this contract, less any withdrawal fees.
7. If your contract is not paid in full at time of signing, payment of instalments are as detailed in this contract and will be confirmed in your welcome letter from Over Fifty. Instalments are payable by automatic direct debit on 20th of each month. Where the cost of the Services is payable in instalments, the Applicant must pay all instalments on time. Guardian will not provide the Services until all instalments have been paid. If death occurs prior to receipt of all instalments (and payments have been made on time), Guardian will provide the Services if the shortfall is paid by the estate, or the Applicant as the case may be. Failing payment of the shortfall, Guardian may terminate this contract. If payments fall more than 90 days in arrears then this contract may immediately be terminated. If payments are resumed Guardian is not obliged to reinstate this contract at the same price.
8. If the business of Guardian is sold to another person before the Services are provided, Guardian will require the purchaser to honour this contract.
9. A management fee of 1.60% (from which 0.33% GST included is payable to Guardian for administration services) is charged as set out in the Disclosure Document. Guardian will place the moneys paid by the Applicant with Over Fifty after deducting GST and up to 10% of the Contract Amount.
10. The Applicant is entitled to cancel the Guardian Plan, by written notice to Guardian at Level 2, 40 Miller Street, North Sydney NSW 2060 or Locked Bag 8000, Crows Nest NSW 1585, (Telephone: (02) 9978 5200), within thirty (30) days of the date of the Over Fifty Policy Confirmation Letter (the Cooling Off Period) and have any money paid refunded. After the Cooling Off Period, the contract may not be cancelled or transferred by the Applicant or the Applicant's estate unless Guardian is unable or unwilling to provide the Services or the Director-General is satisfied that the Services (1) will not be supplied because Guardian ceases to carry on the business of providing these kind of services, or (2) were not supplied because the person who arranged for the Services to be carried out did not know of or had no reasonable means of ascertaining that the contract existed.