

Terms and Conditions of the Guardian Plan Prepaid Funeral Plan Contract



By entering into a Guardian Plan Contract (**Contract**) the Applicant is buying funeral goods and services as itemised (**Services**) from Memorial Guardian Plan Pty Limited ABN 82 066 115 115 (**Guardian Plan**) and agrees to the following terms and conditions.

These terms and conditions form a legally binding document. They may only be varied with the agreement of both Guardian Plan and the Applicant. The Applicant must pay Guardian Plan an amount for Services. Guardian Plan will deduct any GST payable and up to 10% of the contract amount from the moneys paid and will invest the balance in the Over Fifty Guardian Prepaid Funeral Fund Number 6 (**Investment**) with the Over Fifty Guardian Friendly Society Limited (**Over Fifty**) ABN 81 087 649 063 on your behalf. Immediately upon making the Investment, the Applicant must assign and transfer ownership of the Investment to Guardian Plan. These terms and conditions are accompanied by (a) the Guardian Prepaid Funeral Fund Product Disclosure Statement issued by the Over Fifty Guardian Friendly Society Limited (**Product Disclosure Document**) setting out contact details and information regarding the Investment; and (b) the Contract, including an itemised list of your chosen Services. The Services will be provided regardless of the level of earnings of the Investment.

1. Guardian Plan will provide the Services to the Applicant or Specified Beneficiary (as applicable).

NOTE — SELECTING A FUNERAL DIRECTOR

When you enter into this contract you will be required to select a particular funeral director to provide the funeral services. However, the funeral director you select is not guaranteed. If the funeral director you select does not provide the funeral services, an alternate funeral director will be selected in accordance with the contract.

2. If any Services itemised in the 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 the 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 the Contract (such as press notices, clergy offerings, flowers etc). Any additional goods or services requested at the

time of need but not included in the 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. The 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 for within the Local Area between 8.30am and 4.30pm Monday to Thursday (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 Plan accredited funeral director to the residence of the deceased. On request, Guardian Plan 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 Plan will transfer the deceased back to the Local Area at no extra charge. The method of transfer is at the discretion of Guardian Plan. If the Applicant has not purchased the Travel Protection Plan, additional fees would be payable for this service.
6. If Guardian Plan is unable to arrange the provision of Services as itemised, Guardian Plan 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 Plan accredited funeral director, and Guardian Plan was able to provide the Services, Guardian Plan will not, unless required by law, pay any portion of the expenses for equivalent goods or services. In no circumstances will Guardian Plan be required to pay more than the amount held with Over Fifty under this contract, less any withdrawal fees.
7. If the Contract is not paid in full at time of signing, payment of instalments are as detailed in the Contract and will be confirmed in your welcome letter from Over Fifty. Instalments are payable by automatic direct debit on 20th of each month or the next available business day. Where the cost of the Services is payable in instalments, the Applicant must pay all instalments on time. Guardian Plan 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 Plan 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 Plan may terminate the Contract. If payments fall more than 90 days in arrears, the Contract is deemed to be in default and Guardian Plan is not obliged to provide the Services. Guardian Plan may provide the Services at the then current prices. Any amount paid on the Contract to that time will be paid to Guardian Plan to meet such costs. If payments are resumed Guardian Plan is not obliged to reinstate this contract at the same price.
8. If Guardian Plan is sold before the Services are provided, Guardian Plan will require the purchaser to honour this contract.

9. Please be aware that the credit card surcharges may apply to payments. Credit VISA/Mastercard/AMEX – 1.04%; EFTPOS/Debit – 0.46%; Union Pay – N/A.

NOTE — COOLING-OFF PERIOD

When you enter into this contract you will receive a signed copy of the contract. You have the right to end the contract by giving written notice to the person with whom you entered into this contract within the period starting when you signed the contract and ending on the day that is 30 days after the day you receive a copy of the Over Fifty Policy Confirmation Letter. If you exercise this right you are entitled to the full repayment of any amount that you have paid under the contract (other than an administration fee charged by the funeral organiser under the contract for ending the contract in the cooling-off period). You should consider the taxation and social security implications of ending the contract.

10. The Applicant is entitled to cancel the Contract, by written notice to Guardian Plan at Level 6, 1 Homebush Bay Drive, Rhodes NSW 2138 or Locked Bag 3112, Rhodes NSW 2138, within thirty (30) days of the date of the Over Fifty Policy Confirmation Letter) and have any money paid refunded. After this period, the Contract may not be cancelled unless or otherwise required by law. Nothing in this contract limits, excludes or modifies any rights, remedies or guarantees that cannot be limited, excluded or modified under the Australian Consumer Law.

NOTE — Clients are advised to ensure that the recipient's next-of-kin and executor are aware of the existence of the pre-paid funeral contract.