

## APPLICATION TO OPEN A FUNERAL TRUST PLAN

(Funeral director: If only entering information online please print a copy of the personal details screen to show your client and attach to this form before scanning and uploading into the system)

APPLICANT INFORMATION			
Full name:			
<i>Rev / Prof / Dr / Mr / Mrs / Miss / Ms</i>			
Are you the main participant?	YES/NO	Is this a joint application?	YES / NO
Gender:	MALE / FEMALE /		
Date of birth:	DD / MM / YYYY	Birthplace:	
Ethnicity:			
Marital Status:			
Occupation/Profession:			
APPLICANT CONTACT DETAILS			
Home phone number:			
Mobile number:		Work phone number:	
Email: <i>* required</i>			
Address:			
PARTICIPANT INFORMATION (if other than the Applicant)			
Full name/s:			
<i>Rev / Prof / Dr / Mr / Mrs / Miss / Ms</i>			
Gender:	MALE / FEMALE		
Date of birth:	DD / MM / YYYY	Birthplace:	
Ethnicity:			
Marital Status:			
Occupation/Profession:			
ALTERNATE CONTACT			
Full name:			
Relationship:			
Contact number:		Email:	
Address:			

### Enquiries & Information

Information about The Funeral Trust is available through the website. Further information is available by contacting the administrator of the Trust.  
Free phone: 0800 332 693 | [www.thefuneraltrust.co.nz](http://www.thefuneraltrust.co.nz) | [info@thefuneraltrust.co.nz](mailto:info@thefuneraltrust.co.nz)

## PROOF OF IDENTITY AND ADDRESS

Under the Anti-Money Laundering and Countering of Terrorism Act 2009 Customer Due Diligence (CDD) is required for the Applicant, being the person who contributes funds AND the Participant, being the person, whose funeral will be funded (in whole or part). In most cases the Applicant and Participant will be the same person. If they are not, CDD is required for both parties.

Your funeral director will ask you to provide proof of identity and proof of address which they are required to copy and have verified. If you do not have an original document, you will need to bring in a certified copy (certified by a JP or similar within the last three months).

## PRIVACY STATEMENT

The Trustee of the Funeral Trust Limited, as trustee of The Funeral Trust will collect, use, store and disclose Personal Information (which is information about an identifiable individual person) for the purposes of processing an application for a Funeral Trust Plan, administering the plan, the Trust and making payment (together the Funeral Trust's services) in accordance with the Privacy Act 2020 and other applicable privacy law.

When an Applicant arranges a Funeral Trust Plan (which can include a Joint Participant Funeral Trust Plan), the Funeral Director will collect Personal Information about the Applicant and the Participant (being the person or persons for which the funeral is arranged). The Personal Information as requested on the Application Form is collected by the Funeral Director on behalf of the Funeral Trust.

If the Personal Information is not provided where requested, the Funeral Trust may not be able to provide the Funeral Trust Plan sought.

The Funeral Director will also use the Personal Information collected to provide their services including to pre-arrange and provide the funeral. The Funeral Director has obligations under the Privacy Act 2020 in connection with Personal Information they collect and use for their own purposes.

By arranging a Funeral Trust Plan through the Funeral Trust, the Applicant and Participant each must acknowledge and consent to the collection, use, storage and disclosure of Personal Information for the purpose of providing the Funeral Trust's services as set out in this statement.

This includes the communication of Personal Information about the Participant and the Applicant to each other, the executors, administrators and beneficiaries (together with their legal advisors) of the estate of the Participant.

Please don't hesitate to get in touch with us at [info@thefuneraltrust.co.nz](mailto:info@thefuneraltrust.co.nz) if you wish to access readily retrievable Personal Information held by us, or to request either deletion of or a correction to Personal Information.

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## ACKNOWLEDGEMENTS

In applying for a Funeral Trust Plan, I acknowledge and confirm that:

1. I am not a tax resident of any country other than New Zealand.
2. My Funeral Trust Plan will enable me to contribute towards the costs of:
  - (a) My funeral; or
  - (b) The person I nominate as the participant of The Funeral Trust Plan (the Participant); or
  - (c) My funeral and that of another Participant (Joint Participant).
3. The terms and conditions of my Funeral Trust Plan are set out in the trust deed establishing The Funeral Trust (previously called the Funeral Directors Association of New Zealand Incorporated's Prepaid Funeral Trust) dated 28 June 2010, as amended on 28 January 2016 (and as may be further amended from time to time) (Trust Deed) and this Application Form. I can request a full copy of the Trust Deed at any time.
4. I have read and accept the terms and conditions applicable to my Funeral Trust Plan as summarised in this application.
5. My Funeral Trust Plan will not be established until my application has been accepted by the Trustee together with my payment.
6. After acceptance, other than in the limited circumstances detailed in the Trust Deed I will not be able to request an early withdrawal of funds from my Funeral Trust Plan.
7. Payments made into my Funeral Trust Plan will be held on trust by the Trustee as a contribution towards my or the Participant's funeral costs, in accordance with the terms of the Trust Deed.
8. The Trustee will seek to maintain the purchasing power of payments made into my Funeral Trust Plan and may (at its complete discretion) make distributions from the Funeral Trust Fund, from time to time in order to do so. I acknowledge that this is not an investment product and no return is promised. I further acknowledge that I will not be entitled to receive any income or gain on monies paid into my Funeral Trust Plan and the real purchasing power of payments made may be eroded over time, for example as a result of the increasing costs of funerals.
9. I have received and read that Privacy Statement contained in this Application Form and I consent to information being provided as set out in that statement.
10. The information provided in this Application Form is correct and complete to the best of my knowledge and belief.

## SIGNATURE OF APPLICANT

Signature of Applicant/s:

Date: DD / MM / YYYY

## PRIVACY ACKNOWLEDGEMENT AND SIGNATURE OF PARTICIPANT (if other than the Applicant)

I have received and read the Privacy Statement contained in this Application Form and I consent to information being provided as set out in that statement.

Signature of Participant/s:

Date: DD / MM / YYYY

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## THE FUNERAL TRUST (the Fund) - SUMMARY OF TRUST DEED PROVISIONS

### Establishment of Funeral Trust

The Funeral Trust Plan you are seeking to establish is governed by the Fund's trust deed dated 24 June 2010, as amended on 28 January 2016. The Trustee of the Fund is The Trustee of the Funeral Trust Limited (the Trustee).

A Funeral Trust Plan is designed to enable you to contribute towards the cost of:

- Your own funeral expenses (in which case you will be the Applicant and Participant under the Funeral Trust); or
- The funeral expenses of a person you nominate (called the Participant); or
- The funeral expenses of you and another Participant (being a Joint Participant Funeral Trust Plan)

*(collectively referred to as "Your Funeral")*

### Contributions

Once you have decided how much you want to prepay towards Your Funeral, you can make one single payment, pay in automatic payment instalments or make ad hoc payments.

The Trustee may accept transfers from other prepaid funeral plans or trusts into your Funeral Trust Plan on such terms as the Trustee determines.

### Trust

The Trustee holds all payments received on trust for Your Funeral in accordance with the Trust Deed.

On receipt of proof of death of the person(s) Your Funeral has been arranged for, and a valid invoice for the costs of the funeral, the Trustee will pay this invoice from your Funeral Trust Plan to the Funeral Director. Any money remaining after the cost of the funeral has been met will be returned to the estate of the deceased. If the prepayment made to your Plan does not cover the cost of Your Funeral the Funeral Director will make arrangements with the family or estate of the deceased for payment of the balance.

If you have a Joint Participant Funeral Trust Plan, when the first one of you dies the prepaid amount will be used to make payment towards the cost of that funeral. If there are remaining funds, at the election of the surviving Joint Participant, these can be left in your Funeral Trust Plan to be used towards the survivor's funeral or returned to the deceased's estate at that time.

### Funds held

The Trustee may invest all or part of the funds held on trust on interest bearing deposit on call, or for any term with any New Zealand registered bank, or other suitable investment. The Trustee has no duty to diversify the investment of funds held.

While the Trustee will invest funds prudently, the Trustee has no responsibility for the capital growth or maintenance of the real value of funds received and will not be liable for any loss of money held or invested or any loss of the purchasing power of such funds.

The Trustee may credit a distribution to your Funeral Trust Plan from the Trust's retained earnings to account for increasing funeral costs over time. Any distribution is at the complete discretion of the Trustee and no distribution is promised.

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**No withdrawal**

You may not request a withdrawal from your Funeral Trust Plan unless the Trustee, in its sole discretion is satisfied that a Participant in your Funeral Trust Plan:

- has permanently emigrated from New Zealand; or
- is suffering, or likely to suffer, from significant financial hardship; and
- all information required by the Trustee in support of the withdrawal request has been provided.

**Fees and charges**

While under the Trust Deed the Trustee may charge your Funeral Trust Plan a reasonable fee for its services in respect of the management and administration of the Fund, no fee is charged.

The Trustee will deduct from the earnings on funds held in trust, such amounts as are reasonably required to meet the costs, charges and expenses of administration of the Fund, including taxation. Administration expenses are not fixed as they are dependent on the activity within the Fund.

**Trustee duties**

The Trustee has various duties, functions and powers under the Trust Deed and the Trusts Act 2019. The Trustee may adopt rules from time to time to give effect to its responsibilities and powers including in respect of fees, amounts payable on withdrawal, together with the allocation of any distribution. Please contact the Trustee for more detail.

The Fund is audited annually by an independent auditor, including an independent actuarial report.

**Indemnity**

The Trustee is not liable for any loss by the Fund other than loss attributed to its own dishonesty, wilful breach of trust, gross negligence, or dishonesty. The Trustee is indemnified by the Trust against all reasonable costs incurred in successfully defending any proceeding or claims as Trustee.

**Alterations to the Trust Deed**

The Trustee may amend the Trust Deed as long as the amendment will not alter the purpose of the Fund, or reduce, postpone or adversely affect available benefits, unless written consent is obtained from every person who has prepaid towards their funeral.

**Termination of the Fund**

The Trustee may determine a date for the Fund to be wound up at which time funds held in your Funeral Trust Plan will be paid to you, or as you otherwise directed. The Trustee may also resettle the Trust fund on a further trust, subject to compliance with the terms of the Trust Deed, including that this is in the best interests of Participants.

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