

Independent Way funeral plan

Key Features and Terms and Conditions

Key Features of the Independent Way funeral plan

The following information is designed to help you decide what services to include in your plan and which payment option is best for you. It contains information about what's included or not included within your plan, together with payment information. This should be read in conjunction with the terms and conditions on page 6.

What is the Independent Way funeral plan?

The Independent Way funeral plan allows you to pre-arrange, and pay for, the funeral director's services associated with your funeral.

Your chosen funeral director will carry out the services covered by your plan when they are required.

The funeral director's services you choose to include in your plan will determine the cost of your plan.

If selected by you, your plan can also include a provision for third party costs. These are costs for essential services such as cremation or burial, which aren't directly provided by the funeral director.

Who can buy an Independent Way funeral plan?

The plan is available to everyone normally residing in England, Wales, Scotland or Northern Ireland, regardless of age or state of health.

Are there any age restrictions?

If you choose the single payment or 12 monthly payment options, there are no age restrictions.

If you pay by the instalment payment option you must be aged 78 or under when we accept your plan. Restrictions apply to the period of time you can pay your plan over, dependent on your age when we accept your plan.

Typical services included in your plan

Funeral director services

These are the funeral director's own services for either a cremation or burial. The services you select are guaranteed to be covered by your Independent Way funeral plan. They typically include:

- Professional services and making arrangements for cremation or burial
- Transportation of the deceased from the place of death to the funeral director's premises, a chapel of rest or other suitable location

- Caring for the deceased and attending to the hygienic preparation necessary to allow viewing, if requested by family or friends
- Advice on the certification and registration of death and related documentation
- Provision of a hearse and other funeral vehicles
- Advice on bereavement counselling
- Provision of a coffin or casket
- All plans cover the transport of the deceased to the chosen funeral director if you die away from home whilst on holiday in mainland United Kingdom

Third party costs

These are the costs for essential, non-funeral director services required to carry out a cremation or burial, which need to be paid at the time of the funeral. These costs are outside the control of your funeral director but you can include a contribution towards them in your plan. They may include:

- Crematorium fee
- Minister or Officiant's fee
- Purchase of burial plot
- Cemetery fee; the opening of an existing or new grave for burial or interment of ashes
- Hire of church or other venue
- Fees of organist or soloist
- Memorial, such as a headstone, entry in a book of remembrance or planting of a tree
- Catering, floral tributes and newspaper announcements

If the amount you agree with your funeral director to include in your plan for third party costs does not fully cover these, then the additional sum will need to be paid at the time of your funeral by your family or estate.

What isn't covered by the plan?

Other charges

Extra charges for your funeral plan may apply when, for example:

- You move home and, due to an increase in their transportation costs, the funeral director may charge an additional amount
- You move home and a new funeral director is appointed who may require additional costs
- The funeral and/or the place from which the deceased is collected is more than 25 miles from your funeral director's premises
- You or your family choose a crematorium which is more than 15 miles from your funeral director's premises
- The duration of your funeral service at a local cemetery or crematorium is significantly longer than average or at a venue that has additional hire costs over and above the officiant's fee

It is important you keep your personal details up to date with Golden Charter. By notifying us of any changes, we can update your plan and notify you if there are any additional charges.

Dying outside of the UK

The plan does not cover repatriation back to the UK should you die overseas. We recommend that your travel or medical insurance includes cover for transportation back to a UK mainland port or airport.

How can I pay for my plan?

As the plan is tailored to your requirements, the cost of your plan will be presented to you by your funeral director at the time of purchase.

We have three different payment methods. All payment options include our 30-day money-back guarantee: If you're not completely satisfied with your plan, you can cancel within 30 days of receiving our written acceptance and we'll refund all payments made.

Single payment option

- You can pay with a single one-off payment and your payment will be paid to Golden Charter Limited. Your money will be transferred and held in the Golden Charter Trust after we deduct our arrangement fee
- Your plan will be in place once we have sent you your plan documents, usually within 30 days of us receiving your application
- If you wish to cancel after 30 days from receiving our written acceptance, we'll refund the payment you've made less our arrangement fee of £249

12 monthly payment option

- Pay a minimum deposit of £49 plus 12 monthly payments by Direct Debit to Golden Charter Limited. Your money will be transferred and held in the Golden Charter Trust after we deduct our arrangement fee
- Your plan benefits will be in place at the end of the payment term if all payments have been made
- If you die before all payments have been paid, the outstanding balance will be requested from your family or estate
- If you wish to cancel after 30 days from receiving our written acceptance, we'll refund the payment you've made less our arrangement fee of £249

Instalment payment option

- Your monthly payment depends on the term – the number of years you wish to spread the cost over
- There are restrictions on the maximum length of your payment term, depending on your age when we accept your plan
- There are no health restrictions and you must be aged 78 or under at the start date of your funeral plan
- The instalment payment option is payable by monthly Direct Debit to Golden Charter Limited over an agreed term of between two and 15 years. Your money will be transferred and held in the Golden Charter Trust after we deduct our arrangement fee
- You need to pay a minimum deposit of £49 and continue making monthly payments throughout the agreed term
- Your plan benefits will be in place once you have made 12 payments. This means that if you die after 12 months of paying for your plan and your payments are up to date, you will receive the full funeral benefits contained within your plan, even if you haven't completed the agreed payment term
- If you die as a result of an accident within the first 12 months of payment, you will also receive the full funeral benefits contained within your funeral plan with no further payment required
- If you wish to cancel within 12 months from receiving our written acceptance, we'll refund all the payments you've made
- If you wish to cancel after 12 months, we'll refund all the payments you've made less our arrangement fee of £249

- Paying by the instalment payment option will result in you paying more for your funeral plan than if you had chosen the single payment or 12 monthly payment options

For monthly payments and more information, please contact your funeral director or call us free on 0800 833 800.

Arrangement fee

As well as covering the delivery of your funeral as per the terms and conditions of your plan, your plan price includes a one-off £249 arrangement fee which Golden Charter retains as a contribution towards setting up your funeral plan.

What if the chosen funeral director can't perform my funeral?

If the funeral director can't perform your funeral we will select another funeral director to carry out your funeral arrangements as detailed in your plan.

What happens to my payments?

Your money will be transferred and held in the Golden Charter Trust after we deduct our arrangement fee.

The Golden Charter Trust is separate from us and is run by an independent Board of Trustees. Their role is to invest and administer funds received by it from Golden Charter Limited in order to pay funeral director's costs and third party costs under funeral plans. If you would like further information regarding the Trust, please contact us or visit www.goldenchartertrust.co.uk

What happens if Golden Charter can't provide the funeral I have chosen?

Your payments to us are covered by the Financial Services Compensation Scheme (FSCS) if we go into liquidation, administration or receivership or cannot fulfil your funeral plan. In such circumstances you may be entitled to compensation subject to FSCS limits (currently £85,000 per individual plan holder with some exceptions) or the FSCS may instead arrange for continuity of your plan through another authorised funeral plan provider as an alternative to compensation. Please refer to the FSCS website www.fscs.org.uk for further information.

Can I change my mind and stop the plan?

For all payment methods, if you cancel within 30 days of receiving our written acceptance we will refund the payment you have made.

If you choose to make a single payment or pay by 12 monthly payments and you cancel 30 days after receiving our written acceptance, you will receive a refund of payments made less our arrangement fee of £249.

If you are paying by the instalment payment option and cancel 30 days after receiving our written acceptance, but before you have made 12 payments, you will receive a refund of all payments made. If you cancel after you have made 12 payments, you will receive a refund of all payments made less our arrangement fee of £249.

Can I change my plan and my funeral arrangements?

You can make changes to your plan which don't incur additional costs, such as choice of music, at any time. It is possible for you to change to a different plan type or change the services included within your plan but there may be additional costs for you to pay. If you wish to discuss changes to your plan, please call us free on 0800 833 800.

What documents do you give me?

As a plan holder you'll receive personalised plan documents. These include a summary of your plan, your funeral director's details, your plan holder certificate and a personal membership card for you to carry in your purse or wallet.

Your appointed funeral director will also hold details of your plan.

If you have opted to have a nominated representative for your plan, they will receive a letter shortly after you have purchased your funeral plan. This will advise that you have put a plan in place and provide details of your appointed funeral director.

You will also receive a customer statement which will be sent to you every three years using your preferred method of contact.

How do I contact Golden Charter?

Call us free on: **0800 833 800**

Email us at: contact@goldencharter.co.uk

Write to us at:

Canniesburn Gate, 10 Canniesburn Drive, Bearsden, Glasgow G61 1BF

How do I make a complaint?

If you ever feel that our service doesn't meet your expectations, we follow a strict procedure for dealing with your complaint. We'll do our best to address the matter quickly and fairly.

In the first instance, please call our Customer Service Team free on 0800 833 800, write to us or email contact@goldencharter.co.uk

If we cannot resolve your complaint immediately, we will send you an acknowledgment letter within five working days. We will confirm at the same time that you will hear further from us within four weeks.

If you are not satisfied with our response, or we do not resolve your complaint within eight weeks, you may then take the matter further by contacting:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: **0800 023 4567** or **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Cancelling your plan

If you wish to cancel your Independent Way funeral plan, please call us free on **0800 833 800**.

Alternatively, you can email us at: contact@goldencharter.co.uk

Or complete the form below and return it to:

**Customer Service Team
Golden Charter
Canniesburn Gate
10 Canniesburn Drive
Bearsden
Glasgow
G61 1BF**

We recommend you obtain proof of postage.

Please cancel my Independent Way funeral plan

Name of customer

Address of customer

Postcode

Tel. number

Signature of customer

Reason for cancellation

Date



Terms and Conditions of the Independent Way funeral plan

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1 Definitions

We use the following definitions in your funeral plan and other related documents:

accidental death

This means a bodily injury sustained or caused by accidental, violent, external and visible means which solely and independently of any other cause results in death. Accidental death does not include:

- death caused by ingesting drugs, unless they were prescribed to you or the covered individual by a registered doctor in the United Kingdom; or
- a coroner or other judicial official's verdict of accidental death in circumstances other than where the death is caused by accidental, violent, external and visible means which solely and independently of any other cause results in death.

arrangement fee

This is our fee of £249 for providing the services detailed in your funeral plan.

authorised provider

This means another firm which has appropriate permission from the FCA to carry out funeral plan contracts as a provider.

business day

This is any day other than a Saturday or Sunday or any public or bank holiday.

covered individual

This is the person on whose death funeral services will be provided by your funeral plan; this may be you or a family member or friend nominated by you (see Section 8).

deposit

This is the first payment of at least £49 made by you if you are paying by the 12 monthly payment option or the instalment payment option.

estate

This is anyone legally authorised to act for you after your death. This term also covers anyone legally authorised to act for a covered individual if you choose to transfer your funeral service benefits (see Section 8).

FSCS

This means the Financial Services Compensation Scheme. Details can be found at www.fscs.org.uk.

funeral director arrangement fee

This is the selected funeral director's fee for arranging your funeral plan which is specified separately and agreed with you prior to you completing our application form. This is paid by you separately to the selected funeral director and is not part of the total cost of your funeral plan. Please refer to Section 3.9.

funeral director's costs

This is the selected funeral director's fees and costs for your funeral service. It does not include third party costs.

funeral director terms and conditions

These are the terms and conditions accepted by the selected funeral director for your funeral plan which include the guarantee.

funeral plan

These are the pre-paid funeral services offered by us and the terms on which they are to be provided as set out in (1) our brochure (2) our application form (3) the funeral plan summary and (4) the key features and terms and conditions booklet.

funeral services

These are all the services connected to your funeral (or another covered individual's funeral – see Section 8) which will be provided by us or the selected funeral director. The services are described in our brochure and the completed application form.

growth factor

The level of growth between the start date of the funeral plan and the date of your or the relevant covered individual's death (as applicable) which will be confirmed by us to your selected funeral director and reflects growth of the Trust.

guarantee

This is the guarantee given by the selected funeral director to provide your funeral services. It is included in the funeral director terms and conditions.

outstanding balance

This is the amount of money you still have to pay under your funeral plan at any point in time if you are paying by the 12 monthly payment option or the instalment payment option.

payment shortfall

This is the total amount of any instalments towards the total cost of your funeral plan that have become due but which remain unpaid if you are paying by the 12 monthly payment option or the instalment payment option.

plan representative

This is any person you name as your plan representative on your application form. Your plan representative may be the same person as someone you name as your nominated representative on the application form but does not need to be and has a different role which is further described in Section 10.5.

selected funeral director

This is the funeral director selected by you or by us to provide the funeral services.

set period

(1) If paying by the 12 monthly payment option this is the period of 12 months agreed with you over which you will make payments. (2) If paying by the instalment payment option this is the period of at least 24 months and up to 15 years as agreed with you over which you will make payments

start date

This is the date on which you receive our written acceptance of your application for a funeral plan. It is the date on which our contract with you begins.

third party costs

These are costs and fees that are paid by us or by the selected funeral director to other suppliers or professionals to carry out funeral services; this includes burial or cremation costs and payments to the person conducting your funeral service and covers anyone except us or the selected funeral director.

total cost

This is the total amount you will pay for your funeral plan (excluding any additional sums you have to pay as described in Section 3.6) as detailed in the funeral plan summary and in your plan documents.

Trust

The Golden Charter Trust which is further described in our brochure.

we/us

Golden Charter Limited (Reg. No. 2511598; registered office: One Fleet Place, London EC4M 7WS).

you

This is the person named on the funeral plan who we will provide with funeral services under the funeral plan.

We refer in various places to the possibility of you having to pay additional costs because of a change to your circumstances or to your funeral services. In your funeral plan summary we give some examples of changes to your circumstances which might cause additional cost. Please note that additional costs will only arise where you either choose to make a change or where your own personal circumstances change. You will not be asked to pay more than one funeral director arrangement fee. We will not make changes to your funeral plan and impose additional costs without your agreement.

2 The payment options available

- 2.1** There are 3 different ways to pay for your funeral plan:
 - 2.1.1** the single payment option where you make one payment as described in Section 4 – if you choose this option you can ignore Sections 5 and 6 of this document;
 - 2.1.3** the 12 monthly payment option where you pay a deposit and 12 monthly payments as described in Section 5 – if you choose this option you can ignore Sections 4 and 6 of this document; or
 - 2.1.3** the instalment payment option where you pay a deposit and monthly payments over 2 to 15 years as described in Section 6 – if you choose this option you can ignore Sections 4 and 5 of this document.
 - 2.2** Your cancellation rights are detailed in Sections 4.3, 5.6 or 6.5 depending on the payment option you have chosen. Other cancellation provisions are detailed in Section 10.
- ## 3 What is included and not included in your funeral plan
- 3.1** We agree to provide a funeral plan on the basis set out in these terms and conditions and in the other documents we refer to. Our contract is with you (whether or not you purchased the funeral plan), or any covered individual you nominate to receive the funeral services (see Section 8).
 - 3.2** We only provide funeral plans to people who live in England, Wales, Scotland or Northern Ireland.
 - 3.3** Your funeral plan covers: (1) all the funeral director's costs (see the key features document) except for additional costs described in Section 3.6; and (2) an allowance towards third party costs; third party costs may vary in certain areas and over time and are dealt with at section 3.6.2.

- 3.4** Unless you live in Northern Ireland (see Section 3.6.11), if you die while away from home within the mainland UK, your funeral plan will cover the cost of taking the body to the selected funeral director's premises.
- 3.5** Your funeral plan might not cover the full cost of your funeral services including all third party costs. Please read Section 3.6 below, which tells you about additional costs that your estate may need to pay.
- 3.6** You or your estate may have to pay additional sums to cover the following:
- 3.6.1** any additional costs arising because of a change to your circumstances or your funeral services;
- 3.6.2** any difference between the allowance included in your funeral plan for third party costs as adjusted to reflect the growth factor and the actual amount (if greater) of third party costs at the time of the funeral;
- 3.6.3** any fee payable to doctors or others for the issue of a cremation medical certificate or similar;
- 3.6.4** any additional costs because you nominate a covered individual or friend to receive the funeral services (see Section 8);
- 3.6.5** any additional costs because you ask for a change in selected funeral director (see Section 9.2);
- 3.6.6** any additional VAT due if HM Revenue & Customs rules change (see Section 10.8);
- 3.6.7** any sum due because the total cost has not been fully paid;
- 3.6.8** any additional costs incurred by the selected funeral director in relation to transport to and/or from (1) the place at which your funeral is carried out and/or (2) the place from which the body is collected, if these are more than 25 miles from the selected funeral director's premises. The exception to this is if you die away from home within the UK (see Section 3.4);
- 3.6.9** any additional costs incurred by the selected funeral director if you or your estate choose a crematorium which is more than 15 miles from the selected funeral director's premises or a non-standard service time which may vary depending on the crematorium;
- 3.6.10** any additional costs incurred by the selected funeral director if the time taken for the funeral is (at your own or your estate's request) significantly longer than average; and
- 3.6.11** any transport costs incurred if you die outside of the mainland UK or Northern Ireland bringing the body back to an airport or port in mainland UK or Northern Ireland. Your funeral plan will cover the cost of bringing the body from the relevant mainland UK or Northern Ireland airport or port to the selected funeral director's premises. Residents of Northern Ireland who die in mainland UK must also pay

additional costs for transport to a port or airport in Northern Ireland.

If upon your own, or another covered individual's death, further payments are due to us under your funeral plan we will inform your (or the other covered individual's) estate within 24 hours of receiving notification of the death of the following matters:

- that further payments are due to us under the funeral plan;
- the sums received under the funeral plan; and
- the amount of any shortfall.

Any sums due under this Section 3.6 must be paid before the funeral services are provided.

- 3.7** The price of your funeral plan covers only the specific funeral services described by us in our brochure and the completed application form. You will have to pay for any additional services or items.
- 3.8** We are authorised and regulated by the Financial Conduct Authority. (FRN: 965279).
- 3.9** Your selected funeral director may charge a funeral director arrangement fee. This is separate to and not part of the total cost of your funeral plan. The amount will be specified and agreed with you before you complete the application form. If applicable, it is paid by you directly to the selected funeral director and not to us. It is not refundable by the selected funeral director.
- 4** **Applies only where you have chosen the single payment option**
- 4.1** You must pay the total cost in a single payment to us. The total cost includes our arrangement fee that we will retain as a contribution towards setting up your funeral plan. The balance of the sums paid by you will be paid into the Trust and be used by the Trust to pay the selected funeral director and for other authorised purposes.
- 4.2** You must contact us and tell us about any change to your circumstances or your funeral services (including any change to your address or funeral requirements) as soon as reasonably possible. A change which is likely to have a big impact on cost may mean that we have to appoint a new selected funeral director. It may also mean that we will need you to pay additional sums. We will tell you if additional sums will be due. You must then pay any additional sums to us within 30 days of our request. If you do not do so, we will cancel your funeral plan and will refund the money you have paid less our arrangement fee of £249 which we will retain. The selected funeral director will keep any funeral director arrangement fee.
- 4.3** We will refund all the money you have paid to us if you cancel your funeral plan within 30 days of the start date. If you cancel after that 30 day period, we will refund all the money you have paid but retain our arrangement fee of £249.

This fee will be deducted from the money to be refunded to you. The selected funeral director will keep any funeral director arrangement fee.

5 **Applies only where you have chosen the 12 monthly payment option**

- 5.1** You must pay the total cost to us over an agreed set period of 12 months. You must pay the deposit and then pay us each month by direct debit. The total cost includes our arrangement fee that we will retain as a contribution towards setting up your funeral plan. The balance of the sums paid by you will be paid into the Trust and be used by the Trust to pay the selected funeral director and for other authorised purposes.
- 5.2** If you miss any payment, we will notify you as soon as possible. If you have missed two consecutive payments, we will as soon as possible and in any event within 5 business days of the second missed payment provide you with a statement of the individual payments due and the total amount of any payment shortfall. We will also let you know of the consequences and potential consequences under your funeral plan if the payment shortfall is not settled within 10 business days of us contacting you. We will allow payment shortfalls to be settled within 10 business days of the date we contact you without any fee or penalty. We will not impose any fee on you for incurring or correcting a payment shortfall.
- 5.3** You must contact us and tell us about any change to your circumstances or funeral services (including any change to your address or funeral requirements) as soon as reasonably possible. A change which is likely to have a big impact on cost may mean that we have to appoint a new selected funeral director. It may also mean that we will need you to pay additional sums. We will tell you if additional sums will be due. You must then pay any additional sums to us within 30 days of our request. If you do not do so, we will cancel your funeral plan and will refund the money you have paid less our arrangement fee of £249 which we will retain. The selected funeral director will keep any funeral director arrangement fee.
- 5.4** If, at the date of your death any payment is in arrears or any part of the total cost is still unpaid, we will only provide the funeral services if the outstanding balance is paid. If the outstanding balance is not paid, we will cancel the funeral plan and will refund the money you have paid less our arrangement fee of £249 which we will retain.
- 5.5** You can pay the outstanding balance at any point before the end of the set period.
- 5.6** We will refund all the money you have paid if you cancel your funeral plan within 30 days of the start date. If you cancel after that 30 day period, we will refund all the money you have

paid but retain our arrangement fee of £249. This fee will be deducted from the money to be refunded to you. The selected funeral director will keep any funeral director arrangement fee.

- 5.7** If you pay by the 12 monthly payment option you cannot later choose to pay by our instalment payment option.

6 **Applies only where you have chosen the instalment payment option**

- 6.1** You must pay the total cost to us in instalments over an agreed set period. We will agree the set period with you and will confirm this separately in your funeral plan documents. You must pay the deposit and then pay us the monthly instalments by direct debit. The total cost includes the following amounts that we will retain as a contribution towards setting up your funeral plan:
- 6.1.1** our arrangement fee; and
- 6.1.2** an instalment charge (which depends on the set period chosen by you) as detailed in your funeral plan summary.
- The total cost includes the cost of the arrangements we make to cover the circumstances set out in Sections 6.7 and 6.8. The balance of the sums paid by you will be (1) paid into the Trust and be used by the Trust to pay the selected funeral director and for other authorised purposes; and (2) paid towards the arrangements we will make to cover the cost to us of providing the full benefit of your funeral plan in the circumstances set out in Sections 6.7 and 6.8.
- 6.2** You must be aged 78 or under at the start date of your funeral plan and you must pay the total cost by your 80th birthday.
- 6.3** The minimum set period is 24 months. The maximum set period is the shorter of (1) 15 years and (2) the number of full years between your age on the start date of your funeral plan and 80 years. If the set period is longer than 24 months it must be a multiple of full years.
- 6.4** You must contact us and tell us about any change to your circumstances or funeral services (including any change to your address or funeral requirements) as soon as reasonably possible. A change which is likely to have a big impact on cost may mean that we have to appoint a new selected funeral director. It may also mean that we will need you to pay additional sums. We will tell you if additional sums will be due. If the cost of your funeral services increases, we will recalculate the level of your monthly payments. We will tell you your new monthly payment before confirming the change to your funeral plan. If you do not wish to pay instalments at the new level and you do not wish to cancel the change you have asked for, we will cancel your funeral plan and

- refund the money paid less our arrangement fee of £249 which we will retain (unless cancellation is within 12 months of your funeral plan start date when we will refund all the money you have paid). The selected funeral director will keep any funeral director arrangement fee.
- 6.5** We will refund all the money you have paid to us if you cancel your funeral plan within 12 months of your funeral plan start date. We will refund all the money you have paid less our arrangement fee of £249 which we will retain if you cancel your funeral plan after 12 months of your funeral plan start date. The selected funeral director will keep any funeral director arrangement fee.
- 6.6** If you die within 12 months of your funeral plan start date, from a cause other than accidental death, all money paid by you will be refunded to your estate, and your funeral plan, including the guarantee, will be cancelled. Neither us nor the selected funeral director will be obliged to provide any funeral services. Your estate may, if it chooses, use this money as a contribution to the cost of your funeral. Your estate will then have to make a separate payment to the selected funeral director to cover the outstanding balance and any costs not covered by your funeral plan at the time of the funeral.
- 6.7** If you die within 12 months of your funeral plan start date from accidental death, the full benefit of your funeral plan will be available as though the total cost had been paid in full unless we have cancelled your funeral plan before then because there is a payment shortfall. No further sums will be due by your estate other than sums due under Section 3.6.
- 6.8** If you die at any time after 12 months of your funeral plan start date, the full benefit of your funeral plan will be available as though the total cost had been paid in full unless we have cancelled your funeral plan before then because there is a payment shortfall. No further sums will be due by your estate other than sums due under Section 3.6.
- 6.9** You can pay the outstanding balance at any point before the end of the set period.
- 6.10** If you pay by the instalment payment option you cannot later choose to pay by our 12 monthly payment option.
- 6.11** If you miss any payment due by you, we will notify you as soon as possible. If you have missed two consecutive payments, we will as soon as possible and in any event within 5 business days of the second missed payment provide you with a statement of the individual payments due and the total amount of any payment shortfall. We will also let you know of the consequences and potential
- consequences under your funeral plan if the payment shortfall is not settled within 10 business days of us contacting you. We will allow payment shortfalls to be settled within 10 business days of the date we contact you without any fee or penalty. We will not impose any fee on you for incurring or correcting a payment shortfall.
- 7 Arrangements in case we fail**
- 7.1** This Section 7 applies in the unlikely event of any of the following situations occurring (whichever comes first):
- 7.1.1** we cease to be able to provide your funeral services upon your or a covered individual's death;
- 7.1.2** we no longer intend to provide your funeral services upon your or a covered individual's death; or
- 7.1.3** we are neither attempting nor will we attempt to transfer your funeral plan to another authorised provider.
- These situations may occur if we suffer an insolvency event such as entering into liquidation, administration or receivership.
- 7.2** In the circumstances detailed in Section 7.1, nothing in your funeral plan will limit our liability towards you or a covered individual or your or their estate to any payment in respect of your funeral plan to which you or they may be entitled.
- 7.3** If any of the circumstances detailed in Section 7.1 apply we will seek to transfer our responsibilities to you under your funeral plan to another authorised provider. We will seek to ensure that this will result in the funeral services being carried out by the other authorised provider on the same terms as would have been provided by us under your funeral plan. You consent to us making at any relevant time appropriate arrangements for the transfer of your funeral plan and/or our obligations to you under your funeral plan to an appropriate authorised provider as referred to above. A transfer envisaged by this Section 7.3 is not limited to a transfer to a particular authorised provider(s) and your consent to us making appropriate arrangements for transfer relates to transfers arranged by an insolvency practitioner appointed to us that will result in your funeral plan being carried out by another authorised provider on the same terms as you entered into with us or transfers arranged by the FSCS in securing continuity of your funeral plan on terms specified by the FSCS. No consent is required from any other covered individual.
- 7.4** If a transfer of your funeral plan or our obligations under your funeral plan to another authorised provider is not possible for any reason then we will instead make
- arrangements to ensure that the provisions of Section 7.5 will apply instead.
- 7.5** If any of the circumstances detailed in Section 7.1 above apply and a transfer of your funeral plan or our obligations under your funeral plan to another authorised provider is not possible, we will take all necessary steps to ensure that the sums retained by the Trust will continue to be available to pay for your funeral services or, as specified by you, the funeral services of another covered individual. Failing that, we will take all necessary steps to ensure that payment will be made by the Trust of a refund to you (or to another covered individual if specified by you).
- 7.6** You irrevocably appoint us, for the whole duration of your funeral plan, as an agent for the purposes of asserting any right or interest that you may have in the Trust (but without prejudice to the possibility of you or any covered individual asserting such rights or interests yourselves).
- 7.7** Your payments to us are covered to us by the FSCS. Further information about how the FSCS may protect you is included in your funeral plan summary.
- 8 Transfer of funeral services to another covered individual**
- 8.1** You can transfer the benefit of the funeral services to another covered individual who dies before you. Where you pay by the 12 monthly payment option or the instalment payment option you can only transfer the benefit of the funeral services if the total cost has been paid.
- 8.2** Any change of arrangements (for example, due to a change of address for the covered individual leading to increased transportation costs) for funeral services following such a transfer may mean that we have to appoint a new selected funeral director. It may also mean that we will need you to pay additional sums. We will contact you if additional sums will be due. You must pay these additional sums. If these additional sums are not paid, the transfer cannot go ahead. The funeral services will automatically stay with you in line with the arrangements originally agreed.
- 8.3** Your funeral plan provides funeral services for you or a covered individual.
- 8.4** If there is any dispute with covered individuals or friends under this section, the funeral services benefits of your funeral plan will stay with you. We will not be responsible for resolving any such dispute.
- 9 Selected funeral director and your funeral arrangements**
- 9.1 Appointment of selected funeral director**
We will appoint the selected funeral director as our subcontractor to provide the funeral services no later than 30 days of the start date
- of your funeral plan. The selected funeral director will provide the guarantee.
- 9.2 Change of selected funeral director**
You may contact us at any time prior to your death to request a different selected funeral director. We will use reasonable efforts to meet your request and will let you know if we are able to do so. You may have to pay an additional sum because of this change. We will notify you of this. You must pay these sums or we will cancel the funeral plan and refund the money paid less our arrangement fee of £249 which we will retain unless, if you are paying by the instalment payment option, Section 6.4 applies. We will have no liability to you if the change cannot reasonably be made. If it is not possible to appoint a different selected funeral director for any reason, or you do not pay any additional sums required, we will cancel your funeral plan and refund the money paid as described in Section 10.2.
- 9.3** We have the right to appoint a selected funeral director if (1) you do not appoint one, or (2) there is no selected funeral director appointed because of the operation of Section 9.2, or (3) there is any failure on the part of the selected funeral director appointed by you or by us (see Section 9.4).
- 9.4 Provision of funeral services**
We will make sure that the selected funeral director provides your funeral services in line with your funeral plan and to a satisfactory quality and standard. In the event of failure by the selected funeral director, an alternative selected funeral director, chosen by us, will provide the same funeral services at no additional cost. Failure could include the selected funeral director ceasing to trade or refusing to provide the funeral services to our satisfaction and/or in line with payment and other arrangements in place between us and the selected funeral director.
- 10A General cancellation provisions**
- 10.1** Your funeral plan cannot be cancelled after your death unless this is agreed with us. If any person wishes to have your funeral carried out by someone other than the selected funeral director, unless otherwise agreed by us, they must pay for such funeral arrangements themselves.
- 10.2** We may cancel your funeral plan where there is good reason and it is reasonable in the circumstances. Good reasons will include (but are not limited to) the following:
- 10.2.1** a conflict of interest arises;
- 10.2.2** you fail to provide us with adequate instructions;
- 10.2.3** you fail to pay sums which are due by you including, where relevant, after we have contacted you under and complied with Sections 5.2 or 6.11 where there is a payment

shortfall of at least 2 consecutive payments and you have failed to settle the payment shortfall in accordance with the statement we have provided to you.

If we cancel for such reasons we will write to you immediately to tell you. Without affecting your statutory rights, we will refund the money you have paid but retain our arrangement fee of £249 if we cancel after (1) the 30 day period referred to in Sections 4.3 and 5.6 (as applicable depending on whether you have chosen the single payment option or the 12 monthly payment option) or (2) the 12 month period referred to in Section 6.5 if you have chosen the instalment payment option. The selected funeral director will keep any funeral director arrangement fee.

10.3 In order to cancel our contract, you can contact us by any of the methods set out in Section 10.9. Your rights to cancel under Sections 4, 5, and 6 are more favourable to you than the cancellation rights given to you under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You therefore do not need to use the statutory cancellation rights available to you under these regulations. To exercise your right to cancel, you must inform us of your decision to cancel by a clear statement using any of the contact methods referred to in Section 10.9 (that is a phone call to us free on 0800 833 800, an email or a letter sent by post). If you cancel by post, we recommend you obtain proof of postage. You may use the cancellation form which can be found in our key features document for your funeral plan. You do not need to give us any reason for cancelling but you can do so if you wish. All your statutory rights are unaffected.

10.4 All refunds made by us will be paid (1) to the person who made the original payment to us and (2) in line with the original method of payment.

10B Other general provisions

10.5 Instructions

10.5.1 We will communicate with and follow instructions from either you or your plan representative on all matters relating to your funeral services. References to you will therefore include references to your plan representative (instead of you) where appropriate. If there is any inconsistency between instructions given by you (or any person legally authorised to deal with your affairs) and by your plan representative in relation to the funeral services, we will follow your instructions (or the instructions of any legally authorised person).

10.5.2 Data protection laws tell us how we must look after personal information and how information can be shared. This means that if

you nominate a covered individual to receive funeral services (see Section 8) we may not be able to provide information to you without that person's consent.

10.6 Acceptance

We will tell you if we have accepted or rejected the application within 30 days of receiving your completed application form. Your funeral plan does not become effective until we have told you that we have accepted your application.

10.7 Applicable Law

English law applies to your funeral plan unless you live in Scotland or Northern Ireland. If you live in Scotland, Scots law will apply. If you live in Northern Ireland, the law of Northern Ireland will apply.

10.8 Value Added Tax (VAT)

No VAT has been added to any of the sums payable for your funeral services. If VAT rules or HM Revenue & Customs' practice or interpretation of VAT rules change, we may add VAT to any relevant sum that does not already include it. This will then be payable by you or your estate.

10.9 Complaints

If you feel that our service does not meet your expectations, we follow a strict procedure for dealing with your complaint. We will do our best to address the matter quickly and fairly. In the first instance, please call our Customer Service Team free on 0800 833 800 or write to us at:

Customer Service Team
Golden Charter
Canniesburn Gate
10 Canniesburn Drive
Bearsden
Glasgow
G61 1BF

Or email us at contact@goldencharter.co.uk.

If we cannot resolve your complaint immediately we will send you an acknowledgement within five working days. We will confirm at the same time that you will hear further from us within four weeks. If you are not satisfied with our response or we do not resolve your complaint within eight weeks, you may then take the matter further by contacting:

The Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

10.10 Document Retention

We only keep the originals of your application form and any other documents completed and/or signed by you relating to your funeral plan and services for a short period after we accept your application. We will scan all original documents and keep these scanned copies and destroy the originals. You agree that we can rely on the scanned documents rather than the originals.

10.11 Financial crime

We must comply with legislation and regulations in relation to the prevention of money laundering and financial crime. We therefore need to undertake certain checks on all new customers, plan representatives and (if a different person) any individual who makes payment to us on your behalf before your funeral plan becomes effective. You agree

that we may verify identity and other information relating to a relevant individual against independent sources. We may be obliged to inform relevant authorities if we suspect that any person may be involved in criminal activity and in that event we would be prohibited from taking any further action without the authority's consent. If this happens we may not be able to inform you that a report has been made or the reasons for it. You agree that you will co-operate with us to enable us to comply with these obligations and that you will have no claim against us as a result of steps taken by us which we believe are necessary to comply with our legal obligations. If you or any other relevant individual do not co-operate with us we reserve the right to reject your application for your funeral plan and/or to cancel your funeral plan.

Funeral director

Terms and Conditions (2022)

1 Guarantee

The selected funeral director unconditionally and irrevocably guarantees to (1) carry out your funeral services under your funeral plan and (2) not charge you and/or your estate any additional sums for doing so unless permitted by Sections 3.3 and 3.6 of the funeral plan terms and conditions. The selected funeral director agrees that this guarantee will be enforceable against the selected funeral director by any and all of us, you and/or your estate.

2 Funeral services

Subject to Sections 3.3 and 3.6 of the funeral plan terms and conditions, the selected funeral director undertakes that it will carry out your funeral services in accordance with the funeral plan terms and conditions, in line with your funeral plan and to a satisfactory quality and standard. The selected funeral director will comply with such procedures as we may intimate to it from time to time. The selected funeral director will indemnify both us and the Trust from all costs, claims, liabilities, losses or expenses (whether from or due to you and/or your estate or any other person) arising from its failure to comply in any respect with these funeral director terms and conditions.

3 Payment

3.1 In consideration of the selected funeral director providing your funeral services, the selected funeral director will be entitled to payment from us as detailed in Sections 3.2.

3.2 Upon completion of your funeral services the selected funeral director will be entitled to payment from us and should invoice us for the sum we intimate for your funeral plan as at the date of your death. The level of that sum may depend on the selected funeral director's status with us at the relevant time and other factors. Invoices for the sum referred to in this Section 3.2 should be issued upon completion of your funeral services.

3.3 The selected funeral director will have no recourse against us or the Trust in the event that the total of the sums detailed in Sections 3.2 is lower than any indicative figure we have previously provided. The selected funeral director will have no recourse against you and/or your estate except to the limited extent detailed in Sections 3.3 and 3.6 of the funeral plan terms and conditions. The selected funeral director will only be entitled to obtain reimbursement for any third party costs where permitted under Section 3.6 of the funeral plan terms and conditions.

4 Change of funeral director

In the event of a change of selected funeral director, the existing selected funeral director agrees to co-operate fully with us and the new selected funeral director in the transfer of the funeral plan for your benefit and peace of mind. The existing selected funeral director also agrees that we may provide all information we regard appropriate regarding the funeral plan to the new selected funeral director.

5 Data protection

The selected funeral director undertakes to process your personal data (and that of any representative or other person whose data is obtained and held in connection with your funeral plan) only in accordance with: (1) our data protection and privacy policies as intimated by us from time to time (2) any data processing agreement entered into between us and the selected funeral director and (3) all applicable laws. The selected funeral director will take appropriate technical and organisational measures against the unauthorised or unlawful processing of your personal data and against the accidental loss or destruction of, or damage to, your personal data.

6 Definitions

Definitions are contained in the funeral plan terms and conditions.

FUNERAL PLANS FROM
Golden Charter
Smart Planning for Later Life 

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