

# Funeral Plan Terms and Conditions

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## 1 Definitions

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

### arrangement fee

This is the selected funeral director's fee for arranging your funeral plan which will be detailed in your application form and is included in the total cost.

### deposit

This is the first payment of at least £49 plus the arrangement fee made by you if you are paying by the by 12 monthly payments or low cost instalments.

### estate

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

### fixed monthly payment

If paying by the fixed monthly payment option, this is the amount you will pay each month which will be used to purchase the life assurance policy referred to in Section 7.

### funeral director's costs

This is the selected funeral director's fees and costs for your funeral and includes their arrangement fee. It does not include third party costs (see below).

### funeral director terms & 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) your application form (2) these terms and conditions (3) the payment information sheet we give you (4) our brochure (which includes our key features document) and (5) the funeral director terms & conditions.

### funeral services

These are all the services connected to your funeral (or your nominated family member'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 if you have chosen to add any personalisation options provided by the selected funeral director to your funeral services.

### guarantee

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

### nominated family member

This is a family member nominated by you to receive the funeral services provided by your funeral plan (see Section 8).

### 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 low cost instalment option.

### representative

This is any person you name as your representative on your application form.

### 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 payments this is the period of up to 12 months agreed with you over which you will make payments. (2) If paying by the low cost instalments this is the period of at least 24 months and up to 30 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) if you are paying by single payment, 12 monthly payments or low cost instalments as detailed in the payment information sheet and in your membership pack.

### Trust

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

### Trust growth factor

The level of growth in the Independent Way sub-fund of the Trust between the start date and the date of your or your nominated family member's death (as applicable) which will be confirmed by us after consulting the Trust's actuaries and the trustees of the Trust.

### we / us

Golden Charter Ltd.

### you

This is the person named on the funeral plan who we will provide with funeral services under the funeral plan. This will include a family member who is nominated to receive these services (see Section 8).

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 the key features document for your funeral plan we give examples of the changes of circumstance in which additional costs might arise and the nature of those additional costs. 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 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 4 different ways to pay for your funeral plan:
  - 2.1.1** the single payment option where you make one payment to the Trust described in Section 4 – if you choose this option you can ignore Sections 5, 6 and 7 of this document;
  - 2.1.2** the 12 monthly payment option where you pay a deposit and up to 12 monthly payments to the Trust described in Section 5 – if you choose this option you can ignore Sections 4, 6 and 7 of this document;
  - 2.1.3** the low cost instalment option where you pay a deposit and monthly payments over 2 to 30 years described in Section 6 – if you choose this option you can ignore Sections 4, 5 and 7 of this document; or
  - 2.1.4** the fixed monthly payment option where your monthly payments are used to buy a life assurance policy on your life from Phoenix Life Limited described in Section 7 – if you choose this option you can ignore Sections 4, 5, 6 and 8.1 to 8.3 of this document.
- 2.2** Your cancellation rights are detailed in Sections 4.4, 5.6, 6.5 or 7.7 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 plan**

- 3.1** Golden Charter Limited (Reg. No. 2511598; registered office: One Fleet Place, London EC4M 7WS) agrees 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 person 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 below; and (2) an allowance for third party costs which may vary in certain areas and over time and will be adjusted at the date of your death to reflect the Trust growth factor. If the amount actually spent for third party costs is less than any allowance we have made for them no refund will be made to any person.
- 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 may 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 adjusted at the date of your death to reflect the Trust growth factor and the actual amount (if greater) of third party costs at the time of the funeral;
  - 3.6.3** except to the extent already included for the funeral services detailed in your application form, 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 family member 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 HMRC rules change (see Section 10.8);
  - 3.6.7** any sum due because the total cost has not been fully paid or because any fixed monthly payments have not been paid;

- 3.6.8** except to the extent already included for the funeral services detailed in your application form, 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** except to the extent already included for the funeral services detailed in your application form, 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;
- 3.6.10** except to the extent already included for the funeral services detailed in your application form, 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.  
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 or added in your application form. You will have to pay for any additional services or items.
- 3.8** We are a registered provider with the Funeral Planning Authority. This means that you will benefit from the protections provided by the Funeral Planning Authority's rules and code of practice.

## **4 Applies only where you have chosen the single payment option**

- 4.1** You must pay the total cost in a single payment to the Trust. The Trust will pay us a sum to cover our initial expenses and any arrangement fee. The rest of the total cost will be kept by the Trust and be used by the Trust to pay for your funeral services and for other authorised purposes as detailed in our brochure.
- 4.2** There are no age or health restrictions.
- 4.3** You must write 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 cancellation fee of £249 and the selected funeral director will keep any arrangement fee.
- 4.4** 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 charge a cancellation fee of £249 and the selected funeral director will keep any arrangement fee. This fee will be deducted from the money to be refunded to you.

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

- 5.1** You must pay the total cost to the Trust over an agreed set period of no more than 12 months. You must pay a deposit and it will be used to pay our initial expenses and any arrangement fee. You must pay the Trust each month by direct debit. The rest of the money received

from you will be kept by the Trust and be used by the Trust to pay for your funeral services and for other authorised purposes as detailed in our brochure.

- 5.2 There are no age or health restrictions.
- 5.3 You must write 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 cancellation fee of £249 and the selected funeral director will keep any 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 benefits 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 cancellation fee of £249 and the selected funeral director will keep any arrangement fee.
- 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 charge a cancellation fee of £249 and the selected funeral director will keep any arrangement fee. This fee will be deducted from the money to be refunded to you.
- 5.7 If you pay by the 12 monthly payment option you cannot later choose to pay by the low cost instalment option.

## **6 Applies only where you have chosen the low cost instalment option**

- 6.1 You must pay the total cost to the Trust in instalments over an agreed set period. You must pay a deposit and it will be used to pay our initial expenses and any arrangement fee. We will agree the set period with you and will confirm this separately in writing. You must pay the monthly instalments by direct debit. The instalments received from you will be kept by the Trust and be used by the Trust to pay for your funeral services and for other authorised purposes as detailed in our brochure.
- 6.2 You must be aged 78 or under at the start date of your funeral plan and there are no health restrictions.
- 6.3 The minimum set period is 24 months. The maximum set period is the shorter of (1) 30 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 write 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 do the following:
  - 6.4.1 If you have paid at least 12 monthly instalments, we will treat the money paid (less any arrangement fee) as a contribution towards your funeral services costs in line with Section 6.6.

- 6.4.2 If you have paid fewer than 12 monthly instalments, we will cancel your funeral plan and refund the money paid less our cancellation fee of £249 and the selected funeral director will keep any arrangement fee.
- 6.5 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, but within 12 months of your funeral plan start date, we will charge a cancellation fee of £249 and the selected funeral director will keep any arrangement fee. This fee will be deducted from the money to be refunded to you. You cannot cancel your funeral plan after 12 months from the start date and no refund will be paid to you. We describe how we will treat any instalments already paid if you stop making payments in Sections 6.6 and 6.9.
- 6.6 After paying at least 12 monthly instalments you may choose to stop paying your instalments. If you do so the money you have already paid will not be refunded. If you or your estate pay the outstanding balance of the total cost and pay for any additional costs when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will still be available. If you or your estate do not pay the outstanding balance and you have paid at least 12 monthly instalments, either (1) all sums paid by you less our cancellation fee of £249 and any arrangement fee or, if less, (2) the total cost as informed by us had you chosen to pay by the single payment option less any arrangement fee will be kept by the Trust and used as a contribution towards the cost of your funeral services. This will be paid by us directly to the selected funeral director. If the outstanding balance and any additional costs not covered by your funeral plan are not paid when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will not be available.
- 6.7 If you have paid at least 12 monthly instalments and you stop paying the instalments, you may, on one occasion only, restart payment at a later date. We may need to increase your monthly payments to reflect the unpaid instalments or, instead, may agree to extend the set period in order to keep your monthly payments at the same level. Any extended period would still need to be in line with Section 6.3. We will advise you in writing of any change to the instalments or set period.
- 6.8 If, at the date of your death, you have paid fewer than 12 monthly instalments, all money paid by you less any arrangement fee will be refunded to your estate, and your funeral plan, including the guarantee, will be cancelled. 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.
- 6.9 If, at the date of your death, you have paid more than 12 monthly instalments but the total cost has not been paid in full, either (1) all sums paid by you less our cancellation fee of £249 and any arrangement fee or, if less, (2) the total cost as informed by us had you chosen to pay by the single payment option less any arrangement fee will be kept by the Trust and used as a contribution towards the cost of your funeral services. This will be paid by us directly to the selected funeral director. If you or your estate pay the outstanding balance and pay any additional costs when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will still be available. If the outstanding balance and any additional costs not covered by your funeral plan are not paid when your funeral is carried out, the benefits of your funeral plan, including the guarantee, will not be available.
- 6.10 You can pay the outstanding balance at any point before the end of the set period.
- 6.11 If you pay by the low cost instalment option you cannot later choose to pay by the 12 monthly payment option.

## **7 Applies only where you have chosen the fixed monthly payment option**

- 7.1** The fixed monthly payments you make will be used to buy a life assurance policy on your life with Phoenix Life Limited. Phoenix Life Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. All funeral services are arranged by us and will be provided by the selected funeral director. We will be the beneficiary of that policy, not you or your estate. The proceeds of the life assurance policy will belong to us. We will use the proceeds to pay for your funeral services. You (or any person paying for the funeral plan for you) will need to set up a direct debit in favour of Phoenix Life Limited who will collect the fixed monthly payments.
- 7.2** You must be aged between 50 and 80 and a UK resident at the start date of your funeral plan and there are no health restrictions.
- 7.3** You must write 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 that is likely to have a big impact on cost may mean that (1) additional sums have to be paid to your existing selected funeral director at the time of your funeral to carry out your wishes, or that (2) we have to appoint a new selected funeral director and the guarantee given by the original selected funeral director will lapse. While we will make reasonable efforts to obtain a guarantee from the new selected funeral director, the new selected funeral director may also require additional sums at the time of your funeral to carry out your wishes. We will write to you and give you an estimate of any additional costs to be paid to the existing or new selected funeral director. Your monthly payments will not change. The existing or new selected funeral director will treat the proceeds from the life assurance policy (see Section 7.1) as a contribution towards your funeral costs. Your estate will have to make a separate payment for any additional costs to the existing or new selected funeral director at the time of the funeral.
- 7.4** Except as stated in Section 7.3, you will not be able to make any changes to your funeral services before the funeral. Changes can be agreed with the selected funeral director at the time of your funeral. Any additional payment for these must be made directly to the selected funeral director without our involvement
- 7.5** The fixed monthly payments and the date the direct debit is collected cannot be altered. The amount of the monthly payment depends on the funeral plan chosen by you, the options included within your funeral services and your age. The fixed monthly payment will be confirmed in writing once your application has been received and processed. The first payment will be taken within 7 weeks of the start date of your funeral plan. You must keep making monthly payments until your 90th birthday or until your death, if sooner, when payments stop. Phoenix Life Limited will tell you if any monthly payments are not made on the due date(s). They will try to collect the outstanding amount. If they receive the money within 30 days of the due date your funeral plan will be unaffected. If the outstanding amount is not paid within 30 days, then we will cancel your funeral plan and you will not get any money back.
- 7.6** If you have paid less than 24 Fixed Monthly Payments at the date of your death, the funeral services benefits, including the guarantee, will not be available. Instead, provided that all the fixed monthly payments due at the date of your death have been paid we will pay a sum equal to 120% of the monthly payments actually paid to (1) the selected funeral director as a contribution towards your funeral costs, or (2) your estate, if confirmed in writing. If we pay the money to the selected funeral director your estate will have to make a separate payment directly to the funeral director for all additional costs incurred in carrying out the funeral arrangements, as advised by the selected funeral director.

- 7.7** We will refund any 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 no refund will be made. Your funeral plan has no cash in value.

## **8 Transfer of funeral services to another person**

- 8.1** For all payment options, except the fixed monthly payment option, you can transfer the benefit of the funeral services to a nominated family member who dies before you. Where you pay by the low cost instalment 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 nominated family member 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 write and tell 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 benefits will automatically stay with you in line with the arrangements originally agreed.
- 8.3** Your funeral plan provides funeral services for you or your nominated family member only.
- 8.4** If there is any dispute with family members 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. The selected funeral director will provide the guarantee. We will use reasonable efforts to make sure that the selected funeral director provides the highest quality of service.

### **9.2 Change of selected funeral director**

Unless you are paying by the fixed monthly payment option you may write to 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 cancellation fee of £249 and the selected funeral director will keep any arrangement fee unless, if you are paying by the low cost instalment option, Section 6.4.1 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. In the event of failure by the selected funeral director an alternative selected funeral director, chosen by us, will provide the same funeral services. 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 any sums which are due by you;
- 10.2.4** as referred to in Sections 6.4, 6.8 and 9.2.
- 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 less our cancellation fee of £249 and the selected funeral director will keep any 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, 6 and 7 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 (e.g. a letter sent by post or fax or an email or a phone call to us at 0800 833 800). If you cancel by post, we recommend you obtain proof of postage. You may use the model cancellation form which can be found in our key features document for your funeral plan, but you do not have to use that form. 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 representative on all matters relating to your funeral services. References to you will therefore include references to your 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 representative in relation to the funeral services we will follow your instructions (or the instructions of any legally authorised persons).

- 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 family member 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 VAT**

No VAT (Value Added Tax) 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 are not satisfied with any part of your funeral plan, you should first contact our Customer Resolution Team.

You can call us on:

0800 171 2955

Or write to us at:

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

Or email us:

[customer.resolution@goldencharter.co.uk](mailto:customer.resolution@goldencharter.co.uk)

We will acknowledge your complaint within 7 working days of receiving it and will aim to resolve it within 20 working days of receiving it.

If you are not satisfied with the way we deal with your complaint you can contact:

The Funeral Planning Authority Limited

Tel: 0845 601 9619

Email: [info@funeralplanningauthority.co.uk](mailto:info@funeralplanningauthority.co.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.

# Funeral Director Terms and Conditions (2019)

## 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 such 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 and to the highest quality standards. 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 and 3.3 of the funeral director terms and conditions.

**3.2** If agreed in advance with the selected funeral director, it will be entitled to the advance payment, which will become due after our acceptance of your funeral plan and be paid in accordance with such procedures, amount and timescales as we intimate. Any advance payment must be repaid by the selected funeral director immediately on our demand if (for any reason) the selected funeral director does not subsequently provide your funeral services.

**3.3** Upon completion of your funeral services the selected funeral director will be entitled to payment from us and should invoice us for (1) where payment has been made by any of the single payment or the 12 monthly payment or the low cost instalment options, the adjusted amount or (2) where payment has been made by the fixed monthly payment option, the sum we intimate for the relevant funeral plan as at the date of your death. The level of those sums 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 3.3 should be issued upon completion of your funeral services.

**3.4** 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 and 3.3 of the funeral director terms and conditions 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 under the funeral plan terms and conditions, 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 and further agrees that we may provide all information we regard appropriate regarding the funeral plan to the new selected funeral director.

**5** 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 are contained in the funeral plan terms and conditions as current from time to time. In addition, the following definition applies specifically to these funeral director terms and conditions:

"adjusted amount" means the sum of the funeral director's costs (but excluding any arrangement fee already paid) plus the allowance for third party costs (as detailed in your application form) adjusted at the date of your death to reflect the Trust growth factor less any balance paid direct to the selected funeral director under Sections 6.4, 6.6 or 6.9 of the funeral plan terms and conditions;

"advance payment" means such amount (if any) as is specified by us and agreed with the selected funeral director as payable to it as advance payment for the expected completion of your funeral services including for initial work undertaken in arranging the funeral services and payable as detailed in Section 3.2 above.