Terms and Conditions of Golden Charter Direct Cremation plan

Understanding Your Funeral Plan

This guide tells you where to find the information you're looking for.

Funeral Plan Details

Funeral Director Details

Changing Your Plan

Your Payments

General Information

Contacting Us

Call us free on: 0800 833 800

Email us at: contact@goldencharter.co.uk

Write to us at: Golden Charter, 2nd Floor, Aurora Building, 120 Bothwell Street, Glasgow, G2 7JS.

Section 1 – Definitions

The following definitions apply throughout your funeral plan documents.

accidental death

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.

allocated funeral director

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

arrangement fee

Our fee of £350 for providing the services detailed in your funeral plan.

authorised provider

Another firm that is authorised by the Financial Conduct Authority (FCA) to carry out funeral plan contracts.

covered individual

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.

deposit

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

Anyone legally authorised to act for you or another covered individual after death.

FSCS

The Financial Services Compensation Scheme. Further information is available at **www.fscs.org.uk**

funeral director's costs

The fees and costs for the funeral services provided directly by the allocated funeral director.

funeral plan

The prepaid funeral services we agree to provide to you, together with the terms on which those services are provided, as set out in these terms and conditions and your membership pack.

funeral services

All services connected with your funeral that are provided by us or the allocated funeral director. These services are described in the funeral plan summary included in your membership pack.

membership pack

The pack we send to you after your application is accepted. It includes your funeral plan summary and other important information about your funeral plan.

outstanding balance

Any amount of the total cost that remains unpaid if you are paying by the 12 monthly payment option or the instalment payment option.

payment shortfall

The total amount of any payments that are due but unpaid under the 12 monthly payment option or the instalment payment option.

plan representative

A person you appoint to give instructions on your behalf in relation to your funeral plan. Your plan representative may, but does not have to, be the same person as your nominated representative. Their role is explained further in Section 9.1.

set period

- For the 12 monthly payment option: the agreed period of 12 months over which payments are made.
- For the instalment payment option: the agreed period of at least 24 months and up to 10 years over which payments are made.

start date

The date on which we confirm in writing that we have accepted your application. This is the date your contract with us begins.

total cost

The total amount payable for your funeral plan, as shown in your funeral plan summary, excluding any additional costs described in Section 2.6.

Trust

The Golden Charter Trust, which is described in more detail in your membership pack.

we / us

Golden Charter Limited (registered number 02511598), registered office at One Fleet Place, London EC4M 7WS. We are authorised and regulated by the Financial Conduct Authority (FCA reference number 965279).

you

The person named on the funeral plan to whom we agree to provide funeral services. In some circumstances this can also include a covered individual.

You cannot make changes to your funeral plan, request additional funeral services or choose the allocated funeral director. If after your death your estate wish additional services to be provided as part of your funeral they must make and pay for such arrangements separately with the allocated funeral director and they will not form part of your funeral plan.

Section 2 – What is included and not included in your plan

2.1 We agree to provide your funeral plan in line with these terms and conditions and the details set out in your membership pack. Our contract is with you (whether or not you purchased the funeral plan), or with any covered individual you nominate to receive the funeral services.

2.2 We only provide funeral plans to people who live in England, Wales, Scotland or Northern Ireland.

2.3 Your funeral plan covers the following:

2.3.1 an unattended cremation;

2.3.2 the allocated funeral director arranging for your cremation at a crematorium chosen by them (which may be anywhere in the United Kingdom) and without anyone attending other than the allocated funeral director's staff;

2.3.3 provision by the allocated funeral director of all relevant professional services in relation to your funeral arrangements including:

2.3.3.1 advice on certification and registration of death;

2.3.3.2 collection and transportation of body to the allocated funeral director's premises within 25 miles and during working hours;

2.3.3.3 a coffin suitable for cremation;

2.3.3.4 care of deceased (including removal of pacemakers where applicable);

2.3.3.5 reasonable telephone support;

2.3.4 payment of cremation fee; and

2.3.5 retention of ashes with the allocated funeral director making them available for collection or scattering them in a garden of remembrance.

2.4 Please note:

2.4.1 you will not be able to make any changes to your funeral services;

2.4.2 your funeral plan is for cremation only with no burial option;

2.4.3 there is no funeral service or funeral procession;

2.4.4 the allocated funeral director determines the location, date and time of the cremation and neither you nor your estate will have any choice on this;

2.4.5 additional costs may apply as noted in Section 2.6;

2.4.6 no services other than those set out in Section 2.3 are covered under your funeral plan;

2.4.7 you or your estate must pay any sum due if the total cost has not been fully paid before funeral services are provided; and

2.4.8 for cremations in Northern Ireland, doctor's fees will apply and must be paid by your estate.

2.5 The price of your funeral plan covers only the specific funeral services described in Section 2.3 which are also listed in the funeral plan summary contained in your membership pack.

2.6 Please note:

2.6.1 Unless you live in Northern Ireland, if you die while away from home but within mainland UK, your funeral plan will cover the cost of transporting the body to the allocated funeral director's premises. If you live in Northern Ireland and die in mainland UK, your estate must also pay the additional costs for transport to return the body to an airport or port in Northern Ireland. If you die outside mainland UK or Northern Ireland, you must pay the additional costs to return the body to an airport or port in mainland UK or Northern Ireland.

2.6.2 If you die at home, you must also pay the additional costs for collection and transportation of the body to the allocated funeral director's premises if that is more than 25 miles and/or outside of working hours.

2.7 If, following your death, further payments are due under the funeral plan, we will inform the estate within 24 hours of receiving notification of the death. We will confirm:

(a) that further payments are due;

(b) the total amount paid under the funeral plan; and

(c) the amount of any payment shortfall.

2.8 Any amounts due under Section 2.7 must be paid before the funeral services are provided.

Section 3 – Payment Options

There are three ways you can pay for your funeral plan. You only need to read the section that applies to the option you choose.

3.1 **Single Payment Option**

Applies only if you have chosen the single payment option.

3.1.1 You must pay the total cost of your funeral plan to us in a single payment.

3.1.2 The total cost includes our arrangement fee, which we keep as a contribution towards setting up and administering your funeral plan.

3.1.3 The balance of the money you pay will be paid into the Trust and used to pay the allocated funeral director and for other authorised purposes.

3.2 The 12 monthly payment option

Applies only if you have chosen the 12 monthly payment option.

3.2.1 You must pay the total cost of your funeral plan to us over an agreed set period of 12 months.

3.2.2 You must pay the deposit and then make 12 monthly payments by direct debit.

3.2.3 The total cost includes our arrangement fee, which we keep as a contribution towards setting up and administering your funeral plan.

3.2.4 The balance of the money you pay will be paid into the Trust and used to pay the allocated funeral director and for other authorised purposes.

3.2.5 If, at the date of your death, any payment is overdue or any part of the total cost remains unpaid, we will only provide the funeral services if the outstanding balance is paid in full.

3.2.6 If the outstanding balance is not paid, after we have complied with section 3.4, we will cancel your funeral plan and refund the money you have paid, less our arrangement fee of £350, which we will keep.

3.2.7 You may pay the outstanding balance at any time before the end of the set period.

3.3 The instalment payment option

Applies only if you have chosen the instalment payment option.

3.3.1 You must pay the total cost of your funeral plan to us in instalments over an agreed set period.

We will agree the set period with you and confirm it in your membership pack. You must pay the deposit and then make monthly payments by direct debit.

The total cost includes the following amounts, which we keep as a contribution towards setting up and administering your funeral plan:

• our arrangement fee; and

• an instalment charge, as shown in your funeral plan summary.

The remaining money you pay will:

(a) be paid into the Trust and used to pay the allocated funeral director and for other authorised purposes; and

(b) be used to cover any arrangements we make where Sections 3.3.5 or 3.3.6 apply.

3.3.2 You must be aged at least 18 and under 78 on the start date of your funeral plan. You must complete payment of the total cost by your 80th birthday.

3.3.3 The minimum set period is 24 months.

The maximum set period is the shorter of:

(a) 10 years; or

(b) the number of full years between your age on the start date and your 80th birthday.

The set period must be made up of whole years.

3.3.4 If you die within 12 months of the start date and your death is not an accidental death:

(a) all money you have paid will be refunded to your estate;

(b) your funeral plan will be cancelled; and

(c) we will not be required to provide any funeral services.

Your estate may use the refunded money towards the cost of your funeral, but must make separate arrangements and payments directly with the allocated funeral director.

3.3.5 If you die within 12 months of the start date as a result of accidental death, the full benefit of your funeral plan will be available, unless we have already cancelled the plan because of a payment shortfall.

No further payments will be due from your estate, other than any additional costs payable under Section 2.6.

3.3.6 If you die more than 12 months after the start date, the full benefit of your funeral plan will be available, unless we have already cancelled the plan because of a payment shortfall.

No further payments will be due from your estate, other than any additional costs payable under Section 2.6.

3.3.7 You may pay the outstanding balance at any time before the end of the set period.

3.4 Missing a payment

If you miss a payment, we will notify you as soon as possible.

If you miss two consecutive payments, we will, within five working days of the second missed payment, provide you with a statement showing:

(a) the individual payments due; and

(b) the total amount of any payment shortfall.

We will explain the consequences if the payment shortfall is not settled within 10 working days.

You will have 10 working days from the date we contact you to settle the payment shortfall without any fee or penalty. We will not charge you for incurring or correcting a payment shortfall.

Section 4 – Arrangements in case we fail and funeral plan transfers

4.1 This section applies in the unlikely event that any of the following happens:

(a) we are no longer able to provide the funeral services on your death or the death of a covered individual;

(b) we decide that we no longer intend to provide those funeral services; or

(c) we are not attempting, and will not attempt, to transfer your funeral plan to another authorised provider.

These situations may arise if we experience an insolvency event, such as entering liquidation, administration or receivership.

4.2 If any of the circumstances described in Section 4.1 occur, nothing in your funeral plan limits our liability to you, in respect of any payment you may be entitled to receive under your funeral plan.

4.3 If any of the circumstances in Section 4.1 apply, we will seek to transfer our obligations under your funeral plan to another authorised provider.

We will aim to ensure that the funeral services are provided by the new authorised provider on the same terms as those originally agreed under your funeral plan.

You give your consent for us, at any relevant time, to make appropriate arrangements to transfer:

(a) your funeral plan; and/or

(b) our obligations under your funeral plan to another authorised provider.

This consent also applies to:

- transfers arranged by an insolvency practitioner appointed to us; and
- transfers arranged by the FSCS to ensure continuity of your funeral plan, on terms specified by the FSCS.

No consent is required from any other covered individual.

4.4 If 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 money held remains available to pay for your funeral services (or, if you have specified, the funeral services of another covered individual).

If that is not possible, we will take all necessary steps to ensure that a refund is paid to you or, where appropriate, to the relevant covered individual.

4.5 You permanently appoint us as your agent for the purpose of asserting any rights or interests you may have in the Trust.

This does not prevent you or any covered individual from asserting those rights or interests yourselves.

4.6 Your payments are protected by the Financial Services Compensation Scheme (FSCS). Further information about how the FSCS may protect you is included in your funeral plan summary.

4.7 In addition to the circumstances described in Sections 4.1 and 4.3, we may transfer our responsibilities under your funeral plan to another authorised provider.

We will only do this if the funeral services will be provided on the same terms as those agreed under your funeral plan. You consent to us making such transfer arrangements.

Section 5 – Transfer of funeral services to another covered individual

5.1 You may transfer the benefit of your funeral services to another covered individual if that person dies before you.

If you are paying by the 12 monthly payment option or the instalment payment option, the total cost of the funeral plan must be fully paid before a transfer can take place.

5.2 A change of address following such a transfer may mean that we have to appoint a new allocated funeral director.

5.3 If there is any dispute relating to covered individuals, the benefit of the funeral plan will remain with the original person named on the funeral plan. We are not responsible for resolving any such dispute.

Section 6 – Allocated funeral director and your funeral arrangements.

6.1 We will appoint an allocated funeral director no later than 30 days after the start date.

The allocated funeral director will act as our subcontractor and will guarantee to provide the funeral services.

6.2 We have the right to appoint a new allocated funeral director if there is any failure on the part of the allocated funeral director originally appointed by us. Failure could include the allocated 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 allocated funeral director.

6.3 We will ensure that the allocated funeral director provides the funeral services in line with your funeral plan and to a satisfactory standard.

6.4 You will not be able to choose the allocated funeral director.

Section 7 – Cancellation and refund provisions

7.1 General cancellation rights

If you have chosen the single payment option or the 12 monthly payment option, you may cancel your funeral plan within 30 days of the start date and receive a full refund of all money paid.

If you cancel after this 30-day period, we will refund all money you have paid less our arrangement fee of £350, which we will keep. This amount will be deducted from your refund.

If you have chosen the instalment payment option, you may cancel your funeral plan within 12 months of the start date and receive a full refund of all money paid.

If you cancel after 12 months, we will refund all money you have paid less our arrangement fee of £350, which we will keep. This amount will be deducted from your refund.

7.2 Cancellation after death

Your funeral plan cannot be cancelled after your death unless we specifically agree .

If any person chooses to have your funeral carried out by someone other than the allocated funeral director without our agreement, they must make and pay for those arrangements themselves.

If, after your death, your estate asks for additional services beyond those included in your funeral plan, your estate must arrange and pay for these separately with the allocated funeral director. These additional services do not form part of your funeral plan.

7.3 Our right to cancel

We may cancel your funeral plan where there is a good reason and it is reasonable to do so. Good reasons include (but are not limited to):

(a) a conflict of interest arising (for example if there is a dispute with your family members);

(b) failure to provide adequate instructions; or

(c) failure to pay amounts due, including where we have followed the process set out in Section 3.4.

If we cancel your funeral plan for one of these reasons, we will write to you immediately to inform you.

Without affecting your statutory rights, we will refund the money you have paid but will keep our arrangement fee of £350 if the cancellation occurs after the relevant period referred to in Section 7.1.

7.4 How to cancel

To cancel your funeral plan, you may contact us using any of the methods listed in Section 9.5. This includes calling us free on 0800 833 800, sending an email, or writing to us by post.

Your cancellation rights under this section are more favourable than those provided under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You do not need to rely on the statutory cancellation rights under those regulations.

To cancel, you must clearly tell us that you wish to cancel using one of the contact methods above. You do not need to give a reason, although you may do so if you wish.

If you cancel by post, we recommend that you obtain proof of postage.

You may use the cancellation form included in your membership pack if you wish. All your statutory rights are unaffected.

7.5 Refunds

All refunds will be paid, where possible:

(a) to the person who originally made the payment; and

(b) using the same method of payment that was originally used.

We will never refund more than the total amount you have paid under your funeral plan.

Section 8 –Changes to your circumstances

8.1 You must tell us as soon as reasonably possible if there is any change to your circumstances. This includes changes to your address. You cannot make changes to your funeral services or your funeral plan.

Some significant changes to your circumstances may result in the appointment of a new allocated funeral director.

Section 9 – Other general provisions

9.1 Instructions

We will communicate with and follow instructions from you or from your plan representative.

If there is any inconsistency between instructions given by you, a person legally authorised to act on your behalf, or your plan representative, we will follow your instructions (or those of the legally authorised person).

Data protection laws restrict how personal information can be shared. If you nominate a covered individual to receive funeral services, we may not be able to share information with you without that person's consent.

9.2 Acceptance

We will tell you whether we have accepted or rejected your application within 30 days of receiving your completed application form.

Your funeral plan does not take effect until we have confirmed acceptance in writing.

9.3 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.

9.4 Value Added Tax (VAT)

No VAT has been added to the amounts payable for your funeral services.

If VAT rules, or HM Revenue & Customs' interpretation of those rules, change, we may add VAT to any relevant amount that does not already include it. Any VAT added will be payable by you or your estate.

9.5 Complaints

If you are unhappy with our service, we follow a formal complaints process and aim to deal with complaints fairly and promptly.

In the first instance, please contact our Customer Service Team free on 0800 833 800, or write to:
Customer Service Team, Golden Charter, 2nd Floor Aurora Building, 120 Bothwell Street, Glasgow G2 7JS

You may also email us at contact@goldencharter.co.uk.

If we cannot resolve your complaint immediately, we will acknowledge it within five working days and tell you when you can expect a further response.

If you are not satisfied with our response, or if we have not resolved your complaint within eight weeks, you may refer the matter to:

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

9.6 Document retention

We keep original documents completed or signed by you for a short period after accepting your application.

We will scan and retain copies of those documents and destroy the originals. You agree that we may rely on the scanned copies rather than the original documents.

9.7 Financial crime

We must comply with laws and regulations aimed at preventing money laundering and financial crime.

This means we may need to carry out identity and verification checks on you, your plan representative, and any person making payments on your behalf before your funeral plan becomes effective.

You agree that we may verify information using independent sources and that we may be required to report suspicious activity to relevant authorities. In such cases, we may be prohibited from telling you that a report has been made or explaining why.

You agree to cooperate with these requirements. If you or any relevant person does not cooperate, we may reject your application or cancel your funeral plan. You will have no claim against us for actions taken to comply with our legal obligations.

GOLDEN CHARTER
FUNERAL PLANS