

Funeral plan

Key Features and Terms and Conditions



Key Features of Golden Charter funeral plans

The following information is designed to help you decide which funeral plan and 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 7.

What is a Golden Charter funeral plan?

Our funeral plans allow you to pre-arrange, and pay for, the funeral director's services associated with your funeral.

Our plans include a built-in allowance towards third party costs, with the exception of our Direct Cremation Plan, which guarantees that the cremation fee will be fully covered.

These are costs for essential services such as cremation or burial, which aren't directly provided by the funeral director.

The funeral director services and third party cost allowance included in each plan type are shown in the table opposite.

Your plan will be allocated to a local independent funeral director who will carry out the services covered by your plan when they are required.

The retail price of your funeral plan is representative of the equivalent cost of a funeral today plus an arrangement fee of £350 which is retained by Golden Charter to help cover the costs of setting up your plan.

Who can buy a Golden Charter funeral plan?

Our plans are available to all UK residents, regardless of age or state of health.

What type of plans do we offer?

We offer a range of plans for burial and cremation. The funeral director services included in each plan are guaranteed to be covered and our plans also include a contribution towards third party costs, with the exception of the Direct Cremation Plan, which guarantees that the cremation fee will be fully covered.

For unattended cremation:

Direct Cremation Plan

The Direct Cremation Plan provides a simple and dignified unattended direct cremation without the ceremony or costs associated with a traditional funeral. This provides a respectful and compassionate farewell handled by a Golden Charter funeral director, who'll be there to support your loved ones every step of the way.

This plan guarantees that all the services detailed within your plan will be fully covered.

For a traditional funeral service which are available as a burial or a cremation:

Standard Plan

The Standard Plan includes the funeral director's services, a simple coffin, a funeral procession and gives the family the choice of time and date for the funeral. It also includes an allowance towards third party costs.

Select Plan

The Select Plan offers the same services as the Standard Plan plus a limousine and a high quality coffin.

What do our plans cover?

The table below details what's included in each plan.

	Unattended cremation	Traditional funeral service	
Funeral director services	Direct Cremation Plan	Standard Plan	Select Plan
Provision of professional services and making all arrangements for the funeral	✓	✓	✓
Advice on the certification and registration of the death and related documentation	✓	✓	✓
The coffin ¹	Suitable for cremation, selected by the funeral director	Simple	High quality
Collection and transportation of the deceased to the funeral director's premises (within a 25 mile radius)	Within working hours	Within working hours	24 hours
Care of the deceased prior to burial or cremation (excluding embalming)	✓	✓	✓
Use of chapel of rest or service rooms	✗	✓	✓
Family viewing at any pre-arranged time ²	✗	✓	✓
Arrangement of the funeral service at a local cemetery or crematorium	✗	✓	✓
Funeral held on a normal weekday, during working hours	✗	✓	✓
Choice of date and time of funeral	✗	✓	✓
Funeral procession to funeral location (fees and costs of a service at a separate location not included)	✗	✓	✓
Hearse to a local crematorium or cemetery	✗	✓	✓
Provision of sufficient staff to attend to the coffin as required	✗	✓	✓
Limousines	✗	✗	One
Additional benefits			
Third party costs (see page 4).	Guaranteed to be covered	£1,100 allowance	£1,100 allowance
24 hour funeral director telephone support for the bereaved	✓	✓	✓
Transportation to the funeral director's premises if death occurs whilst on holiday in mainland UK	✓	✓	✓

1. Coffins supplied will be wood-effect quality or better (excludes Direct Cremation Plan). Your funeral director will provide further guidance on the types of coffin available within your plan. 2. Costs may apply if out-of-hours viewing is required.

Please note: Our plans don't include the purchase of a burial plot. Should you choose burial the plans include an allowance towards the opening of a new or existing grave. The purchase of a grave and any monumental work would need to be arranged separately.

Third party costs

Our plans include an allowance towards third party costs. These are essential, non-funeral director services such as the cremation or burial fees, plus the minister or officiant's fee to perform the service. These costs are outside of your funeral director's control but will need to be paid for at the time of the funeral. Our Direct Cremation Plan is fully guaranteed to cover all costs, including the cremation fee.

The value of the allowance included in your plan may grow over time. There will only be more to pay at the time of the funeral if the third party costs exceed the allowance included in your plan, or if the costs increase by more than the growth of your plan.

What do our plans not cover?

Additional services

With the exception of our Direct Cremation Plan, you can choose to add extra services such as flowers, newspaper notices, a reception, catering and orders of service.

These costs are not covered by your plan, you can choose to add these as an additional cost, or your funeral director can help organise these at time of need.

For further information on what is and is not included in our funeral plans, please see section 2, page 8, of the Terms and Conditions at the end of this document.

Dying outside of the UK

Plans do 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.

Burial plots

None of our plans include the purchase of a burial plot.

How can I pay for my plan?

We have three payment methods: single payment option; 12 monthly payment options, and the instalment payment option. 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 your plan documents and we'll refund all payments made.

For more information on payment options see section 3, page 9 of the Terms and Conditions in this document.

Can I choose a funeral director?

If you have selected our Direct Cremation Plan, you cannot choose a funeral director. Instead, Golden Charter will allocate a funeral director for you.

For all other plan types, we will make every effort to appoint your plan to your chosen funeral director; however, this is not always possible. If this is the case, we will contact you to tell you and discuss another choice of funeral director.

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 operated by a Board of Trustees, completely independent of Golden Charter. Their role is to hold your payments and ensure that the funeral director services in your plan can be paid for at the time they are required – however far into the future that may be. If you would like further information regarding the Trust, please contact us or visit www.goldenchartertrust.co.uk.

What would happen to my money if Golden Charter ceased trading?

If Golden Charter ceased trading, your money would continue to be held in the Trust until the time of your funeral. You would also retain the right to cancel your plan and receive a refund subject to the terms and conditions of your plan. The Trust would continue as long as necessary to make payments to funeral directors for all plans as they mature.

What happens if the Trust ceased to exist?

Should the Trust cease to exist, your payments are covered by the Financial Services Compensation Scheme (FSCS). In such circumstances you may be entitled to compensation subject to FSCS limits (currently £120,000 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 your plan documents 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 after 30 days from receiving your plan documents, you will receive a refund of payments made less our arrangement fee of £350.

If you are paying by the instalment payment option and cancel 30 days after receiving your plan documents, 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 £350.

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. If you choose the Standard or Select plan, 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 choose the Direct Cremation Plan and you wish to make changes to services such as adding limousines, you would need to change to a different plan type and there would 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 which 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:

Golden Charter, 2nd Floor, Aurora Building,
120 Bothwell Street, Glasgow, G2 7JS.

If you wish to get in touch to cancel your plan, or make a complaint, please see section xx, page xx, of the Terms and Conditions in this document.

Terms and Conditions of Golden Charter funeral plans

Understanding Your Funeral Plan

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

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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.

additional costs

Additional costs which arise because of a change to your circumstances or to your funeral services or where Section 2.6 applies. 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 your own personal circumstances change or where any of the situations in Section 2.6 apply. You will not be asked to pay more than one arrangement fee or funeral director arrangement fee.

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 charged by the selected funeral director for the funeral services they provide. These costs are separate from third party costs.

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 selected 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.

selected funeral director

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

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 15 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.

third party costs

Fees and costs for funeral services connected with a burial or cremation that are not provided by us or by the selected funeral director.

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.

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 includes:
- (a) all funeral director's costs, except for any additional costs including as described in Section 2.6; and
 - (b) an allowance towards third party costs.
- Third party costs can vary and are explained further in Section 2.6.2.
- 2.4** Unless you live in Northern Ireland (see Section 2.6.10), if you die while away from home but within mainland UK, your funeral plan will cover the cost of transporting the body to the selected 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.
- 2.5** Your funeral plan may not cover all funeral director's costs or all third party costs. You should read Section 2.6 carefully, as it explains when you or your estate may need to pay additional costs.
- 2.6 Additional costs**
- In certain circumstances, you or your estate may need to pay additional sums. These include:
- 2.6.1** Any additional costs arising because of a change to your circumstances or made by you to your funeral services;
- 2.6.2** Any difference in costs where the actual third party costs at the time of the funeral are higher than the third party costs allowance in your funeral plan. This difference will be advised by the selected funeral director at the time of the funeral.
- 2.6.3** Any fees charged by doctors or others for issuing a cremation medical certificate or similar documents.
- 2.6.4** Any additional costs arising because you nominate another person as the covered individual.
- 2.6.5** Any additional costs resulting from a change to the selected funeral director at your request.
- 2.6.6** Any outstanding balance of the total cost where the funeral plan has not been fully paid.
- 2.6.7** Any additional costs for transport charged by the selected funeral director if:
- (a) the place where the funeral is carried out; or
 - (b) the place from which the body is collected, is more than 25 miles from the selected funeral director's premises. This does not apply if you die away from home within mainland UK.
- 2.6.8** Any additional costs charged by the selected funeral director if:
- (a) the crematorium you have chosen is more than 15 miles from the selected funeral director's premises; or
 - (b) a non-standard service time is requested, where costs vary depending on the crematorium.

- 2.6.9** Any additional costs charged by the selected funeral director if the funeral takes significantly longer than average at the request of you or your estate.
- 2.6.10** Any transport costs incurred if you die outside mainland UK or Northern Ireland and the body needs to be returned to an airport or port in mainland UK or Northern Ireland. Your funeral plan will cover transport from the relevant airport or port in mainland UK or Northern Ireland to the selected funeral director's premises.
- 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 2.6 must be paid before the funeral services are provided.
- 2.9** The price of your funeral plan covers only the funeral services specifically listed in your funeral plan summary contained in your membership pack.
- 2.10** If you have chosen an Independent Way funeral plan, the selected funeral director may charge a funeral director arrangement fee. This fee:
- (a) is separate from, and not included in, the total cost of your funeral plan;
 - (b) will be agreed with you before you complete your application;
 - (c) must be paid directly by you to the selected funeral director; and
 - (d) is not refundable in any circumstances.

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 selected 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 selected 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 9.8, 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 selected 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) 15 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 selected 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.

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** If a transfer results in changes to the funeral arrangements (for example, due to a change of address that increases transport costs), we may need to appoint a new selected funeral director. A transfer may also result in additional costs. If so, we will contact you and tell you the amount due. You must pay any additional costs requested. If the additional costs are not paid, the transfer will not proceed and the funeral services will remain with you under the original arrangements.
- 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 – Selected funeral director and your funeral arrangements

- 6.1** We will appoint a selected funeral director no later than 30 days after the start date. The selected funeral director will act as our subcontractor and will guarantee to provide the funeral services.
- 6.2** We may appoint a selected funeral director if:
- (a) you do not appoint one;
 - (b) no selected funeral director is appointed as a result of this section; or
 - (c) there is a failure by a funeral director appointed by you or by us (see Section 6.3).
- 6.3** We will ensure that the selected funeral director provides the funeral services in line with your funeral plan and to a satisfactory standard. If the selected funeral director fails to do so, we will appoint an alternative selected funeral director to provide the same funeral services at no additional cost to you or your estate.

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.

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 selected 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 selected funeral director. These additional services do not form part of your funeral plan.

If, after your death, your estate asks for fewer services than those included in your funeral plan summary, no partial refunds will be made. If the request is for a substantial reduction in services (for example a direct to cremation service only) then we will cancel your funeral plan and 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.

7.3 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 9.8

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 – Making changes to your funeral plan (before you die)

- 8.1** You must tell us as soon as reasonably possible if there is any change to your circumstances or to your funeral services. This includes changes to your address or funeral requirements.

Some significant changes may result in additional costs being payable and/or the appointment of a new selected funeral director.

If additional costs are required, we will tell you the amount due. We will not charge an additional arrangement fee.

You must pay any additional costs within 30 days of our request. If you do not, we will cancel your funeral plan and refund the money you have paid, less our arrangement fee of £350, which we will keep.

If you are paying by the instalment payment option and the plan is cancelled within 12 months of the start date, a full refund will be made.

- 8.2** If you are paying by the instalment payment option and a change affects costs and requires additional services, you may be required to make a one-off lump sum payment before the change is confirmed.

We will notify you of the revised total cost and request the lump sum payment if you agree. Once the payment is received, the additional services will be included in your funeral plan.

- 8.3** You may contact us at any time before your death to ask to change the selected funeral director.

We will make reasonable efforts to meet your request and will let you know if this is possible. A change may result in additional costs, which we will notify you of.

You must pay any additional costs requested. If you do not, or if it is not reasonably possible to appoint another selected funeral director, we will cancel your funeral plan and refund the money you have paid in line with Section 7.5.

We will not be liable to you if it is not reasonably possible to make the change.

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.

9.8 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.

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FUNERAL PLANS

