

“Fixed Monthly Payment Option” means the payment option defined in Section 1.2.3;

“Fixed Monthly Payment” means, where the Fixed Monthly Payment Option is chosen, the monthly amount confirmed by us which will be used to purchase the life assurance policy referred to in Section 4;

“Funeral Director Arrangement Fee” means the Selected Funeral Director’s fee for arranging your Funeral Plan;

“Funeral Director’s Costs” means the Selected Funeral Director’s fees and costs for your funeral including any Funeral Director Arrangement Fee (but excluding Third Party Costs);

“Funeral Director Terms and Conditions” means the terms and conditions accepted by the Selected Funeral Director for your Funeral Plan which incorporate the Guarantee;

“Funeral Plan” means the prepaid funeral services offered by us as part of the Independent Way Funeral Plan and the terms on which they are to be provided as set out in (1) the Application Form (2) these Terms and Conditions (3) the Payment Information Sheet and (4) the Funeral Director Terms and Conditions;

“Guarantee” means the guarantee to provide your funeral given by the Selected Funeral Director contained in the Funeral Director Terms and Conditions;

“Instalment Option” means the payment option defined in Section 1.2.2;

“Nominated Family Member” means a Family Member nominated by you under Section 5;

“Payment Information Sheet” means the information sheet we provide with the Application Form setting out Funeral Plan costs;

“Representative” means your Representative (if any) as detailed on the Application Form;

“Selected Funeral Director” means the funeral director selected by you or by us under the Funeral Plan;

“Set Period” means the period of up to 120 months as agreed with you over which we may accept payment of the Amount Payable by instalments where the Instalment Option is chosen;

“Single Payment” means, where you are paying for your Funeral Plan by one lump sum, the amount specified in the Application Form;

“Single Payment Option” means the payment option defined in Section 1.2.1;

“Third Party Costs” means those costs and fees to be paid by us or by the Selected Funeral Director to third parties (ie anyone except us or the Selected Funeral Director);

“Trust” means The Golden Charter Trust;

“we” or “us” means Golden Charter Limited, Crowndale House, 1 Ferdinand Place, Camden, London NW1 8EE;

“you” means the person whose funeral arrangements are to be provided for under the Funeral Plan (whether purchased by you or by another person on your behalf) unless you nominate a Family Member under Section 5.

**FUNERAL DIRECTOR TERMS & CONDITIONS (2014)
GOLDEN CHARTER FUNERAL PLANS**

1 The Selected Funeral Director accepts the terms of the Guarantee specified in this Clause 1 which will be enforceable against the Selected Funeral Director by any and all of us, the person whose funeral arrangements are to be provided under the Funeral Plan (“the Beneficiary” which term includes the person whom the Funeral Plan was originally intended to benefit and (as appropriate) any Nominated Family Member) and his/her Estate in its/his/her own respective name(s). Subject to Section 8 of the Terms and Conditions, the Selected Funeral Director guarantees to (i) carry out the funeral of the Beneficiary in terms of the Funeral Plan and (ii) not charge the Beneficiary or the Estate any additional sums for doing so.

2 Subject to such Section 8, the Selected Funeral Director undertakes that it will carry out the funeral arrangements of the Beneficiary in accordance with the Funeral Plan and the Terms and Conditions, will do so to the highest quality standards and will comply with such procedures as may be intimated in writing by us from time to time. The Selected Funeral Director hereby undertakes to free, relieve and indemnify and keep indemnified us and the Trust from and against all costs, claims, liabilities, losses or expenses (whether from or due to the Beneficiary or his/her Estate or any other person) arising from its failure to comply in any respect with these Funeral Director Terms and Conditions.

3 Upon completion of the Beneficiary’s funeral arrangements the Selected Funeral Director will be entitled to payment from us and should invoice us for the sum we intimate for the relevant Funeral Plan as at the date of the Beneficiary’s funeral. The Selected Funeral Director will have no recourse against us or the Trust in the event that the sum so intimated by us is lower than the relevant parts of the original Funeral Plan cost and will have no recourse against the Beneficiary or his/her Estate except to the extent detailed in Section 8 of the Terms and Conditions. The Selected Funeral Director will be entitled to obtain reimbursement for any difference between any allowance for Third Party Costs and (if higher) the actual level of such costs.

4 In the event of a change of Selected Funeral Director pursuant to the Terms and Conditions, the existing Selected Funeral Director undertakes to co-operate fully with us and the new Selected Funeral Director in the transfer of the Funeral Plan for the benefit and peace of mind of the Beneficiary and further agrees that we may provide all information we regard appropriate regarding the Funeral Plan to the new Selected Funeral Director.

5.1 The terms “Data Controller”, “Data Processor” and “personal data” shall have the meanings ascribed to them in the Data Protection Act 1998 (as amended) (“DPA”). To the extent that the Selected Funeral Director processes

personal data of the Beneficiary or his/her Representative or Estate in administering the Funeral Plan, we will be the Data Controller and the Selected Funeral Director will be the Data Processor. Where the Selected Funeral Director is the Data Processor it shall only process the personal data to the extent necessary for administering the Funeral Plan and shall act only on our instructions. The Selected Funeral Director shall not disclose any personal data to a third party other than at our request and shall not correspond directly with the Beneficiary or his/her Representative or Estate other than for the purposes of administering the Funeral Plan.

5.2 The Selected Funeral Director shall (1) promptly comply with any request from us requiring it to amend, transfer or delete the personal data and (2) make us immediately aware of any change to such personal data to allow us to keep our records accurate and up to date.

5.3 If the Selected Funeral Director receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or to either party’s compliance with the DPA it shall immediately notify us and it shall provide us with full-cooperation and assistance in relation to any such complaint, notice or communication.

5.4 We are entitled, on giving at least 14 days’ notice to the Selected Funeral Director, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of personal data by the Selected Funeral Director.

5.5 The Selected Funeral Director shall promptly inform us if any personal data is lost or destroyed or becomes damaged, corrupted or unusable. The Selected Funeral Director will restore such personal data at its own expense. The Selected Funeral Director shall notify us immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the personal data.

5.6 At our request, the Selected Funeral Director shall provide us with a copy of all personal data relating to the Beneficiary in the format and on the media reasonably specified by us.

5.7 The Selected Funeral Director warrants that it will process any personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments and it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure our compliance with the seventh data protection principle.

Definitions are contained in the Golden Charter Funeral Plans Terms & Conditions (“Terms and Conditions”) as current from time to time.

GOLDEN CHARTER PLAN TERMS AND CONDITIONS – STANDARD TRUST (SINGLE PAYMENT AND INSTALMENTS) AND AXA FIXED MONTHLY PAYMENT OPTIONS (NOMINATION RIGHTS)

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SECTION 1 KEY FEATURES OF YOUR FUNERAL PLAN AND PAYMENT OPTIONS

1.1 The definitions we use in your Funeral Plan can be found at Section 11.

1.2 You may choose from three different payment options for your Funeral Plan:

1.2.1 the Single Payment Option where the Amount Payable is paid in a Single Payment which will be paid to the Trust as detailed in Section 2;

1.2.2 the Instalment Option where the Amount Payable is paid in instalments into the Trust over a Set Period as referred to in Section 3; or

1.2.3 the Fixed Monthly Payment Option where your monthly payment will be used to purchase a life assurance policy on your life (with us as beneficiary) as detailed in Section 4.

1.3 If you choose the Single Payment Option:

1.3.1 your payment will be paid into the Trust (Section 2);

1.3.2 there are no age or health restrictions; **however if you are under the age of 50 at the date of application, the Funeral Director’s Costs may be higher than if you were aged over 50 and Section 7.1.7 applies;**

1.3.3 your Funeral Plan becomes effective following our acceptance as set out in Section 10.2;

1.3.4 if your application is accepted and the Amount Payable has been paid we will send you or your Representative a full membership card and Certificate of Entitlement;

1.3.5 you can cancel and get a refund (Section 9.1);

1.3.6 you have the right to nominate a Family Member to receive your Funeral Plan benefits instead of you (Section 5); and

1.3.7 Section 2 applies and you can ignore Sections 3, 4 and 9.2.

1.4 If you choose the Instalment Option:

1.4.1 your payments will be paid into the Trust (Section 3);

1.4.2 there are no age or health restrictions; **however if you are under the age of 50 at the date of application, the Funeral Director’s Costs may be higher than if you were aged over 50 and Section 7.1.7 applies;**

1.4.3 your Funeral Plan becomes effective following our acceptance as set out in Section 10.2 but the Amount Payable must have been paid before you will get your Funeral Plan benefits (Section 3.5);

1.4.4 a provisional membership card will be issued to you or your Representative which will be replaced by a full membership card and a Certificate of Entitlement when the total Amount Payable has been paid;

1.4.5 you can cancel and get a refund (Section 9.1);

1.4.6 you have the right to nominate a Family Member to receive your Funeral Plan benefits instead of you (Section 5); and

1.4.7 Section 3 applies and you can ignore Sections 2, 4 and 9.2.

1.5 If you choose the Fixed Monthly Payment Option:

1.5.1 your payments will be used to purchase a life assurance policy on your life with AXA Wealth Limited (Section 4);

1.5.2 you must be between the ages of 50 and 80 and a UK resident at the date of application and there are no health restrictions;

1.5.3 our acceptance procedure is set out in Section 10.2;

1.5.4 a provisional membership card will be issued to you or your Representative which will be replaced by a full membership card and a Certificate of Entitlement when Fixed Monthly Payments have been made for a period of 2 years;

1.5.5 other than in very limited circumstances you have no right to any repayment on cancellation (Section 9.2);

1.5.6 your Funeral Plan only becomes fully effective after 2 years (Section 4.5);

1.5.7 your Fixed Monthly Payments must be paid up to date before you will get your Funeral Plan benefits (Section 4.4);

1.5.8 there is no right to nominate a Family Member to receive your Funeral Plan benefits instead of you and Section 5 does not apply;

1.5.9 Section 4 applies and you can ignore Sections 2, 3, 5, 8.2 and 9.1; and

1.5.10 the total of the Fixed Monthly Payments paid by you could be higher than the cost of your Funeral Plan had you chosen the Single Payment or Instalment Options.

1.6 Your Funeral Plan may not cover all Third Party Costs. Please refer to Section 7 which tells you about any additional sums which your Estate may need to pay.

SECTION 2 APPLIES ONLY WHERE YOU HAVE CHOSEN THE SINGLE PAYMENT OPTION

2.1 You may choose to pay for the Single Payment by an approved debit or credit card with the completed Application Form. We do not charge an additional processing fee if you pay by debit or credit card. Alternatively Single Payments may be paid by cheque made payable to the Trust.

2.2 All sums received from you in respect of your Funeral Plan will be paid directly to the Trust without deduction. The Trust is authorised to make payments from the Trust’s funds:

2.2.1 to us in order to pay the Selected Funeral Director at the time of your funeral or prior to that time in respect of any Funeral Director Arrangement Fee;

2.2.2 in respect of refunds due to overpayment or cancellation;

2.2.3 to us to meet our overheads and operating expenses at a level agreed between us and the Trust and reviewed from time to time; and

2.2.4 to us to pay Third Party Costs.

2.3 You must notify us in writing of any change to your Funeral Plan (including your address or funeral requirements), as soon as reasonably possible after the change. A change to your Funeral Plan which is likely to have a significant cost impact (such as increased transportation costs) may result in the appointment by us of a new Selected Funeral Director and/or an increase in the Funeral Director’s Costs and/or Third Party Costs. If, as a result of such a change, the existing or new Selected Funeral Director reasonably needs to increase the Funeral Director’s Costs, the allowance for Third Party Costs or charge a Funeral Director Arrangement Fee, you must either pay any such additional sums to the Trust within 30 days of our request or the Funeral Plan will be cancelled and a refund made under Section 9.1.

SECTION 3 APPLIES ONLY WHERE YOU HAVE CHOSEN THE INSTALMENT OPTION

3.1 You may choose to pay the Deposit by an approved debit or credit card with the completed Application Form. We do not charge an additional processing fee if you pay by debit or credit card. Alternatively Deposits may be paid by cheque made payable to the Trust.

3.2 You must notify us in writing of any change to your Funeral Plan (including your address or funeral requirements), as soon as reasonably possible after the change. A change to your Funeral Plan which is likely to have a significant cost impact (such as increased transportation costs) may result in the appointment by us of a new Selected Funeral Director and/or an increase in the Funeral Director’s Costs and/or Third Party Costs. If, as a result of such a change, the existing or new Selected Funeral Director reasonably needs to increase the Funeral Director’s Costs, the allowance for Third Party Costs or charge a Funeral Director Arrangement Fee, you must either pay any such additional sums to the Trust within 30 days of our request or the Funeral Plan will be cancelled and a refund made under Section 9.1.

3.3 All sums received from you in respect of your Funeral Plan will be paid directly to the Trust without deduction. The Trust is authorised to make payments from the Trust’s funds:

3.3.1 to us in order to pay the Selected Funeral Director at the time of your funeral or prior to that time in respect of any Funeral Director Arrangement Fee;

3.3.2 in respect of refunds due to overpayments or cancellation;

3.3.3 to us to meet our overheads and operating expenses at a level agreed between us and the Trust and reviewed from time to time; and

3.3.4 to us to pay Third Party Costs.

3.4 Where we agree to accept payment of the Amount Payable by instalments over a Set Period you agree to pay the Amount Payable in the instalments and over the Set Period which we have agreed with you and will confirm separately in writing.

3.5 If, at the date of your death or, where you exercise your rights under Section 5 the date of your Nominated Family Member's death, any instalment is in arrears or any part of the Amount Payable remains unpaid the Funeral Plan benefits will still be available but only if any balance of the Amount Payable outstanding is paid by you or your Nominated Family Member's Estate to us or (if instructed by us) to the Selected Funeral Director. If the outstanding balance is not paid the Funeral Plan will be cancelled and a refund paid under Section 9.1.

3.6 You are entitled to make early settlement of the Amount Payable. To make early settlement you must pay the balance of the Amount Payable then unpaid. Contact us to discuss acceptable payment methods.

SECTION 4 APPLIES ONLY WHERE YOU HAVE CHOSEN THE FIXED MONTHLY PAYMENT OPTION

4.1 If the Fixed Monthly Payment Option is chosen, payments will be used by us to buy a life assurance policy on your life with AXA Wealth Limited. We will be the beneficiary of that policy not you or your Estate. The proceeds of that policy will belong to us to enable us to pay for your funeral services. You (or any person taking out the Funeral Plan for your benefit) will need to complete a Direct Debit instruction in favour of AXA Wealth Limited who will collect the monthly payments. AXA Wealth Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. All funeral services are arranged by us. We are not authorised nor regulated by the Financial Conduct Authority or Prudential Regulation Authority nor are we required to be but we are a registered provider with the Funeral Planning Authority. This means that you will benefit from any applicable protections available through the Funeral Planning Authority's regulations.

4.2 Any change to your Funeral Plan (including your address or funeral requirements) which is likely to have a significant cost impact may require (1) additional sums to be paid to your existing Selected Funeral Director at the time of your funeral to accommodate your wishes in line with your Funeral Plan or (2) a change of Selected Funeral Director. If so, the Guarantee given by the original Selected Funeral Director will lapse. A new Selected Funeral Director will be allocated by us and while reasonable efforts will be made by us to obtain a Guarantee from the new Selected Funeral Director, the new Selected Funeral Director may require additional sums at the time of your funeral to accommodate your wishes in line with your Funeral Plan. You will be advised in writing of an estimate of any such additional costs as at the date of the transfer to the new Selected Funeral Director. The new Selected Funeral Director will treat the proceeds available from the life assurance policy referred to in Section 4.1 as a contribution towards your funeral costs. Your monthly payments will not change in any way and your Estate must make a separate payment for any additional costs and/or Third Party Costs to the new Selected Funeral Director at the time of the funeral.

4.3 Except as stated in Section 4.2 you will be unable to modify or amend any of the arrangements in your Funeral Plan before the funeral. Any proposed changes or additions made to such arrangements at the time of your funeral must be agreed separately with the Selected Funeral Director with additional payment for any amended or additional services or items made (without our involvement) direct to the Selected Funeral Director.

4.4 The Fixed Monthly Payments will be fixed and cannot be altered. The amount of the Fixed Monthly Payment is determined by the Funeral Plan chosen by you, any personalisation options included within your Funeral Plan 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 6 to 7 weeks after the start date of your Funeral Plan which is the date on which we accept your application (see Section 10.2). You must keep paying them until the anniversary of the start date prior to your 90th birthday, or until your death, if sooner, when payments stop. If any Fixed Monthly Payments are not made on the due date(s), you will be advised of this and we will allow 30 days of grace during which time you can pay the outstanding payments and the Funeral Plan will be unaffected. If the outstanding Fixed Monthly Payment(s) are not received within 30 days you will be sent a reminder. If the outstanding Fixed Monthly Payments are still not paid, then the Funeral Plan will be cancelled **and you will not get any money back.**

4.5 If your date of death is more than 2 years from your Funeral Plan's start date, any outstanding Fixed Monthly Payments (maximum 1 month) must be paid prior to receipt of the Funeral Plan benefits. **If your date of death is less than 2 years from the start date, the benefits of the Funeral Plan including the Guarantee will not be available. Instead, we will, provided that all Fixed Monthly Payments due at the date of death have been paid, (1) pay a sum equivalent to 120% of the Fixed Monthly Payments actually paid, to the**

Selected Funeral Director as a contribution towards your funeral costs (with your Estate making a separate payment directly to the Selected Funeral Director of all additional costs and Third Party Costs required to carry out the funeral arrangements as advised by the Selected Funeral Director) or (2) if confirmed in writing by your Estate, pay that sum to it.

SECTION 5 YOUR RIGHT TO NOMINATE A FAMILY MEMBER TO RECEIVE YOUR FUNERAL PLAN BENEFITS (SINGLE PAYMENT AND INSTALMENT OPTIONS ONLY)

5.1 Where you choose the Single Payment Option or the Instalment Option your Funeral Plan is available primarily for you but if a Family Member dies before you, then you have the option to transfer the benefit of the funeral arrangements under your Funeral Plan to that Family Member. A change of any arrangements within the Funeral Plan (including address or funeral requirements) following such a transfer may result in the appointment by us of a new Selected Funeral Director and/or additional sums being due by you because of increases in either or both of the Funeral Director's Costs and/or Third Party Costs. If the existing or new Selected Funeral Director wishes to increase any of the Funeral Director's Costs or the allowance for Third Party Costs or charge a Funeral Director Arrangement Fee, you (or your Nominated Family Member's Estate) must either pay such additional sums as we notify to you or your transfer will lapse and the benefit of the funeral arrangements under the Funeral Plan will stay with you as detailed in Section 5.2.

5.2 Your Funeral Plan is for the funeral arrangements of one person only whether that is you or your Nominated Family Member. If there is a change of Selected Funeral Director or the arrangements within your Funeral Plan as a result of you nominating a Family Member under Section 5.1 and any additional sums required are not paid, your Funeral Plan will not be cancelled and the benefit of it will instead automatically stay with you in line with the arrangements originally agreed.

5.3 In the event of any dispute arising following your nomination of a Family Member under Section 5.1, the benefit of the funeral arrangements under your Funeral Plan will, at our option, stay with you and the funeral arrangements of the Nominated Family Member will not be carried out. We will not be responsible for the resolution of any such dispute.

SECTION 6 WHAT IS COVERED BY YOUR FUNERAL PLAN?

6 Subject to the exceptions set out in Sections 4 and 7, your Funeral Plan will include:

6.1 all the Funeral Director's Costs except for additional transportation costs as referred to in Sections 7.1.8 and 7.1.11 and other additional costs as referred to in Sections 7.1.9 and 7.1.10; and

6.2 an allowance for Third Party Costs.

SECTION 7 WHAT IS NOT COVERED BY YOUR FUNERAL PLAN?

7.1 Your Funeral Plan will require you or your Estate (or your Nominated Family Member's Estate where Section 5.1 applies) to pay additional sums as follows:

7.1.1 where there has been a change to your Funeral Plan and Sections 2.3 or 3.2 or 4.2 apply, the amount required under these Sections;

7.1.2 any difference between the allowance for Third Party Costs and the actual amount (if greater) of Third Party Costs incurred by us or the Selected Funeral Director at the time of your funeral;

7.1.3 where you nominate a Family Member to receive the benefits of your Funeral Plan, any sums due under Section 5.1;

7.1.4 any additional amounts required to be paid under Section 8.2;

7.1.5 any Value Added Tax due under Section 10.4;

7.1.6 any sum due under Section 3.5 where the Amount Payable has not been fully paid or any arrears of Fixed Monthly Payments under Section 4.4;

7.1.7 any sum due under Section 1.3.2 or 1.4.2 if you are under the age of 50 at the date of application; the amount of such sum will be advised to you and may be requested and become payable at any time after we accept your Funeral Plan;

7.1.8 if requested by the Selected Funeral Director, any additional costs incurred by the Selected Funeral Director in relation to transportation to and/or from the place(s) (1) at which your funeral (or your Nominated Family Member's funeral) occurs and/or (2) from which the body is collected, if such place(s) are more than 15 miles from the Selected Funeral Director's premises closest to your home address;

7.1.9 any additional costs (including for time) incurred by the Selected Funeral Director if you or your Nominated Family Member or Estate choose a crematorium which is more than 15 miles from the Selected Funeral Director's premises;

7.1.10 an appropriate sum to reflect the additional time and resources used by the Selected Funeral Director if the duration of your or your Nominated Family Member's funeral service is (at your own or your Estate's request) significantly longer than average; and

7.1.11 any transportation costs incurred, if you or your Nominated Family Member die outside of the UK, in repatriating you or your Nominated Family Member back to an airport or port in mainland UK. For residents of Northern Ireland, additional costs for transportation to a port or airport in Northern Ireland from outside of the UK or from mainland UK apply.

7.2 Your Estate (or your Nominated Family Member's Estate where Section 5.1 applies) must, to enable the Selected Funeral Director to carry out your (or your Nominated Family Member's) funeral arrangements, pay to us or to our order the additional sums referred to in this Section 7. Neither the Trust, us, the Selected Funeral Director or (where the Fixed Monthly Payment Option is chosen) AXA Wealth Limited will be responsible for those sums.

SECTION 8 YOUR SELECTED FUNERAL DIRECTOR AND YOUR FUNERAL ARRANGEMENTS

8.1 We will appoint the Selected Funeral Director as our sub contractor to carry out your funeral arrangements (or any Nominated Family Member's funeral arrangements where Section 5.1 applies) and will, subject to Sections 4.2 and 7 have the Selected Funeral Director provide the Guarantee. We will use reasonable efforts to ensure that the highest quality of service is provided by the Selected Funeral Director.

8.2 Where you have chosen the Single Payment Option or the Instalment Option (but not where you have chosen the Fixed Monthly Payment Option) you may at any time prior to your death, by giving us written notice, request the appointment of a different Selected Funeral Director. We will use reasonable efforts to comply with your request. If such a change is reasonably capable of being made and is made by us, we will notify you. A change of Selected Funeral Director may result in additional sums being payable by you at the time of change due to differences in either or both of the Funeral Director's Costs of the new Selected Funeral Director and/or the Third Party Costs expected to be incurred by the new Selected Funeral Director. If the new Selected Funeral Director wishes to increase either or both of the Funeral Director's Costs or allowance for Third Party Costs or charge a Funeral Director Arrangement Fee, you must either pay such additional sums as we may notify in writing within 30 days of such notification or the Funeral Plan will be cancelled and a refund made under Section 9. We will have no liability to you if such a change is not reasonably capable of being made and is not made. If the appointment of a different Selected Funeral Director is not possible or reasonably practicable for any reason or if you do not pay any additional sums required, your Funeral Plan will be cancelled and a refund will be available under Section 9.

8.3 We have the right to appoint a Selected Funeral Director if you do not appoint one, or when there is no Selected Funeral Director appointed due to the operation of Section 8.2.

8.4 We will ensure that the Selected Funeral Director carries out your funeral arrangements in accordance with your Funeral Plan or, in the event of failure by the Selected Funeral Director, that an alternative Selected Funeral Director chosen by us carries out the funeral arrangements in the same manner (subject to Sections 4 and 7).

8.5 Our responsibility will only be for the performance of your funeral arrangements (or your Nominated Family Member's where Section 5.1 applies) as specified in the Funeral Plan. We will have no responsibility for any additional services, items or costs unless we or the Selected Funeral Director were responsible for organising or providing those items or services.

SECTION 9 YOUR RIGHT TO CANCEL AND GET A REFUND

SINGLE PAYMENT OPTION AND INSTALMENT OPTION ONLY

9.1 A refund of all sums paid will be made (in line with the Application Form) if written notice of cancellation is received by us within 30 days of our written acceptance. If written notice of cancellation is received after such 30 day period, we will charge a cancellation fee of £199 and the Selected Funeral Director will retain any Funeral Director Arrangement Fee. Those sums will be deducted from the sums to be refunded to you.

FIXED MONTHLY PAYMENT OPTION ONLY

9.2 If you wish to cancel the Funeral Plan (1) within 30 days of our written acceptance, you must send written notice to us and any payments made by you or on your behalf will be refunded in full; or (2) after such 30 day period, you must send written notice to us; **there is no cash in value at any time and no refund of any sums paid will be made.** In both cases the Funeral Plan will be cancelled.

ALL PAYMENT OPTIONS

9.3 No Funeral Plan may be cancelled after your death (or the death of your Nominated Family Member where Section 5.1 applies) unless agreed in writing by us with your (or your Nominated Family Member's) Estate. If any person wishes, after your death, to have your (or your Nominated Family Member's) funeral arrangements carried out by someone instead of the Selected Funeral Director, unless otherwise agreed by us, they must pay for such funeral arrangements themselves.

SECTION 10 GENERAL PROVISIONS WHICH APPLY REGARDLESS OF PAYMENT OPTION CHOSEN

10.1 Instructions

We may act in accordance with the instructions of and communicate with either you or your Representative (but not a Family Member unless he/she is a Representative) on all matters relating to your Funeral Plan. References to you will therefore include references to your Representative (instead of you) where appropriate. However, in the event of any inconsistency between instructions given by you (including any person legally authorised to deal with your affairs) and by your Representative in relation to the Funeral Plan we will give priority to your instructions (or any such legally authorised persons). Any person over the age of 16 (in Scotland) and over the age of 18 (in England and Wales) with an insurable interest in your life can take out a Funeral Plan for your benefit. Such a person will be your Representative.

10.2 Acceptance

Within 30 days of receipt of a completed Application Form, we will notify you of our acceptance or rejection of the application. Applications will be rejected where our requirements for applications as specified in the Application Form have not been complied with or it is not completed correctly. No contract exists between us until we have notified you of our acceptance. No contract will exist or be enforceable between us and any Family Member or Nominated Family Member.

10.3 Applicable Law

English law applies to your Funeral Plan unless you live in Scotland where Scots law will apply instead or if you live in Northern Ireland, the law of Northern Ireland will apply instead.

10.4 VAT

On the basis of current legislation, no Value Added Tax has been added to any of the sums payable under your Funeral Plan. If VAT legislation or HM Revenue & Customs' practice or interpretation of VAT legislation changes, we may add Value Added Tax to any relevant sum which shall then be payable by you or your Estate.

10.5 Complaints

If you are not satisfied with any aspect of your Funeral Plan, you should in the first instance contact us.

Call our Customer Resolution Team on: 0800 171 2955

Or write to us at our Head Office:

Customer Resolution Manager, Canniesburn Gate, 10 Canniesburn Drive, Bearsden, Glasgow G61 1BF

Or email: customer.resolution@goldencharter.co.uk

We will acknowledge your complaint within 7 working days of receipt and aim to resolve it within no more than 20 working days of receipt.

If we cannot resolve your complaint to your entire satisfaction then you should contact:

The Funeral Planning Authority Limited
Tel: 0845 601 9619
Email: info@funeralplanningauthority.co.uk

SECTION 11 DEFINITIONS

We use the following definitions in your Funeral Plan:

"Amount Payable" means (where payment is made by the Single Payment Option or by the Instalment Option) the total sum payable for your Funeral Plan (excluding additional sums payable as referred to in Section 7);

"Application Form" means our application form for your Funeral Plan;

"Certificate of Entitlement" means the document giving details of your Funeral Plan given to you as referred to in Section 1; a copy of the Certificate of Entitlement is also sent to you to give to your next of kin so they are aware that you hold a plan and know how to proceed when the time comes;

"Deposit" means, where you have chosen the Instalment Option, the first payment to be made by you as detailed in the Application Form;

"Estate" means your next of kin, executors, trustees and/or your Representative who are legally authorised to act for you after your death; where Section 5 applies this term will also cover the next of kin, executors and/or trustees of your Nominated Family Member;

"Family Member" means any person who is your spouse, civil partner, parent, grandparent, sibling, aunt, uncle, nephew, niece, child or step-child or in an enduring relationship with you or any relative of such a person, whether or not they reside with you or at another address within the United Kingdom;