

## 10.7 Updates (Additional Will Services only)

Where you have selected Additional Will Services and provided that your Will stays within the scope of a Will as set out in Section 8.3, we will at no extra cost to you update your or your Nominated Family Member's or friend's Will as reasonably requested but not more than once per year during the period of 10 years from the date we provided your original Will (or until the date of your or your Nominated Family Member's death if earlier). We will prepare a new Will for each update instructed. If you wish us to make major changes to your original Will or the instructions mean it will no longer be a Will as defined in Section 8.3, additional charges as advised by us will become payable by you.

## 10.8 Signing

Your Will must be signed in accordance with the signing instructions which we give. If your Will is not signed and witnessed correctly it may be invalid and we do not accept responsibility for its validity.

## 10.9 Capacity

By completing our Application Form and answering any additional telephone questions or completing your Application Form exclusively by telephone, you confirm you are not subject to coercion or undue influence and that you have sufficient mental capacity to make and execute your Will and have not been subject to undue or inappropriate influence. Where you nominate a Family Member or friend to receive the Will Services under Section 6, we may seek appropriate confirmation to that effect from that person.

**10.10** You are not obliged to take a Will or to nominate a Family Member or friend to do so. If you do not choose to do so you may still do so by contacting us at any time as long as your Funeral Plan has not been cancelled.

**10.11** Upon cancellation of your Funeral Plan, where Sections 10.6 and 10.7 apply, we will no longer be obliged to store your Will or provide updates.

## 10.12 Who may benefit from the Will Services?

The Will Services are provided solely for the benefit of you or any person nominated by you under Section 6 and (where applicable) any spouse or civil partner under Section 10.13 and that of your or their Beneficiaries (as appropriate). We do not assume any liability to anyone else in relation to the Will Services. Our advice is confidential to you and we are not responsible if you make it available to third parties.

**10.13** Where your spouse or civil partner, or the spouse or civil partner of the Family Member or friend you nominate to receive your Will Services instead of you, wishes to make a Will identical to your or your Nominated Family Member's or friend's Will (other than to change the main beneficiary) we will prepare a Will for that person for no additional charge. All provisions applicable to Will Services (including Section 10) will apply to any such additional Will. **Please note that an additional Will is only available for no additional charge if it is identical (other than as to the main beneficiary) to the first Will provided.** If there are any other material differences then additional charges will be payable.

## SECTION 11 YOUR RIGHT TO CANCEL AND GET A REFUND

### SINGLE PAYMENT OPTION ONLY

**11.1** A refund of all sums paid will be made (in line with the Application Form) if written notice of cancellation of your Funeral Plan 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 £249 and the Selected Funeral Director will retain any Funeral Director Arrangement Fee. This sum will be deducted from the sums to be refunded.

### 12 MONTHLY PAYMENT OPTION ONLY

**11.2** 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 £249 and the Selected Funeral Director will retain any Funeral Director Arrangement Fee. This sum will be deducted from the sums to be refunded to you.

### LOW COST INSTALMENT OPTION ONLY

**11.3** 11.3 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. **You cannot cancel your Funeral Plan after such 30 day period and no refund will be paid to you.** The instalments paid by you will be treated as set out in Sections 4.5, 4.7, 4.8 or 4.11.

### FIXED MONTHLY PAYMENT OPTION ONLY

**11.4** 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

**11.5** No Funeral Plan may be cancelled after your death (or the death of your Nominated Family Member where Section 6 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.

**11.6** We may cancel your Funeral Plan and cease to act for you where there is good reason. Good reasons will include (but are not limited to):

**11.6.1** where a conflict of interest arises;

**11.6.2** if you fail to provide us with adequate instructions.

If we cancel in the circumstances set out above you will receive immediate notice in writing. Subject to your statutory rights, if we cancel in such circumstances you must pay us all fees and charges incurred before cancellation.

**11.7** Your rights to cancel under this Section 11 are more favourable to you than the cancellation rights afforded to you under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Accordingly, you do not need to avail yourself of the statutory cancellation rights available to you under these Regulations and we do not need to provide further information to you about them.

**11.8** All refunds made by us will be made (1) to the person who made the original payment to us (whether that person is you or someone who purchased and paid for your Funeral Plan for you or on your behalf) and (2) in line with the original method of payment.

## SECTION 12 GENERAL PROVISIONS WHICH APPLY REGARDLESS OF PAYMENT OPTION CHOSEN

### 12.1 Instructions

**12.1.1** 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 Services. 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 Services or your Will Services we will give priority to your instructions (or any such legally authorised persons).

**12.1.2** We will not take instructions on Will Services or any Will from anyone other than the person whose Will is being written. We may ask for appropriate proof of identity to be provided to us or to our agent. The person whose Will is being written will need to provide their current full valid passport or photographic drivers licence and a recent original utility bill or bank statement to us or to one of our representatives.

**12.1.3** Where you nominate a Family Member or friend under Section 6 to receive the Funeral Services and/or the Will Services we will have obligations of confidentiality under relevant data protection legislation to that person. That means that we may not be in a position to provide information to you without that person's consent.

### 12.2 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.

### 12.3 Applicable Law

**12.3.1** 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 where the law of Northern Ireland will apply instead.

**12.3.2** We will draft your Will under the laws of England and Wales, Scotland or Northern Ireland depending on where you normally reside. We are unable to assist you if you would like your Will to be governed by the law of another country or if you would like it to be governed by religious laws.

### 12.4 VAT

On the basis of current legislation, no Value Added Tax has been added to any of the sums payable under your Funeral Services but VAT is included with the sums payable for your Will Services. If VAT legislation or HM Revenue & Customs' practice or interpretation of VAT legislation changes, we may add Value Added Tax to any relevant sum that is not already included which shall then be payable by you or your Estate.

### 12.5 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 seven 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

**The Funeral Planning Authority will not consider complaints relating to Will Services or Additional Will Services.**

### 12.6 Document Retention

We will retain the originals of your Application Form and any other documentation completed and/or signed by you relating to your Funeral Services for only a short period after we accept your application on the understanding that we have your authority to destroy them. We will retain a scanned pdf version of such documents after destroying the originals. You agree that we can rely on any such scanned document in place of the original. This does not apply to any Will (please see Section 10).

## SECTION 13 DEFINITIONS

We use the following definitions in your Funeral Plan, its accompanying literature and, where applicable, in the Funeral Director Terms and Conditions:

**“Additional Will Services”** means the storage and update services in relation to a Will as detailed in Sections 10.6 and 10.7;

**“Adjusted Amount”** means the sum of the Funeral Director's Costs (excluding any Funeral Director Arrangement Fee already paid) plus an allowance for Third Party Costs (as detailed in the Application Form) adjusted by the Trust Growth Factor less any balance of the Amount Payable paid directly to the Selected Funeral Director under Sections 3.5, 4.5 or 4.8;

**“Amount Payable”** means (where payment is made by the Single Payment Option, the 12 Monthly Payment Option or the Low Cost Instalment Option) the total sum payable for your Funeral Plan (excluding additional sums payable as referred to in Section 8);

**“Application Form”** means our Independent Way Plus application form for your Funeral Plan;

**“Beneficiaries”** means your beneficiaries under your Will;

**“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 12 Monthly Payment Option or the Low Cost Instalment Option, the first payment of not less than £49 to be made by you;

**“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 6 applies this term will also cover the next of kin, executors and/or trustees of your Nominated Family Member;

**“Funeral Plan”** means the pre-paid Funeral Services and Will Services offered by us as part of the Independent Way Plus 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;

**“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;

**“Fixed Monthly Payment Option”** means the payment option defined in Section 1.2.4;

**“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 5;

**“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 Services”** means the services to be provided in connection with your funeral arrangements (or your Nominated Family Member's funeral arrangements where Section 6 applies) which will be provided by us or the Selected Funeral Director as detailed in our brochure;

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

## FUNERAL DIRECTOR TERMS & CONDITIONS (2015) INDEPENDENT WAY PLUS 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 Services 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 Services 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 Services 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 us 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 Services the Selected Funeral Director will be entitled to payment from us and should (1) where payment has been made by the Single Payment Option or the 12 Monthly Payment Option or the Low Cost Instalment Option invoice us for the Adjusted Amount or (2) where payment has been made by Fixed Monthly Payments invoice us for the sum we intimate for the relevant Funeral Plan as at the date of the Beneficiary's death. The Selected Funeral Director will have no recourse against us or the Trust in the event that the Adjusted Amount as confirmed by us or 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 Sections 4 and 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 as adjusted by the Trust Growth Factor 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 cooperate 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.

**“Low Cost Instalment Option”** means the payment option defined in Section 1.2.3;

**“Nominated Family Member”** means a Family Member nominated by you under Section 6.2;

**“Payment Information Sheet”** means the information sheet we provide with the Application Form setting out Funeral Plan costs including the Deposit and any additional charges;

**“Planholder”** means the person who purchases a Funeral Plan;

**“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 to provide the Funeral Services;

**“Set Period”** means (1) where the 12 Monthly Payment Option is chosen the period of up to 12 months as agreed with you over which we may accept payment of the Amount Payable; or (2) where the Low Cost Instalment Option is chosen, the period of not less than 24 months and up to 30 years as agreed with you over which we may accept payment of the Amount Payable by instalments; the Set Period must be a multiple of full years if in excess of 24 months and is limited as set out in Section 4.4;

**“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;

**“12 Monthly Payment Option”** means the payment option defined in Section 1.2.2;

**“Third Party Costs”** means those costs and fees in respect of Funeral Services 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;

**“Trust Growth Factor”** means the factor, as confirmed by us (on the advice of the actuaries of the Trust and with the guidance of the trustees of the Trust), applicable as at the date of your or your Nominated Family Member's (as appropriate) death having regard to (i) the growth in the Independent Way sub-fund of the Trust in the period between the application for your Funeral Plan being accepted by us and the date of the regular actuarial review date immediately prior to the date of death and (ii) any other factors considered relevant by the actuaries and/or the trustees of the Trust;

**“We” or “us”** means Golden Charter Limited, One London Wall, London EC2Y 5AB;

**“Will”** means the Will we will write for you as part of the Will Services in accordance with these Terms and Conditions as defined in Section 8.3;

**“Will Services”** means the Will writing and related services to be provided by us to you where selected by you in our Application Form involving the preparation of and advice on your Will as detailed in Section 10 but excluding Additional Will Services; and

**“You”** means the person to whom Will Services are to be provided and whose Funeral Services are to be provided under the Funeral Plan (whether purchased by you or by another person on your behalf) unless you nominate a Family Member (or friend) under Section 6 to receive either or both of such services.

**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.

**6** Definitions are contained in the Independent Way Plus Funeral Plans Terms & Conditions (“Terms and Conditions”) as current from time to time.

# THE *Independent Way Plus* Terms and Conditions TCS119-0416

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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 13. Your Funeral Plan covers the provision of both (1) Funeral Services (Section 9) and (2) Will Services (Section 10). You do not have to buy a Funeral Plan to receive Will Services from us. **You may choose instead to purchase Will Services (or other related legal services) from us separately. We will advise you of our charges if you wish to do so.** A Funeral Plan is not available to you if you normally reside outside of England, Wales, Scotland or Northern Ireland.

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

**1.2.1** the Single Payment Option where the Amount Payable is paid in a Single Payment to the Trust on the basis that the Trust will make a payment to us for any applicable Will Services and/or Additional Will Services and retain the balance for your Funeral Services as detailed in Section 2;

**1.2.2** the 12 Monthly Payment Option where the Amount Payable is paid over a Set Period of up to 12 months and the Deposit is used to pay for your Will Services and/or Additional Will Services in full as referred to in Section 3;

**1.2.3** the Low Cost Instalment Option where the Amount Payable is paid in instalments over a Set Period; if you choose to pay a Deposit it will be used to pay for your Will Services and your Additional Will Services in full but, if you choose not to, the first three instalments are used to pay for your Will Services in full and the fourth instalment is used to pay for your Additional Will Services in full, in both cases as referred to in Sections 4 and 10; or

**1.2.4** 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 5.

**1.3** If you choose the Single Payment Option:

**1.3.1** your payment will be paid to the Trust and (1) where you have selected Will Services and/or Additional Will Services the Trust will make a payment to us for your Will Services and Additional Will Services (as appropriate) and retain the balance for your Funeral Services or (2) where you have not selected Will Services and/or Additional Will Services will be retained by the Trust (Section 2);

**1.3.2** there are no age or health restrictions;

**1.3.3** your Funeral Plan becomes effective following our acceptance as set out in Section 12.2;

**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 11.1);

**1.3.6** you have the right to nominate a Family Member to receive the Funeral Services and/or a Family Member or friend to receive the Will Services instead of you (Section 6);

**1.3.7** you may choose to take the Will Services and the Additional Will Services (or nominate a Family Member or friend to do so) by making the appropriate selections in our Application Form (see Section 10); Sections 10.6 and 10.7 only apply if you have chosen the Additional Will Services; and

**1.3.8 Section 2 applies and you can ignore Sections 3, 4, 5, 11.2, 11.3 and 11.4.**

**1.4** If you choose the 12 Monthly Payment Option:

**1.4.1** your payments will be paid to the Trust; if you have not selected Will Services or Additional Will Services, all your payments will be retained by the Trust; if you have selected Will Services but not Additional Will Services, part of your Deposit will be paid by the Trust to us to pay for the Will Services in full and all your other payments will be used to pay for your Funeral Services and retained by the Trust; if you have selected the Additional Will Services, your Deposit will be paid by the Trust to us to pay for the Will Services and Additional Will Services in full and all your other payments will be used to pay for your Funeral Services and retained by the Trust (Section 3);

**1.4.2** the level of your Deposit will depend on whether or not you choose Will Services/Additional Will Services;

**1.4.3** there are no age or health restrictions;

**1.4.4** your Funeral Plan becomes effective following our acceptance as set out in Section 12.2 but the Amount Payable must have been paid before you will get your Funeral Plan benefits (Section 3.5);

**1.4.5** 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 Amount Payable has been paid;

**1.4.6** you can cancel and get a refund (Section 11.2);

**1.4.7** you have the right to nominate a Family Member to receive the Funeral Services and/or a Family Member or friend to receive the Will Services instead of you (Section 6);

**1.4.8** you may choose to take the Will Services and the Additional Will Services (or nominate a Family Member or friend to do so) by making the appropriate selections in our Application Form (see Section 10); Sections 10.6 and 10.7 only apply if you have chosen the Additional Will Services; and

**1.4.9 Section 3 applies and you can ignore Sections 2, 4, 5, 10.6, 10.7, 11.1, 11.3 and 11.4.**

**1.5** If you choose the Low Cost Instalment Option:

**1.5.1** your payments will be paid to the Trust; if you have not selected Will Services or Additional Will Services, all your payments will be retained by the Trust; where you choose to pay a Deposit and have selected Will Services and/or Additional Will Services it and some other payments will be paid out by the Trust to us to pay for your Will Services and your Additional Will Services in full and to cover our initial expenses; or (2) where you choose not to pay a Deposit and have selected Will Services and/or Additional Will Services, your first three instalments and some other payments will be paid out by the Trust to us to pay for your Will Services in full and to cover our initial expenses and your fourth instalment will be paid out by the Trust to us to pay for your Additional Will Services where chosen by you (Section 4);

**1.5.2** you must be under the age of 78 years at the date of our acceptance of your Funeral Plan and there are no health restrictions;

**1.5.3** your Funeral Plan becomes effective following our acceptance as set out in Section 12.2 and, in most circumstances (but not all), even if the full Amount Payable has not been paid the sums you have paid will be used as a contribution towards the cost of your Funeral Plan (Sections 4.5 and 4.8);

**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 the Amount Payable has been paid;

**1.5.5** you have the right to nominate a Family Member to receive the Funeral Services and/or a Family Member or friend to receive the Will Services instead of you (Section 6);

**1.5.6 other than in very limited circumstances you will not have the right to cancel and receive a repayment and instead the sums paid by you will be used to pay for your Will Services (if applicable) and as a contribution towards the cost of your (or your Nominated Family Member's) Funeral Services (Sections 4.5, 4.8 and 11.2);**

**1.5.7** you may choose to take the Will Services and the Additional Will Services (or nominate a Family Member or friend to do so) by making the appropriate selections in our Application Form (see Section 10); Sections 10.6 and 10.7 only apply if you have chosen the Additional Will Services; and

**1.5.8 Section 4 applies and you can ignore Sections 2, 3, 5, 11.1, 11.2 and 11.4.**

**1.6** If you choose the Fixed Monthly Payment Option:

**1.6.1** your payments will be used to purchase a life assurance policy on your life with AXA Wealth Limited (Section 5);

**1.6.2 you must be between the ages of 50 and 80 and a UK resident** at the date of our acceptance of your Funeral Plan application and there are no health restrictions;

**1.6.3** our acceptance procedure is set out in Section 12.2;

**1.6.4** 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 two years;

**16.11 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 Option, the 12 Monthly Payment Option or the Low Cost Instalment Option.**

**17 Your Funeral Plan may not cover all Third Party Costs for your Funeral Services. Please refer to Section 8 which tells you about any additional sums which your Estate may need to pay.**

**18 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 but only for your Funeral Services and not for your Will Services or Additional Will Services or for any life assurance policy referred to in Section 5.**

**19 We have no obligation to provide Will Services or Additional Will Services to you or any Family Member or friend nominated by you unless instructed to do so within six months of our acceptance of your Funeral Plan (Section 10.2).**

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

**2.1** You may choose to pay 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 Golden Charter Trust.

**2.2** From the sums received from you the Trust will pay to us, where you have chosen Will Services and/or Additional Will Services, a sum for the provision of your Will Services and/or Additional Will Services (as appropriate) within two working days of your application being processed. The whole Amount Payable (where you have not chosen Will Services and/or Additional Will Services) or the balance of the Amount Payable (where you have chosen Will Services and/or Additional Will Services) will be used to pay for your Funeral Services and for other authorised purposes and retained by the Trust. The Trust is authorised to make payments:

**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, administration and operating expenses at a level agreed between us and the Trust and reviewed from time to time;

**2.2.4** to us to pay Third Party Costs; and

**2.2.5** to us to pay for your Will Services and/or Additional Will Services.

**2.3** You must notify us in writing of any change to your Funeral Services (including your address or funeral requirements), as soon as reasonably possible after the change. A change to your Funeral Services 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 and/or the allowance for Third Party Costs or charge a Funeral Director Arrangement Fee, you must either pay any such additional sums to us within 30 days of our request or your Funeral Plan will be cancelled and a refund made under Section 11.1.

#### **SECTION 3 APPLIES ONLY WHERE YOU HAVE CHOSEN THE 12 MONTHLY PAYMENT 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 Golden Charter Trust. You must pay the monthly instalments by Direct Debit and you (or any person taking out the Funeral Plan for your benefit) will need to complete a Direct Debit instruction in favour of the Trust.

**3.2** You must notify us in writing of any change to your Funeral Services (including your address or funeral requirements) as soon as reasonably possible after the change. A change to your Funeral Services 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, or 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 11.2.

**3.3** If you have chosen the Will Services but not the Additional Will Services, part of your Deposit will be paid by the Trust to us to pay for your Will Services in full and the balance of your Deposit will be retained by the Trust. If you have chosen the Additional Will Services, your Deposit will be paid by the Trust to us to pay for your Will Services and Additional Will Services in full. Where you have not chosen Will Services and/or Additional Will Services all sums paid by you, or, where you have chosen Will Services and/or Additional Will Services, all sums received from you less all or part of your Deposit (as appropriate), will be used to pay for your Funeral Services and for other authorised purposes and retained by the Trust. The Trust is authorised to make payments:

**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 overpayment or cancellation;

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

**3.3.4** to us to pay Third Party Costs; and

**3.3.5** to us to pay for your Will Services.

**3.4** Where we agree to accept payment of the Amount Payable by the 12 Monthly Payment Option over a Set Period you agree to pay the Amount Payable over the Set Period which we have agreed with you and will confirm separately in writing. The maximum Set Period available to you will be 12 months and there are no additional charges for using such payment option.

**3.5 If, at the date of your death or, where you exercise your rights under Section 6.1, the date of your Nominated Family Member's death, any payment is in arrears or any part of the Amount Payable remains unpaid the Funeral Services 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 11.2.**

**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.

**3.7 If you choose the 12 Monthly Payment Option you cannot subsequently choose to pay by the Low Cost Instalment Option.**

#### **SECTION 4 APPLIES ONLY WHERE YOU HAVE CHOSEN THE LOW COST INSTALMENT OPTION**

**4.1** You may choose to pay a Deposit and, if you do so, you can pay 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 Golden Charter Trust. You must pay the monthly instalments by Direct Debit and you (or any person taking out the Funeral Plan for your benefit) will need to complete a Direct Debit instruction in favour of the Trust. If any instalments are not paid 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 your Funeral Plan will be unaffected. If the outstanding instalments are not received within 30 days you will be sent a reminder. If the outstanding instalments are still not paid then Section 4.5 will apply if you have already paid not less than 12 monthly instalments or Section 4.11 will apply if you have paid fewer than 12 monthly instalments.

**4.2** You must notify us in writing of any change to your Funeral Services (including your address or funeral requirements) as soon as reasonably possible. If you change your funeral requirements or your circumstances change and this is likely to have a significant cost impact (such as increased transportation costs) then we will recalculate the level of the monthly instalments payable by you. We will advise you of the amended level of the instalments due by you before confirming the change to your Funeral Plan. In addition, a change to your Funeral Plan which is likely to have a significant cost impact may result in the appointment by us of a new Selected Funeral Director. If you do not wish to pay instalments at the amended level and you do not wish to cancel any proposed change:

**4.2.1 if you have paid not less than 12 monthly instalments, Section 4.5 will apply** and the sums you have paid will be treated as a contribution towards your Funeral Plan costs; or

**4.2.2 if you have paid fewer than 12 monthly instalments, unless Section 4.7 applies, Section 4.11 will apply and all sums you have paid will be retained by us.**

**4.3** From the sums received from you the Trust will pay a sum to us to pay for your Will Services and/or Additional Will Services (as applicable) in full and a sum to cover our initial expenses as referred to in Sections 1.2,3 and 1.5.1. All other sums received from you in respect of your Funeral Plan will be retained by the Trust and used to pay for your Funeral Services and for other authorised purposes. The Trust is authorised to make payments:

**4.3.1** 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;

**4.3.2** for contributions towards Funeral Services costs as set out in Sections 4.5 and 4.8;

**4.3.3** to us where Section 4.11 applies;

**4.3.4** to us to meet our overheads, administration and operating expenses at a level agreed between us and the Trust and reviewed from time to time;

**4.3.5** to us to pay Third Party Costs; and

**4.3.6** to pay for your Will Services and/or Additional Will Services

**4.4** Where we agree to accept payment of the Amount Payable by the Low Cost Instalment Option you agree, subject to Sections 4.5, 4.6 and 4.7, 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. The level of the instalments payable by you is determined by:

**4.4.1** the Funeral Services chosen by you (including any personalisation options);

**4.4.2** your age at the date of our acceptance of your Funeral Plan; and

**4.4.3** the period over which you wish to pay the instalments.

The minimum Set Period is 24 months and the maximum Set Period available to you will be the lesser of (1) 30 years and (2) the number of full years between your age at the date of our acceptance of your Funeral Plan and 80 years.

**4.5** You may choose, but only after paying not less than 12 monthly instalments, to stop paying the instalments otherwise due by you. If you do so your Funeral Plan payments will not be refunded to you or your Estate or your Nominated Family Member's Estate. If you, your Estate or your Nominated Family Member's Estate (as appropriate) pay the outstanding balance of the Amount Payable and any sums due under Section 8 to us or to the Selected Funeral Director (as advised by us) when your or your Nominated Family Member's funeral is carried out, the benefits of your Funeral Plan including the Guarantee will still be available. If your Estate or your Nominated Family Member's Estate chooses not to pay the outstanding balance of the Amount Payable provided you have paid not less than 12 monthly instalments, either (1)

all sums paid by you less our administration fee of £399 or, if less, (2) the Amount Payable had you chosen to pay by the Single Payment Option, will be retained in the Trust and then treated as a contribution towards the cost of your or your Nominated Family Member's Funeral Services and paid by us directly to the Selected Funeral Director. **If the outstanding balance of the Amount Payable and any sums due under Section 8 are not paid when your or your Nominated Family Member's funeral is carried out, the benefits of your Funeral Plan including the Guarantee will not be available.**

**4.6** If you have paid not less than 12 monthly instalments and you stop paying the instalments due by you, you may on one occasion only re-start payment at a later date but we may increase the instalment payments due by you to reflect the instalments not paid and the period of non-payment. We may instead agree an extended Set Period with you in order to keep your monthly instalments at the same level but subject to Section 4.4. We will advise you in writing of any change to the instalments or amended Set Period as a result of this Section 4.6.

**4.7 If you die within 12 months of you paying the first instalment due by you, all sums paid by you will be refunded to your Estate and the benefits of your Funeral Plan including the Guarantee will not be available.** Your Estate may (but is not obliged to) use such sum as a contribution to the cost of your or your Nominated Family Member's funeral and make up the balance of such cost by making payment direct to the Selected Funeral Director. If your Estate chooses to do so you, your Estate or your Nominated Family Member's Estate (as appropriate) will then be obliged to make a separate payment to the Selected Funeral Director of the outstanding balance of the Amount Payable and any sums due under Section 8 when your or your Nominated Family Member's funeral is carried out.

**4.8** If, as at the date of your death, you have paid more than 12 monthly instalments but the Amount Payable has not been paid in full, either (1) all sums paid by you less our administration fee of £399 or, if less, (2) the Amount Payable had you chosen to pay by the Single Payment Option will be retained in the Trust and then treated as a contribution towards the cost of your or your Nominated Family Member's Funeral Services and paid by us directly to the Selected Funeral Director. You, your Estate or your Nominated Family Member's Estate (as appropriate) may make a separate payment of the outstanding balance of the Amount Payable and any sums due under Section 8 to us or to the Selected Funeral Director (as advised by us) when your or your Nominated Family Member's funeral is carried out. Subject to such payment(s) being made, the benefits of your Funeral Plan including the Guarantee will still be available. **If the outstanding balance of the Amount Payable and any sums due under Section 8 are not paid when your or your Nominated Family Member's funeral is carried out, the benefits of your Funeral Plan including the Guarantee will not be available.**

**4.9** 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.

**4.10 If you choose the Low Cost Instalment Option you cannot subsequently choose to pay by the 12 Monthly Payment Option.**

**4.11 If you pay fewer than 12 monthly instalments and stop paying instalments otherwise due by you and/or Section 4.2.2 applies but Section 4.7 does not apply, the benefits of your Funeral Plan including the Guarantee will not be available. Your Funeral Plan will be cancelled and all sums paid by you will be retained by us. If you have paid fewer than 12 monthly instalments Sections 4.5 and 4.6 will not apply so you cannot choose to stop paying the instalments otherwise due by you or re-start payment at a later date.**

#### **SECTION 5 APPLIES ONLY WHERE YOU HAVE CHOSEN THE FIXED MONTHLY PAYMENT OPTION**

**5.1** 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 and Will 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 and will be provided by the Selected Funeral Director.

**5.2** Any change to your Funeral Services (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 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. 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 5.1 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.

**5.3 Except as stated in Section 5.2 you will be unable to modify or amend any of your Funeral Services 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.**

**5.4** 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, whether or not you choose or nominate someone else to

receive Will Services or Additional Will Services, your chosen Funeral Services and your age when you purchase your Funeral Plan. The Fixed Monthly Payment will be confirmed in writing once your application has been received and processed. The first payment will be taken within seven weeks after the start date of your Funeral Plan which is the date on which we accept your application (see Section 12.2). You must keep paying them until one month before 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 your 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 your Funeral Plan will be cancelled and you will not get any money back.

**5.5** If your date of death is more than two years from your Funeral Plan's start date, any outstanding Fixed Monthly Payments (maximum one month) must be paid prior to receipt of the Funeral Services. **If your date of death is less than two years from the start date, the benefits of the Funeral Services including the Guarantee will not be available. Instead, we will provide 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. Depending on how long you live, the total cost of the funeral when you die may be less than the total payments made.**

#### **SECTION 6 YOUR RIGHT TO NOMINATE**

**6.1** Where you choose the Single Payment Option, the 12 Monthly Payment Option or the Low Cost Instalment Option but not where you have chosen the Fixed Monthly Payment Option, if a Family Member dies before you, then you have the option to transfer the benefit of the Funeral Services under your Funeral Plan to that Family Member. For all payment options you may nominate a Family Member or friend to receive Will Services instead of you.

**6.2** A change of any arrangements for Funeral Services 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 Services will stay with you as detailed in Section 6.3.

**6.3** Your Funeral Plan is for the Funeral Services of and the provision of a Will to one person only whether that is you or your Nominated Family Member or a friend (for Will Services only) unless, as referred to in Section 10.13, an additional Will is provided to a spouse or civil partner. If there is a change of Selected Funeral Director or the Funeral Services within your Funeral Plan as a result of you nominating a Family Member under Section 6 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. The same person does not need to receive both Funeral Services and Will Services. You may therefore nominate a different Family Member to receive Funeral Services from a Family Member or friend to receive the Will Services.

**6.4** In the event of any dispute arising following your nomination of a Family Member or friend under Section 6, the benefit of the Funeral Services and Will Services under your Funeral Plan will, at our option, stay with you (unless the Will has already been provided) 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 7 WHAT IS COVERED BY YOUR FUNERAL PLAN?**

**7** Subject to the exceptions set out in Sections 5 and 8, your Funeral Plan will include:

**7.1.1 for your Funeral Services, (1) all the Funeral Director's Costs (including as referred to in Section 7.3) except for additional transportation costs as referred to in Sections 8.1.8 and 8.1.11 and other additional costs as referred to in Sections 8.1.9 and 8.1.10; and (2) an allowance for Third Party Costs (as adjusted by the Trust Growth Factor);**

**7.1.2 your Will Services and/or Additional Will Services as detailed in Section 10 (if selected by you).**

**7.2** The advertised price of your Funeral Plan covers only the Funeral Services, Will Services and Additional Will Services detailed by us. If you wish to add any services or items to your Funeral Plan additional sums will be due by you under Section 8.1.1.

**7.3** If you or your Nominated Family Member die while on holiday in the United Kingdom, your Funeral Plan will cover the cost of transportation of the body to the Selected Funeral Director's premises.

#### **SECTION 8 WHAT IS NOT COVERED BY YOUR FUNERAL PLAN?**

**8.1** Your Funeral Plan may require you or your Estate (or your Nominated Family Member's Estate where Section 6 applies) to pay additional sums as follows:

**8.1.1** where there has been a change to your Funeral Services and Sections 2.3, 3.2, 4.2 or 5.2 apply, the amount required under these Sections or, where you have chosen to add any personalisation options to your Funeral Services, the amount advised by us or by the Selected Funeral Director;

**8.1.2** any difference between the allowance for Third Party Costs as adjusted by the Trust Growth Factor and the actual amount (if greater) of Third Party Costs incurred by us or the Selected Funeral Director at the time of your funeral;

**8.1.3** any fee payable to doctors or others for the issue of a cremation medical certificate or similar (no provision for any such fee being included in the allowance for Third Party Costs);

**8.1.4** where you nominate a Family Member to receive the Funeral Services, any sums due under Section 6;

**8.1.5** any additional amounts required to be paid under Section 9.2;

**8.1.6** any Value Added Tax due under Section 12.4;

**8.1.7** any sum due under Sections 3.5, 4.5 or 4.8 where the Amount Payable has not been fully paid or any arrears of Fixed Monthly Payments under Section 5.4;

**8.1.8** unless Section 7.3 applies, 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 and to the extent such place(s) are more than 15 miles from the Selected Funeral Director's premises closest to your home address;

**8.1.9** 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;

**8.1.10** 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

**8.1.11** 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 transportation costs for transportation to a port or airport in Northern Ireland from outside of the UK or from mainland UK apply; your Funeral Services will cover the cost of transportation of the body from the relevant UK airport or port to the Selected Funeral Director's premises.

**8.2 Your Estate (or your Nominated Family Member's Estate where Section 6 applies), must before the Selected Funeral Director will carry out your (or your Nominated Family Member's) Funeral Services, pay to us or to our order the additional sums referred to in this Section 8. 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.**

**8.3 Your Funeral Plan only covers the preparation of a Will as defined in this Section 8.3.** We regard such a Will as any Will which involves the instruction of an individual's assets to be left to their chosen beneficiaries; this may include trust provisions but not any property protection or similar forms of trust being created as part of or within the Will. We will advise you if we consider that your Will is not a Will as defined in this Section 8.3. If you want something other than such a Will for you or your Nominated Family Member or friend we can assist but additional charges will be payable. We will advise you, before any work is undertaken, of the additional charges which will be payable by you if you wish to proceed. Different procedures apply if your Will is not a Will as defined in this Section 8.3 and we will advise you of these at the same time.

#### **SECTION 9 SELECTED FUNERAL DIRECTOR AND YOUR FUNERAL ARRANGEMENTS**

##### **9.1 Appointment of Selected Funeral Director**

We will appoint the Selected Funeral Director as our sub contractor to carry out your Funeral Services (or any Nominated Family Member's Funeral Services where Section 6 applies) and will, subject to Sections 5.2, 5.5 and 8, 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.

##### **9.2 Change of Selected Funeral Director**

Where you have chosen the Single Payment Option, the 12 Monthly Payment Option or the Low Cost Instalment 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 (including increased payments) 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 11 (if you have chosen the Single Payment Option or the 12 Monthly Payment Option) or Sections 4.5 or 4.11 (as appropriate) will apply (if you have chosen the Low Cost Instalment Option). 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 11 (if you have chosen the Single Payment Option or the 12 Monthly Payment Option) or Sections 4.5 or 4.11 (as appropriate) will apply (if you have chosen the Low Cost Instalment Option). Where you have chosen the Fixed Monthly Payment Option, any request from you for the appointment of a different Selected Funeral Director will be treated as a change to your Funeral Services and Section 5.2 will apply.

**9.3** 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 9.2 or where there is any failure on the part of the Selected Funeral Director appointed by you or by us (see Section 9.4).

#### **9.4 Provision of Funeral Services**

We will ensure that the Selected Funeral Director carries out your Funeral Services 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 5 and 6). Failure by the Selected Funeral Director could include them going out of business or ceasing to trade or refusing to perform the Funeral Services required under the Funeral Plan to our satisfaction and/or in accordance with payment and other arrangements between us and the Selected Funeral Director.

**9.5** Our responsibility will only be for the provision of your Funeral Services (or your Nominated Family Member's where Section 6 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 10 YOUR WILL SERVICES**

**This Section 10 applies only where you have selected the Will Services and/or Additional Will Services in the Application Form. Sections 10.6 and 10.7 apply only if you have selected the Additional Will Services. You can only select the Additional Will Services where you have also selected the Will Services.**

##### **10.1 Who will prepare your Will**

Will services are provided by us. However, we may engage reputable third parties for some aspects of the Will Services. **We will be responsible for the work of any such third parties.**

##### **10.2 Timescales**

We will not provide your Will until (1) for all payment options, the 30 day period referred to in Sections 11.1 to 11.4 has expired without you cancelling our contract and it has been fully paid for as follows: (2) if you are paying by the Single Payment Option, all sums payable by you have been paid in full or (3) if you are paying by the 12 Monthly Payment Option, the Deposit has been paid in full by you or (4) if you are paying by the Low Cost Instalment Option, where you choose to pay a Deposit that has been paid in full by you or, if you choose not to pay a Deposit, the first three instalments payable by you have been paid in full by you or (5) if you are paying by the Fixed Monthly Payment Option, eight weeks have passed from processing your Application Form during which you have paid the Fixed Monthly Payments due by you. **Either you or any Family Member or friend nominated by you to receive Will Services and/or Additional Will Services instead of you must provide us with instructions to prepare a Will by the expiry of six months from the date of our acceptance of your application, failing which we will not be obliged to provide Will Services or Additional Will Services to any person.**

##### **10.3 Exclusions and Limitations of Liability**

**10.3.1** Any advice given by us is based on our understanding of law and generally accepted practices and procedures at the date we prepare your Will. We are not responsible for any consequences arising from any future changes in law or practice or procedures.

**10.3.2** These Terms and Conditions do not cover executry, probate, power of attorney or other services. If we agree to be appointed as executor under your Will, we reserve the right to renounce that appointment at any time. In such circumstances we may appoint a solicitor or licensed probate practitioner who will advise you separately of the terms on which they will provide executry services including the cost of probate. We will never accept appointment as sole executor. For the avoidance of doubt we will have no responsibility under any circumstances for any costs in connection with any probate or executry work or the winding up of your estate. If we provide probate or other services we will advise you separately of the terms on which that will be done.

**10.3.3** We do not offer specific advice on and will not be advising you on tax matters. We may give general tax guidance but that will not be tailored specifically to your requirements. Please note that changes in Inheritance Tax legislation may affect the tax efficiency or effect of your Will. We are not obliged to contact you if there are any changes in UK Inheritance Tax legislation. We will not be liable to you for any losses, damages or costs arising as a result of our failure to contact you in these circumstances.

**10.4 Our total liability to you and/or to your executors, trustees, representatives and/or to your Beneficiaries on any basis arising out of the preparation of your Will and/or the provision of the Will Services and/or any failure to do so on our part shall not exceed £2 million in aggregate.**

**10.5** You must ensure that all information you provide to us is accurate and complete. If it is not, then your Will may not reflect your wishes and/or it may affect the validity of your Will and/or the disposal of your estate under it may not be correct. The information you provide will be used by us and any third party engaged by us as outlined in Section 10.1. If you nominate a Family Member or friend to receive the Will Services under Section 6 we will ask that person for information and the foregoing will apply. We are not responsible for any consequences arising from inaccurate or incomplete information provided by you or any other person.

##### **10.6 Storage of Your Will (Additional Will Services only)**

Where you have selected Additional Will Services we will store your or your Nominated Family Member's or friend's completed Will for 10 years (or to the date of your or their death if earlier) for no additional charge. Upon expiry of the 10 year period we will contact you or your Nominated Family Member or friend and give the option (1) to have the Will returned for safekeeping at your or your Nominated Family Member's or friend's cost, or (2) to have us continue to store the Will subject to you or your Nominated Family Member or friend paying an ongoing charge which we will confirm. If we agree to store your or your Nominated Family Member's or friend's Will, we will take reasonable care of the Will but we will not be responsible for circumstances outside of our reasonable control.