Terms and conditions for funeral plans ('Terms')

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1. These Terms

1.1 **What these Terms cover**. These are the international terms and conditions ('**Terms**') on which we provide funeral plan contracts ('Plans') to you when you reside outside the United Kingdom and/or deal through one of our non-UK intermediaries or offices and/or via our website from outside the United Kingdom.

1.2 **Why you should read these Terms**. Please read these Terms carefully before you agree to buy one of our Plans. These Terms tell you (among other things) who we are; how we will provide a Plan to you; your and our rights under a Plan; how you and we may cancel, change or end a Plan and what to do if there is a problem together with other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

1.3 These Terms will apply if:

1.3.1 You sign a copy of them or confirm you agree to them orally or in writing; or

1.3.2 You agree to buy a Plan (when these Terms will be included in the contract for the Plan unless you and we have agreed otherwise).

1.4 A number of words are used in these Terms have special meanings. Where this is the case the relevant words begin with a capital letter. The meanings of these specially defined words can be found in the Glossary in section 19 of these Terms.

1.5 When these Terms refer to 'you' or 'your, this means you as the buyer of a Plan, but includes your Estate or other persons who are entitled to act for you in relation to a Plan.

1.6 You may buy a funeral plan for yourself or for someone else. The person who is entitled to the agreed funeral under a Plan is the '**Covered Individual**'.

1.7 When these Terms refer to "we' or 'us' this means Golden Leaves Limited whose details we give in section 2 below and any person or organisation to whom we transfer any of our rights and obligations under these Terms.

2. Information about us and how you and we contact each other

2.1 **Who we are**. We are Golden Leaves Limited, a company registered in England and Wales and trading as Golden Leaves International. Our company registration number is 02935393 and our registered office is at Galago House, 163 Brighton Road, Coulsdon, CR5 2YH.

2.2 **Our FCA authorisation**. We are authorised and regulated by the Financial Conduct Authority (**'FCA'**) to enter into and carry out funeral plan contracts. This means we provide our own Plans and are not an intermediary for anyone else. Our FCA registration number is 960923 and this can be checked on the financial services register at https://www.fca.org.uk/firms/financial-services-register.

2.3 **How to contact us**. You can contact our customer service team on **+44 208 684 3464** or by writing to us at **info@goldenleaves.com** or **Golden Leaves, Galago House, 163 Brighton Road, Coulsdon, CR5 2YH** or using the contact details in section 15.1.

2.4 **How we may contact you**. If we contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.

3. Our services and our Plans

3.1 **We will not advise you**. Please note that while we and any overseas intermediary will help you in making your choice by giving you information about our Plans, neither we nor our intermediary will advise you as to the merits of entering into any Plan or make any personal recommendation that you should (or should not) buy a Plan. If you feel that you need financial advice about a Plan, you should consult an FCA-authorised financial adviser (or other qualified adviser in the country where you live).

3.2 **Types of Plan**. The Plans that we offer under these international terms are Plans in which you pay the direct costs of the agreed funeral in a single amount or in instalments. The amounts you pay are held on trust to cover the costs of the funeral (described in more detail in section 3.3 below).

3.3 **Payment options**. Where you agree to a Plan, you will agree to pay the actual cost of a funeral either up-front (i.e. in a single payment) (**'Single Payment Plan'**) or in 12 or more monthly instalments (**'Instalment Plan'**). You must have completed all payments for an Instalment Plan of 18 months or more by your 80th birthday (but you do not have to do this for 12 monthly instalments) so please note that age restrictions will apply in some cases. We will arrange sufficient amounts for the purpose of providing the agreed funeral to be held on trust for you to cover the costs of the agreed funeral. The payments you make for a Plan will be held in our Trust which complies with FCA Rules. Please also refer to the Commission and Payment Disclosure at Appendix 2 which gives important information on how the money you pay for a Plan is applied.

There is also a table at Appendix 1 which summarises the differences between how different types of Plan can be cancelled and what amounts will be refunded to you on cancellation. Please also refer to the Commission and Payment Disclosure at Appendix 2 which gives important information on how the money you pay for a Plan is applied.

4. What our Plans do and do not cover

4.1 **Qualifying Period**. You should note that if you have agreed to an Instalment Plan, we will not be obliged to provide the agreed funeral if the Covered Individual dies in the 12 months after the Plan Start Date unless:

4.1.1 You have agreed to pay the extra costs involved in providing the agreed funeral; or

4.1.2 The death of the Covered Individual is Accidental (please see the Glossary as to exactly what this means).

If we do not provide a funeral in these circumstances (i.e. neither section 4.1.1 or 4.1.2 applies) your Plan will be cancelled under section 9.5. We will provide the agreed funeral if you or the Covered Individual dies after the end of the Qualifying Period as stated in section 12.5.

4.2 **Basic coverage**. Our Plans are intended to cover the funeral director's fees involved in providing the agreed funeral. The extent to which they cover Third Party Costs will vary as between our Plans. See the Glossary in section 19 for what are Third Party Costs but they may include doctors or coroner's fees, crematorium or burial fees and fees payable to the minister or celebrant.

4.3 **Our Guarantee of Third Party Costs.** With some Plans we guarantee to cover Third Party Costs. For example, Third Party Costs that are covered by our guaranteed Plans may include minister or celebrant's fees and crematorium fees (where applicable). These will vary. You must check your Plan Documents very carefully so that you know what is and what is not covered. You should note that with our international repatriation Plans, there is always an allowance for repatriation of the body of the Covered Individual to the UK - you should check your Plan Documents very carefully so that you understand the extent of this allowance.

4.4 **What none of our Plans cover.** In addition to section 4.3, you should check your Plan Documents carefully to make sure that you understand what your Plan covers. For example, unless specifically agreed in writing, our Plans do not cover charges arising in the following circumstances:

4.4.1 If the funeral takes place at a weekend, public holiday or out of normal hours. These charges are fixed by the crematorium, cemetery, churchyard, graveyard or local authority;

4.4.2 If it is necessary to remove a medical device (for example, a pacemaker) or a prosthesis (for example, an artificial limb);

4.4.3 If the Covered Individual needs to be transported more than the distance specified in your Plan to bring them into the care of the Appointed Funeral Director (unless specifically agreed otherwise) except that with our international repatriation Plans we can, if requested, arrange repatriation of the Covered Individual's body as set out in section 4.3 and the Plan Documents;

4.4.4 Embalming; and

4.4.5 For burials, none of our Plans include the cost of buying a grave. We can help with this when you buy your Plan.

4.5 **Additional Payments**. You may have special requests such as for flowers or a particular vehicle that are not covered by the Plan. In these circumstances you may have to make additional payments to us, to the Appointed Funeral Director or to a third party (such as a minister or celebrant) before the funeral can be provided. We and the Funeral Director shall aim to act sympathetically in explaining these to you and helping you to arrange to make any additional payments.

5. Eligibility for our Plans

5.1 **Residence.** In order to apply for one of our Plans, you must be aged over 18 and resident in a jurisdiction in which we do business. Please note that this may include Spain (including Menorca, Majorca, Gran Canaria, Fuerteventura, Tenerife, Lanzarote and Santa Cruz), Portugal (not including Madeira or the Azores) and Cyprus.

6. How you and we agree to a funeral plan

6.1 **Your Application**. When you apply for a Plan, we and/or our intermediary will ask you questions about what you are looking for in a Plan and your personal circumstances (including any other arrangements that you might have which already cover the agreed funeral such as another funeral plan or insurance policy). You must answer fully and truthfully any questions we or our intermediary may ask you.

6.2 **Funeral Plan Summary**. After you have applied for a Plan but before we have agreed to provide one, we will send you a summary of the Plan as required by FCA Rules. You must consider this carefully and if there is something which seems wrong or which you do not understand, you should raise this with us before the end of the cancellation period referred to in section 9.1.

6.3 **Your demands and needs**. If we agree to provide a Plan to you, we will give you a written confirmation of this. Before we do so, we will give you a Statement of Demands and Needs which sets out why, on the basis of the information you have given us, it appears to us that the particular Plan meets your requirements. If you consider that the Statement of Demands and Needs is wrong or missing some important information, you should tell us about this.

6.4 **Other important documents**. When we confirm a Plan to you, we will also give you other important information including an emergency telephone number to be used in the event of death of the Covered Individual. You should keep these in a safe place.

6.5 **Plan Documents**. Your contract for a Plan with us will be made up of the following ('**Plan Documents**'):

6.5.1 Your Application under section 6.1;

6.5.2 These Terms and Conditions;

6.5.3 The Plan Summary referred to in section 6.2 above;

6.5.4 The Statement of Demands referred to in section 6.3 above; and

6.5.5 Our confirmation of the Plan.

6.6 **Inconsistency**. If there is any inconsistency between the Plan Summary and these Terms and Conditions, then the Plan Summary will take priority.

6.7 **Payments before your Plan starts**. We will tell you of any payments you must make before your Plan starts, including:

6.7.1 The full amount of the Plan for Single Payment Plans;

6.7.2 A deposit and/or the first instalment due under an Instalment Plan.

You must pay these in full before your Plan can start.

6.8 **When your Plan starts**. Subject to section 6.7, your Plan will start on the date that we confirm it to you ("**Plan Start Date**").

7. Your Nominated Representative

7.1 **Nominated Representative**. When you apply for a Plan, we or our intermediary will ask you for the name of another person to whom we should send documents and information relating to your Plan (your '**Nominated Representative**'). You do not have to give the name of a Nominated Representative if you do not wish to do so but it is generally in your interests to do so.

7.2 **We may provide information and documents to the Nominated Representative**. Where there is a Nominated Representative, we will send a copy of the Plan Documentation and other information relating to your Plan from time to time to the Nominated Representative unless you specifically ask us not to do so. FCA Rules also require us to send to a Nominated Representative a Nominated Representative Document setting out the terms of your Plan at the same time as we send you the Plan Summary. Where it seems appropriate to us to do so, we may also ask your Nominated Representative for instructions in relation to your Plan.

7.3 **If you do not want your Nominated Representative to be involved**. We will not, however, send any information or documents to, or ask instructions from, your Nominated Representative if you have specifically informed us at any time that you do not wish your Nominated Representative to be contacted.

8. Appointing a Funeral Director

8.1 **Confirmation of arrangements**. Within 30 days of the Plan Start Date, we are required by FCA Rules to make arrangements for the funeral under the Plan by appointing a funeral director (the '**Appointed Funeral Director**').

8.2 **Your preference for the Appointed Funeral Director**. In selecting the Appointed Funeral Director, we will take into account your wishes and preferences but we will ultimately have the final choice and discretion as to which funeral director to appoint, subject to FCA Rules.

8.3 **Location of the Appointed Funeral Director**. We will select an Appointed Funeral Director located within a reasonable distance of the Covered Individual's address, unless:

8.3.1 It seems reasonably clear to us that this was not what you and we intended; or

8.3.2 You specifically agree otherwise.

8.4 **Notification of appointment of Funeral Director**. Within two Business Days of our choosing the Appointed Funeral Director we will send you a notification of:

8.4.1 The name, address and contact details of the Appointed Funeral Director; and

8.4.2 A summary of the arrangements made with the Appointed Funeral Director for the agreed funeral.

You must check the notification we send you in accordance with this section 8.4 very carefully. If there is anything wrong with it, you should tell us immediately and we will try to put it right.

8.5 **When we may change the funeral arrangements**. In accordance with FCA Rules, we will keep the arrangements for the agreed funeral under review. It may sometimes be necessary to make changes to the arrangements (for example, because the Appointed Funeral Director is no longer in business or is no longer a member of our network of funeral directors). If we have to make changes, we will notify you of these. You should consider any changes carefully and raise any issues about them with us. We will make no charge to you if we make any changes under this section 8.5.

8.6 **When you may change the funeral arrangements**. There may be circumstances when you wish to change the arrangements for the agreed funeral (including for example if you or the Covered Individual has moved to a different address). If you tell us of the relevant circumstances, we will use reasonable efforts to change the funeral arrangements and choose a new Appointed Funeral Director. There may be an additional charge payable where you ask us to change the arrangements made for the Appointed Funeral Director. It is also possible that we will not be able to make satisfactory alternative arrangements, in which case we may cancel the Plan and a Cancellation Fee and other charges will be payable by you in accordance with section 9.6. Please note that if you have an Instalment Plan for 24 months or more, we will also keep an amount equivalent to 50% of the Instalment Payment Fees that you have paid (or which are due but unpaid) to the date of cancellation.

9. Cancelling a Plan (please note that there is a table at Appendix 1 which summarises how different types of Plan can be cancelled by us or you – and what amounts will be refunded to you on cancellation).

9.1 **When you can cancel - all Plans**. Whatever type of Plan you have agreed, you may cancel it within 30 days of the date on which we confirm the Plan to you or within 7 days of being notified of the details of the Appointed Funeral Director in accordance with section 8.4, whichever is later. If you tell us within this period that you wish to cancel your Plan, we will refund all amounts you have paid without deductions.

9.2 **Additional Rights of cancellation of Instalment Plans**. Where you have agreed an Instalment Plan (i.e. you agree to pay for the Plan by monthly instalments) you may also cancel your Plan at any time in the 12 months' Qualifying Period following the Plan Start Date. If you tell us within this period that you wish to cancel your Instalment Plan, we will refund all amounts you have paid without deductions.

9.3 **How you may cancel**. You may cancel your Plan by giving notice to us by telephone, e-mail or post to us using the contact details set out in section 2.3 or section 15 (depending on where you live).

9.4 **When you may not cancel your Plan**. You may not cancel your Plan under sections 9.1 or 9.2 if you or anyone else entitled to do so has requested that your Plan be redeemed in accordance with section 12 (i.e. has asked for a funeral to be provided under the Plan) or a funeral has already been provided under your Plan.

9.5 **Cancellation by us on death within the Qualifying Period**. Where you make periodic payments for your Plan (i.e. you have agreed an Instalment Plan), we may cancel your Plan if the Covered Individual dies within 12 months of the Plan Start Date. This does not apply if the death was Accidental (you should refer to the Glossary for what we mean by 'Accidental') in which case the agreed funeral will still be provided. If death during the Qualifying Period is not Accidental, we will cancel the Plan and the agreed funeral will not be provided but we will repay any amounts you have paid for the Plan. Before we cancel your Plan under this section 9.5, we will aim to discuss with you whether a further top-up payment may be made to enable the agreed funeral to be provided.

9.6 **Other circumstances in which you may wish to cancel.** If you cancel a Single Payment Plan or an Instalment Plan (i.e. payable in monthly instalments) outside the period described in section 9.1 and/or section 9.2, we will refund amounts you have paid but:

9.6.1 will deduct a cancellation fee (which is currently £325 if you pay for a Plan in Sterling or €374 if you pay for a Plan in Euros) from the amount to be repaid to you.

9.6.2 If your Plan is an Instalment Plan for 24 months or more, we will additionally retain an amount equivalent to 50% of the Instalment Payment Fees that you have paid to the date of cancellation (or have agreed to pay but have not done so). This may mean that no money will be returned to you in these circumstances.

9.7 **Other circumstances in which we can cancel your Plan.** We may cancel or end your Plan:

9.7.1 If you do not keep up the instalments you have agreed to make (in which case please refer to section 11 of these Terms which explains what happens);

9.7.2 If we consider that you have given us false or misleading information in relation to your Plan.

In these circumstances, we are not obliged to return any sums you have paid unless we specifically agree. If exceptionally we agree to do so, we may deduct a Cancellation Fee and (for Instalment Plans of 24 months or more) retain 50% of Instalment Payment Fees paid up to the date of cancellation in accordance with section 9.6.

10. Other fees and charges

10.1 **What we may charge**. We may make other charges for additional services which we provide which are not covered by the terms of a Plan. These include Instalment Payment Fees for Instalment Plans of longer than 18 months which are calculated at a cumulative annual rate of 6%. We will provide information about these on our website or by informing you of them before we incur them.

10.2 **Changing our fees and charges**. We may vary any fees and charges in accordance with section 14 of these Terms.

10.3 **Commission and Payment Disclosure**. Please refer to the Commission and Payment Disclosure at Appendix 2 which gives important information on how the money you pay for a Plan is applied.

11. Payments under your Plan

11.1 **How payments may be made**. Payment for Instalment Plans must be by direct debit. Payments for Single Payment Plans may be made by credit card, debit card or by such other payment methods as we specifically agree.

11.2 **Single Payment Plans**. If you have opted for a Single Payment Plan, you must pay for the Plan in full within the time specified in the Plan Documents. No benefits can be provided under the Plan unless you have done so.

11.3 **Where you pay by instalments**. Where we have agreed with you an Instalment Plan, you must make the regular payments stated in your Plan Documentation. In general, in relation to payment of instalments for Instalment Plans, the first payment must be made on the 1st or 16th of the month following the Plan Start Date and after that you can choose which of the 1st or 16th of each month best suits you.

11.4 **Payment shortfall**. Where you are paying for an Instalment Plan (i.e.by monthly instalments) and you fail to make two consecutive payments, we will give you notice of this in accordance with FCA Rules. Our notice will inform you of the steps we may take if the payments are not brought up to date within 10 Business Days of our notification to you. These steps may include our cancelling your Plan. We will not charge you any fees if you bring the payments up to date within 10 Business Days of our notification to you.

11.5 **Our right to cancel or end the Plan if you do not bring payments up to date**. If you do not settle any payment shortfall in accordance with section 11.4, we may (in our discretion) cancel your Plan. If for any reason we decide not to do so, we will give you a further statement following each consecutive missed payment in the form required by section 11.4 of these Terms. Where we decide not to cancel or end a Plan even where there is a payment shortfall, we shall not be obliged to provide the agreed funeral unless payments are brought up to date.

11.6 **VAT and Taxes**. You should note:

11.6.1 Payments for our Plans are not at the moment generally subject to UK VAT although local equivalent sales taxes may apply in the jurisdiction in which you live - see section 11.6.2 below;

11.6.2 Our international Plans may carry local taxes and charges and your Plan may be subject to these.

If any of this changes (including any change to VAT applying to your Plan) we will notify you of any change in accordance with section 14 of these Terms. These fees will have to be paid at the time of the funeral.

12. Providing the funeral (i.e. redemption of your Plan)

12.1 **Notification of death**. You should notify us on the death of the Covered Individual and provide us with a copy of the Covered Individual's death certificate or another form of legally valid documentary evidence of death. We will then put in motion the arrangements for the agreed funeral by contacting the Appointed Funeral Director and arranging to pay for the agreed funeral with money drawn from the money held on trust.

12.2 **Our obligations on redemption of a Plan**. Under FCA Rules we must:

12.2.1 Handle the redemption of a Plan promptly and fairly;

12.2.2 Provide reasonable guidance and appropriate information to help you to make any necessary arrangements for the agreed funeral; and

12.2.3 Ensure that the agreed funeral is delivered to a satisfactory quality and standard and in a timely manner by the Appointed Funeral Director.

12.3 **If it is necessary to find a new funeral director**. If, at the time your Plan is redeemed, the Appointed Funeral Director is unable to provide the agreed funeral (for example because it has gone out of business or the funeral director is no longer within our network of funeral directors) then we will appoint a new funeral director to provide the funeral at no cost to you.

12.4 **No further payments**. We will not ask you for further payments to provide the agreed funeral under your Plan at the time the Plan is redeemed. This does not apply if you require any special services which require additional payments as explained in section 4.5. If you have missed payments at the time of redemption but the Plan has not been cancelled, section 12.5 applies.

12.5 **Payment shortfall on redemption**. If on the death of the Covered Individual there is a shortfall of periodic payments under an Instalment Plan we shall inform you in accordance with FCA Rules within 24 hours of our being notified of the death of the Covered Individual:

12.5.1 That further payments are required;

12.5.2 The amount paid so far; and

12.5.3 The amount that is necessary to put the situation right,

except where we are required under FCA Rules to provide the agreed funeral without further charge, in which case we will do so (see the table in Appendix 1 which summarises our obligations for Instalment Plans of longer than 12 months). Where sections 12.5.1 to 12.5.3 apply, if the shortfall is not remedied, then we are not obliged to provide a funeral and we may cancel the Plan in accordance with section 11.5 of these Terms.

13. Looking after the money you pay and ensuring your funeral is provided

13.1 **Protection for you**. You will be protected and your funeral will be provided even if we are insolvent (our 'Failure' but see the Glossary as to exactly what this means) or stop doing business or are for any other reason unable to provide the agreed funeral. We have a business continuity policy which sets out how we do this but some of the ways in which you will be protected will be as follows.

13.2 **Payment to the Trust**. The money you pay (subject to deduction of any fees payable to us and any amounts we are allowed under FCA Rules to retain on which see Appendix 2) will be paid to the Trust which will be invested and administered in accordance with FCA Rules. The assets of the Trust are separate from our assets. If we Fail, the Trust should still be able to honour the arrangements for the agreed funeral. Also, if we Fail our business may be transferred to another firm providing funeral services who may take our place in making funeral arrangements for you (see section 13.4). If the agreed funeral cannot be provided, you may be entitled to be paid a proportion of the amounts held on trust for you. You may also be entitled to compensation from the FSCS in the circumstances set out in section 15.3.

13.3 **Appointing us as your agent**. You irrevocably appoint us as your agent for the duration of your Plan to pursue any claim or entitlement you may have against the Trust.

13.4 **Transfer of your Plan**. Additionally, to protect your interests, our business continuity policy referred to in section 13.1 states that our rights and obligations under your Plan may be transferred to another firm that is authorised and regulated as a funeral plan provider. In accordance with sections 18.1 and 18.2, you agree to any such transfer.

13.5 **Safeguarding money**. In accordance with FCA Rules, we will take reasonable steps to ensure money you pay is safe and is separate from our assets in the case of our Failure. Steps we may take include:

13.5.1 Making sure that money payable to the Appointed Funeral Director for the funeral is paid directly to the Appointed Funeral Director by the Trust;

13.5.2 Making sure that the Trust can make payment directly to you of money due to you including amounts due on cancellation; and/or

13.5.3 Holding money that may be due to you to in a separate bank account from our own business accounts.

14. Our right to make changes

14.1 **General right to change these Terms**. We may change these Terms:

14.1.1 Under section 14.2 where the changes only relate to Plans which are agreed after the change(s) we make to these Terms; and/or

14.1.2 Under section 14.3, where the changes may affect the terms of an existing Plan.

14.2 **Changing the terms of future Plans**. We may make changes to these Terms which affect Plans agreed after the changes to the Terms by posting a new version of these Terms to our website. This notice of change will be effective on our posting to the website or on such other date as we specify.

14.3 **Changing the terms of existing Plans**. We will only make changes to these Terms affecting existing Plans for good reasons including:

14.3.1 Providing for the introduction of new systems, changes in technology or the addition or removal of products;

14.3.2 Rectifying any mistakes that may be discovered in due course;

14.3.3 Making these Terms clearer and fairer to you.

14.3.4 Reflecting a change of applicable law or regulation; or

14.3.5 Reflecting any change in taxes in accordance with section 11.6.

14.4 **How we will make changes affecting existing Plans**. We will normally give you 30 days' notice in writing of any change we make under section 14.3. We may, however, give you immediate notice if we reasonably believe that the change is to your benefit or is not detrimental to you.

15. If there is a problem or you have a complaint

15.1 **How to tell us about problems and complaints**. If you have any questions or complaints about your funeral plan or any of our services (or the Appointed Funeral Director), please contact us.

You can telephone our customer service team at +44 208 684 3464 in the UK or write to us at customerservices@goldenleaves.com or Golden Leaves, Galago House, 163 Brighton Road, Coulsdon,CR5 2YH or Golden Leaves International, Calle Albatera 1-68, Urb La Finca Golf, 03169 Algorfa, Alicante.

15.2 **Financial Ombudsman Service ('FOS')**. Complaints will be dealt with in accordance with FCA Rules. In addition, you have the right subsequently to complain direct to the Financial Ombudsman Service. You can contact FOS by email at complaint.info@financial-ombudsman.org.uk or by post at Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Further details about contacting FOS can be seen on its website at https://www.financial-ombudsman.org.uk/contact-us. A copy of our complaints handling procedure is available on request and will otherwise be provided in accordance with the FCA Rules.

15.3 **Financial Services Compensation Scheme ('FSCS')**. You may be entitled to compensation under the FSCS, in cases where we Fail or are unable, or are likely to be unable, to satisfy any claims by you. The address of the FSCS is: 10th Floor, Beaufort House, 15 St Botolph St, London EC3A 7QU and further contact details can be seen on the FSCS website at https://www.fscs.org.uk/contact-us/.

16. Our responsibility for loss or damage suffered by you

16.1 **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract with you and/or our failing to use reasonable care and skill and/or failing to comply with FCA Rules. We are not, however responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for negligence or breach of FCA Rules where we cannot exclude or restrict our liability.

16.3 **Our liability for the Appointed Funeral Director**. We have obligations under FCA Rules, including taking reasonable care to select the Appointed Funeral Director and acting in accordance with section 12 of these Terms when a Plan is redeemed and the agreed funeral is provided. We will not otherwise have any responsibility for the acts or omissions of the Appointed Funeral Director.

16.4 **We are not liable for business losses**. We will not have any liability to you for any business losses including any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.5 **Matters outside our control**. We are not responsible for delays or other events or circumstances outside the reasonable control of us or the Appointed Funeral Director. If any such events or circumstances occur, we will contact you as soon as possible to let you know about this and we will take steps to minimise the effect of the relevant event or circumstances. Provided we do this we will not be liable for delays or failures caused by the event, but if there is a risk of substantial delay or a funeral service not being provided at all, we will discuss the situation with you.

17. How we may use your personal information

17.1 **How we may use your personal information**. We will only use your personal information as set out in our privacy policy at **https://www.goldenleaves.com/privacy-policy**.

17.2 **Funeral Directors**. Funeral Directors agree to comply with our requirements in relation to protecting your personal information.

18. Other important terms

18.1 **Transfer to someone else**. You agree that our rights and obligations under a Plan may be transferred to another FCA-authorised funeral plan provider ('**Transferee**'). This may be done in any of the following circumstances:

18.1.1 If we Fail, any insolvency practitioner handling our business will transfer your Plan on the same terms; or

18.1.2 If we Fail, the FSCS will transfer your Plan with such changes as seem reasonable to it in accordance with FCA Rules; or

18.1.3 In any other circumstances allowed or required by FCA Rules.

18.2 **Notice of transfer**. If we transfer our rights and obligations under a Plan, we or the Transferee will always inform you of this in writing.

18.3 **You cannot transfer your rights to someone else except where we agree to this**. We may in our discretion agree to a Plan being transferred to another family member but are not obliged to do so.

18.4 **Third party rights**. These Terms and the contract for a Plan are between you and us. No other person shall have any rights to enforce any them, except where specifically stated in these Terms but:

18.4.1 These Terms and any Plan may be enforced by your Estate or any person who can lawfully represent your interests; and

18.4.2 These Terms and any Plan may be enforced by a Transferee under section 18.1.

18.5 **If a court finds part of the contract between you and us illegal or unenforceable, the rest will continue in force**. Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

18.6 **Even if we delay in enforcing our rights, we can still enforce them later**. If we do not insist immediately that you do anything you are required to do under a contract for a Plan, or if we delay in taking steps against you in respect of your breaking your contract with us, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you and do not cancel or end your Plan, we can still require you to make the payment at a later date.

18.7 **Which laws apply to a Plan and where you may bring legal proceedings**. These terms are governed by the laws of England and Wales, subject to any overriding requirements of the country or territory in which you live. You can bring legal proceedings in respect of your Plan in the courts of England and Wales. The laws of the country or territory in which you live may also allow you to bring proceedings there.

19. Glossary

Where you see any words beginning with a capital letter in these Terms, they have the following meanings (references to sections are to sections of these Terms):

Accidental (or an 'Accident')	subject to FCA Rules, a physical injury caused by a sudden and unexpected event, but this does not include death resulting from: (i) your involvement in any criminal act; (ii) any self-inflicted injury; (iii) your involvement in war or hostilities; (iv) your abuse of drugs or alcohol; or (v) natural causes, an illness or disease; Provided that the Accident is the sole cause of death;
Application	how you apply for one of our Plans in accordance with section 6;
Appointed Funeral Director	the funeral director whom we select to provide the funeral in respect of your Plan;
Business Day	any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in England and Wales;
Cancellation Fee	any fee or charge which we may charge on cancellation under sections 9.6 or 9.7;
Commission and Payment Disclosure	The information at Appendix 2 which sets out how the money you pay for a Plan is applied;
Covered Individual	the person (who may be you or someone else) who is entitled to be provided with a funeral under a Plan;
Estate	anyone entitled to act for you after death;
Failure (or Fail)	the appointment of a liquidator, receiver, administrator, special administrator or trustee in bankruptcy, or any equivalent procedure in any relevant jurisdiction in respect of us;
FCA	the Financial Conduct Authority or any successor regulator;
FCA Rules	the handbook of rules and guidance of the FCA as amended from time to time;
FOS	the Financial Ombudsman Service;
FSCS	the Financial Services Compensation Scheme;
FSMA	the Financial Services and Markets Act 2000;
Instalment Payment Fees	An extra fee which is payable for Instalment Plans of 24 months or more to cover our reasonable estimate of costs and lost investment gains involved in an Instalment Plan
Instalment Plan	has the meaning given in section 3.3;
Nominated Representative	any person you designate to receive information in accordance with section 7;

Nominated Representative Document	the document described in section 7.2;
Plan	the particular funeral plan which you have agreed with us;
Plan Documents	the documents described in section 6.5;
Plan Start Date	the date on which we confirm your Plan under section 6.8;
Plan Summary	the summary of your Plan which we give to you in accordance with section 6.2 ;
Qualifying Period	the period of 12 months or such other period as we may specify in relation to a particular Plan in which we are not obliged to provide a funeral under your Plan;
Single Payment Plan	has the meaning given in section 3.3;
Statement of Demands and Needs	the statement which we give to you as described in section 6.3;
Third Party Costs	amounts payable to a third party in relation to the agreed funeral other than the Funeral Director's costs, including fees payable to a doctor or coroner for the issue of a death or cremation medical certificates, cremation or burial fees, the service at a crematorium, cemetery or graveside and the fees for the minister or celebrant to perform the services at the crematorium, cemetery or graveside;
Trust	The Golden Leaves Funeral Trust
Transferee	any person to whom we transfer our rights and obligations under a Plan in accordance with section 18.1;
We or us	Golden Leaves Limited, whose details are given in section 1.5 and any Transferee; and
Writing	includes e-mail;
You or your	you as the purchaser of a Plan but including where the context requires, your Estate and any person lawfully appointed to represent your interests.

Appendix 1

Cancellation table

Please use this table to understand what cancellation rights apply to each of our Plans and what money will be refunded to you in what circumstances. You should review this to make sure you know what your rights are and what happens if your plan is cancelled in each of the scenarios set out below.

Please note that this table is intended to help you but (i) if it is inconsistent with the terms and conditions, the terms and conditions will take priority; and (ii) if it is inconsistent with FCA Rules, FCA Rules will take priority. Where words and phrases begin with a capital letter (such as 'Qualifying Period' or 'Accident') they shall be as defined in the Glossary at section 19 of the terms and conditions.

Cancellation	Instalments	Single Payment
Cancellation of your Plan within 30 days of your Plan Start Date or 7 days of being informed of the Appointed Funeral Director (whichever is the later)	If you do this, you will get back all the money you have paid up to the point when you cancel	If you do this, you will get back all the money you have paid up to the point when you cancel
Cancellation by you in the Qualifying Period - i.e. in the 12 months after your Plan Start Date	If you do this, you will get back all the money you have paid up to the point when you cancel	There is no Qualifying Period. If you cancel more than 30 days after your Plan Start Date, you will get back all the money you have paid but we will deduct a cancellation charge of £325 (if you pay for your Plan in Sterling) or €374 (if you pay for your Plan in Euros)
Cancellation by you outside the Qualifying Period – i.e. more than 12 months after your Plan Start Date	If you do this, you will get back all the money you have paid up to the point when you cancel but we will deduct a cancellation charge of £325 (if you pay for your Plan in Sterling) or €374 (if you pay for your Plan in Euros). If your Instalment Plan is for 24 months or more, we and will also retain 50% of Instalment Payment Fees paid (or due but unpaid) up to the date of cancellation if these are applicable to the repayment term you have chosen	There is no Qualifying Period. If you cancel more than 30 days after your Plan Start Date or 7 days after notification of the Appointed Funeral Director (if later), you will get back all the money you have paid but we will deduct a cancellation charge of £325 (if you pay for your Plan in Sterling) or €374 (if you pay for your Plan in Euros)
Cancellation by us if the Covered Individual dies in Qualifying Period.	If the death is Accidental, you will not get back the money you have paid but a funeral will be provided although you may have to pay extra costs involved in providing the agreed funeral If death is not Accidental, you will get back the money you have paid but a funeral will NOT be provided	There is no Qualifying Period. The agreed funeral will be provided after you have made the full up-front payment

Cancellation	Instalments	Single Payment
Cancellation by us because you have not kept up payments	We may only do this if you have missed two consecutive payments and we have given you notice in accordance with FCA rules. If we do cancel your Plan in these circumstances, what you will get back will depend on how long your repayment term is and when we cancel your Plan. If we cancel your Plan inside the first 12 months, you will get back all the money you have paid up to the date when we cancel. If we cancel your Plan after the first 12 months, you will get back all the money you have paid up to the point when we cancel but we will deduct a Cancellation Fee of £325 (if you pay for your Plan in Sterling) or €374 (if you pay for your Plan in Euros) and we will also keep 50% of any Instalment Payment Fees paid (or due but unpaid) up the date when we cancel.	Not applicable, because you have paid the whole amount up-front so there are no further payments to make
Cancellation by us in other circumstances	We may cancel your Plan if you have given us false or misleading information. If we do this, we may agree to repay the money you have paid but we will deduct a Cancellation Fee of £325 (if you pay for your Plan in Sterling) or €374 (if you pay for your Plan in Euros). If your Instalment Plan is for 24 months or longer, we will retain 50% of any Instalment Payment Fees paid up to the date of cancellation.	We may cancel your Plan if you have given us false or misleading information. If we do this, we may agree to repay the money you have paid but we will deduct a £325 (if you pay for your Plan in Sterling) or €374 (if you pay for your Plan in Euros) Cancellation Fee

Please note that a Plan cannot be cancelled if the Plan has been redeemed (i.e. you or anyone else entitled to do so has requested that a funeral be provided or a funeral has already been provided under the Plan) - see section 9.4 of the terms and conditions.

These are the main ways in which a Plan can be cancelled. Please also note that we can also cancel a Plan under section 8.6 of the terms and conditions where we cannot agree to changes to funeral arrangements requested by you and a Cancellation Fee may be payable in these circumstances (also, if you have an Instalment Plan of 24 months or longer, we may retain 50% of the Instalment Payment Fees paid up to the date of cancellation).

In certain circumstances under FCA Rules, where an Instalment Plan for more than 12 months has not been cancelled and you die after the end of the Qualifying Period but during the period of your Plan, we may be obliged under FCA Rules to provide the agreed funeral without further charge.

Appendix 2

Commission and payment arrangements

Plans - retail price distribution costs and charges.

We help many thousands of customers to plan and fund their funerals. Because of economies of scale, we can sell our Plans to our customers at a rate which is usually far more cost effective than it would be for them buying from a funeral director at the time of the funeral itself. As a commercial enterprise, we have costs of doing business and promotional marketing. These costs are met by supply side economies of scale delivered by our ability to purchase funerals in bulk and are consequently absorbed into the price of our Plans.

We retain an amount from the price paid by you for your Plan to cover our marketing and sales expenses and to provide for the arrangement costs of running the business for the life of each Plan. The balance is placed in the Trust in order to pay the Appointed Funeral Director and other costs of the agreed funeral.

Spain & Portugal

Spanish and Portuguese Pricing Breakdown Table. From the retail price paid for your plan, approximate deductions are made as shown below in either Euros or Sterling depending on how you purchase your plan. A Euros to Sterling conversion rate of 1.15 has been used below.

EUROS	Direct Cremation	Simple	Traditional	Repatriation
Retail Plan Price	2639.00	4019.00	4595.00	9079.00
Arrangement	374.00	374.00	374.00	500.00
Regulation	42.00	42.00	42.00	260.00
Funeral provision	1700.00	2800.00	3200.00	UK – 2300.00 INT – 5200.00
Marketing, sales, fulfilment & profit	523.00	803.00	979.00	819.00

STERLING	Direct Cremation	Simple	Traditional	Repatriation
Retail Plan Price	2295.00	3495.00	3995.00	7895.00
Arrangement	325.00	325.00	325.00	435.00
Regulation	37.00	37.00	37.00	226.00
Funeral provision	1478.30	2435.00	2783.00	UK – 2000.00 INT – 4522.00
Marketing, sales, fulfilment & profit	454.70	698.00	850.00	712.00

Cyprus

Cyprus Pricing Breakdown Table. From the retail price paid for your plan, approximate deductions are made as shown below in either Euros or Sterling depending on how you purchase your plan. A Euros to Sterling conversion rate of 1.15 has been used below.

EUROS	Simple	Traditional	Repatriation
Retail Plan Price	3710.00	4312.00	7950.00
Arrangement	374.00	374.00	500.00
Regulation	55.00	50.00	55.00
Funeral provision	2900.00	3240.00	UK – 2000.00 INT – 4800.00
Marketing, sales, fulfilment & profit	381.00	648.00	595.00

STERLING	Simple	Traditional	Repatriation
Retail Plan Price	3226.00	3750.00	6914.00
Arrangement	325.00	325.00	435.00
Regulation	47.83	43.48	47.83
Funeral provision	2521.74	2817.39	UK – 1739.13 INT – 4173.91
Marketing, sales, fulfilment & profit	331.43	564.13	518.13

The Trust is also authorised from time to time to make further surplus distribution payments to the company in line with the FCA's rule FPCOB 3.2.12R, subject to professional actuarial advice and the approval of the Golden Leaves Board of Trustees. For more information on the Trust please visit **www.goldenleavestrust.com**

If you would like any further information, please contact Golden Leaves on (FREE) **8000 98 309** (Spain), (FREE) **800 814 567** (Portugal), (FREE) **8007 7376** (Cyprus) or **+44 208 684 3464** (from outside the UK). Or email us at **info@goldenleavesinternational.com**

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