Avalon Funeral Plans (Spain, Portugal, and Cyprus)
Generic Terms & Conditions
Valid from August 2024

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Avalon FUNERAL PLANS

Avalon Funeral Plans is a trading style of The Avalon Trustee Company Limited (Company No: 02836336), and Avalon (Europe) Limited (Company No: 03773923) both with their registered Head Office in England: Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND. Avalon Funeral Plans are authorised and regulated by the Financial Conduct Authority (FCA). Our UK plans are provided through Avalon Trustee Company Limited and its FCA registration number is 965284. Our European plans are provided through Avalon (Europe) Limited and its FCA registration number is 965286.

T: +34 966 799 070 / +44 161 486 2020 **E:** customercontact@avalonfuneralplans.com **W:** www.avalonfuneralplans.com

1. Welcome

Thank you for choosing an Avalon Funeral Plan. These Generic Terms and Conditions explain how our plans work, how any changes can be made to your plan by us or you and what rights you've got in relation to your plan. This document should be read alongside your plan specific Terms and Conditions.

It is essential that you take some time to read through these Terms & Conditions and your Funeral Plan specific Terms & Conditions along with the Funeral Plan Summary and Certificate document as these contain important information about your pre-paid Avalon Funeral Plan. These documents form the basis of the contract you have with Avalon.

An Avalon Funeral Plan is designed to provide the benefits detailed on your Plan Certificate by an Avalon appointed Funeral Director upon your death.

2. Contact Details and Regulatory Information

Avalon Funeral Plans is a trading style of The Avalon Trustee Company Limited (Company No: 02836336), and Avalon (Europe) Limited (Company No: 03773923) both with their registered Head Office in England: Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND.

Avalon Group Companies are authorised and regulated by the Financial Conduct Authority (FCA). Our UK plans are provided through The Avalon Trustee Company Limited and its FCA registration number is 965284. Our European plans are provided through Avalon (Europe) Limited and its FCA registration number is 965286.

Avalon has a European regional office in Spain: Avalon (Europe) Limited, Calle Albatera 1-68, Urb La Finca Golf, 03169 Algorfa, Alicante, Spain. This is a branch of Avalon (Europe) Limited in the UK.

In our plan terms, documents, and correspondence when we refer to "Avalon" we mean all of the Avalon Group of companies including The Avalon Trustee Company Limited and Avalon (Europe) Limited. Services to you may be provided by any Avalon Group company for all Plans and you can execute your rights detailed in these Terms and Conditions in the same way for either company.

We operate and trade through our website www.avalonfuneralplans.com

You can contact us by email at customercontact@avalonfuneralplans.com
or by phone: +34 966 799 070 / +44 161 486 2020.

3. Product Suitability (Demands & Needs)

We only provide Avalon's pre-paid funeral plans, and we can't provide you with any information about another company's pre-paid funeral plan products or any other financial services.

You should not buy a funeral plan if you already have one and you should consider if a plan is suitable for you if you already have some sort of alternative cover, such as a life insurance product.

We will gather information about you in terms of your demands & needs in order to provide guidance on the most suitable Avalon product for you. We will not give you advice or give a personal recommendation, but we will provide you with enough information to make an informed choice – which may be that you don't purchase a plan from us.

Our plans are designed to provide the services detailed within your Plan Certificate and Terms & Conditions from an Avalon appointed Funeral Director – this appointed Funeral Director may change during the life of your plan.

You must read the Funeral Plan Summary and Terms & Conditions of the plan you intend to buy to ensure that the items covered will meet your needs. Particular attention should be given to the more basic products, such as 'Direct to Cremation', if they're available to you to ensure you're aware of the limitations of them and whether it is what you need.

We don't expect you to use your plan immediately and if you expect to use the plan within 12 months of purchase, then you should consider the value of buying in advance. It may be cheaper for your family to pay when they need it. If you've been diagnosed with a life-limiting condition, then you must tell us. It won't stop you purchasing a plan, but you must pay for it in full or within the moratorium period.

Avalon Funeral Plans provide the funeral plans of The Avalon Trustee Company Limited in the UK and of Avalon (Europe) Limited in Spain, Portugal, and Cyprus. We do not provide plans to residents of any other countries, so if you move to a country not listed, you must inform us immediately so we can discuss your options.

4. Jurisdiction and Law

Unless “You” and “We” agree otherwise, this funeral plan will be governed by and construed in accordance with the laws of England and Wales, which will have exclusive jurisdiction on any disputes between you and us.

5. Plan Definitions

In this section we give you a short definition of some of the key terms that we refer to throughout our Terms and Conditions. Not all terms will be relevant for all Avalon Funeral Plans, for example references to Burial terms will not be relevant to a Cremation plan. If there is anything we have not covered and you need any help, please do contact us using the details in section 2.

Accidental Death: a sudden and unexpected violent event outside of the plan holder’s control and not linked to any illness or disease that leads to death.	**Appointed Funeral Director:** a professional who Avalon has a contractual relationship with who will provide the services detailed in your funeral plan.
Avalon LifeLocker: an online tool that helps you record your memories and write your life story.	**Burial Plot:** a plot of land or niche purchased to be used as a grave.
Burial: the act of putting a deceased individual into a grave or niche.	**Cemetery Fees:** the cost for the preparation of and the opening and closing of a grave.
Cremation: a method of final disposition of a deceased individual through burning.	**Complaint:** any expression of dissatisfaction where you have suffered (or may suffer) financial loss, material distress or material inconvenience from any stage of your journey conducted by Avalon or any other connected third-party. Further details can be found under section 15. Complaints.
Settlement Statement: a final statement of account showing outstanding instalment payments on a plan.	**Disbursements:** any costs/fees charged by a third-party for associated funeral products and services that are not under the direct control of the Funeral Director.
Dual Certification: a plan allocated in more than one country in which Avalon operate. For plan holders who have a residence in the UK, Spain, Portugal or Cyprus, dual certification may be offered depending on the plan type and residence.	**Enactment:** the process of enacting your wishes by delivering the products and services described in the Plan Certificate at the time of need and in accordance with the Terms and Conditions of the funeral plan.
Funeral Plan: a contract that allows you to pay for a funeral in advance, either for yourself or for someone else and fix the price.	**Joint Plan:** a single plan to cover one funeral with two named plan holders. It can be used for either named party at their time of need.
Moratorium Period: a period of 18 months at the commencement of the plan when special terms apply if you pay by instalments.	**Nominated Representative:** the person who has agreed to arrange the plan holder’s funeral when they die. This may be a family member (or Next of Kin), friend or a solicitor.
Plan Certificate: describes the products and services you will be entitled to, which are supplied by the appointed Funeral Director upon the plan holder’s death.	**Plan Statement:** provides details of your payment status and plan summary.
Plan Holder: the individual (or individuals) named on the Plan Certificate who are entitled to the products and services of the funeral plan upon death.	**Repatriation:** to bring or send back a deceased plan holder to their home country or land of citizenship.
Time of Need: the time when the funeral plan will be used after the plan holder’s death.	**You/Your/Plan Holder:** the customer and the intended funeral plan beneficiary – the person who is named on the Plan Certificate.
We/Us/Our: Avalon and its authorised agents and suppliers.	**Welcome Pack:** our post-contractual documentation that includes Terms and Conditions, Plan Certificate, Funeral Plan Summary and Welcome Letter.

6. Target Market

Avalon funeral plans can be purchased by anyone over the age of 18. Avalon plans are intended for people over the age of 50 that are residents of the UK, Spain, Portugal and Cyprus who want to prepay for a funeral and put in place an agreed set of products and services as described in the Plan Certificate and delivered by an Avalon appointed Funeral Director at the time of need.

7. Eligibility

You must be aged 18 or over from the start date of your plan. If you are paying by instalments over more than 2 years, you must have made all payments before your 80th birthday.

When you make an application for an Avalon Funeral Plan we will not ask you health questions and we don't require you to undergo a medical examination. Should you disclose a life limiting medical condition during your application we may ask you for more detail to establish if an Avalon Funeral Plan is suitable for you under your specific circumstances.

To enact an Avalon Funeral Plan at the time of need you will have either paid your plan in full or qualify for the plan products and services under the terms of the Moratorium Period. See section 8.4.

8. How do I pay for my Avalon Funeral Plan?

You can pay for your plan in one of three ways:

1. In full with a lump sum payment by direct bank transfer, credit/debit card or cheque
2. In instalments within 18 months by direct debit or standing order
3. In monthly instalments over more than 2 years by direct debit or standing order, with an additional instalment charge added to your monthly payments.

8.1 Payment in full

If you pay in full you will be fully covered from the day we receive your payment. All services detailed in these and your plan specific Terms and Conditions, will be provided at the time of need.

We offer the option for you to pay a deposit and pay the remaining balance within 21 days. If we do not receive full payment within 21 days your plan will be cancelled, and any payments made returned to the payer. Cover will start at the point the deposit is paid but in the event of death before full payment is made, the plan holders' family must pay the outstanding balance before the plan can be used, or the deposit payment will be returned to them in line with the cancellation policy for a fully paid plan.

8.2 Instalments within 18 months

If you pay by instalments within 18 months a deposit will be paid at the outset and the remaining balance will be split over the term. The minimum deposit amount will be specified in the specific Terms & Conditions of your plan. The monthly instalments will be paid by Direct Debit or Standing Order and no instalment charges apply.

We will not provide any of the products and services during the 18-month moratorium period unless your death is the direct result of an accidental death.

Should the plan holder's death occur within the instalment period from any other cause, the plan holder's family or Nominated Representative must pay the full outstanding balance of your Avalon Funeral Plan to be able to use the plan.

Should your Representative choose not to use your plan under these circumstances they can cancel your plan and receive a refund – see section 13.4 "Refunds". Your Avalon Funeral Plan will provide the products and services detailed on the Plan Certificate once the plan has been paid in full.

8.3 Instalments over more than 2 years

If you choose to pay for your plan in instalments over a period of 2 years or more, you will need to pay a deposit when setting up the plan. The minimum deposit amount will be specified in the specific Terms & Conditions of your plan.

Our maximum term for all our non-repatriation plans is 10 years and for our repatriation plans is 5 years.

You have the option to pay for your Avalon Funeral Plan in instalments over a period of 2 years or more.

The duration of your instalments depends on your age, but in all cases, the final instalment must be paid before your 80th birthday. For example, if you are 76 years old, you cannot choose a 5-year term, but you can opt for a 3-year term because all payments will be completed before you turn 80 years old.

An annual instalment charge is applied and included in each monthly instalment throughout the payment term.

This charge covers various costs associated with offering you the ability to pay for the plan over time, including inflation protection and early death provision from the time you take out the plan. These costs are divided into three main categories:

- Loss of investment returns due to not receiving the full payment upfront.
- Administration costs related to payment processing, currency exchange and credit control.
- Costs associated with providing accidental and early death protection through the Avalon Promise.

The instalment charge is a fixed annual fee added to the initial balance of your plan. It is calculated as 6% of the full price of the plan minus any deposit paid. This amount is then multiplied by the number of years of instalments. The total is added to the retail cost of the plan, minus any deposit paid, and divided by the number of instalments to determine the monthly instalment amount.

> **For example,** your Avalon Funeral Plan costs £4000, and you pay a £500 deposit, leaving £3500 outstanding. The annual fee would be 6% of £3500, which is £210. If you choose a 10-year term, you will pay an instalment charge of £2100 on top of the plan price. However, if you opt for a 3-year term, the instalment charge would be £630.

If we or you cancel your plan outside of the moratorium period, we will retain 50% of the instalment charge you have paid in addition to the cancellation fee. See Section 13 Plan cancellation.

Paying off your plan in fewer years is generally cheaper, and you can reduce the term at any time to lower the instalment charge. Please note that the annual instalment charge is calculated based on the anniversary of your plan's start date and is charged in full years. For example, if you have been paying for 3 years and 1 month of a 10-year plan and wish to pay it off completely, you will be charged for 4 full years of the instalment charge.

During the 18-month moratorium period, we will not provide any products or services unless your death is the direct result of an accident. If the plan holder passes away from any other cause within the instalment period, the plan holder's family or Nominated Representative must pay the full outstanding balance to receive the full benefits of the Avalon Funeral Plan. However, if the plan holder's death occurs after the moratorium period but within the instalment period, Avalon will provide the full benefits of the Avalon Funeral Plan without requiring the family or Representative to pay the outstanding balance.

8.4 Moratorium period for plans purchased in instalments "The Avalon Promise"

For plans purchased over instalments you will not be covered for anything under the plan if you die within the first 18 months, 'the moratorium period', unless your death is due to an accidental death.

Your plan will be unconditionally provided upon your death after the moratorium period or if you die within the moratorium period as the result of an accident.

An accident means a sudden and unexpected violent event outside of the plan holder's control and not linked to any illness or disease that leads directly to the death of the plan holder. For the avoidance of doubt, an accident does not include death through the ingestion of drugs (prescribed or otherwise), deliberate recklessness, or incidents where you are acting in an illegal way (such as drink-driving).

If you are paying for your plan over an instalment term of more than 18 months and should die after 18 months during the instalment term, Avalon will provide all of the products and services included in your Avalon Funeral Plan. We will not request the outstanding balance of the plan from your Nominated Representative (or a Next of Kin).

The Funeral Director will however request payment directly from your Nominated Representative (or a Next of Kin) for any extra items not covered by the Terms and Conditions of your plan. Should your Nominated Representative choose not

to use your plan under these circumstances they can cancel your plan and a refund of all monies paid into the plan less the applicable fees would be returned to the account from which payments were made or to the estate – see section 13 “Plan Cancellation”.

Should the plan holder’s death occur within the 18-month moratorium period from any other cause, the plan holder’s Nominated Representative (or Next of Kin) must pay the full outstanding balance in order to use the plan. Should your Representative choose not to use your plan under these circumstances they can cancel your plan and receive a refund - see section 13 Plan Cancellation.

8.5 Instalment Dates

We will collect your instalments monthly by Direct Debit. Your plan instalments will be collected on the 15th day of each month. If this payment date is on a weekend or on a public holiday, we will collect the instalment on the next available working day. The details showing on your bank statement for these payments will be “Avalon (Europe) Limited”. If you choose to make your payments with a Standing Order this can be on a day of your choice.

We use Gocardless to process your Euro (€) direct debit payments. More information on how Gocardless process your personal data and your data protection rights, including your right to object, is available at https://gocardless.com/legal/privacy.

Direct debit payments made by Euros are processed in accordance with the Payment Services Directive (Regulation 2015/2366/EU).

8.6 Missed instalment payments

It is important that you contact us as soon as you encounter difficulties with the instalment payments. We understand that sometimes a payment could be inadvertently missed and to accommodate this occurrence we will allow you to miss a monthly payment without losing the full benefits of the plan.

If you miss any instalment payment, we will write to you enclosing a statement of your account and advising you that your payments have not been made.

If you miss a direct debit, we will attempt to collect your missed payment within 14 days unless you call us and pay by an alternative method.

We will cancel your plan if you miss the equivalent of 2 consecutive monthly payments, 5 non-consecutive payments over a rolling 12 months, and do not rectify the missing payments within 10 working days of us requesting the payment. If you elect to discontinue with your instalment payments or we cannot contact you to rectify the issue, we will cancel your plan and return the monies paid less our cancellation fee of €495 / £395, unless you are in the moratorium period where there will be no fee.

We do not offer payment holidays, however, we understand that sometimes things go wrong, so in limited circumstances we may agree to a short-term payment reduction for a maximum period of 6 months. If after the 6-month period, payments do not return to the agreed amount, the plan will be cancelled. The amount outstanding will be added to the end of your term and you can only have one payment reduction per plan term.

If your plan is cancelled, we will return the amounts due to the same account we received your payments from and there is no obligation for us to fulfil your plan.

If we cannot refund the monies to the account that we hold details for we will hold the monies paid into your plan in the Trust until the point at which we can refund this to you or your estate. In either instance, there is no obligation by us to fulfil your plan.

8.7 Additional payments

It is generally cheaper to pay off your plan over fewer years. You can make one-off or regular additional payments into any instalment plan at any time to reduce your balance or pay the plan in full.

If you do this, you will then have two options; you can reduce the number of instalments left to pay or carry on paying over the same number of instalments and we will reduce the monthly premium to reflect the lower balance.

If your plan is paid in full then all future charges for paying by instalment will be waived from the next instalment anniversary date (e.g., if you’ve been paying for 3 years and 1 month of a 10-year plan and you wish to pay it off in full, you will be charged 4 full years of instalment charge).

You can request a Settlement Statement at any time to show your outstanding balance.

9. Trusts

The Avalon Funeral Trust No 4 has been established by a written instrument and is governed by trust laws. The Financial Services and Markets Act 2000 sets out the legislation that applies to funeral plans and you can be assured that Avalon's plans and Trust Fund comply with the legislation.

Your plan price includes an amount to cover our expenses and to provide for the administrative costs of running the business for the life of each Plan. We retain this amount when you pay, and the balance is placed and safeguarded in Avalon Funeral Trust No 4 and held in order to pay the Appointed Funeral Director and other costs of the agreed funeral.

These amounts are certified by the actuary to ensure we always have sufficient funds retained on trust to provide the funeral services at time of need. This is not a fee or a charge to you and any amount you pay to us is fully refundable, subject to the cancellation terms of your plan.

Subject to professional advice and guidelines and the Trust being over 10% in surplus, Avalon may receive additional amounts from the Trust.

For further information on our trusts, please see our Funeral Plan Trusts page **www.avalonfuneralplans.com/funeral-plan-trusts**.

Avalon is a member of the Financial Services Compensation Scheme. For more information on this please see section 18.

10. Joint Plan

Your plan can have two named plan holders and the plan can provide the products and services on the event of either the first or second plan holder's death. This is referred to as a joint plan and will cover either party identified on the Plan Certificate for one funeral only.

There is no additional charge for a joint plan but it will only cover one funeral. If you need to cover both funerals, then two plans will be needed.

11. Purchasing Plans for Others

A plan can be purchased with the intention of being used for someone else with or without their knowledge. We will collect their name, address and date of birth. All plan documentation and subsequent communication will be made available to the plan beneficiary.

In certain circumstances you may request that we do not notify the plan beneficiary of the existence of the plan. We will still collect their details but we will not provide them with the plan information.

There may be reasons why we cannot sell a plan without the plan beneficiary's permission and/or where we will need or choose to notify the plan beneficiary of its existence, if they were not previously notified. In these instances, we will notify the purchaser in advance and, if the plan is active, allow them to cancel the plan in line with the cancellation terms.

The plan beneficiary in these cases can choose not to be the plan beneficiary at any time and the plan will be cancelled and any applicable refund returned to the plan purchaser, in line with the Terms & Conditions. Alternatively, the plan purchaser can choose to gift the plan to another beneficiary.

12. Avalon Appointed Funeral Director

Your plan only covers services with an Avalon Appointed Funeral Director. We will appoint a Funeral Director that we work with to your plan who is located within the area you reside unless you specify otherwise.

If you move, we can assign another Avalon Appointed Funeral Director that's closer to your new place of residence. Let us know before the time of need and this will be done free of charge.

We cannot appoint a Funeral Director to you if we do not have a contractual relationship with them. We will notify you of your Avalon Appointed Funeral Director with your Welcome Pack, or in the case of any changes, within 7 days.

We will always provide the services listed in your Plan Certificate, but we may need or choose to change your Avalon appointed Funeral Director in the future, for example if we no longer have a relationship with the appointed Funeral Director listed on your Plan Certificate. If the alternative Funeral Director options available to Avalon do not meet with your approval, you can cancel your plan in line with the Terms & Conditions. See section 13.

13. Plan Cancellation

If your plan is cancelled, by us or you, then we will have no obligation to fulfil any of the terms of your plan.

In all cases if the total payments made are less than any applicable fees, we will not request you to make any further payment to us.

Where we refer to receipt of Welcome Pack, we will deem you to have received your plan in the following circumstances:

- On the day we emailed it to you;
- On the day we handed it to you in person; or
- Five working days after we posted it to you

13.1 Your right to cancel

13.1.1 Plans paid in full with a lump sum payment

You can cancel your plan:

- Within 30 days of the receipt of your Welcome Pack with no cancellation fee
- After 30 days following receipt of your Welcome Pack, we will refund all monies paid into the plan, less the cancellation fee which is £395 or €495 depending on the currency in which you're paying for your plan

13.1.2 Plans paid by instalments

You can cancel your funeral plan:

- Within 18 months of the receipt of your Welcome Pack with no cancellation fee
- After 18 months following receipt of your Welcome Pack, we will refund all monies paid into the plan, less 50% of the instalment charge you have paid and the cancellation fee which is £395 or €495 depending on the currency in which you're paying for your plan.

13.1.3 At time of need

At time of need, your Nominated Representative or Estate Executor/Administrator or Next of Kin can choose to cancel the plan and not use the services of the plan. If applicable as per the terms above and upon provision of required documentation, a refund of all monies paid into the plan, minus any applicable fees would be returned into the account from which payments were made or to the estate. In all cases we will need a Death Certificate, proof of rights to the estate (such as a Will or certificate of administration) and proof of account ownership.

13.2 How to Cancel

You can cancel your plan by email at customercontact@avalonfuneralplans.com or by phone:
+34 966 799 070 / +44 161 486 2020 Alternatively, you can write to us providing your name, address and plan details:

Customer Services Department, Avalon Funeral Plans, Brooke Court,
Lower Meadow Road, Handforth Dean, Wilmslow, Cheshire SK9 3ND, UK

13.3 Our right to cancel

Avalon will not provide the products and services of your plan or provide any benefit for any enactment and will cancel your plan if:

- You are abusive to our staff or any of our service providers
- We are not able to carry out what is included in your plan due to circumstances beyond our control. Or, if we are unable to provide the funeral in your chosen location
- You miss the equivalent of two consecutive monthly instalments or 5 non-consecutive monthly instalments over a rolling 12 months and choose not to rectify the outstanding balance within 10 working days of us requesting it
- You have been given a temporary payment reduction and you do not return to the regular payments at the end of the agreed period.
- You cancel your Direct Debit or Standing Order instruction, and you choose not to recommence payments
- If you make use of the 21-day payment option and we do not receive full payment within 21 days or at time of need, whichever is sooner
- We reasonably suspect fraud or illegal activity
- We would be exposed to sanction, prohibition or restriction under United Nations resolutions, or under the trade/economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13.4 Refunds

Before time of need: Refunds will be paid to you into the account that we hold details for within 14 working days and there is no obligation for us to fulfil your plan.

At time of need: No refund will be given for unused services on your Plan that are not Additional Services.

If a cancellation and subsequent refund is requested by your representative at time of need, refunds will be paid into the account from which payments were made or to the estate. In all cases we will need a Death Certificate, proof of rights to the estate (such as a Will or certificate of administration) and proof of account ownership.

If we cannot refund the monies for any reason, we will hold the monies paid into your plan in the Trust until the point at which we can refund this to you or your estate.

13.5 Transfer Your Plan

It is free to transfer your plan. The plan holder may elect to transfer a fully paid Avalon Funeral Plan to a third party (such as a friend or family member) including at the third party's time of need.

So that the plan can be transferred, the plan holder and/or plan purchaser named on the certificate must provide written authorisation to Avalon. Following the plan transfer the new plan holder will be entitled to all of the products and services as described on the certificate. The original plan holder will relinquish all right to the funeral plan.

Whilst you are paying in instalments if you transfer to someone else, they will be treated as a 'new plan holder' – the original plan will be cancelled and the balance you have paid will be used as a deposit towards the new plan and a new moratorium period will start for them unless they pay the balance in full. We will not charge a cancellation fee or retain any instalment charges at point of transfer, but they will be applied in full if the plan is subsequently cancelled.

Following the plan holder's death, the plan cannot be transferred to a new plan holder as it forms part of the plan holder's estate. Should the plan holder's Nominated Representative elect to cancel the plan following the plan holder's death all monies due (in line with the Terms and Conditions) shall be returned to the plan holder's estate, minus any applicable fees.

14. Enacting Your Plan

To enact the plan anyone, preferably your Nominated Representative, can contact us to notify us of your death 24 hours a day by calling us on one of the following numbers:

Spain or Portugal: **+34 966 799 070**

Cyprus: **+357 26 022 696**

UK: **or +44 161 486 4545**.

Our team will immediately begin the process of enactment of your plan.

Alternatively, your Nominated Representative can contact the nominated Funeral Director directly on the telephone number stated on your Plan Certificate. Our team will immediately begin the process of enacting your plan.

If it is not your Nominated Representative that contacts us to notify us of your death, we will attempt to contact them.

To enact an Avalon Funeral Plan at the time of need you will have either paid your plan in full or qualify for the plan products and services under the terms of the Moratorium Period. See section 8.4.

To help the process go smoothly we will need your plan details and information about you to verify you have a plan with us, so please share your plan information with your Nominated Representative in advance. We will also need a copy of the death certificate as soon as reasonably possible following the death, but this won't hold up any processes with the Avalon appointed Funeral Director.

15. Complaints

Avalon is committed to providing a quality service and working in an open and accountable way that builds trust and respect with customers and stakeholders. One of the ways in which Avalon can continue to improve our service is by listening and responding to the views of our customers and stakeholders, and by responding positively to complaints or issues (near-misses), and by putting mistakes right wherever appropriate.

What is a complaint?

A complaint refers to any expression of dissatisfaction where you have suffered (or may suffer) financial loss, material distress or material inconvenience from any stage of your journey conducted by Avalon or any other connected third-party.

- Financial Loss: Financial Loss is a term used to describe a situation where you may have suffered financially due to the actions or perceived actions taken by Avalon
- Material Distress: Where the actions of Avalon have materially and directly affected your emotional state
- Material Inconvenience: Where the actions of Avalon have had a material and direct impact to your life, causing a disproportionate amount of disruption or difficulty

An issue (near-miss) is an expression of dissatisfaction but doesn't meet the above definition of a complaint (e.g., you are dissatisfied but there's no financial loss, material distress or material inconvenience). We will deal with any near misses in the same way as a complaint, but you may not be able to refer these to the Financial Ombudsman Service (FOS).

How to complain

If you wish to make a complaint, please contact us using any of the following ways:

Email: complaints@avalonfuneralplans.com

Telephone: UK +44 161 486 2020 or Europe +34 966 799 070

In writing: Complaints Department, Avalon Funeral Plans, Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, Cheshire SK9 3ND, UK or Complaints Department, Avalon Funeral Plans, Calle Albatera 1-68, Urb La Finca Golf. 03169 Algorfa, Alicante, Spain.

What happens next?

We aim to assess any complaint or issue (near-miss) fairly, consistently, and promptly to determine whether it should be upheld and, if so, what remedial action or redress may be appropriate. We will always communicate with you regularly throughout our investigation.

We will aim to deal with your complaint issue (near-miss) as quickly as possible. If we don't resolve the complaint or issue (near-miss) at the first point you contact us, we aim to formally acknowledge your complaint within 3 business days.

We will always aim to provide you with a final response within 8 weeks of receipt of your complaint or issue (near-miss), unless there are extenuating circumstances that don't allow that to happen. Our final response may be sent with our acknowledgement. In our final response we will tell you whether we uphold your complaint or issue (near-miss), and where appropriate, offer redress or we will reject your complaint or issue (near-miss) and give you the reasons for doing so.

If you are not happy with how we've dealt with your complaint and would like to take the matter further you may have the right to refer your complaint to the Financial Ombudsman Service (FOS), free of charge – but you must do so within six months of the date of our final response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

You cannot take an issue (near-miss) to the Ombudsman, and we do not give them permission to investigate your issue unless it meets the definition of a complaint.

Address: Financial Ombudsman Service, Exchange Tower London E14 9SR, UK

Telephone: +44 (0) 300 123 9123 or +44 (0) 800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

16. Nominated Representative

At the time of your plan purchase we will ask you to provide details of a Nominated Representative. We send details of your plan to your Nominated Representative within 7 days of purchase to ensure that they are aware of your funeral plan contract, its products and services and the process to follow to enact the plan at the time of death. If your plan is changed or cancelled, we will also notify your Nominated Representative.

Your Nominated Representative will not have the right to make changes to your plan unless you give us explicit consent.

You may choose not to provide details of a Nominated Representative during the purchase process but may contact us at any time to add a Nominated Representative or change the details of your Nominated Representative.

If we don't hold current details of your Nominated Representative at the time of need, or due to unforeseen circumstances

we are unable to contact them, we will make all reasonable endeavours to contact your legal next of kin to act as your Nominated Representative or provide details of an alternative Representative.

Your Nominated Representative can opt out of communications from us about your plan. If they do that, we will contact you for an alternative Nominated Representative.

17. Plan Statement

We will send you a statement at least once every three years. This statement will include the following:

- How much you have got left to pay, if anything
- A reminder of key provisions of your plan
- A reminder of how to make changes to your plan
- A reminder of how to cancel your plan
- A reminder of the Financial Services Compensation Scheme; and
- A reminder of our contact details

If you want this information provided at any other time, please contact our Customer Service team by email at customercontact@avalonfuneralplans.com or by phone: +34 966 799 070 / +44 161 486 2020

18. Financial Services Compensation Scheme

In the unlikely event of the failure of Avalon there will be a reasonable likelihood that your funeral plan contract will be transferred to and continue to be carried out by another regulated funeral plan provider but that could potentially generate extra costs for you.

In the event that the relevant funeral plan contract will not continue to be carried out by us or another firm then you will receive a payment corresponding to your balance, but this may not be the full amount you've paid in.

Avalon is a member of the Financial Services Compensation Scheme (FSCS). Should Avalon be unable to meet its liabilities, you may be entitled to compensation from the compensation scheme.

Further information about the scheme is available on the FSCS website: **www.fscs.org.uk**

19. Use of your Personal Data

Avalon is the Data Controller, and you can contact us at any time using the contact details shown in the 'Contact Us' section of this document. The information collected by us is used for the purposes of setting up and administering the Avalon Funeral Plan, therefore the legal basis for the processing of your personal data is for the performance of a contract to which you are a party. Should we ever vary the legal basis for processing your personal data we will contact you prior to any further processing with all the relevant information.

The personal data we collect will be shared with the Avalon appointed Funeral Director to enable them to fulfil the plan benefits and make all the necessary funeral arrangements at the time of need.

The personal data will be retained by us and the Avalon appointed Funeral Director for the duration of your funeral plan. Should you cancel your plan, or once the plan benefits have been fulfilled there will be no requirement for either us or the Funeral Director to continue to process your data.

You have the right to request access to and rectification or erasure of your personal data at any time. You also have the right to withdraw consent to us using your personal data at any time, however, if consent is withdrawn whilst your funeral plan is still in force, this will mean that we will no longer be able to administer the plan for you and we will cancel the plan in line with the cancellation process as detailed in Section 14: Plan Cancellation

In the event that you are unhappy about the way we use or process your data, you can contact us using the contact details shown in the Section 15: Complaints section of this document. You also have the right to complain to the Information Commissioners Office.

We may share the personal data we collect with established reference agencies to undertake a search which is solely for the purposes of verifying your identity. A record of this search will be retained by us.

20. FAQ

How is my Funeral Director Appointed?

Your plan is designed to deliver the services listed on your plan certificate from an Avalon Appointed Funeral Director. We will usually choose the closest one to your address after you've bought your plan – we will notify you of your Funeral Director in your plan certificate. You can tell us if you have a preferred Funeral Director and if we have a contract with them, then we can appoint them to your plan. We cannot allocate your plan with a Funeral Director with whom we do not have a legally binding contract, so as a result, your Funeral Director could change over the life of your plan if contracts with Avalon change.

My plan says it has a disbursement contribution, what does that mean?

These are variable costs charged to the Funeral Director for services associated with your funeral by a third party. The amount is designed to contribute to the crematorium fee or cemetery fee, the doctor's fee (if applicable), and a celebrant or minister fee.

These costs vary across the country and not all of them will be charged for every type of funeral. We'll describe each one of these fees in more detail below.

- **Crematorium Fee** – This is the charge made to cremate your body at time of need and is set by the crematorium owners; these can be local authorities or private companies. Sometimes this fee will include a service at the crematorium too. Crematorium fees can vary considerably even in the same area and some crematoria apply different rates depending upon the time of day that the funeral takes place. There may also be additional fees applied if the crematorium is not in the area where you live. It should be noted that in most cases cremations at the weekend are almost always more expensive than a weekday fee. The funeral director will discuss crematorium options with your nominated representative at the time of need.
- **Cemetery Fee** – This is also sometime referred to as a Burial or Interment fee. This fee is for the opening and closing of an existing burial plot and a service to be held at the cemetery. This charge will be set by the cemetery which may be owned by a local authority, religious body or privately. There may be additional charges for burials for people that aren't resident in the burial site's catchment area. Our plans do not include the purchase of a new burial plot – you should consider purchasing this in advance.
- **Minister/Celebrant Fee** – This is the fee charged by the person officiating the service at the crematorium, cemetery, or other building and could be for a religious or non-religious service. We recommend considering the type of service you might want and add this to your plan as a request. Our plans do not provide for other charges such as minister travel, church, or organist fees.

If your plan has a disbursement contribution in it, the we offer a contribution up to £1200 for these third-party costs in your plan price and this rises in-line with CPI every year in July. If the 3rd-party costs are higher than the amount available in the plan at the time of the use, then any shortfall will need to be paid by your family or estate. If the fees are less than the contribution, then we do not refund any amounts not used.

What does "dual certification" mean, and do I need to live in both places?

Dual Certification allows you to nominate a second address in one of the countries we operate in (current UK, Portugal, Spain, or Cyprus) where Avalon can appoint a local Funeral Director to deliver the services listed on the plan certificate. It should be noted that the services differ in each country to account for local customs and prices – your plan terms and conditions will tell you what your equivalent plan is. You don't have to live in both addresses, you just have to be able to receive post there - the Avalon Appointed Funeral Director will be allocated within the locality of the address you provide us; if at the time of need we need to change the Avalon Appointed Funeral Director, there may be additional charges.

Contact us

Avalon (Europe) Limited

Avalon Funeral Plans
Brooke Court
Lower Meadow Road
Handforth Dean
Wilmslow
Cheshire
SK9 3ND

UK

Or

Calle Albatera 1-68,
Urb La Finca Golf,
03169 Algorfa,
Alicante,
Spain

Talk to us on
+34 966 799 070
+357 26030389 (Cyprus)
or
+44 161 486 2020

Email us at
customercontact@avalonfuneralplans.com

Visit us at
www.avalonfuneralplans.com

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