

# Terms and Conditions

**Our aim: Our plans will give you and your loved ones protection from the risk of rising funeral costs and ensure that your family isn't faced with difficult choices at a challenging time.**

## Welcome to Avalon Funeral Plans

Thank you for choosing an Avalon funeral plan. This document has been designed to provide all the information you need about your plan.

Our Terms and Conditions explain how our plans work and how any changes can be made to your plan by us or you.

These terms and conditions apply to our range of funeral plans: **Standard, Plus, Premium** sold in the UK from 27th January 2020.

We use terminology such as “you”, “your”, “I” and “my”. When we use these words, we mean the person the plan is for.

When we use the words “Funeral Directors”, we’re talking about the Funeral Directors we have a relationship with.

We have carefully selected the Funeral Directors we work with to ensure we offer the very best service and can provide funerals across the UK.

When we use the word “representative”, we’re talking about the person who’ll arrange your funeral when you die. This may be a family member, personal friend or a solicitor.

We’ll also use the words “we”, “us” and “our”. When we use these words, we mean The Avalon Trustee Company Limited.

Avalon Funeral Plans has been approved by the Funeral Planning Authority Limited (FPA) as a Registered Provider.



**Your plan is an agreement between you and us. Your agreement is made up of these Terms and Conditions, your application form, and your plan certificate. You'll get your plan certificate and a welcome letter when you buy your plan, and your certificate will confirm what's included.**

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## 1. Who can buy a plan?

You must be aged 18 or over from the start date of your plan. If you're paying by instalments, you must have made all payments before your 90th birthday, unless you are eligible for the Avalon Promise (please see Section 4).

There are no health questions and no requirement for a medical examination.

Your plan can have two plan holders and the plan can provide the benefits on the event of either the first or second plan holder's death. This is referred to as a joint plan.

## 2. What information will you need and how will it be used?

Avalon Trustee Company Limited 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 your 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 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 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 the 'How Do I Cancel My Plan?' section below.

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 'How Do I Make a Complaint?' 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.

## 3. How does my plan work?

Your plan provides the benefits detailed on your plan certificate by an appointed Funeral Director upon your death as long as you've paid for the plan in full.

If you are paying by instalments:

- Plans not eligible for the Avalon Promise - Your plan provides the benefits detailed on your plan certificate by an appointed Funeral Director upon your death once the plan has been paid in full. If there is a remaining balance to pay, a closing statement will be sent to your representative. They will have the option to; pay the outstanding balance before the funeral, or cancel the plan in writing and we will return all payments less a cancellation fee as detailed in the 'How Do I Cancel?' section.
- Plans eligible for the Avalon Promise - Your plan provides the benefits detailed on your plan certificate by an appointed Funeral Director upon your death. There will be nothing more for your representative to pay for the benefits provided by your funeral plan subject to the terms of the Avalon Promise.

Your plan covers funerals carried out in mainland UK and the European countries we operate in.

Once your plan has been enacted, there will be no residual monetary value in your plan.

## 4. What is the Avalon Promise?

The Avalon Promise is available on both cremation and burial plans. If you are aged between 18 and 77 years of age you can choose to pay for your funeral plan by instalments over a term of 2 or more years and benefit from the added security of the Avalon Promise. In any event, your plan must have been fully paid by no later than your 80th birthday.

Should you pass away after your plan has been in place for 12 months and have instalment payments remaining, we will honour all of the services included in your plan certificate. We will not ask your representative to cover the remaining instalment payments. Your plan certificate will include the Avalon Promise in the list of services.

At the time of need all of your plan instalment payments must be up to date and have been paid on a regular monthly basis in accordance with your plan term described on the application form.

The funeral must be carried out by the Avalon appointed Funeral Director.

The Avalon Promise is offered as a discretionary benefit and is not an insurance product.

### Important exclusions for the Avalon Promise:

Only a plan holder or plan holders identified on the funeral plan application form and plan certificate will be eligible for the Avalon Promise and the plan cannot be transferred to a third party unless the plan has been paid in full prior to a plan transfer.

Your plan will not provide the Avalon Promise benefit should you have missed 3 or more plan instalment payments at the time of need.

The Avalon Promise is not a guarantee to cover any shortfall in 3rd party costs. Please refer to section 7. What's included in my plan? and your Key Features Document.

### What if I die within the first 12 months?

Within the first 12 months should the plan holder die as the result of a 'covered accident' the plan will still be eligible for the Avalon Promise benefit. Should death occur within the first 12 months from any other cause your family or representative must pay the full outstanding balance of your plan for the funeral to go ahead using your Avalon plan.

A 'covered accident' means a sudden and unexpected violent event outside of the plan holder's control and not linked to any illness or disease. A covered accident does not include death resulting from the ingestion of drugs, including prescribed medication.

### Will I still be eligible for the Avalon Promise if I miss a payment?

If at the time of need, you have missed up to 2 instalment payments, your family or representative can make up the outstanding payments so that your instalment payments are up to date at the time of need and therefore your plan is eligible for the Avalon Promise.

If more than 2 instalment payments are outstanding, the plan will no longer be eligible for the Avalon Promise and your family or representative will then have the option to; pay the full outstanding balance before the funeral, or cancel the plan in writing and we will return all payments less a cancellation fee as detailed in the 'How Do I Cancel?' section.

## 5. How will my money be held?

You can be confident your plan will provide the benefits at the time of need. The money you pay into your plan is safeguarded and held in trust. The Avalon Funeral Trust No 3 Deed 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.

The trust funds are held separately to the assets of Avalon Trustee Company Limited. The Custodian Trustee is Link Corporate Trustees (UK) Limited and the funds are managed by independent Fund Managers. In the unlikely event that we cease trading, the Avalon Funeral Trust would continue to be run by the Trustees.

We retain an amount from the payment made by you to cover our reasonable administrative overheads and expenses, of running the business for each plan. Furthermore the Trust is authorised from time to time to make such further payments towards our overheads and expenses subject to professional advice, whilst ensuring that the Trust retains sufficient funds to meet its obligations to all our plan holders. Should the Trust Fund be wound up, which would be extremely unlikely, and your plan has not been used to provide a funeral or been cancelled, you would receive a share of the Trust Fund as determined by the Actuary to the Trust.

## 6. What is dual certification?

We also offer dual certification, so that members who live in two countries can have a funeral in either location, providing we operate there.

This option is available to you if you move abroad to, or already have a home in, one of the European countries we operate in after the plan is purchased. You can find more details about the European countries we operate in on our website: [www.avalonfuneralplans.com](http://www.avalonfuneralplans.com). Remember to let us know in writing about your second residence, or if you emigrate, so we can update your address and, if necessary, we will assign a new Funeral Director to conduct the funeral.

If your death happens in your second residence but you wish for the funeral to be in the UK, we can offer repatriation but additional fees will apply (and the same applies should you die in the UK and wish your funeral to be held abroad).

## 7. What's included in my plan?

To find all the details, read the Key Features Document on our website, ask your local advisor or our customer services team.

The cost of your funeral will be made up of two types of fees:

- Funeral Director Services which cover all the essential elements of your funeral. No matter how much these services increase in the future, your plan secures them at no extra cost to you or your representatives (providing the funeral is carried out by the appointed Funeral Director).
- Your plan also includes a third party costs allowance up to a pre-determined limit for cremation or burial. The allowance is put towards the third party costs associated with the funeral including cremation or cemetery fees, Doctor's fees or Minister's fees. The allowance increases in line with the Consumer Price Index (CPI) on the 1st July each year.

Your plan may also include additional services that you will have paid for in full, or covered in the instalments over the term of the plan. You can also make a contribution payment towards the cost of additional services, which can be paid for in the same way.

Your plan can also feature your special requests that will be passed onto the Funeral Director at the time of your funeral.

Your plan also includes unlimited transportation within the UK mainland or within mainland Northern Ireland (known as conveyance), so your body can be transported to your appointed Funeral Director.

## 8. What's not included in my plan?

There may be extra charges at the time of your funeral for other items that aren't covered by your plan. For example:

- A church service
- A wake/catering
- Obituary notices
- Flowers
- Memorial caskets
- Burial plot
- Headstone/memorial

Any additional services or personal requests you make will be passed on to the appointed Funeral Director at the time of need, but they cannot be guaranteed.

Your plan doesn't cover the cost of repatriation from outside of the UK mainland or Northern Ireland to your appointed Funeral Director.

Your plan doesn't provide the plan benefits in countries where we don't operate.

If your representative requests another Funeral Director at the time of need, there may be additional charges for them to pay.

If your family should choose to have the funeral at the weekend additional charges may apply.

## 9. How do I pay?

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

1. In full with a lump sum payment
2. In instalments within 12 months
3. In instalments over more than 12 months

If paying by instalments over more than 12 months, an instalment charge of 5.2% per annum applies. You'll be told the total amount you'll pay when you buy the plan.

### Will I pay a deposit?

Yes, if you're paying by instalments you'll pay a deposit to set up your plan, this will be deducted from the total amount and reduce your monthly payments.

### How can I pay and when will I be entitled to my plan?

#### Paying in full

You can pay in full by cheque, direct bank transfer, credit or debit card.

#### Paying in instalments within 12 months

You'll pay over a period of up to 12 months. A deposit will be paid at outset and the remaining balance will be split over the term. The monthly instalments will be paid by Direct Debit and no instalment charges apply.

#### Paying by instalments over more than 12 months

You'll pay over a period of time with the cost of your plan split over the term. You'll pay the instalments (including instalment charge of 5.2% per year) by a monthly Direct Debit.

Your plan will provide the benefits detailed in your plan certificate once it's been paid in full.

If you die before all instalments have been paid:

- When your plan features the Avalon Promise benefit your plan will provide the benefits detailed in your plan certificate by an appointed Funeral Director upon your death. There will be nothing more for your next of kin or representative to pay for the benefits provided by your funeral plan subject to your payments being up to date at the time of need and the terms of the Avalon Promise.

OR

- When your plan is not eligible for the Avalon Promise and you have remaining instalment payments to pay on your plan, a closing statement will be sent to your representative. They will have the option to; pay the outstanding balance before the funeral, or cancel the plan in writing and we will return all payments less a cancellation fee as detailed in the 'How Do I Cancel?' section.

### Online purchases

If you purchase your plan online, please refer to the online payment terms featured in our Terms of Use policy on our website [www.avalonfuneralplans.com](http://www.avalonfuneralplans.com)

### What if I miss a payment?

It's important that you contact us as soon as you encounter difficulties with the instalments. You'll have 60 days to reinstate your plan by recommencing the instalments.

If you choose to do this, we may conduct a plan review of the current price of your plan and instalments made to date. This may lead to an increase in the payment amount or the instalment term of your plan. We'll discuss this with you at the time.

If you choose not to re-commence payments, the monies held (less the cancellation fee) will, at the time of need, be paid to your appointed Funeral Director as a contribution towards their fees or to your representative. In either instance, there is no obligation by us to fulfil your plan.

### When will my instalments be collected?

We'll collect instalments monthly by Direct Debit. You can choose a payment date of the 1st, 8th, 15th or 22nd day of the month. Your plan instalments will be collected on the same day each month. If this payment date is on a weekend or on a bank holiday, we'll collect the instalment just after that date.

The details showing on your bank statement for these payments will be Avalon Funeral Trust No. 3.

### Can I make one-off payments to pay off my plan more quickly?

Yes, that's not a problem. You can make one-off extra payments on any instalment plan at any time to reduce your balance, or pay the plan in full.

If you do this, you'll then have two options; you can reduce the number of instalments left to pay, or carry on paying over the same number of instalments. We'll reduce the instalments to reflect the lower balance.

You can also request a Conversion Statement at any time to show your outstanding balance. If this is paid in full then all future instalment charges from the next instalment date will be waived.

## 10. How do I make changes?

You may want to make changes to your plan. If so, you can contact us using the details in the 'Contact Us' section.

### Can I upgrade my plan, add items and/or pay over a longer period?

Your plan payment method	To make the changes
<b>Fully-paid plans</b>	You'll need to pay for the upgrade or extra items when you make the change.
<b>Instalments of up to 12 months</b>	<p>You can upgrade your plan or add extra items and/or pay over a longer period.</p> <p>You can either pay for the upgrade or extra items by direct bank transfer, by cheque, or by debit or credit card. Or you can amend your instalments to take account of the change.</p> <p>If you want to pay over a longer period than 12 months, you'll need to change to instalments over the term of your plan. See the 'How Do I Pay?' section.</p>
<b>Instalments over more than 12 months</b>	<p>You can upgrade your plan or add extra items, and/or pay over a longer period.</p> <p>You can pay for the upgrade or extra items by direct bank transfer, cheque, debit or credit card.</p>

## Can I upgrade my plan, add items and pay over a shorter period?

Your plan payment method	To make the changes
Fully-paid plans	This isn't relevant to fully-paid plans – see above for upgrades.
Instalments of up to 12 months	You can upgrade your plan or add extra items and pay over a shorter period. You can repay your plan at any time within the 12 month term either by paying a lump sum or making extra ad hoc payments.
Instalments over more than 12 months	You can upgrade your plan or add extra items and pay over a shorter period. You can reduce the period that you pay for your plan. You can increase your monthly payments to reduce the payment term. This will mean that the plan will be paid in full quicker than the original term and as a result will reduce the amount of instalment charges.

## Can I transfer my plan to someone else?

Yes, you can transfer your plan at any time, or at someone else's time of need. The Avalon Promise cannot be transferred; however all other terms will apply as if the plan was used by the original plan holder.

The plan will provide the benefit detailed on your plan certificate to the person you're transferring it to once it's been paid in full. If you're paying by instalments and the time of need occurs before they have all been paid, a closing statement will be given the plan holders representative. They'll have the option to pay the balance outstanding before the funeral, or cancel the plan in writing and we'll return all payments less a cancellation fee as detailed in the 'How Do I Cancel?' section.

## How can I change my personal details?

Let us know if you change your name, address or bank details, or anything else that may affect your plan.

If you move, get in touch so we can appoint another Funeral Director that is closer to your new place of residence. Let us know before the time of need and this will be done free of charge.

If you move to one of the European countries that we operate in, contact us so that we can issue a plan certificate with your new address and appoint a Funeral Director in that country, should death occur abroad.

If you move to a country where we don't operate, or we can't find a Funeral Director in the area you've moved to, the plan benefits will not be available in that country and we will cancel your plan and refund the monies paid, less the cancellation fee. See the 'How Do I Cancel?' section.

## How is my Funeral Director appointed?

We have an extensive number of contracted, reputable, independent Funeral Directors to fulfil the funeral arrangements in the future. We'll appoint a Funeral Director to your plan that is located within the area you reside.

If you move, we can appoint another 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.

## 11. How do I cancel?

### Within 30 days of the start date

However you pay, you can cancel your plan within 30 days of the start date without giving any reason and receive a full refund.

### After 30 days of the start date

However you pay, you can cancel your plan at any time. If you cancel after 30 days of the start date, we'll refund all monies paid into the plan, less the cancellation fee which is £395.

We will have no further obligation to fulfil your plan.

Please note, your plan is not an investment product and does not pay interest on money refunded.

Cancellation of your plan must be in writing and you can do this by using the details below to get in touch. You will receive the refund within 30 days of your request.

@ By email:  
[info@avalon-trustee.co.uk](mailto:info@avalon-trustee.co.uk)

 In writing to us at:  
**Brooke Court, Lower Meadow Road,  
Handforth Dean, Wilmslow, Cheshire SK9 3ND**

 Or you can phone us first on:  
**Avalon Customer Services 0161 486 2020**

If the plan is not enacted at the time of need, your representative can choose to cancel the plan and receive a refund of all monies paid into the plan, less the cancellation fee which is £395.

### Our right to cancel your plan

We can cancel your plan if:

- We're not able to carry out what's included in your plan due to circumstances beyond our control. Or, if we're unable to provide the funeral in your chosen location.
- You withdraw consent for us to continue processing your personal data. We'll refund all monies paid into the plan, less the cancellation fee which is £395.

## 12. How do I make a complaint?

Complaints should be made:

@ By email:  
**compliance@avalon-trustee.co.uk**

 In writing to us at:  
**Brooke Court, Lower Meadow Road,  
Handforth Dean, Wilmslow, Cheshire SK9 3ND**

 Or you can phone us on:  
**Avalon Customer Services 0161 486 2020**

We'll be in touch within 7 working days and aim to resolve your concerns within 30 days whenever this is reasonably possible.

### Alternative Dispute Resolution

If you live in the UK and you're not happy with our response to your complaint, you can contact the Funeral Planning Authority, of which Avalon Trustee Company Limited is a registered provider:

@ By an online form:  
**funeralplanningauthority.co.uk/contact-us/  
complaint-form**

 By phone:  
**0345 601 9619**

 On the website:  
**www.funeralplanningauthority.com**

The Authority provides an independent conciliation and arbitration service through The Chartered Institute of Arbitrators. Plan Providers are bound by an arbitrator's decision, subject to the right of the Plan Provider or the customer to seek a review of the decision.

### Online Dispute Resolution

If you've bought your plan online and have a problem with the goods or services you purchased, you can use the Online Disputes Resolution (ODR) platform to make a complaint and have it resolved by an independent dispute resolution body. The ODR platform is not linked to any trader. You can use it to take your complaint to an approved dispute resolution body. You can find the platform here: <http://ec.europa.eu/odr>.



## Contact us

### Avalon UK

**Avalon Trustee  
Headquarters**

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

**Talk to us on**

0161 486 2020

**Email us at**

[info@avalon-trustee.co.uk](mailto:info@avalon-trustee.co.uk)

**Visit us at**

[www.avalonfuneralplans.com](http://www.avalonfuneralplans.com)

