

# Expat Plus Funeral Plan (Portugal)

## Terms & Conditions

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## 1. Welcome

Thank you for choosing the Avalon Expat Plus Funeral Plan. This document has been designed to provide all the information you need about the Expat Plus Plan. These 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.

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

The Avalon Expat Plus Plan is designed to provide the benefits detailed on your Plan Certificate by an 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, UK.

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

Avalon is registered in the UK with the Information Commissioners office under Z2182327 (The Avalon Trustee Company Limited), Z2182344 (Avalon (Europe) Limited).

You can contact us by email at [customercontact@avalonfuneralplans.com](mailto:customercontact@avalonfuneralplans.com) or by phone: +34 966 799 070 or +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.

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.

Avalon Funeral Plans provide the funeral plans of The Avalon Trustee Company 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. 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:** means 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.

**Avalon LifeLocker:** an online tool that helps you record your memories and write your life story.

**Cremation:** is a method of final disposition of a deceased individual through burning.

**Conversion Statement:** a final statement of account showing outstanding instalment payments on a plan.

**Dual Certification:** a plan allocated in more than one country.

**Funeral Plan:** is a contract that allows you to pay for a funeral in advance, either for yourself or for someone else.

**Moratorium Period:** a period of 18 months at the commencement of the plan when special terms apply if you pay by instalments.

**Plan Certificate:** this 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 Holder:** the individual (or individuals) named on the Plan Certificate who are entitled to the products and services of the funeral plan upon death.

**Time of Need:** this is the time when the funeral plan will be used after the plan holder's death.

**We/Us/Our:** Avalon and its authorised agents and suppliers.

**Appointed Funeral Director:** a professional who Avalon has a relationship with who will provide the services detailed in your funeral plan.

**Cemetery Fees:** the cost for the preparation of and the opening and closing of a grave.

**Complaint:** a statement of dissatisfaction, whether written or verbal, submitted to us by you or on your behalf. This excludes simple enquiries, as well as requests for clarification or information regarding your plan. Further details can be found under section 18. Complaints.

**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.

**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.

**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.

**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 Statement:** provides details of your payment status and plan summary.

**Repatriation:** to bring or send back a deceased plan holder to his or her home country or land of citizenship.

**You/Your/Plan Holder:** the customer and the intended funeral plan beneficiary – the person who is named on the Plan Certificate.

**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 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.

The Expat Plus Plan provides for the essential products and services provided directly by the Funeral Director for a cremation or burial in Portugal.

## 7. Eligibility

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

When you make an application for the Expat Plus 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 Expat Plus Plan suitability under your specific circumstances.

To enact the Expat Plus 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 8.2.

## 8. Costs and Payment

### 8.1 How much will my Expat Plus Plan (Portugal) cost?

We have laid out below examples of the instalment terms available and the total payable for the plan when the instalment charges are included in the total cost. We will provide an exact cost breakdown dependent on the deposit and terms for each individual.

Plan Name	Full Payment Price	Deposit	Term in years	Monthly Premium	Total Payable	Instalment Cost
Expat Plus Plan (Portugal)	€4434 / £3845	N/A	N/A	N/A	€4434/£3845	N/A
	€4434 / £3845	€100 / £100	18 months	€240.78 / £208.06	€4434 / £3845	€0 / £0
	€4434 / £3845	€100 / £100	2	€202.26 / £174.77	€4954.08 / £4294.40	€520.08 / £449.40
	€4434 / £3845	€100 / £100	5	€93.91 / £81.15	€5734.20 / £4968.50	€1300.20 / £1123.50
	€4434 / £3845	€100 / £100	10	€57.79 / £49.94	€7034.40 / £6092	€2600.40 / £2247

The total payable for the plan covers the essential elements of the funeral provided by the appointed Funeral Director as detailed in these Terms and Conditions and described on the Plan Certificate. You secure these products and services at the price agreed today and if 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 an Avalon appointed Funeral Director.

### 8.2 How do I pay for my Expat Plus Plan (Portugal)?

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 18 months by direct debit or standing order, with an additional monthly instalment charge of 6.0%

The instalment charge is a fixed annual fee added to the balance owed at the start of your plan. The annual instalment charge is calculated as 6.0% of the full payment price of the plan less any deposit paid. This is then multiplied by the number of years of instalments. The total amount is added to the retail cost of the plan less any deposit paid and divided by the number of instalments to give the monthly instalment.

#### 8.2.1 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 Terms and Conditions will be provided at the time of need.

#### 8.2.2 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 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 a covered accident.

Should the plan holder's death occur within the instalment period from any other cause, the plan holder's family or Representative must pay the full outstanding balance of the Expat Plus 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. A full refund of all monies paid into the plan would be returned to the account from which payments were made or to the estate.

Your Expat Plus Plan will provide the products and services detailed on the Plan Certificate once the plan has been paid in full.

#### 8.2.3 Instalments over more than 18 months

If you are paying for your plan by instalments over a term of 18 months or more, you will pay a deposit to set up your plan, this is a minimum of £100 / €100 but you can contribute more if you want to.

An instalment charge of 6.0% per annum applies and is included in each monthly instalment for the duration of the payment term. You will pay the instalments (including instalment charge of 6.0% per year) by a monthly Direct Debit or Standing Order.

We will not provide any of the products and services during the 18 month moratorium period unless your death is the direct result of a covered accident. 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 for the full benefits of the Expat Plus Plan to be provided. Should the plan holder's death occur after the moratorium period and within the instalment period, the full benefits of the Expat Plus Plan will be provided by Avalon without asking the family or Representative to pay the outstanding balance.

### **8.3 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 a covered accident.

If you are aged between 18 and 77 years of age you can choose to pay for the Expat Plus Plan by instalments over a payment term of 2 or more years. Your age will determine how long you can have instalments over and in all cases the final instalment must be paid before your 80th birthday. As an example, if you were 76 years old, you could not pay over a 5-year term but you could pay over a 3-year term because all payments will be made before you turn 80 years old.

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 a covered accident.

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 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 the Expat Plus 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 Representative choose not to use your plan under these circumstances they can cancel your plan. A refund of all monies paid into the plan, less the €495/£395 cancellation fee would be returned to the account from which payments were made or to the estate.

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 a full refund will be returned to the account from which payments were made or to the estate.

### **8.4 Instalment dates**

We'll collect instalments monthly by Direct Debit on the 15th of 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 (Europe) Limited". You can also choose to pay for your plan by Standing Order.

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)

### **8.5 Disbursement Allowance/contribution**

When your funeral takes place in Portugal, the disbursements costs for a cremation are included in your plan. If you choose a burial, extra charges could be applicable, and the plan does not include the purchase of a burial plot.

When your funeral takes place in UK your plan includes a disbursements contribution up to £1000 for cremation or burial (for Doctors, Minister/Celebrant, Cemetery/Cremation fees). The contribution increases in line with the UK Consumer Price Index

(CPI) on the 1st July each year.

If your plan is enacted in the UK and the Disbursements Allowance does not meet all of the costs following the plan holder's funeral, any outstanding sum will be requested from the Nominated Representative and should be paid in full within 30 days of the funeral service.

## **8.6 Special requests**

Your plan can also feature your special requests that you will retain with your plan documents and passed onto the Funeral Director at the time of your funeral. Special Requests feature personal preferences for the day of the funeral such as:

- Dress code (colourful clothes, formal wear);
- Songs, hymns, readings for the service;
- Flowers or charitable donations;
- Alternative coffin to the one provided with the plan;

If your Special Requests incur a cost these will have to be paid for by your representative to the Funeral Director at time of need.

## **8.7 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 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 write to you enclosing a statement of your account and advising you that your payments have not been made.

We will cancel your plan if you miss 2 consecutive monthly payments 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 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 pay it to your appointed Funeral Director as a contribution towards their fees. In either instance, there is no obligation by us to fulfil your plan.

## **8.8 Additional payments**

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 instalments will be waived from the next instalment date.

You can request a Conversion Statement at any time to show your outstanding balance. A conversion statement gives you the balance that would be due if you paid for your plan in full within 30 days of the statement being issued.

## 8.9 The price of a funeral

The Portugal Expat Plus Funeral Plan price of 4,434 EUR compares to the current average price of an 'at need' funeral price should you require a similar funeral today.

At time of sale, Avalon will allocate your plan to a specific Funeral Director(s) and have negotiated a wholesale price for the costs of provision of your funeral. These wholesale costs to Avalon vary, for example, by region and plan type but on average are for this plan are 2,748 EUR + annual uplift for inflation at today's prices.

Unlike the plan price you pay which is fixed, the at need price today is likely to rise with inflation each year until you need a funeral. These wholesale costs to Avalon are also uplifted for inflation each year.

Plan name	Current retail price	Average wholesale price	Max. Certified Amount received by Avalon from the Trust (per plan) for setting up and managing your plan over its lifetime
Europe – Portugal Expat Plus	4,434 EUR	2,748 EUR + annual uplift for inflation	1,288 EUR

## 8.10 Trusts

The money you pay for your plan is paid into the Trust and is held and safeguarded until the time of need. 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.

All the money you pay for your plan is paid into the Trust. Avalon do not receive any money from the trust unless it is funded to over 110% of required funds to provide your funeral in the future. If the trust is funded to over 110%, we receive a maximum of 1,288 EUR from the trust for every plan we sell to cover our reasonable administration overheads and expenses of running the business for each plan.

The amount Avalon receive can vary but is subject to the maximum amounts per plan and subject to the FCA funding rules. These maximums are the amounts 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](http://www.avalonfuneralplans.com/funeral-plan-trusts) or if you'd like a copy in writing, please contact our Customer Service team on **+34 966 799 070 / +44 161 486 2020**.

Avalon is a member of the Financial Services Compensation Scheme. For more information on this please see section 21.

## 9. Plan Inclusions

**Subject to the terms described here, this plan will cover:**

- 1) Appointed Funeral Director attending to all the necessary funeral arrangements prior to and on the day of the funeral
- 2) Appointed Funeral Director providing confidential advice on the certification and registration of the death
- 3) Collection and transportation of the deceased from a place of residence, a care home, hospital or resting place in Portugal to the mortuary
- 4) Care and preparation the deceased at the funeral home – to include full hygienic treatment as required
- 5) Supply of a quality veneered coffin - suitable for burial or cremation
- 6) Minister or celebrant for funeral service
- 7) Relevant funeral staff required to conduct the funeral service
- 8) Avalon LifeLocker
- 9) Cremation fee



- 10) 4 days mortuary expenses
- 11) Transportation of the deceased to the FD appointed crematorium
- 12) Time to pay last respects
- 13) National and International death certificate
- 14) 24-hour bereavement line with English speaking operators based in Europe
- 15) Small spray of flowers
- 16) Supply of a simple urn
- 17) Cremation certificate to allow ashes to be taken on board an aircraft, where appropriate

## 10. Plan Exclusions

We have set out below items that are frequently associated with a funeral but are not covered by the Expat Plus Plan. This is not an exhaustive list of products and services.

Following the death of the plan holder should your Nominated Representative elect to add products or services to your funeral there will be extra charges that will have to be paid by your Nominated Representative unless you had made specific provision for the payment of the products or services in your plan

### Your plan does not include:

- 1) Any services for a Funeral Director not appointed by Avalon
- 2) Additional venue costs to host the event of a service
- 3) A wake, including the costs associated with catering for the funeral congregation/guests
- 4) Obituary notices posted in the media
- 5) Extra flowers, floral tributes, or any items requested in celebration of the deceased
- 6) Burial plot – a plot of land purchased to be used as a grave
- 7) Headstone, memorials, or associated costs for stonework and erection thereof
- 8) Gifts, including charitable donations
- 9) Cost incurred for the upkeep and maintenance of a memorial
- 10) Any transportation of funeral guests on the day of the funeral
- 11) List of funeral guests who sent flowers and charitable donations
- 12) Use of chapel of rest for viewing the deceased
- 13) Hymn cards and order of service
- 14) Audio or visual equipment
- 15) Interment or distribution of ashes
- 16) Repatriation to or from Portugal
- 17) Transfer to or from mainland Portugal or Madeira

## 11. Dual Certification

Your Expat Plus Plan is designed to provide your funeral in Portugal.

For plan holders who have a second residence in the UK, mainland Spain, Canary islands, Balearic Islands or Cyprus we offer dual certification. This means that a plan holder who lives or spends part of their time living in two countries of mainland Great Britain, Northern Ireland, Portugal, Cyprus and Spain can have a funeral in either location, depending on where they die.

This option is available to you already have a home in mainland Great Britain, Northern Ireland, Spain, or Cyprus, or if you move abroad after the plan is purchased. Remember to let us know in writing about your second residence, or if you emigrate, so we can update your address and assign a new Funeral Director to conduct the funeral.

The Expat Plus Plan does not include repatriation or transportation back into mainland Great Britain, Northern Ireland, Spain, Portugal, and Cyprus after your death. In the case of a dual residency should you wish for your funeral to take place in an alternative covered destination your representative will need to make their own arrangements to repatriate your body to the chosen destination.

If you move to one of the covered countries (UK, Spain, Cyprus) contact us so that we can issue you with a Certificate with your new address and appoint a Funeral Director in that country, should death occur abroad.

Under the provision of dual certification, should the Expat Plus Funeral Plan be enacted in the UK, the plan will provide benefits equivalent to the UK Plus Plan.

If you move to a country where we don't operate outside of mainland Great Britain, Northern Ireland, Spain, Portugal, and Cyprus, or we can't find a Funeral Director in the area you've moved to, the funeral plan will not be available in that country and we will cancel your plan and refund the monies paid, less the cancellation fee.

## **12. 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.

## **13. Gifted Plan**

A plan can be purchased with the intention of being used for someone else and without their knowledge. The full address and date of birth of the giftee will be required only. All communication is visible to the plan purchaser.

## **14. Appointed Funeral Director**

We have an extensive number of contracted Funeral Directors to fulfil the funeral arrangements in the future.

We will appoint a Funeral Director that we work with to your plan that is located within the area you reside unless you specify otherwise. 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.

We cannot appoint a Funeral Director to you if we do not have a contractual relationship with them.

We will notify you of your appointed Funeral Director with your Welcome Pack, or in the case of any changes, within 7 days.

If at any point in the future, for circumstances outside of Avalon's control, we no longer have a relationship with the appointed Funeral Director listed on your Plan Certificate, Avalon will offer you an alternative Funeral Director. If the alternative Funeral Director options available to Avalon do not meet with your approval, we will cancel your plan. See section 15.

## 15. 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 the cancellation fee, 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

### 15.1 Your right to cancel

#### 15.1.1 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 €495 / £395.

#### 15.1.2 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 the cancellation fee which is €495 / £395.

#### 15.1.3 At time of need

At time of need, your Nominated Representative can choose to cancel 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 cancellation fee would be returned in to the account from which payments were made or to the estate.

## 15.2 How to cancel

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

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

## 15.3 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 two consecutive monthly instalments and choose not to rectify the outstanding balance within 10 working days of us requesting it
- You cancel your Direct Debit or Standing Order instruction and you choose not to recommence payments
- 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

## 15.4 Refunds

The monies paid into your plan (less the cancellation fee of €495 / £395, if applicable) will be refunded 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.

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 at time of need pay it to your appointed Funeral Director as a contribution towards their fees or to the estate.

## 16. Changing your Funeral Plan

You can choose to change your Avalon funeral plan for an alternative plan from the Avalon range that you feel would be more suitable for you.

### 16.1 Upgrade your plan

If you choose to upgrade from the Expat Plus Plan you may have to make an additional payment or change the value of your monthly instalment payments to fulfil any difference in the total plan cost of the new plan. We will advise you of this cost should you decide to upgrade your plan.

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

You cannot add items to your Expat Plus Plan.

Your plan payment method	To make the changes
Fully paid plans	You will need to pay for the upgrade when you make the change.
Instalments of up to 18 months	You can upgrade your plan and/or pay over a longer period. You can either pay for the upgrade by direct bank transfer, by cheque, or by debit or credit card. Or you can amend your instalments to take account of the change. If you want to pay over a longer period than 18 months, you will need to change to instalments over the term of your plan. See the 'How Do I Pay?' section.
Instalments over more than 18 months	You can upgrade your plan and/or pay over a longer period. You can pay for the upgrade by direct bank transfer, cheque, debit or credit card. Or by monthly instalments. See 'How do I Pay?' section.

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

You cannot add items to your Expat Plus Plan.

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 18 months	You can upgrade your plan and pay over a shorter period. You can repay your plan at any time within the 18 month term either by paying a lump sum or making extra ad hoc payments.
Instalments over more than 18 months	You can upgrade your plan and pay over a shorter period. 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 may reduce the amount of instalment charges.

### 16.2 Downgrade your plan

If you choose to downgrade from the Expat Plus Plan you may be entitled to a refund of any surplus premiums paid compared to the cost of the new plan. This may be dependent on your payment history.

## 16.3 Transfer Your Plan

It is free to transfer your plan. The plan holder may elect to transfer a fully paid Expat Plus 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 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' – so 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.

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, or at the time of need pay it to your appointed Funeral Director as a contribution towards their fees, minus the cancellation fee if applicable

## 17. Enacting Your Plan

In Spain, Portugal and Cyprus: To enact the plan your Nominated Representative can contact us to notify us of your death 24 hours a day on **+34 966 799 070**. Our team will immediately begin the process of enactment of your plan.

In Great Britain or Northern Ireland: To enact the plan your Nominated Representative can contact us to notify us of your death 24 hours a day on **+44 161 486 4545**. Our team will immediately begin the process of enactment of your plan.

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 family 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 appointed funeral director.

## 18. 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

A 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 in the following ways:

Email: [complaints@avalonfuneralplans.com](mailto:complaints@avalonfuneralplans.com)

Telephone: UK +44 (0) 161 486 2020 or Europe (0034) 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 Albaterra 1-68, Urb La Finca Golf. 03169 Algorfa, Alicante, Spain.

## What happens next?

We aim to assess any complaint or 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 or near miss as quickly as possible. If we don't resolve the complaint or 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 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 near-miss, and where appropriate, offer redress or we will reject your complaint or 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.

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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 19. 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.

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.

## 20. 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 on **+44 161 486 2020**.

## 21. Financial Services Compensation Scheme

In the unlikely event of 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](http://www.fscs.org.uk)<sup>22</sup>. 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 Expat Plus Plan 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 'Cancellation' section.

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 '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.



## Contact us

### Avalon (Europe) Limited

#### Avalon Funeral Plans

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

#### Talk to us on

+34 966 799 070  
or  
+44 161 486 2020

#### Email us at

[customercontact@avalonfuneralplans.com](mailto:customercontact@avalonfuneralplans.com)

#### Visit us at

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

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