

TERMS AND CONDITIONS



1. DEFINITIONS

Additional Services - means funeral services that are not included in Our set funeral plans but You have specified on Your Application (e.g. additional limousine, church service).

Application - means Your application for an Avalon funeral plan (which may be a verbal application over the telephone, or completion of an application form (paper or online)).

Cancellation Fee - means the charge that applies if You or Us cancel Your Lump Sum or Instalments plan more than 30 days from the Plan Start Date. This charge is £395.

Closing Statement - means the summary produced at the time of need, if the Plan Holder dies during the Instalment Term, that shows the balance outstanding on Your Plan that must be paid in full before the Plan Benefits are available.

Conversion Statement - means the summary produced on request for a Plan Purchaser who may want to pay the balance outstanding on their Instalments plan early. It shows the balance outstanding that must be paid to make an Instalments plan fully paid during the Instalment Term.

Disbursements - means the third party costs associated with the funeral, that the Nominated Funeral Director pays on Your behalf, and include the cremation or cemetery fee, doctor's fee and minister's fee. Disbursements up to the limit specified in Your Plan are included.

Funeral Director Fees and Services - means the fees and services that are supplied directly by the funeral director. Only those Funeral Director Fees and Services specified in Your Plan are included.

Instalment Term - means the number of years that You have chosen to pay Your monthly instalment payments over (only applicable for Instalments).

Nominated Funeral Director - means the funeral director that will fulfil Your Plan at the time of need. The Nominated Funeral Director is shown on Your Plan Certificate.

Payment Method - means the way that You have chosen to pay for Your Plan:

- **Lump Sum** - means payment in full by one single payment at the time You take out Your Plan.

- **Instalments** - means paying for Your Plan by a set number of monthly instalment payments over Your selected Instalment Term.

Personal Requests - means any personal requests You have specified at the time of Application or any time thereafter (e.g. hymns to sing, charity to make donations to). These are requests only and although We will pass them on to the Nominated Funeral Director they cannot be guaranteed.

Plan Benefits - means the funeral services that the Nominated Funeral Director will provide when You have met the terms of Your Plan, including all payments due under Your selected Payment Method. The funeral services are set out on Your Plan Certificate.

Plan Certificate - means the certificate issued to You within 14 days of the Plan Start Date

Plan Holder(s) - means the person(s) that the funeral plan is/are for. The Plan Holder may also be the Plan Purchaser.

Plan Price - means the price of Your Plan at the time of Application if You were paying by Lump Sum.

Plan Purchaser - means the person that is paying for the plan (and is thus entering into the contract for the funeral plan) and is responsible for making all payments due under the selected Payment Method. The Plan Purchaser may also be the Plan Holder.

Plan Start Date - means the date that Your Plan commences. Your Plan commences once We have accepted and processed Your Application and any applicable payment made has cleared. The Plan Start Date is shown on the Plan Certificate.

Preferred Funeral Director Fee - means the charge that applies at the time of need if the funeral plan is fulfilled by a funeral director that is not the Nominated Funeral Director. The Preferred Funeral Director Fee is calculated on an individual basis and will reflect any increase in cost for Us to transfer Your Plan to the new funeral director.

Representative - means the Plan Holder's personal representative or other representative who has been legally appointed and authorised to act on their behalf after their death (e.g. Executor, Trustee, etc.).

Us/We/Our - means Avalon Trustee Company Limited.

You/Your - means the Plan Purchaser (who may also be the Plan Holder).

Your Plan - means Your chosen funeral plan as selected on Your Application. Your Plan may include Additional Services.

YOUR AVALON FUNERAL PLAN

2. YOUR AVALON FUNERAL PLAN

Avalon funeral plans are provided by the Avalon Trustee Company Limited. If You or Your Representative need to contact anyone about Your Plan, please contact Avalon Trustee Company Limited in writing at Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND; via email at info@avalon-trustee.co.uk or by telephone at 0161 486 2020.

3. YOUR APPLICATION

By completing Your Application You are agreeing to buy Your Plan subject to these Terms and Conditions and are responsible for making all payments due under the selected Payment Method. If You are purchasing this Plan on behalf of someone else (i.e. You are the Plan Purchaser but not the Plan Holder), You will have the rights and benefits set out in these Terms and Conditions. If You are purchasing this Plan for You (i.e. You are the Plan Purchaser and the Plan Holder), You will have the rights and benefits set out in these Terms and Conditions and they will pass to Your Representative on Your death.

4. THE AIM OF YOUR PLAN

The aim of Your Plan is to give You and Your loved ones protection from the risk of rising funeral costs and the worry of having to arrange the Plan Holder's funeral when the time comes. Your Plan will cover the Funeral Director Fees and Services in full providing the funeral is carried out by Your Nominated Funeral Director. Your Plan also provides an allowance for Disbursements (see Section 5 - What Your Plan Includes).

5. WHAT YOUR PLAN INCLUDES

The cost of a funeral is made up of two different types of fees:

- **Funeral Director Fees and Services** - these charges cover all the elements of the funeral that are provided by the funeral director directly. They include the provision of the funeral director services, provision of a hearse, supply of a coffin, care and preparation of the deceased.
- **Disbursements** - these are the third party costs associated with the funeral, that the funeral director pays on Your behalf, and include the cremation or cemetery fee, doctor's fee and minister's fee.

No matter how much the costs of the Funeral Director Fees and Services rise by in the future, they are guaranteed to be provided at no extra cost to You or Your next of kin, providing the funeral is carried out by Your Nominated Funeral Director. Please see Your Plan Certificate for the full details of the Funeral Director Fees and Services included on Your Plan.

Your Plan also covers Disbursements up to a pre-determined limit for cremation or burial. Please see Your Plan Certificate for the allowance towards Disbursements on Your Plan. This allowance for Disbursements will increase annually on 1st July in line with increases in the Consumer Price Index (CPI). There may be a balance to pay at the time of need if the actual Disbursements charged by Your Nominated Funeral Director are more than the limit plus the annual uplifts in CPI. This could happen if the Plan Holder lives in an area where Disbursements are high or Disbursements rise much more than increases in the CPI.

Your Plan includes any Additional Services that you have chosen. Additional Services may result in extra costs. Personal Requests will be passed on to Your Nominated Funeral Director at the time of need but they cannot be guaranteed and Your Plan does not cover any costs that may be associated with them.

The Plan Benefits apply only to funerals that take place in the European countries that We operate in (Please see Our website at www.avalonfuneralplans.com for an up to date list of these countries).

6. WHAT YOUR PLAN DOES NOT COVER

Your Plan provides only those Plan Benefits detailed on Your Plan Certificate. Examples of services that are not included in Your Plan (unless You have selected them as Additional Services) include a church service, catering, obituary notices, flowers and ashes caskets. You may ask for Personal Requests for Your funeral, but any associated costs for these will not be covered by Your Plan.

If You choose one of Our plans for burial, Your Plan does not include the purchase of a grave plot.

Your Plan does not cover the costs of repatriation from outside mainland Great Britain to Your Nominated Funeral Director.

Your Plan does not cover the Plan Benefits in countries that We do not operate in (Please see Our website at www.avalonfuneralplans.com for an up to date list of the countries that We do operate in).

7. YOUR NOMINATED FUNERAL DIRECTOR

We have a number of contracted, reputable, Independent Funeral Directors to fulfil the funeral arrangements in the future. When You purchase Your Plan We will allocate a funeral director. If You have a preferred funeral director We will do Our best to allocate Your Plan to them, but this is not always possible. If it has not been possible to allocate Your Plan to Your preferred funeral director We will allocate one for You. If the funeral director We have nominated is not acceptable, please contact Us to discuss alternative funeral directors who could provide the funeral. Your Nominated Funeral Director is shown on Your Plan Certificate.

If You wish to change Your Nominated Funeral Director or the Plan Holder moves house and it is necessary to allocate a new Nominated Funeral Director please let Us know and We will assign a new funeral director to conduct the funeral. If You let Us know before the time of need there will be nothing additional to pay, but if this is done at the time of need a Preferred Funeral Director Fee will apply.

If Your Nominated Funeral Director goes out of business at any time up to and including the time of need we will assign a new funeral director to conduct the funeral and no additional charges will apply.

8. YOUR FUNERAL PLAN DOCUMENTS

We will send You a Plan Certificate within 14 days of Your Plan Start Date. You should keep this in a safe place and let the Plan Holder's Representative know where it is kept.

If the Plan Holder moves house, please contact Us and We will supply a replacement Plan Certificate free of charge. If, as a result of moving house it is necessary to allocate a new Nominated Funeral Director, We will send you an updated Plan Certificate. You should destroy the original Plan Certificate on receipt of the updated one. If the Plan Purchaser moves house, and is not the Plan Holder, please let us know and we will update our records accordingly.

If You lose Your Plan Certificate, please contact Us and We will supply a replacement Plan Certificate. The first replacement Plan Certificate will be provided free of charge but We reserve the right to charge a fee (to cover Our costs) for further replacement Plan Certificates.

9. COMPLAINTS

Complaints about Your Plan should be made in writing to Avalon Funeral Plans, Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND or via email at info@avalon-trustee.co.uk. We will acknowledge receipt of Your complaint within 7 days and aim to resolve Your complaint within 30 days. If Your complaint has not been resolved to Your satisfaction, you should contact the Funeral Planning Authority of which Avalon Trustee Company Limited is a registered provider (www.funeralplanningauthority.com, Tel. 0845 601 9619). The Authority provides an independent conciliation and arbitration service through the Chartered Institute of Arbitrators.

10. DUAL CERTIFICATION

This option is offered to Plan Holders who live in the UK at the time the plan is purchased and either:

- Have (either at the time the plan is purchased or at a later date) a second residence abroad in one of the European countries that We operate in; or
- Emigrate to one of the European countries that We operate in after the plan is purchased

Please see Our website at www.avalonfuneralplans.com for an up to date list of the European countries that We operate in.

If the Plan Holder has a second residence abroad in one of the European countries that We operate in, You need to inform Us in writing of the second residence and We will provide a second Plan Certificate with the address of the second residence and the Nominated Funeral Director that would fulfil the funeral in that country should death occur there. If death occurs in the country of the second residence and You or Your Representative want the funeral to take place in the UK, repatriation fees will apply. If death occurs in the UK and You or Your Representative want the funeral to take place in the country of the second residence, repatriation fees will apply.

If the Plan Holder emigrates to one of the European countries that We operate in after the plan is purchased, You need to inform Us in writing and We will provide a replacement Plan Certificate with the new address and the Nominated Funeral Director that would fulfil the funeral in that country should death occur there. If death occurs in the country the Plan Holder has emigrated to and You or Your Representative want the funeral to take place in the UK, repatriation fees will apply. If death occurs in the UK and You or Your Representative want the funeral to take place in the country that the Plan Holder has emigrated to, repatriation fees will apply.

Further information can be obtained by contacting Us at Avalon Trustee Company Limited in writing at Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND; via email at info@avalon-trustee.co.uk or by telephone at 0161 486 2020.

11. WHAT YOU OR YOUR REPRESENTATIVE NEEDS TO DO AT THE TIME OF NEED

At the time of need You (if You are not the Plan Holder) or Your Representative (if You are the Plan Holder) should contact Your Nominated Funeral Director (whose details are shown on Your Plan Certificate). We will give the details of Your Plan Benefits and any Personal Requests to Your Representative and Your Nominated Funeral Director.

If You chose to pay by Instalments and the Plan Holder dies before all payments are made your Plan may not provide the Plan Benefits (see Section 23 - What Happens if your Plan is not Fully Paid at the time of the Plan Holder's Death).

The cost of any extra funeral services requested at the time of need that are not included in Your Plan shall be paid directly to Your Nominated Funeral Director by Your Representative (see Section 5 - What Your Plan Includes and Section 6 - What Your Plan Does Not Cover).

A refund will be given for any Additional Services included in Your Plan that Your Representative chooses not to receive at the time of need. No refund is payable for services included in Your Plan that are not Additional Services that Your Representative chooses not to receive at the time of need.

12. CHANGE OF ADDRESS

If the Plan Holder and/or the Plan Purchaser move, remember to contact Us in writing at Avalon Funeral Plans, Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND or via email at info@avalon-trustee.co.uk.

If the Plan Holder moves to one of the European countries that We operate in You need to inform Us in writing and We will provide a Plan Certificate with the new address and the Nominated Funeral Director that would fulfil the funeral in that country should death occur there (see Section 10, Dual Certification). Please see Our website at www.avalonfuneralplans.com for an up to date list of the European countries that We operate in.

If the Plan Holder moves to a country that We don't operate in, we will do our best to find a funeral director to fulfil Your Plan but this cannot be guaranteed. If we are unable to find a funeral director to fulfil Your Plan, the Plan Benefits will not be available and Your Plan will be cancelled.

13. VAT

Most elements of a funeral service are currently Value Added Tax (VAT) exempt. Your Plan will not include VAT if you have not specified any Additional Services because it is not currently charged on the items/services included on Our set funeral plans. Some Additional Services may include VAT, according to the regulations set out by HM Revenue and Customs (e.g. flowers, obituary notices, etc.). We include VAT on the cost of any Additional Services on Your Plan for which VAT is currently payable at the rate applicable on the Plan Start Date.

If Government policy changes and VAT is charged on all or any other part of Your Plan in the future, then We reserve the right to recover this cost from You or Your Representative.

14. HOW INFORMATION HELD ABOUT YOU AND YOUR REPRESENTATIVE WILL BE USED

The information We hold about You, the Plan Holder and Your Representative will be used for the purposes of administering Your Plan only. The information We hold may also be held on computer records. We will not normally give any personal information about You, the Plan Holder and Your Representative to any other party, but there may be circumstances where We need to do this. We may give information which We hold about You, the Plan Holder and Your Representative:

- a) To funeral directors and people who are acting as Our agents or sub-contractors to fulfil Your Plan and on the understanding that it will be kept confidential; and/or
- b) If We are under a duty to disclose or share personal information in order to comply with any legal obligation; and /or
- c) To established reference agencies to undertake a search which is solely for the purposes of verifying Your identity if You choose to pay for Your Plan. To do so our reference agency may check the details You supply against any particulars on any database (public or otherwise) to which they have access. They may also use Your details in the future to assist other companies for verification purposes. A record of the search will be retained.

We will not give Your information to any other third party nor will we provide you with any information about our other products and services.

15. LAW

Avalon Trustee Company Ltd and You have a free choice about the law that can apply to a contract. Avalon Trustee Company Ltd proposes to choose the law of England and Wales, and, by entering into this contract, You agree that the law of England and Wales applies. All communication will be in English.

16. ELIGIBILITY

You are eligible to take out Your Plan if You are over 18 at the Plan Start Date. There are no health questions and no requirement for a medical examination. Your Plan can have two Plan Holders (either of which could also be the Plan Purchaser) and the plan can provide the chosen funeral on either the first or second of the Plan Holders' deaths.

17. REASSURANCES THAT YOUR MONEY IS PROTECTED

Avalon Trustee Company Ltd is a registered provider of the Funeral Planning Authority (FPA) and complies with their rules and code of practice. This means that You can be confident that Your funeral plan is with a company that maintains high standards of professional conduct and safeguards the money that You have paid. Your payments are secured in the Avalon Funeral Trust No. 3. The trust funds are held separately to the assets of the Avalon Trustee Company Limited and managed by Independent Trustees to ensure Your money is protected. The custodian trustee of the Avalon Funeral Trust No. 3 is Capita Trust Company Limited. They are responsible for legally holding the assets of the Trust separate to the Avalon Trustee Company Ltd. In the unlikely event that Avalon Trustee Company Ltd ceases to trade the Avalon Funeral Trust No. 3 would continue to be run by the Trustees. In the unlikely event that the Avalon Funeral Trust No. 3 has to be wound up and at the time of winding-up Your Plan has not been used to provide the Plan Holder's funeral or cancelled, You would receive a share of the Trust fund as determined by the actuary to the trust.

ADDITIONAL TERMS AND CONDITIONS IF YOU HAVE PURCHASED A LUMP SUM FUNERAL PLAN

18. PAYMENT

You have chosen to pay for Your Plan in full by one single payment at the time You take out Your Plan.

19. FUNERAL BENEFITS

Your Plan will provide the Plan Benefits chosen from the Plan Start Date. Your Plan Benefits are shown on Your Plan Certificate. You can add Additional Services to Your Plan at any time before the death of the Plan Holder (an additional cost may apply). Additional Services can be added at the time of death and the cost of these services must be paid to the Nominated Funeral Director. No refund will be given for unused services on Your Plan that are not Additional Services.

20. CANCELLING YOUR PLAN

You have the right to cancel Your Plan, with no obligation, by contacting Us in writing at Avalon Trustee Company Limited, Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND or via email at info@avalon-trustee.co.uk within 30 days of the Plan Start Date and receive a full refund of all monies paid. If You decide to cancel Your Plan more than 30 days from the Plan Start Date, please inform Us in writing at Avalon Trustee Company Limited, Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND or via email at info@avalon-trustee.co.uk and all monies paid less the Cancellation Fee will be refunded. We will have no further obligation to fulfil Your Plan. Your Plan is not an investment product and does not pay interest on money refunded.

ADDITIONAL TERMS AND CONDITIONS IF YOU HAVE PURCHASED A FUNERAL PLAN PAID FOR BY MONTHLY INSTALMENTS OVER A FIXED TERM

21. PAYMENT

You have chosen to pay for Your Plan by a set number of instalment payments by direct debit. Instalment charge of 5.2% is charged on the Plan Price less any deposit paid for instalment plans with a term greater than 12 months. We may ask a third-party organisation to collect payments if You default on Your payments, and fail to adhere to the Terms and Conditions.

22. FUNERAL BENEFITS

Your Plan will provide the Plan Benefits chosen from the end of the Instalment Term providing all instalment payments due have been made and the plan is fully paid. Your Plan Benefits are shown on Your Plan Certificate. The funeral chosen may be available earlier if You increase Your payments or You convert the plan into a fully paid plan (see section 24 Converting an Instalment Plan into a Fully Paid Plan). You can add Additional Services to Your Plan at any time before the death of the Plan Holder (an additional cost may apply). Additional Services can be added at the time of death and the cost of these services must be paid to the Nominated Funeral Director. No refund will be given for unused services on Your Plan that are not Additional Services.

23. WHAT HAPPENS IF YOUR PLAN IS NOT FULLY PAID AT THE TIME OF THE PLAN HOLDER'S DEATH

Your Plan will not provide the funeral for the Plan Holder until it is fully paid. If You are paying by Instalments and Your Plan has not been paid in full at the time of the Plan Holder's death We will send You (if You are not the Plan Holder) or Your Representative (if You are the Plan Holder) a Closing Statement detailing the balance outstanding to make Your Plan fully paid. You (if You are not the Plan Holder) or Your Representative (if You are the Plan Holder) will have the option to either:

- Pay or provide a clear commitment to pay the balance outstanding in full before the funeral can be arranged; or
- Cancel Your Plan by writing to Us and We will return all the payments made, less the Cancellation Fee. If the payments made to Us are less than the Cancellation Fee, We may ask You to pay Us the balance. We will have no further obligation to fulfil Your Plan.

24. CONVERTING AN INSTALMENT PLAN INTO A FULLY PAID PLAN

If, during the Instalment Term, You wish to make Your Plan fully paid You can do this by requesting (without obligation) a Conversion Statement that shows Your outstanding balance from Our Customer Services team. If the outstanding balance is paid in full all future instalment charges from the next Plan Start Date anniversary will be waived.

25. INCREASING AND DECREASING INSTALMENT PAYMENTS

You may increase and decrease the amount of Your Instalments at any time during the instalment Term by contacting Our Customer Services team. Increasing payments will reduce the Instalment Term selected at outset and will reduce the total amount to pay to make the plan fully paid. Decreasing instalment payments will increase the Instalment Term and may increase the total amount to pay to make the plan fully paid.

26. WHAT HAPPENS IF YOU STOP PAYING INSTALMENTS PART WAY THROUGH THE INSTALMENT TERM

If You stop paying Instalments part way through the Instalment Term You have 60 days to reinstate Your Plan by re-commencing payments.

If You do not re-commence payments within 60 days, but decide to re-commence payments at a later date then We will conduct a plan review taking into account the current price of Your Plan and the Instalments paid to date. The review may lead to an increase in the total amount to pay to reinstate Your Plan and may lead to an increase in the Instalment Term.

If You do not re-commence payments, the instalment payments made less the Cancellation Fee will, at the time of need, either:

- Be paid to Your Nominated Funeral Director as a contribution towards funeral costs; or
- Be paid to You (if You are not the Plan Holder) or Your Representative (if You are the Plan Holder). In each case, We will have no further obligation to fulfil Your Plan

27. CANCELLING YOUR PLAN

You have the right to cancel Your Plan, with no obligation, by contacting Us in writing at Avalon Funeral Plans, Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND or via email at info@avalon-trustee.co.uk within 30 days of the Plan Start Date and receive a full refund of all monies paid. If You decide to cancel Your Plan more than 30 days from the Plan Start Date, please inform Us in writing at Avalon Funeral Plans Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, SK9 3ND or via email at info@avalon-trustee.co.uk and all monies paid less the Cancellation Fee will be refunded. If the payments made to Us are less than the Cancellation Fee, We may ask You to pay Us the balance. We will have no further obligation to fulfil Your Plan.

Your Plan is not an investment product and does not pay interest on money refunded.

Avalon Funeral Plans is a trading style of the Avalon Trustee Company Limited, a company incorporated in England
Registered office: Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, Cheshire, SK9 3ND.

These Terms and Conditions are valid for all plans purchased from 1st April 2017.