

F A Albin & Sons Limited

Pre-arranged Funeral Plan Terms and Conditions

Important notice- You must read and accept the terms and conditions below.

This document should be read in conjunction with the Plan Summary, Rate Card and Rules relating to the provision of funerals.

We pride ourselves on the level of care and respect given to the deceased. The ethos of F A Albin & Sons has always been to maintain the high standards that were set by our ancestors and look after families with the level of care that they deserve.

F A Albin & Sons Limited (**'us', 'we', 'our' or 'the Firm'**) offer a pre-paid Funeral Plan (**the 'Plan'**) for those who wish to ensure that the funeral they want is paid for prior to their death and there are no large, unexpected expenses for loved ones. The Plan allows you to arrange and make financial provision for your own or another's funeral before death occurs. These terms and conditions apply to the beneficiary/plan holder (**'you' or 'your'**) of the plan applicable. These Terms and Conditions apply to the Plan and form a binding contract between you and the Firm.

These Terms should be read in conjunction with the Rules relating to the provision of funeral services paid for by the Plan, and the price list of services offered by the Firm which are to be paid for with the proceeds of the Plan.

Your Plan

The details of your plan will be expressly laid out in your plan summary which is presented to you before entering your pre-arranged funeral plan contract. This will include a summary of everything included and excluded in your plan, the duration of your plan payments (where you are paying by monthly instalments and not as one lump sum), and a breakdown of the fees payable.

An 18 month "moratorium period" applies (extendable to 21 months in the case of financial hardship) to your Pre-paid Funeral instalment contract. If the covered individual dies within this moratorium period and before all payments are made, the family or the estate of the covered individual will be fully refunded the balance paid up until the death. If the covered individual dies after this moratorium period, the funeral is covered at no extra cost to the family or estate.

At the time of death, F. A. Albin & Sons guarantees to undertake your funeral in accordance with the provisions of the plan. At that time, the funds which you have paid become the property of F. A. Albin & Sons to undertake the service and from the date of death the funds are not returnable (excluding if the death occurs within the moratorium period). The instructions given in confidence to F. A. Albin & Sons by the plan holder must be followed with regard to Funeral Arrangements. Where applicable, F A Albin & Sons will have provided your nominated representative with details of the existence of your Plan within 5 business days of your entering into the Plan. This is to ensure that after your death, those people looking after your affairs are aware of the existence of the Plan and the wishes you have expressed for your funeral can be carried out and paid for by the Plan.

As your plan is backed by a Trust, you hereby irrevocably appoint the firm, for the duration of the funeral plan contract, as an agent for the purposes of asserting any right or interest that you have in the relevant trust, such appointment being without prejudice to the possibility of that you may assert your own rights or interests.

Estimates and expenses

Our estimate is an indication of the charges likely to be incurred based on the information and details we know at the date of estimate. Your plan summary will detail what is and what is not included in your plan, along with services that are included in the price, but not guaranteed if the cost of the item at the time of the funeral exceeds the original estimate.

Items such as the purchase of a grave may be listed as “not guaranteed.” If the cost of the grave exceeds the allowance estimated in the original funeral plan calculations, the remaining balance must be paid by the family/estate before the funeral is conducted. All items and services that are not included in the price of the plan or not guaranteed, will be clearly indicated to you on your funeral plan summary.

The actual amount of the charges will be detailed and shown in the final account.

If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list prevailing at the time the amendments are made.

Value Added Tax (VAT) is not currently charged upon the provision of the funeral. The total amount payable for the chosen funeral plan is exclusive of VAT. Should VAT or any other similar turnover or sales related tax become chargeable on funerals or the funeral plan as a result of U.K. or E.U. legislation, F. A. Albin & Sons reserves the right to recover such costs in addition to the total amount payable under the plan.

All pre-arranged funeral plans **exclude** the cost of transportation of the deceased from outside of the mainland U.K. There may be a collection charge if the deceased dies outside of the Greater London (within the M25) area of £1 per mile.

Payment arrangements

If you wish to purchase a pre-paid funeral plan in one lump sum, this will be done via bank transfer, cheque or debit/credit card with the help of your funeral plan arranger.

If you wish to pay for your pre-paid funeral plan through monthly instalments, we will arrange for this payment to be made via Standing Order. This payment will occur every month for the agreed duration (up to 18 months) and will cease once your plan has been paid for in full.

If you have suffered financial difficulties, please contact a member of our staff to enquire about a period of “breathing space.” This is a period of time which may be granted at the Firms discretion whereby you can pause your payments without a fee for up to three months. This will take your instalment duration from a maximum of 18 months to a maximum of 21 months. At the end of the breathing space, you can recommence your payments. Our staff will advise you about how the breathing space will operate based on the circumstances specific to your case. If at the end of the breathing space you cannot afford to make the remaining payments, or if you wish to end your plan, you can contact the Firm and a member of staff will help you through this process and ensure that any monies paid by you are returned to you.

If you miss one payment within your instalment plan, you will receive a statement at the end of your instalment period informing you of the remaining balance and a timeframe by which it must be paid

before your plan is terminated and the monies you have paid in are returned to you. In keeping with the breathing space arrangements, this period will be no longer than three months from the end of the 18-month instalment period.

If you miss two consecutive payments at any stage of your instalment period, we will provide you with a statement within 5 business days, informing you of the shortfall, detailing the balance owed and any penalties that will apply if the balance is not paid. You will have 10 business days to pay the shortfall. If the balance is not paid in full within the 10-day period, F A Albin & Sons reserve the right to cancel your plan and return your funds unless you are able to avail of the breathing space provisions above.

Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

This means that you are liable to the firm for losses we incur if you do not comply with these terms, for example if we instruct debt collection agents, we may also recover all reasonable and necessary fees that we incur as a result from you.

Further details regarding these fees are available on request. We may claim those losses from you at any time and if we must take legal action, you may be liable to pay for our legal costs.

Data Protection

We abide by the UK Data Protection Act 2018 when handling your data.

We respect the confidential nature of the information given to us, and where you provide us with personal data ("data"). We will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our services, we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly.

The information we collect about you, if you agree to provide it, will allow us to contact you in relation to our services. This information is used to meet our obligations within any contracts between you and to enable us to discharge our legal obligations.

In providing us your information you thereby consent to us processing it for this purpose.

We will not pass your personal information on to any third party without your express permission, except where required to deliver the service to you or where disclosure is required by applicable law or regulation to meet our legal obligations.

Personal email addresses and phone numbers are not shared with any other user of the site or any third party except as stated above for the provision of the services purchased by the plan

You have the right to know what personal data of yours we have on file; therefore, you can apply to us to in writing (with a token fee payable) to be in receipt of this data. This is known as a "Data Subject Access Request", and we must provide information to you within one month unless doing so would infringe on the privacy rights of others in a way that cannot be managed.

By visiting our website and completing any of the consent processes (i.e., completing our contact form), you accept and consent to the practices set out in the privacy policy which is available on our website or on request.

Right to cancel, refund or terminate

You may cancel your pre-arranged funeral plan at any time during the 24-month moratorium period. If you do so, we will refund your money without deducting any fees. If you wish to cancel your plan after this time, you will be liable to pay a cancellation fee of £125 which will be deducted from any repayment of monies.

If you wish to cancel your plan at any stage, you can do so by notify us via.

- Post- Arthur Stanley House, 52 Culling Road, London, SE16 2TN
- Phone- +44(0)20 7237 3637
- Email- Info@albins.co.uk

If cancelling by post or email, please include as much information as possible (name, policy number, contact information) for a quick and easy cancellation process.

Conduct

Our Code of Practice requires that we provide a high-quality service in all aspects. If, however, you have any question or concerns about the service we provide to you, please raise them in the first instance with a member of staff. If that does not resolve the problem to your satisfaction then (in relation to the provision of funeral services **not** the funeral plan) please contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands B91 1AA, who provide independent conciliation and arbitration through the Chartered institute of Arbitrators.

The Firm has a Conflicts of Interest Policy which is available for our customers to access on the Albins website at www.albins.co.uk. This policy contains disclosure of all conflicts of interest within the Firm and how we mitigate or manage them.

Complaints

If you wish to make a complaint, you can do so by going to our website www.albins.co.uk and submitting a written complaint in the “get in touch with us” box. Alternatively, you can **contact us** by:

- Post- Compliance Officer, Arthur Stanley House, 52 Culling Road, London, SE16 2TN
- Phone- +44(0)20 7237 3637
- Email- Info@albins.co.uk

Your complaint will be dealt with promptly following our complaints procedure, details of which are available on request.

If you have an unresolved complaint regarding after the firm have investigated the complaint and tried to remedy the issue, then you have the right to contact the Financial Ombudsman Service who will examine your complaint for free and we will be bound by the Ombudsman's decision. The Financial Ombudsman Service can be contacted at:

- Address: Exchange Tower, London E14 9SR
- Website: financial-ombudsman.org.uk
- Phone: +44 800 023 4567

Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business.

Any waiver or variation of these terms is binding in honour only unless:

- made (or recorded) in writing;
- signed by one of our directors: and;
- expressly stating an intention to vary these terms.

Your instructions will not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client.

If any of these terms, are unenforceable as drafted then:

- such a term will not affect the enforceability of any other of these terms; and
- if it would be enforceable if amended, it will be treated as so amended.

Nothing in these terms restrict or limits our liability for death or personal injury.

English law is applicable to any contacts made under these terms. The English and Welsh courts have exclusive jurisdiction.

Within these terms, you agree that if the Firm were to cease, or be unable to conduct your pre-paid funeral plan arrangements due to the failure of the firm, another appointed funeral plan provider can conduct your funeral as previously agreed on, within the provisions that we have set for them in our internal plans and policies.

F A Albin & Sons Limited

Arthur Stanley House, 52 Culling Road, London, SE16 2TN

Registration number - 01006487

Telephone - +44(0)20 7237 3637 Website- www.albins.co.uk Email- info@albins.co.uk

FA Albin & Sons Ltd is authorised and regulated by the Financial Conduct Authority