

## Client care statement

Funeral Benefit Business Act 1982

This form is effective from 1 July 2009

**Notice to Agent** this Statement must be given to the customer prior to signing the contract. You must explain the rights and obligations of both parties (see page 2) and ensure the customer understands. You and the customer should sign and keep a copy.

### Advice for consumer

- Legal:** the agreement is a **legally binding contract**. **Don't sign the agreement until** you have read and understood this client care statement and the agreement itself (see page 2).
- Fees:** you should be provided with the full list of services your benefit entitles you to, plus any fees or charges for additional services if applicable.
- Advice:** you should obtain **independent legal and/or financial advice** before signing or within the 30 day cooling-off period.
- Cooling off:** a **30 day cooling-off period** applies to the contract. You can cancel within 30 days of signing and receive a full refund (less a cancellation charge of up to \$50).

#### Selling agent

(Please tick applicable boxes)

#### I have clearly outlined:

- all the fees and charges associated with this contract
- what the customer's responsibilities are
- what the customer will receive for their money under this contract
- I have completed the address details on the cancellation form attached

Name .....

Signed ..... Date   /   /

#### Customer

(Please tick applicable boxes)

#### The selling agent has outlined:

- all the fees and charges associated with this contract
- what my responsibilities are
- what I will receive for my money under this contract
- I understand I can cancel within 30 days and receive all my money back except \$50 (see page 3 for cancellation form)
- I understand I should also read the agreement carefully and seek advice so that I am fully aware of my rights and obligations under this funeral benefit agreement.

Name .....

Signed ..... Date   /   /

**Selling agents are required to explain this Client Care Statement to you before you consider signing the agreement.**

Do not sign this statement or your funeral benefit agreement if you are unclear about anything. Ask questions about anything you don't understand.

**Make sure you understand the details of your agreement before you sign.**

Ask for a copy of the agreement before you sign. Don't be rushed into signing. Take it away to consider before signing. Seek advice from a lawyer and/or financial adviser and talk to your family and friends.

Your provider must give you a free, clear and easy to read copy of the agreement immediately after you sign it. If you want another copy, write to the provider and ask for one soon after you sign it. You may be charged a fee.

**Part A—This Part applies to an agreement with a Friendly Society, a Life Insurance Company or a Funeral Director which does not include the provision of funeral, burial or cremation services but provides for a specified amount of money to be paid on the death of the beneficiary.**

**Your agreement is a legally binding contract.**

Your agreement should outline your rights and obligations, and include:

- the cost of the funeral benefit and what is included and not included in the price
- whether the agreement will cover the full cost of your funeral or only part of the cost
- how much the management and administration fees are
- who is covered by the terms and conditions of the agreement
- what happens to the money paid to the provider — where the money will be invested, how secure it is and what will happen if the provider goes out of business.

**Part B—This part applies to all other agreements offering funeral benefits that do not come within Part A.**

**Your agreement is a legally binding contract.**

Your agreement should outline your rights and obligations, and include:

- the cost of the funeral benefit and what is included and not included in the price
- whether the agreement will cover the full cost of your funeral or only part of the cost
- how much the management and administration fees are
- who is covered by the terms and conditions of the agreement
- what happens to the money paid to the provider — where the money will be invested, how secure it is and what will happen if the provider goes out of business

- the normal hours for conducting funerals
- the geographic area serviced by the provider of the funeral service
- what happens when the beneficiary dies outside the service area of the funeral provider — details about whether the service will be provided by the operator and if any additional fees and/or charges will need to be paid
- whether the agreement includes the cost of burial or, in the case of cremation, the cost of removing and maintaining the ashes
- whether the agreement is transferable to a family member, an unrelated party or another funeral director, and under what circumstances
- who will perform the funeral service
- whether the benefit is payable by instalments—if so, what happens if an instalment is overdue or if the beneficiary dies prior to payment of all instalments.

Ask your selling agent or provider to clarify all these issues **before** you sign.

If your funeral services are to be delivered by someone other than the provider, you must be given details of the contractual arrangements with the business performing the service, including itemised fees and charges.

**You should be provided with the full list of services your benefit entitles you to, plus any fee or charges for additional services if applicable.**

Your agreement should be very clear about what is and is not included in the price. You should be provided with the following list with a clear indication of what your benefit includes (ie the provider must cross off any that are **not** included in your agreement):

- professional fee
- casket/coffin
- cremation fees/certificate
- cremation permit
- certified copy of death certificate
- press notices/number of lines
- viewing/dressing/prayers
- mortuary care
- embalming
- mourning/floral cars
- floral tributes
- clergy/celebrant offering
- organist/musician/soloist
- transfer fees
- doctor's fees
- cemetery costs
- travel protection insurance.

If you think you will require something that is not included in your benefit, ask what the fees and charges will be for that service.

**Part C—This part applies to all agreements offering funeral benefits.**

**How to change your agreement.**

Your agreement is a legal document and can only be changed if both you and your provider agree. Write to your provider if you want to change it after you have signed.

**You can cancel the agreement within 30 days.**

You can cancel the agreement within 30 days of signing the agreement, if the provider receives a written cancellation from you within 30 days of the agreement being signed.

If you cancel before the cooling-off period ends, your provider must refund the whole amount less a cancellation fee within seven days of receiving your notice. Your provider is entitled to charge a maximum cancellation fee of \$50.

You can use the form on page 3 to cancel.

If you do not receive your refund, contact the provider and find out why. If you cannot resolve the situation, contact the department on 13 13 04.

**Check to see if you can terminate your agreement.**

Once the 30 day cooling-off period has ended, most funeral benefit providers will **not** allow you to terminate the agreement without penalty. Check the agreement for:

- clauses about termination
- any circumstances under which the agreement can be surrendered (there may be costs and penalties involved if you surrender the funeral benefit agreement).

**Tell your family and friends that you have a pre-paid funeral agreement.**

If you sign, tell the executor of your will, your solicitor or a family member that you have a pre-paid funeral agreement. Give them a copy so they can make arrangements and not spend money unnecessarily.

**Please keep this *Client care statement*. You may need it at a later date.**

**If you have any doubts or would like further information, seek legal advice or contact the Office of Fair Trading on 13 13 04.**

**Cancellation form to use during 30 day cooling-off period**

**If you wish to cancel your agreement within the 30 day cooling-off period you can complete this form or a letter containing the following information, and send it to:**

**Benefit provider details**  
(Agent to complete)

.....(benefit provider name) at  
 .....(postal address) or  
 ..... (fax) within 30 days of the date  
 the agreement was signed.

**Customer details**

I .....(customer name)  
 of.....  
 ..... (customer address)

exercise my rights under the Act to end this funeral benefit agreement during the 30 day cooling off period. I exercise my rights by signing this notice and ensuring it reaches you by the 30th day after the agreement was signed.

Signed..... Date   /   /

The Office of Fair Trading recommends the customer keep a copy of the signed form and send it via registered mail, or keep the fax transaction sheet to prove it arrived.