

Funeral Benefit Business Act Form 1

Client care statement

Funeral Benefit Business Act 1982

This form is effective from 1 July 2011

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

- 1. 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).
- 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.
- 3. Advice:** you should obtain **independent legal and/or financial advice** before signing or within the 30 day cooling-off period.
- 4. 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 / /

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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.

