

RS 37:862

§862. Preneed funeral contracts

A. The preneed funeral contract shall:

- (1) Be in writing and printed in not less than ten point typeface.
- (2) State the name, address and telephone number of the funeral establishment.
- (3) State the name, address and telephone number of the buyer and the funeral recipient, if the funeral recipient is not the buyer.
- (4) Contain or be accompanied by a statement of funeral goods and services which meets the requirements of the Federal Trade Commission Funeral Rule, 16 CFR Part 453, and LAC Title 46, Part XXXVII, §111. If a separate statement is used, it shall be attached to the preneed funeral contract and incorporated by reference into that contract.
- (5) State whether the contract will be funded by a preneed insurance policy or annuity or a funeral trust account.
- (6) If funded by a preneed insurance policy or annuity, state the name, home office address, and telephone number of the insurance company. A copy of the policy application with any medically related information expurgated shall be attached to and incorporated by reference into the contract and shall include a statement that the amount to be refunded if cancelled prior to the death of the funeral recipient will be determined by the provisions of the preneed insurance policy or annuity and a statement as to who is responsible for paying the income tax on any earnings generated by the preneed insurance policy or annuity.
- (7) If funded by a deposit in a funeral trust account, provide the identity of the financial institution in which the money delivered to the funeral establishment by the buyer is to be deposited, and a statement as to who will be responsible for paying the income tax on any earnings generated by the funeral trust account.
- (8) State the amount of the money initially deposited into a funeral trust account and give a description of any preneed insurance policy or annuity, used to fund the preneed funeral contract.
- (9) State the effect on the contract benefits resulting from the failure to make any future payments required to fully fund the contract.
- (10) Recite clearly and conspicuously whether the preneed funeral contract or the funding is revocable or irrevocable.
- (11) Specifically identify which funeral goods and services are guaranteed funeral goods and services and state when the guarantee becomes effective if other than upon execution of the contract and the term of the guarantee if the term is other than for the life of the funeral recipient.
- (12) State that the price to be paid for any funeral goods and services not designated as guaranteed will be the prevailing retail prices as listed on the general price list and casket price list of the funeral establishment at the time of the death of the funeral recipient.
- (13) Include a description of any casket, alternative container or other funeral merchandise, burial vault or urn included in the preneed funeral contract. The description of a casket shall include the exterior color, the material the casket is constructed of, including but not limited to, the type and thickness of metal expressed in gauge or ounces per square foot, type and color of wood or other material and type and color of interior fabric; with respect to an urn, the description shall be of the material of which it is constructed.
- (14) Contain the signature of the buyer and the date the buyer signed the contract.
- (15) Contain the signature of a funeral director authorized by the funeral establishment to enter into a preneed funeral contract, and the date signed.
- (16) Clearly and conspicuously state that unless waived as provided in R.S. 37:864(B), the preneed funeral contract may be cancelled and the buyer receive a full refund of all monies

delivered and a return and cancellation of the assignment of all policies transferred or assigned in connection therewith anytime within ten days after the buyer signed the contract.

(17) Include the name, address, and telephone number of any refund designee designated by the buyer.

B. Until signed by a funeral director authorized by the funeral establishment, the contract signed by the buyer shall be considered as an offer to purchase. Upon acceptance of the offer, signified by the signature of its duly authorized funeral director, the funeral establishment shall furnish a complete, fully executed copy of the preneed funeral contract to the buyer.

Acts 2008, No. 799, §1, eff. Jan. 1, 2009.