



General Assembly

January Session, 2015

Raised Bill No. 997

LCO No. 4140



Referred to Committee on GENERAL LAW

Introduced by:
(GL)

AN ACT CONCERNING FUNERAL SERVICE CONTRACTS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 42-200 of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective July 1, 2015*):

3 (a) For the purposes of this section and sections 42-201 to 42-207,
4 inclusive, "funeral service contract" means a contract which requires
5 the payment of money, the delivery of securities or the assignment of a
6 death benefit payable under an individual or group life insurance
7 policy in exchange for the final disposition of a dead human body,
8 including funeral, burial or other services, or the furnishing of
9 personal property or funeral merchandise in connection with any such
10 disposition, wherein the use or delivery of such services, property or
11 merchandise is not required immediately, "beneficiary" means the
12 person for whom the [goods or] services or merchandise purchased in
13 a funeral service contract are to be provided, and "purchaser" means
14 the person who signs the funeral service contract.

15 (b) A funeral service contract shall be in writing, shall be

16 substantially in the form set forth in subsection (b) of section 2 of this
17 act and shall contain, except as provided in subsection (c) of this
18 section, the following:

19 (1) The name, address, telephone number and Social Security
20 number of the beneficiary and the purchaser;

21 (2) The name, address, telephone number and license number of the
22 funeral director for the funeral service establishment providing the
23 [goods or] services or merchandise;

24 (3) A list of the selected [goods or] services or merchandise, if any;

25 (4) The amount of funds paid or to be paid by the purchaser for
26 such contract, the method of payment and a description of how such
27 funds will be invested and how such investments are limited to those
28 authorized pursuant to subsection (c) of section 42-202;

29 (5) A description of any price guarantees by the funeral service
30 establishment or, if there are no such guarantees, a specific statement
31 that the contract contains no guarantees on the price of the [goods or]
32 services or merchandise contained in the contract;

33 (6) The name and address of the escrow agent designated to hold
34 the prepaid funeral services funds;

35 (7) A written representation, in clear and conspicuous type, on the
36 list of selected services or merchandise or on a statement attached to
37 the list of selected services or merchandise, that the purchaser [should]
38 will receive a notice from the escrow agent acknowledging receipt of
39 the initial deposit not later than twenty-five days after receipt of such
40 deposit by a licensed funeral director and that the purchaser will
41 receive an annual statement of the amount credited to the escrow
42 account;

43 (8) A description of any fees to be paid from the escrow account to
44 the escrow agent or any third party provider;

45 (9) A description of the ability of the purchaser or the beneficiary to
46 cancel a revocable funeral service contract and the effect of cancelling
47 such contract;

48 (10) For irrevocable contracts, a description of the ability of the
49 beneficiary to transfer such contract to another funeral [home] service
50 establishment; and

51 (11) The signature of the purchaser or authorized representative and
52 the licensed funeral director of the funeral service establishment.

53 (c) A funeral service contract that is funded through an assignment
54 of a death benefit payable under an individual or group life insurance
55 policy [] need not contain the provisions described in subdivisions (4),
56 (6), (7) and (8) of subsection (b) of this section.

57 (d) A funeral service establishment shall maintain a copy of all
58 funeral service contracts entered into or assigned to such establishment
59 and a list of each escrow account established pursuant to such
60 contracts. Such list shall include (1) the name and address of the
61 escrow agent and the amount of funds deposited with such agent or
62 the name and address of the insurance company issuing the individual
63 or group life insurance policy, and (2) the name and address of the
64 purchaser of the funeral services contract. Such contracts shall be
65 maintained by the funeral service establishment for a period of six
66 years after the completion of the contracted services. Such
67 establishment shall disclose such information, upon request, to the
68 Commissioner of Public Health, the Commissioner of Consumer
69 Protection or the Attorney General.

70 (e) A funeral service establishment shall notify the purchaser of each
71 funeral service contract with such establishment not later than ten days
72 after any transfer of more than a fifty per cent ownership share of such
73 establishment to another person or of the closure of such
74 establishment.

75 Sec. 2. (NEW) (*Effective July 1, 2015*) (a) Any unused funds
76 remaining in an irrevocable funeral service contract authorized
77 pursuant to section 42-207 of the general statutes that does not have a
78 price guarantee and was purchased by a beneficiary, as defined in
79 subsection (a) of section 42-100 of the general statutes, who is a
80 Medicaid beneficiary at the time of the beneficiary's death, shall be
81 remitted by the funeral service establishment providing for the final
82 disposition of the decedent to the Treasurer of the state of Connecticut.

83 (b) Each funeral service contract, as defined in section 42-200 of the
84 general statutes, as amended by this act, shall contain all of the
85 disclosures required by chapter 743c of the general statutes and shall
86 be substantially in the following form:

87 "PRENEED FUNERAL SERVICE CONTRACT

88 THIS PRENEED FUNERAL SERVICE CONTRACT is entered into
89 this day of ..., 20 .., by and between a Connecticut business with
90 an address at ..., Connecticut ("Seller") and ("Purchaser"). The
91 person for whom the services or merchandise are to be provided is
92 ("Contract Beneficiary"). The person not living with Contract
93 Beneficiary who may be contacted in an emergency is ("Emergency
94 Contact"), having an address of and a telephone number of

95 RECITALS:

96 1. Seller is engaged in the business of operating a funeral service
97 establishment.

98 2. Purchaser wishes to purchase and pay for certain services or
99 merchandise relating to the final disposition of (a) purchaser's body
100 upon death, or (b) for the disposition of a body upon the death of
101 purchaser spouse, parent(s), child(ren), sibling(s) or other relation,
102 specify:

103 AGREEMENTS:

104 1. The name of the Purchaser is The address of the Purchaser is
105 The Purchaser's Social Security number is The Purchaser's
106 telephone number is This is (Select one):

107 () a revocable funeral contract--

108 Revocable Contract: A revocable contract may be revoked at any
109 time before the services and merchandise are provided. A revocable
110 funeral contract purchased by or on behalf of a Medicaid beneficiary
111 may be revoked only upon written notice by the Medicaid beneficiary
112 to the Commissioner of Social Services.

113 or

114 () an irrevocable funeral contract--

115 Irrevocable Contract: An irrevocable contract may not be cancelled
116 by Purchaser or by Purchaser's personal representative unless
117 otherwise provided by law. The amount held in escrow by the Escrow
118 Agent may be disbursed only upon the death of the Contract
119 Beneficiary. The Contract Beneficiary or the personal representative of
120 the Contract Beneficiary has the right to transfer this Contract from
121 this funeral service establishment to another funeral service
122 establishment upon the request of the Contract Beneficiary or the legal
123 or personal representative of the Contract Beneficiary. If the Contract
124 Beneficiary is a Medicaid beneficiary at the time of death, and the
125 funeral service contract is not price guaranteed (see Section 3 below),
126 then any unused funds remaining after the funeral service is paid for
127 under the Contract shall be remitted by the Seller to the Treasurer of
128 the State of Connecticut.

129 2. The name of the funeral director for the funeral service
130 establishment providing the services or merchandise is ("Funeral
131 Director"). The business address of the Funeral Director is The
132 Funeral Director's business telephone number is The Funeral
133 Director's license number from the State of Connecticut is

134 3. Purchase of Services and Merchandise: Simultaneously with the
135 execution of this Contract, Purchaser is paying the amount of \$.... (the
136 "Contract Sales Price") to Seller to purchase (check appropriate box.
137 Purchaser to initial):

138 Initial () Nonguaranteed credit toward retail cost of funeral
139 services and merchandise at the time of need

140 () or as shown on the attached Statement of Services and
141 Merchandise, Price guarantees (if any) are as follows:

142 Initial () prices of all services, merchandise and cash advance items
143 are guaranteed

144 Initial () prices of all services and merchandise are guaranteed, but
145 prices of cash advance items are NOT guaranteed (specify cash
146 advance items):

147 _____
148 _____
149 _____
150 _____

151 Initial () only prices of services are guaranteed

152 Initial () only prices of merchandise are guaranteed

153 THE AMOUNT PREPAID IN THIS CONTRACT MAY NOT SATISFY
154 THE ENTIRE COST OF THE FUNERAL WHEN PROVIDED. EXCEPT
155 FOR ANY PRICE GUARANTEES (IF ANY) WHICH ARE PROVIDED
156 ABOVE, THE FUNERAL PRICE WILL BE DETERMINED AT THE
157 TIME OF THE CONTRACT BENEFICIARY'S DEATH. THE
158 PURCHASER, LEGAL REPRESENTATIVE OR PERSONAL
159 REPRESENTATIVE OF THE CONTRACT BENEFICIARY MAY
160 INCUR ADDITIONAL EXPENSES AT THE TIME OF NEED. SEE
161 SECTION 6 BELOW.

162 4. Contract Beneficiary: The Contract Sales Price will be used for the
163 disposition of the remains of (insert name), currently of (insert
164 current address) (the "Contract Beneficiary"). The Social Security
165 number of the Contract Beneficiary is

166 The Contract Beneficiary is
167 the Purchaser or is the of Purchaser (state nature of relationship,
168 e.g., spouse, etc.). The telephone number of the Contract Beneficiary is
.....

169 5. Escrow of Funds: Following the execution of this Contract by
170 Purchaser and Seller, Seller will deposit the Contract Sales Price with
171 an escrow agent ("Escrow Agent"). The Escrow Agent for this contract
172 will be, having an address at

173 The telephone number of the
174 Escrow Agent is

175 The funds held by the Escrow Agent shall be
176 invested by the Escrow Agent in accordance with and subject to the
177 limitations imposed by Connecticut General Statutes Section 42-202(c).
178 Amounts held in the Escrow Account may only be invested in one or
179 more of the following: (a) Deposit accounts insured by the Federal
180 Deposit Insurance Corporation; (b) accounts insured against loss of
181 principal by an agency or instrumentality of the United States
182 government; (c) bonds in which savings banks in Connecticut may, by
183 law, invest; (d) bonds of the United States or any agency thereof or of
184 Connecticut or any Connecticut municipality; (e) insurance contracts
185 with an insurance company licensed by the State of Connecticut to
186 offer such contracts and maintaining not less than a B plus rating for
187 financial security by A.M. Best; or (f) any other deposit account, or
188 security of a quality, safety and expense comparable to those set forth
189 in (a) to (e), inclusive, above. All interest, dividends and other income
190 earned on the amounts deposited in the Escrow Account shall be
191 retained in the Escrow Account and credited, less any administrative
192 expenses, for the account of the Contract Beneficiary. The Escrow
193 Agent may charge an administrative fee for its services as Escrow
194 Agent, and a small fee for filing a tax report. THE PURCHASER WILL
RECEIVE A NOTICE FROM THE ESCROW AGENT
ACKNOWLEDGING ITS RECEIPT OF THE INITIAL DEPOSIT MADE

195 UNDER THIS CONTRACT NOT LATER THAN TWENTY-FIVE
196 DAYS AFTER RECEIPT OF SUCH DEPOSIT BY THE FUNERAL
197 DIRECTOR, AND WILL RECEIVE AN ANNUAL BALANCE
198 STATEMENT THEREAFTER.

199 If the funds will be invested in an insurance contract, the Purchaser (a)
200 consents to the investment in an insurance contract, (b) understands
201 that the funeral director will receive a commission from the insurance
202 company in connection with the purchase and sale of the insurance
203 contract, and (c) agrees that the Seller will be listed as the beneficiary
204 on the insurance contract. (Purchaser's initials)

205 6. Price Adjustments: Seller agrees to provide the services and
206 merchandise, specified in Section 3 above, upon request from the
207 Purchaser or the Contract Beneficiary's personal representative for the
208 Contract Sales Price. However, unless otherwise agreed to in writing
209 by the funeral service establishment, the cost of the funeral service and
210 merchandise shall be determined at the date of death of the Contract
211 Beneficiary. If the funeral contract is not a guaranteed price contract,
212 and the Escrow Account with its accumulation is in excess of the
213 amount required to fulfill the value of the funeral service contract
214 provided for herein, any excess amount may be paid to Purchaser, the
215 estate of the Contract Beneficiary, or may offset any additional
216 expenses that may be incurred. If, at the actual time when Purchaser or
217 Contract Beneficiary's personal representative requests Seller to
218 provide the items specified in Section 3 above, Seller's customary sales
219 price for such item(s) has increased (as set forth on Seller's price list
220 maintained in accordance with Federal Trade Commission's Funeral
221 Service Regulations), then the Contract Sales Price shall be adjusted
222 accordingly, and Purchaser or the Contract Beneficiary's personal
223 representative shall be responsible for any deficiency. THIS
224 CONTRACT CONTAINS NO PRICE GUARANTEES UNLESS
225 OTHERWISE SPECIFICALLY SET FORTH IN SECTION 3 ABOVE. If
226 Seller has provided price guarantees, then Seller shall furnish the
227 guaranteed service or merchandise at the time of need, regardless of

228 the actual price of such service or merchandise at the time of need. If
229 Seller has provided price guarantees, then Seller shall be entitled to
230 any excess amount remaining in the Escrow Account after providing
231 such services and merchandise. Purchaser or the Contract Beneficiary's
232 personal representative shall also be responsible for any price increase
233 imposed by a third party for services such as arrangements for
234 opening and closing of gravesite, endowment or perpetual care for
235 gravesite arrangements, merchandise such as cost of burial plot,
236 gravesite or mausoleum, headstones, markers or plaques, or cash
237 advance items such as inscriptions, and any increase for any sales tax
238 due to the State of Connecticut. If the price of a cash advance item
239 increases or additional sales tax is due, Purchaser or the Contract
240 Beneficiary's personal representative may be responsible for the actual
241 cost of the cash advance item and the amount of sales tax due,
242 depending on the balance in the Escrow Account. If additional services
243 or merchandise are selected at the time of need, the retail price in effect
244 at that time shall be charged. The additional expense shall be paid by
245 the Purchaser, personal representative or legal representative of the
246 Contract Beneficiary.

247 7. Additional Terms and Conditions: Purchaser agrees that the
248 terms and conditions contained on the page entitled "Additional Terms
249 and Conditions" attached hereto shall constitute a part of this Contract
250 and are incorporated herein by this reference.

251 8. Information Provided to Purchaser: Purchaser acknowledges that
252 he/she has received a completely filled-in copy of this Contract, and
253 that he/she has also received or reviewed prior to discussing the
254 purchase of services or merchandise the Seller's General, Casket and
255 Outer Burial Container price lists which are maintained and made
256 available to consumers in accordance with the Federal Trade
257 Commission's Funeral Service Regulations.

258 Dated at ..., Connecticut this day of ..., 20..

259 FUNERAL SERVICE ESTABLISHMENT

260 PURCHASER:

261

262 By: Purchaser's Name:

263 Its:

264 Duly Authorized

265 NOTE: IF THIS CONTRACT IS SIGNED AT THE HOME OF THE
266 PURCHASER OR AT SOME PLACE OTHER THAN THE SELLER'S
267 PLACE OF BUSINESS, THEN THE PURCHASER IS ENTITLED TO
268 THE FOLLOWING NOTICE AND HAS THE FOLLOWING RIGHTS
269 UNDER CONNECTICUT LAW:

270 YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY
271 TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER
272 THE DATE OF THIS CONTRACT. SEE THE ATTACHED NOTICE OF
273 CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

274 NOTICE OF CANCELLATION

275

276 (Date of Contract)

277 YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY
278 PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS
279 FROM THE ABOVE DATE.

280 IF YOU CANCEL THIS CONTRACT, ANY PROPERTY TRADED
281 IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR
282 SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU
283 WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING
284 RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE,
285 AND ANY SECURITY INTEREST ARISING OUT OF THE

286 CONTRACT WILL BE CANCELLED.

287 IF YOU CANCEL THIS CONTRACT, YOU MUST MAKE
288 AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN
289 SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED,
290 ANY MERCHANDISE DELIVERED TO YOU UNDER THIS
291 CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY
292 WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE
293 RETURN SHIPMENT OF THE MERCHANDISE AT THE SELLER'S
294 EXPENSE AND RISK.

295 IF YOU DO MAKE THE MERCHANDISE AVAILABLE TO THE
296 SELLER AND THE SELLER DOES NOT PICK UP THE
297 MERCHANDISE WITHIN TWENTY DAYS OF THE DATE OF
298 CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE
299 MERCHANDISE WITHOUT ANY FURTHER OBLIGATION. IF YOU
300 FAIL TO MAKE THE MERCHANDISE AVAILABLE TO THE
301 SELLER, OR IF YOU AGREE TO RETURN THE MERCHANDISE TO
302 THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE
303 FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE
304 CONTRACT.

305 TO CANCEL THIS CONTRACT, MAIL OR DELIVER A SIGNED
306 AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY
307 OTHER WRITTEN NOTICE TO (Name of Seller) AT (Seller's
308 address of business) NOT LATER THAN MIDNIGHT OF

309 I HEREBY CANCEL THIS CONTRACT.

310

311 (Date) (Buyer's signature)

312 PRENEED FUNERAL SERVICE CONTRACT ADDITIONAL
313 TERMS AND CONDITIONS

314 1. Contents of Funeral Service Contract. This Funeral Service

315 Contract consists of the following: (a) A statement of services and
316 merchandise selected, if any, (b) a statement of additional terms and
317 conditions, and (c) an enrollment form or a funeral planning
318 agreement with Escrow Agent.

319 2. Establishment of Escrow Account. Seller will deposit in escrow
320 with a qualified escrow agent, one hundred per cent (100%) of each
321 payment received under this Contract. All interest, dividends and
322 other income earned on the amounts deposited in the Escrow Account
323 (less any administrative expenses) shall become a part of the account.
324 The Escrow Agent shall be entitled to charge an administrative fee for
325 acting as Escrow Agent. This fee will be deducted from the Escrow
326 Account balance. Seller shall provide the Escrow Agent with the name
327 and address of Purchaser and the name and address of the Contract
328 Beneficiary, and a copy of this Contract, including a statement of
329 merchandise and services selected.

330 3. Annual Statement of Account and Income Tax. Each party to this
331 contract shall receive an annual report from the Escrow Agent
332 containing information relating to the balance in the Escrow Account.
333 Such statement shall include the name and address and telephone
334 number of the Escrow Agent. Depending on the investment vehicle
335 used, income earned on the escrow funds may be subject to federal
336 income taxation. Each Purchaser shall be responsible for payment of
337 taxes on income earned on the escrow funds unless the funds are
338 invested through a qualified funeral trust. Purchaser shall receive IRS
339 Form K-1 or 1099-INT, for Purchaser to include in his or her tax form,
340 unless the funds are invested through a qualified funeral trust.

341 4. Purchaser's Default. If, prior to final payment of this contract,
342 Purchaser defaults in making any payment required herein or if the
343 Purchaser or the Contract Beneficiary's personal representative fails to
344 have the funeral service establishment provide the services and
345 merchandise contracted for in this Contract, Seller may retain an
346 origination fee and any costs reasonably incurred in performance of

347 this Contract, provided the amount retained shall not exceed five per
348 cent (5%) of the amount held by the Escrow Agent. After deducting
349 such charges, the balance of any amounts remaining in the Escrow
350 Account shall be transferred with this Contract to another funeral
351 service establishment at Purchaser's request, or if this is a revocable
352 contract, the amounts remaining in the Escrow Account shall be
353 returned to the Purchaser.

354 5. Release of Escrow Account. The Escrow Agent shall pay the funds
355 in the Escrow Account to Seller upon submission to Escrow Agent of a
356 statement indicating that the services, personal property and
357 merchandise contained herein, or attached hereto has been fully
358 performed or delivered. If the actual amount of the funds in the
359 Escrow Account at the time of need and delivery exceed the actual cost
360 of the nonguaranteed services and merchandise provided, the excess
361 shall be returned to Purchaser, to Purchaser's personal representative,
362 Contract Beneficiary's estate, or to the State of Connecticut if required
363 by law. If Seller has provided price guarantees, Seller shall be entitled
364 to retain any amounts remaining in the Escrow Account after
365 providing the guaranteed services and merchandise.

366 6. Failure to Perform by Seller. If for any reason the Seller fails to
367 meet the obligations imposed herein promptly after a request to do so
368 by an authorized person, the family, next of kin or legal representative
369 of the Contract Beneficiary, having provided for such services or
370 merchandise on behalf of such Contract Beneficiary, may receive from
371 the Escrow Agent the amount of money in the Escrow Account.

372 7. Right to Transfer. The Contract Beneficiary or the personal
373 representative of the Contract Beneficiary has the right to transfer this
374 Contract from this funeral service establishment to another funeral
375 service establishment upon request. If this Contract is transferred, the
376 Seller has the right to receive from the Escrow Agent an origination fee
377 and any costs, if any, actually incurred by the Seller, if the Seller has
378 performed or provided for the performance of this Contract, prior to

379 notification of such transfer, not to exceed five per cent (5%) of the
380 amount in the Escrow Account. Price guarantees (if any) are only made
381 by the originating funeral service establishment, and there are no price
382 guarantees with the funeral service establishment that the Contract is
383 transferred to unless agreed to by such funeral service establishment.

384 8. Substitution of Merchandise. If the exact merchandise set forth in
385 this Contract is unavailable at the time of need and delivery, the Seller
386 may substitute merchandise similar in style and of equal or better
387 quality of material and workmanship as the merchandise set forth in
388 this Contract.

389 9. Purchaser's Right to Change Unless Prohibited by Law. Seller
390 agrees that if different services or merchandise are desired at the time
391 of need than those specified herein, Purchaser, next of kin, heirs or a
392 personal representative may direct Seller to apply the proceeds of the
393 Escrow Account toward the purchase of the desired services and
394 merchandise, unless otherwise prohibited by law.

395 10. Additional Services or Merchandise. If additional services or
396 merchandise are desired by the Purchaser, next of kin or personal
397 representative of the deceased at the time of need, the retail price in
398 effect at that time shall be charged for such services or merchandise.

399 11. Items Not Provided At Time of Need. Credit will be given by
400 Seller for any services or merchandise which are not provided at the
401 time of need, at the retail price stipulated in this Contract.

402 12. Seller's Right to Subcontract. If Seller is unable to perform at the
403 time of need of delivery, Seller shall have the right to hire another
404 funeral service establishment to provide some or all the services or
405 merchandise specified in this Contract, at the prices specified in this
406 Contract.

407 13. Change of Address. Purchaser shall notify Seller and Escrow
408 Agent of any change of address and/or telephone number of the

409 Purchaser, and/or the Contract Beneficiary and/or the Emergency
410 Contact.

411 14. Assignment of Contract. Seller shall have the right to assign this
412 Contract to any successor to Seller's business. In the event of any
413 assignment by Seller, the Seller shall provide written notice to the
414 Purchaser and to the Contract Beneficiary. Following any assignment
415 of this Contract, the Seller shall not be responsible under this
416 Agreement.

417 15. Cash Advance Charges. If the Purchaser has contracted for any
418 services or items to be provided by a third party, this paragraph shall
419 apply. The amount paid as a cash advance shall be deposited into the
420 Escrow Account. At the time of performance, if the amount on deposit
421 in the Escrow Account allocable to the cash advanced items, including
422 interest earned or accrued, is less than the current amount required for
423 a cash advance item, Seller shall have the right to charge for the
424 additional amount exceeding the amount on deposit in the escrow
425 account allocable to the cash advanced items.

426 16. Refund on Impossibility of Performance. A refund of all
427 amounts paid on this Contract plus all income earned or accrued (less
428 any administrative charges incurred) shall be paid to Purchaser or to
429 Purchaser's legal representative by the Escrow Agent upon notification
430 by the Seller that the Seller is prevented from performing this Contract
431 because of circumstances beyond the control of the Seller, including,
432 but not limited to, a pandemic or mass fatality event."

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>July 1, 2015</i>	42-200
Sec. 2	<i>July 1, 2015</i>	New section

Statement of Purpose:

To simplify funeral service contracts for consumers.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]