

STANDARD INSURANCE PRENEED FUNERAL CONTRACT
Chapter 90, Article 13D, North Carolina General Statutes Governs this Contract

PRENEED FUNERAL ESTABLISHMENT NO. _____

_____ (“Funeral Home”) sells, and _____ (“Purchaser”) purchases preneed funeral services, facilities and merchandise for _____ (“Beneficiary”) whose address is _____ (_____)
Street address PO Box City State Zip Code Social Security no.

Purchaser acknowledges that he or she understands that: either no goods and services have been selected; or if goods and services were selected, **THE PRICE OF THESE GOODS AND SERVICES IS NOT GUARANTEED.**

If applicable, the amount the Purchaser paid to the Funeral Home \$ _____.

It is further understood that a life insurance policy or product is being purchased to fund this contract and that the benefit paid by the life insurance policy or product may, or may not, be sufficient to pay for the retail costs of the goods and services provided at the time they are provided. Any life insurance policy or product benefit which has been assigned to the Funeral Home will be applied to the at-need retail cost of the goods and services provided by Funeral Home.

If this contract is being funded by a previously purchased life insurance policy or product, please complete the following:

Name of Insurance Co.	Policy Number	Death Benefit
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A filing fee of \$20.00 must be paid to the NC Board of Funeral Service.

By writing initials, Purchaser acknowledges that if the Purchaser does not receive written notification from the NC Board of Funeral Service, within 30 days, that the Board has received a copy of this contract, the Purchaser will notify the Board at 1033 Wade Avenue, Suite 108, Raleigh NC 27605 or call 1-800-862-0636 (or local 733-9380 in Raleigh). The filing of this contract with the NC Board of Funeral Service is required by law for the Purchaser’s protection.

By writing initials, Purchaser acknowledges that this sale was made at Funeral Home’s place of business. If this was an off-premises sale, YOU, THE PURCHASER, MAY CANCEL THIS PRENEED CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

By writing initials, Purchaser chooses to make this contract **revocable or irrevocable**. If revocable, Purchaser has the right to revoke it. If irrevocable, Purchaser **does not** have the right to revoke it unless Purchaser obtains a court order.

Revocable: Irrevocable:

In accordance with NC Gen. Stat. Sec. 90-210.126(e), if this preneed contract includes a cremation, the purchaser hereby specifies the final disposition of the cremated remains: _____

The parties have signed this contract (which includes the provisions on the back) this _____ day of _____, 20____.

Name of accepting Funeral Home

Signature of Purchaser

Address of Funeral Home

Address where all mail will be sent

City, State, Zip Code

City, State, Zip Code

Signature of Funeral Director or FS licensee, binding Funeral Home to contract

Insurance Company and location of home office

FSL NO. _____ FD NO. _____

Signature of agent accepting application from Funeral Home

Signature of person who sold contract

PN sales license no.

Policy number if available

Signed and preneed sales license number affixed in presence of Purchaser at time of sale.

PURCHASE OF INSURANCE

This contract is funded through the purchase of a life insurance policy or product, with premiums equal to the amount of money paid under the terms of the life insurance policy or product. The insurance policy or product is regulated by the North Carolina Department of Insurance.

Funeral Home agrees that it will not transfer, assign, cash in, encumber or otherwise divert from its intended purpose any policy or product, which funds, in whole or part, this contract.

USE OF INSURANCE PROCEEDS

Funeral Home will provide services, merchandise, and facilities at Funeral Home's prices at the time they are provided. If the funding of this contract is insufficient for payment in full, Beneficiary's representatives may direct that the death benefit paid by Insurance Company (Companies) be credited against costs contracted for by the representatives. If not otherwise directed by terms of this contract and the insurance policy or product, any balance after payment in full shall be paid to Beneficiary's estate.

REVOCACTION

If this contract is revocable, you may revoke this contract at any time prior to the provision of goods and services by the Funeral Home. Designating Funeral Home to receive the proceeds of the life insurance policy or product does not restrict any right to purchase funeral merchandise or services in the open market, with the advantages of competition, at any time before Funeral Home delivers the funeral goods and services.

RIGHTS RESERVED

If a labor dispute, strike, government action, fire, war, epidemic, other disaster, changes in products or other causes beyond its control prevents or delays Funeral Home from providing the services, facilities or merchandise, Funeral Home may make reasonable substitution of comparable services, facilities or merchandise, and it will not be liable for inconvenience, delay, emotional upset, pain and suffering, loss or damage experienced by Purchaser or Beneficiary, their estates, families, legatees, heirs or legal representatives.

SUBSTITUTION OF FUNERAL HOME

If this contract is irrevocable, Purchaser, or, after his or her death, Beneficiary or his or her legal representative, may direct the substitution of another funeral home to provide equal service, merchandise and facilities at substitute funeral home's current price.

ENTIRE AGREEMENT

This form, together with the Standard Preneed Statement of Funeral Goods and Services Selected, contains the entire agreement between Purchaser and Funeral Home and supersedes and integrates all communications and other agreements relating to this subject.

AMENDMENTS

Any changes to this contract must be filed as a new contract, marked "CONTRACT AMENDMENT," with the NC Board of Funeral Service. Contract amendment shall not change the irrevocable clause or directive by Purchaser that all funds along with growth be used for the purchase of funeral services, facilities or merchandise.

EXCLUSION OF WARRANTIES

There are no warranties of merchandise or fitness for a particular purpose extended by Funeral Home. The only warranties, express or implied, which are granted in connection with the services and merchandise sold under this contract are the express written warranties, if any, extended by the manufacturers of the merchandise sold, and no warranties are expressed or implied by Funeral Home.

DISCLOSURES BY FUNERAL HOME

All disclosures required by the Federal Trade Commission or other provisions of federal and North Carolina law are attached to this contract.

WARNING

If you have received, are applying to receive, or are receiving public assistance benefits, state and federal laws may restrict the use of the life insurance policy or product that is purchased to fund this contract. You should carefully review those laws to assure compliance with those provisions.