

TRUSTING

333.800.1 One-hundred percent of all payments received for a trust-funded preneed contract shall be deposited into trust within forty-five days of receipt by the seller or the seller's authorized agent. For the purpose of covering administrative expenses, the seller may request from the trustee an amount not to exceed twenty percent of the face value of the contract for the purpose of covering his selling expenses, servicing costs, and general overhead. Such funds may be deducted by the trustee from the initial preneed fund payments.

2. Within thirty days after a provider and a witness has shall certified in writing to the seller that the provider has provided the disposition or the services, facilities, and merchandise described in the contract, or has provided alternative funeral benefits for the beneficiary pursuant to special arrangements made with the purchaser, the seller shall pay to the provider a net amount equal to all payments required to be made to the provider pursuant to the written agreement between the seller and the provider. Upon delivery to the trustee of the provider's receipt for such payment, the trustee shall distribute to the seller from the trust a sum amount equal to the amount held in trust for the contract all deposits maintained into the trust for the contract with any income authorized by sections 333.700 to 333.900.

[3.] 4. All expenses of establishing and administering a preneed trust, including, without limitation, trustee's fees, legal and accounting fees, investment expenses, and taxes, may shall be paid from the trust, provided that payment shall not be authorized to the extent that such fees payment will reduce the principal of a preneed trust.

CANCELLATION

333.800.1. A signed copy of the completed preneed contract must be provided to the purchaser within thirty days after the contract is executed by all parties. Within thirty days of the

purchaser's receipt of the executed contract, the purchaser may cancel the contract with or without cause by delivering written notice to the seller or the provider. If written notice is received by the provider, the provider shall forward the notice from the purchaser or their purchaser's legal representative to the seller within two (2) business days. Within thirty days after receipt of the notice of cancellation, the seller shall refund one hundred percent of all payments made on the contract to the purchaser. Notice of the purchaser's right to cancel as provided in this provision and the appropriate addresses for notice of cancellation shall be designated on the face of the contract in no less than thirteen point bold type.

2. At any time after the thirty day cancellation period provided in section 1 of this section, and before the disposition or services, facilities, or merchandise described in a preneed contract are provided, a purchaser may cancel a preneed contract with or without cause by delivering written notice thereof to the seller or the provider. If written notice is received by the provider, the provider shall forward the notice from the purchaser or their legal representative to the seller within two (2) business days. Within _____fifteen days after its receipt of the notice of cancellation, the seller shall pay to the purchaser a net amount equal to eighty one hundred percent of all payments made under the contract plus ten percent of any income earned *[a suggestion was made that this should be changed to a flat percentage], less any allowable administrative expenses of the seller.* Upon delivery of the purchaser's receipt for such payment to the trustee, the trustee shall distribute to the seller from the trust an amount equal to all amounts held in trust for the contract.

3. In no instance shall a seller charge, assess or collect any cancellation fee or penalty to a preneed contract purchaser under any circumstances.

CHANGE OF PROVIDER- (PRE-NEED)

333.900.1. At any time before final disposition, or the services, facilities, or merchandise described in a preneed contract are provided, the purchaser may change the provider identified in the contract without penalty by delivering written notice thereof to the seller or the provider. The seller shall change the provider as requested by the purchaser if the new provider submits written notification to the seller agreeing to assume all of the obligations of the original provider and to accept the remaining payments owed to the original provider, as agreed upon by the seller and the original provider. Nothing in this section shall be construed to prohibit the seller and the newly designated provider from negotiating or agreeing to alternate payment arrangements. A seller shall not fail or refuse to change a provider as requested by the purchaser if the newly designated provider files written notification with the seller as provided herein.

2. In no instance shall a seller charge, assess or collect any fee or penalty to a preneed contract purchaser for transferring or changing the provider designated in a preneed contract as described herein.

CHANGE OF PROVIDER (AT-NEED)

333.000.1. If the disposition or services, facilities or merchandise are provided to the beneficiary by any person other than the provider designated in a preneed contract, then the seller shall pay over to the person providing the disposition, services, facilities or merchandise a net amount equal to all payments required to be made to the original provider designated in the preneed contract, as agreed by the seller and the original provider. Upon seller's full performance under the provisions of this section, the trustee of the preneed trust for the contract shall distribute to the seller from the trust an amount equal to all deposits made into the trust for the contract.

2. In no instance shall a seller charge, assess or collect any fee or penalty to a preneed contract purchaser for transferring or changing the provider designated in a preneed contract as described herein.

333.AAA.1 A seller may cancel a preneed contract if the payments payable under the a preneed contract are more than three month in arrears. Prior to such cancellation, the seller shall provide written notification of intent to cancel to the purchaser ____ days before cancellation. The written notice shall provide that , which shall provide that the purchaser has ____ days to remit the payment in arrears to avoid cancellation. If the payments are not received as provided in the notification of intent to cancel, the seller may cancel the contract by delivering written notice thereof to the purchaser and the provider, and by making payment to the purchaser of a net amount equal to eighty percent of the payments made under the contract. Upon delivery of the purchaser's receipt of such payment to the trustee, the trustee shall distribute to the seller from the trust an amount equal to all deposits made into the trust for the contract.

2. If the payments payable under a preneed contract are in arrears at the time of disposition or the services, facilities or merchandise described in the contract are requested for the beneficiary, the seller shall allow the purchaser to remit the payment in arrears. If the purchaser fails to remit payment, the seller may cancel the contract by making payment to the purchaser of a net amount equal to eighty percent of the payments made under the contract. Alternatively, at the purchaser's option, the seller may credit the amount held in trust for the preneed contract towards any disposition or funeral or burial services, facilities or merchandise provided by any entity owned or operated by the.

OUR NOTES ON THIS SECTION ARE UNCLEAR .