

State Board of Embalmers and Funeral Directors

December 7, 2011
Hampton Inn & Suites
4600 Summit
Kansas City, MO 64112

OPEN AGENDA

December 7, 2011 – 9:00 a.m.

1. Call to Order
2. Roll Call
3. Approval of Open Agenda
4. (Tab 1) Approval of Open Minutes
5. (Tab 2) Executive Director Report
 - *Update on Preneed Renewals*
 - *Update on Funeral Establishment Renewals*
 - *New licensees issued*
 - *Ceased/closed licenses*
 - *Disciplinary actions*
6. Legal Counsel Report
7. Update on death certificates (John McCulloch)
8. Update on Web Casting
9. (Tab 3) Review and discussion of draft rule – “What constitutes a preneed contract”
10. Discussion regarding Alkaline Hydrolysis
11. Discussion/Dialogue

1:15p.m.

12. (Tab 4) Probation Violation Hearing –
Case EMB 12-005-PV
George H. Treaster, White Funeral Home Hearing
Preneed Seller license 2010003431

CLOSED

13. Adjournment

State Board of Embalmers and Funeral Directors
November 22, 2011
Posted 9:00 a.m.

The below is a draft rule that was reviewed at the September, 2011 meeting and was referred to the Examination Committee for discussion/review/consideration.

What constitutes a pre-need contract

A preneed contract is any contract or other arrangement that provides for the final disposition of a dead human body, funeral or burial services or facilities or funeral merchandise where such disposition, services, facilities or merchandise are not immediately required.

1. A preneed contract is formed whenever a preneed seller, a preneed provider, cemetery, funeral establishment or any other person receives any consideration in any form to be used as payment for the provision of goods, services, facilities or funeral merchandise related to the final disposition of a dead human body when those goods and/or services are not immediately required.
2. A preneed contract is formed when any entity receives an assignment of life insurance policy or is named as the beneficiary on a life insurance policy when the entity agrees, either in writing or by other agreement of the parties, to use those proceeds to pay for provision of goods, services, facilities or funeral merchandise related to the final disposition of a human body when those goods and/or services are not immediately required.
3. A preneed contract is formed when any entity receives an assignment of any type of financial account or is named as the beneficiary or pay on death or transfer on death on any type of financial account when the entity agrees, either in writing or by other agreement of the parties, to use those proceeds to pay for provision of goods, services, facilities or funeral merchandise related to the final disposition of a human body when those goods and/or services are not immediately required.
4. No preneed contract is formed if an entity is named as the beneficiary or assignee of any life insurance policy or financial account if the entity had no knowledge and no reason to have knowledge of its status on the policy or account prior to the time of death of the customer.
5. No preneed contract is formed if a customer selects all goods, services, facilities and funeral merchandise for the customer's funeral if the customer provides no form of payment any person or entity as a pre-payment.
6. A new preneed contract is formed if a new seller assumes or accepts transfer of funds from a previous seller and the new seller writes a new preneed contract with the consumer.
7. If a person or entity enters into a preneed contract by accepting as payment an assignment of a life insurance policy, designation as a beneficiary on a life insurance policy, transfer or pay on death designation on a financial account, that person or entity must be licensed as a preneed seller and shall prepare a written contract with the consumer in full compliance of all statutes and applicable regulations.
8. If a person or entity enters into a preneed contract by accepting as payment an assignment of a life insurance policy, designation as a beneficiary on a life insurance policy, transfer or pay on death designation on a financial account those contracts shall be reported to the Board on the annual report and remittance of the required per contract fee shall be due.