



**A Summary of State Statutes**

**FINANCIAL  
PROTECTION**



**Preneed  
Funeral  
and Burial  
Agreements**

**PRENEED FUNERAL AND BURIAL  
AGREEMENTS:  
A SUMMARY OF STATE STATUTES**

written by  
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The Public Policy Institute, formed in 1985, is part of Public Affairs at AARP. One of the missions of the Institute is to foster research and analysis on public policy issues of importance to older Americans. This publication represents part of that effort. The views expressed herein are for information, debate, and discussion, and do not necessarily represent formal policies of AARP.

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## **PRENEED FUNERAL AND BURIAL AGREEMENTS**

### **Introduction**

In 1998, the average cost of a traditional funeral was more than \$4,600.<sup>1</sup> An in-ground burial can add another \$2,400 to final expenses.<sup>2</sup> For many consumers, this purchase is the third largest lifetime expenditure, ranking right behind the purchase of a home and an automobile. In contrast to the purchase of these other expensive products, however, most funeral and burial purchases are made when buyers are vulnerable emotionally and lack the time and information to negotiate prices effectively. This is a major reason why increasing numbers of consumers are entering into preneed agreements to purchase funeral and burial goods and services prior to death.

The preneed concept originated with, and was formalized by, burial organizations that sold burial certificate plans in the 1930s. During the 1950s, funeral directors began selling prearrangements in the United States. The preneed market slowly evolved over the next 30 years. Today, thanks in part to the growth of the older population, preneed sales are a booming industry. Currently, funds in preneed agreements exceed \$25 billion, up from \$18 billion in 1995.

As more people pay for their funeral and burial in advance, it is increasingly important for laws to be in place that regulate this unique consumer purchase. Yet no federal regulation specifically addresses preneed, and state-level regulation is inconsistent.

Results from this analysis show that every state except Alabama regulates preneed contracts, but state laws vary greatly in scope, approach, and requirements. In general, 24 states regulate both funeral and burial contracts in a single statute, 17 states have two separate preneed funeral and burial laws, and the remaining 8 states have a single statute that covers only preneed funeral contracts. In many states, only licensed funeral home directors, cemeterians, or their employees or agents are allowed to sell preneed contracts, while in other states, third-party sellers (persons who are neither funeral directors nor cemeterians) can sell preneed products as long as they obtain a license or permit from the state. Funding options (for example, trust funds and insurance), contract provisions (for example, itemization of goods and services, portability restrictions, and handling of escrowed funds), availability of refunds and redress mechanisms (such as a state consumer protection fund, applicability of the state Unfair and Deceptive Acts and Practices (UDAP) law, and a private right of action) vary from state to state.

Several characteristics associated with the preneed industry make strong consumer protections essential. First, there is generally a significant length of time between the signing of the agreement and the need for the goods and services described in the agreement. Trust funds that are mishandled may go undetected for years.

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<sup>1</sup> *Funeral Monitor*, May 17, 1999, pp. 3-4

<sup>2</sup> AARP. (1996). Product Report. Funerals and Burials: Goods and Savings Vol. 2 No. 3.

Second, it is often difficult to determine whether specific provisions of the contract were fulfilled (type of casket, for example), since the person who signed the contract is likely deceased. Survivors rarely have knowledge of specific provisions, and they may unknowingly be charged for products and services originally understood to have been included in the agreement, services not requested by the deceased, or more expensive substitute goods or services.

Lastly, preneed agreements are becoming increasingly complex, involving more decisions and more potential for fraudulent activity. In the past, preneed agreements often included only cemetery plots and therefore were sold primarily by cemeterians. Preneed agreements are now likely to include a package of both funeral and burial goods and services that may be sold by funeral directors and/or cemeterians. In addition, more third-party sellers (people who are neither funeral directors nor cemeterians) are offering preneed agreements. Adequate oversight of these agreements is often hampered by state regulators' lack of authority and resources.

AARP's goal is to assure that purchasers of preneed agreements in every state are protected by strong, comprehensive legislation. *Preneed Funeral and Burial Agreements: A Summary of State Statutes*, outlines AARP's policy on preneed funeral and burial agreements and summarizes existing state statutes regulating such agreements. It also compares state statutes with regard to eight key consumer protection provisions: 1) coverage of the statute, 2) licensing requirements of preneed sellers, 3) funding options of the preneed funds, 4) required contract provisions, 5) cancellation refund provisions, 6) availability of a consumer protection fund, 7) applicability of the state Unfair and Deceptive Trade Practices (UDAP) statute, and 8) applicability of private right of action.

This document, compiled in May 1999, is a summary of state laws and other requirements. Citations are provided so that the statutes can be located and referenced for in-depth review.

Sharon Hermanson, Project Officer

# **State Law Summaries**

**(Includes the District of Columbia,  
Puerto Rico, and the Virgin Islands)**

## **Alabama**

No preneed laws found.

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## **Alaska Code §45.50.471(24)**

**Coverage:** *Included* — Personal property and professional services of funeral director or embalmer

*Excluded* — Cemetery lots and markers

**Licensing:** Not specified

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** All money or property in trust, including accrued interest

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

**Az. Code §32-1391 et seq.**

**Coverage:** *Included* — Personal property or services typically sold or provided in connection with the final disposition of human remains, including caskets, alternative containers, outer burial containers, transportation containers, funeral clothing or accessories, monuments, grave markers, urns, embalming services, and similar funeral or burial items

*Excluded* — Goods and services sold by cemeteries

**Licensing:** The seller must be a licensed funeral establishment or funeral directors who have been designated by a funeral home. The seller must obtain a prearranged funeral sales endorsement to its establishment license.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** The contract must include a notice regarding trust fund, fees paid, cancellation rights, and itemization. A fixed-price contract must include specified provisions.

**Refund on Cancellation:** Remaining trust funds (law does not explicitly mention interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

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## **ARKANSAS**

### **Ark. Code §§23-40-101 et seq.**

**Coverage:** *Included* — Funeral services or funeral merchandise, including caskets, grave vaults, and all other articles or merchandise and services incidental to funeral service (including opening and closing of outer burial container)

*Excluded* — Not specified

**Licensing:** The seller must obtain a permit from the Insurance Commissioner.

**Funding Options:** Trust fund, insurance, annuity

**Required Contract Provisions:** The contract must be in writing and must set forth required merchandise and services to be provided.

**Refund on Cancellation:** If the contract is cash or trust-funded, then purchaser is entitled to a refund of not less than 100 percent of all sums paid (with further distinctions based on whether revocable or irrevocable contract). The refund for cancellation of contract (if the contract is funded by life insurance) is 100 percent of the cash surrender value, not to exceed the premium paid by the purchaser (law does not explicitly mention interest).

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: Ca. Bus. & Prof. Code §§7735 et seq.**

**CALIFORNIA**

**Coverage:** *Included* — Funeral services or personal property or merchandise (caskets, alternative containers, clothing, printed materials) associated with the final disposition of human remains

*Excluded* — Cemetery property, commodities, or services; merchandise that is delivered as soon as it is paid for

**Licensing:** The seller must be a licensed funeral establishment or an agent or employee thereof.

**Funding Options:** Trust fund

**Required Contract Provisions:** Contract must contain information about parties and terms, indicate whether contract is guaranteed, provide disclosure regarding revocation fee; disclosure regarding refundability must be in 10-point bold type.

**Refund on Cancellation:** At any time before performance, principal of the trust, together with any income accrued in the trust, less the revocation fee (not to exceed 10 percent of the principal)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

CALIFORNIA

**CALIFORNIA**

CALIFORNIA

**Burial Contracts: Ca. Bus. & Prof. Code §§9661;  
Ca. Health and Safety Code §§8777-8779.5**

**Coverage:** *Included* — Cemetery property, commodities, or services

*Excluded* — Not specified

**Licensing:** An officer of a licensed cemetery can sell preneed contracts, as can a broker or sales agent with preneed license.

**Funding Options:** Trust fund, bonds, certificates of deposit, investment certificates or shares in any state federally chartered savings and loan association, and investments in first trust deeds on improved real estate

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Colo. Rev. Stat. §§10-15-101 et seq.**

**COLORADO**

**Coverage:** *Included*— Goods normally sold for use in connection with funeral services; services related to the burial, cremation, or other final disposition of a human body; undeveloped final resting place under specified circumstances

*Excluded*— Overhead items; a developed final resting place within a designated cemetery

**Licensing:** The seller must obtain a license from the Commissioner of Insurance.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** Contract must be written in clear, understandable language; shall be printed in at least 8-point type; must specify cancellation rights, merchandise and services provided, and funding terms

**Refund on Cancellation:** 100 percent refund within ten calendar days of written cancellation (law does not explicitly mention interest and does not require that 85 percent or more of funds be placed in trust)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

# CONNECTICUT

## **Conn. Gen. Stat. §§42-200 et seq.**

**Coverage:** *Included*— Funeral, burial, or other services, or personal property or funeral merchandise in connection with any such disposition

*Excluded*— Not specified

**Licensing:** The seller must be a licensed embalmer or funeral director.

**Funding Options:** Escrow account

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** All money in escrow account, together with all accrued income, less costs actually and reasonably incurred by funeral establishment

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

**5 Del. Code §§3401 et seq.**

**Coverage:** *Included*—Funeral services, personal property, or merchandise in connection with the final disposition of a dead human body

*Excluded*—Cemetery lot, mausoleum, or memorial

**Licensing:** The seller must obtain a license from the state Bank Commissioner (except for insured institutions, which do not need a license).

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Entire amount actually paid with interest, dividends, increases, or accretions

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

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**DISTRICT OF COLUMBIA**

No preneed laws found.

# FLORIDA

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## **Fla. Stat. Ann. §§497.401 - 497.531**

**Coverage:** *Included*—Personal property or services sold in connection with the final disposition, memorialization, interment, entombment, or inurnment of human remains

*Excluded*—Not specified

**Licensing:** No business may sell a preneed contract without first obtaining a valid Certificate of Authority. In order to obtain a Certificate of Authority, a business must hold a funeral establishment or cemetery license or be registered as a direct disposal establishment. Individuals who work as preneed sales agents and who are not licensed funeral directors, must obtain a preneed sales agent's license. All preneed sales agents must be affiliated with the certificate holder they are representing.

**Funding Options:** Trust fund, proof of financial responsibility, bonding (in lieu of trust insurance policies)

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Complete refund, except for the amount allocable to any burial rights, merchandise, or services that have been used (but law does not generally require that 85 percent or more of funds be placed in trust)

**Consumer Protection Fund:** Yes. For each contract of \$1,500 or less, \$2.50; for each contract in excess of \$1,500, \$5.00 (If bond used, \$5.00 for each contract of \$1,500 or less; \$10.00 for each contract over \$1,500)

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

**Funeral Contracts: Ga. Code Ann. §§43-18-90 et seq.**

**GEORGIA**

**Coverage:** *Included*—Articles for burial normally provided by funeral directors (including clothing for burial, caskets, and subterranean crypts or vaults not affixed to real property at the time of sale); services normally performed by a funeral director (including sale of burial supplies and equipment)

*Excluded*—Services normally performed by a cemetery (including the sale of lands and interest therein and services incidental thereto, markers, monuments, equipment, or crypts constructed or to be constructed in a mausoleum or columbarium or affixed to the real property)

**Licensing:** No person may offer, sell, or negotiate a preneed contract through anyone but a licensed funeral director or funeral home.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Entire amount actually paid, together with all interest, dividends, increases, or accretions

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified





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**Burial Contracts: Ga. Code Ann. §§44-3-134(e)**

**Coverage:** *Included* — Cemetery burial rights, burial services, or burial merchandise

*Excluded* — Not specified

**Licensing:** The seller must obtain a certificate of registration.

**Funding Options:** Escrow account

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Haw. Rev. Stat. §441-1 et seq.**

**HAWAII**

**Coverage:** *Included*—Picking up, embalming, displaying of remains, furnishing of funeral services, commodities (including caskets and urns), closing, services and related commodities (including vaults, markers, and vases)

*Excluded*—Not specified

**Licensing:** Anyone who obtains a preneed license issued by the Department of Commerce and Consumer Affairs can sell preneed contracts.

**Funding Options:** Trust fund

**Required Contract Provisions:** Disclosures regarding purchase price, related costs, terms of trust, and refund provisions

**Refund on Cancellation:** In accordance with contract terms

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Other:** The seller must provide prospective purchasers with a current price list.



**IDAHO**

**Idaho Code §54-1129 et seq.**

**Coverage:** *Included*—Services and personal property normally sold by funeral establishments, cemeteries, and crematoriums (including caskets or other primary containers, burial vaults, casket vaults, grave liners, funeral clothing or accessories, monuments, grave markers, and urns); merchandise to be manufactured for future delivery and use or placed in storage

*Excluded*—Not specified

**Licensing:** The seller must be any cemeterian (public or private cemetery) or funeral establishment that obtains a certificate of authority.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** Contract written in clear, understandable language and printed or typed in easy-to-read type, font size, and style; listing the services and merchandise provided; the price and terms of contract; whether it is a guaranteed or nonguaranteed price contract, a revocable or nonrevocable trust; disposition of the interest, fees, taxes, and expenses; and cancellation rights

**Refund on Cancellation:** All payments made plus accrued interest, less reasonable administrative expenses and taxes incurred in the operation of the trust

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Preneed Funeral or Burial Contracts: Ill. Rev. Stat. ch. 225 §45 11 et seq.**

**ILLINOIS**

**Coverage:** *Included*—Funeral services, personal property, and merchandise provided in connection with the final disposition of a dead human body

*Excluded*—Not specified

**Licensing:** The seller must obtain a license; if the contract is funded by insurance or a tax-deferred annuity, then the seller must obtain an insurance license.

**Funding Options:** Trust fund, insurance, annuity

**Required Contract Provisions:** The contract must include a description of the merchandise and services; specify whether price is guaranteed; and provide disclosure in 12-point type regarding scope of contract, penalties or restrictions, relationship between seller and provider, and cancellation rights. The contract cannot contain any provision restricting a purchaser's right to select a provider.

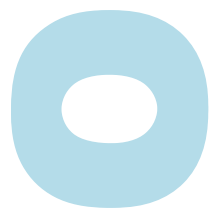
**Refund on Cancellation:** The entire amount held attributable to undelivered merchandise and unperformed services is refundable, including otherwise earned undistributed interest earned thereon or the cash sur-render value of a life insurance policy or tax-deferred annuity. If no funeral merchandise or services are provided, or if the funeral is conducted by another person, the seller may keep no more than 10 percent of the payments made under the contract or \$300, whichever sum is less.

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

**Other:** The seller must provide a government-approved consumer booklet with the contract.





**ILLINOIS**

***Preneed Cemetery Contracts: Ill. Stat. Chap. 815 §390/1 et seq.***

**Coverage:** *Included*—Cemetery merchandise (including memorials, markers, monuments, and foundations); undeveloped entombment or interment spaces or undeveloped spaces (in a lawn crypt, mausoleum, garden crypt, columbarium, or cemetery section); and services customarily performed by a cemetery or crematory personnel in connection with the interment, entombment, inurnment or cremation of a dead human body

*Excluded*—Not specified

**Licensing:** The seller must obtain a license.

**Funding Options:** Trust fund, performance bond (for sales of undeveloped spaces)

**Required Contract Provisions:** The contract must include parties and terms as well as disclosure regarding right to cancel and receive refund.

**Refund on Cancellation:** Entire amount held attributable to undelivered merchandise and unperformed services, including undistributed interest (but law does not require that 85 percent or more of funds be placed in trust)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

**Ind. Code Ann. §30-2-13-1 et seq.**

**INDIANA**

**Coverage:** *Included*—Personal property or services typically sold with final disposition of human remains (including burial containers, monuments, embalming services, funeral directing services, opening and closing fees, cremation services and items, and other burial items and services)

*Excluded*—“cash advance items:” cemetery or crematory services, pallbearers, transportation, clergy honoraria, flowers, musicians/singers, nurses, obituary notices, gratuities, death certificates, and taxes

**Licensing:** The seller must obtain a certificate of authority.

**Funding Options:** Trust fund, escrow, insurance

**Required Contract Provisions:** The contract must be written in clear, understandable language, be printed in easy-to-read type, and must specify all goods and services.

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Yes. Each seller deposits \$2.50 per contract under \$1,000 or \$5 per contract of at least \$1,000.

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

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**Funeral Services and Merchandise: Iowa Code §523A et seq.**

**Coverage:** *Included*—Personal property (including clothing, caskets, vaults, and interment receptacles) and services provided at the time of final disposition of a dead human body (including funeral services and those provided in connection with interment, entombment, or cremation of a dead human body)

*Excluded*—Real property, grave markers, tombstones, ornamental merchandise, and monuments

**Licensing:** The seller must be a funeral establishment or employee thereof, with an establishment/individual permit.

**Funding Options:** Trust fund, insurance, bond

**Required Contract Provisions:** Contract must be written in clear, understandable language and easy-to-read type, size, and style; must indicate price, whether guaranteed or nonguaranteed contract (if nonguaranteed, indicate this); disposition of income; disclosure of right to cancel; and disclosure of regulatory oversight

**Refund on Cancellation:** Refund available only in the event that seller ceases to do business and contract has not been assumed by another funeral home or cemetery that has a preneed permit.

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

**Cemetery Merchandise: Iowa Code §523E et seq.**

**IOWA**

**Coverage:** *Included*—Grave markers, tombstones, ornamental merchandise, and monuments

*Excluded*—Not specified

**Licensing:** The seller must obtain a permit; a permit is needed for each location. An individual seller must obtain an individual permit and must also be an employee or agent of establishment that has a permit.

**Funding Options:** Trust fund, insurance, bond in lieu of trust fund

**Required Contract Provisions:** Contract must be written in clear, understandable language and easy-to-read type, size, and style; must indicate price, whether guaranteed or nonguaranteed contract (if nonguaranteed, indicate fact in 12-point type required disclosure); disposition of income, disclosure of right to cancel, and disclosure (in 12-point type) of regulatory oversight

**Refund on Cancellation:** Refunds available only in the event that seller ceases to do business and contract has not been assumed by another funeral home or cemetery.

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

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## KANSAS

### **Funeral Contracts: Kansas §16-300 et seq.**

**Coverage:** *Included*—Personal property or funeral or burial merchandise (including caskets, vaults, and all other articles incidental to a funeral service)

*Excluded*—Grave lots, grave spaces, grave memorials, tombstones, crypts, niches, and mausoleums

**Licensing:** The seller must notify the Secretary of State of its intention to sell preneed contracts.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Cemetery Contracts: Kansas Code §16-320 et seq.**

**Coverage:** *Included*—Burial vaults, grave liners and boxes, urns, memorials, markers, vases, memorial vases, tombstones, lawn crypts, niches, and mausoleum spaces and all merchandise commonly used in cemeteries

*Excluded*—Caskets, grave lots, grave spaces, burial or interment rights, developed or existing lawn crypts, mausoleum spaces or niches

**Licensing:** Not specified

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** The purchaser shall receive not less than 85 percent of the funds held in trust (contract's share of applicable costs and taxes are deducted from the funds in trust).

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified



## KENTUCKY

### **Ky. Rev. Stat. Ann. §367.932 et seq.**

**Coverage:** *Included*—Funeral services and personal property furnished in connection with the final disposition of a dead human body and personal property commonly sold by or used in cemeteries (including urns, memorials, monuments, markers, vases, foundations, and memorial bases)

*Excluded*—Cemetery lots and mausoleums

**Licensing:** The seller must register with the State Attorney General and obtain an agent license.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Entire amount paid, together with all interest, dividends, increases, or accretions (but law requires that less than 85 percent of the funds be placed in trust)

**Consumer Protection Fund:** Yes. Cemetery preneed; \$5 for every contract with a gross sales price of \$500 or less, and \$10 for each contract with a gross sales price of over \$500

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: La. Rev. Stat. Ann. §37.861**

**Coverage:** *Included*—Services and merchandise (including caskets and grave vaults) incidental to a funeral or final disposition of human remains

*Excluded*—Grave vaults when sold by a cemetery authority, grave lots, grave spaces, grave markers, monuments, tombstones, niches, and mausoleums

**Licensing:** Only duly licensed funeral establishments and those licensed to sell contracts of funeral insurance with a licensed insurance company can sell preneed goods and services.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Refund allowed only if purchaser moves domicile to where delivery of products and services becomes impossible or impractical, then purchaser is refunded the principal amount of money on deposit, less the income earned thereon, which shall be paid to the seller

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

## **LOUISIANA**

### **Burial Contracts: La. Rev. Stat. §§501-511**

**Coverage:** *Included* — Burial vaults, grave liners, urns, memorials, foundations, memorial vases and similar merchandise, interment fees, and related services commonly sold or used in cemeteries

*Excluded* — Cemetery spaces or the right of use or interment in any cemetery space

**Licensing:** Any third party (no licensing or permit required)

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Not specified, except if purchaser moves domicile to where delivery of products and services becomes impossible or impractical, then purchaser is refunded the principal amount of money on deposit, less the income earned thereon, which shall be paid to the seller

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: Me. Rev. Stat. Ann. tit. 32, §§1401-2**

**Coverage:** *Included*—Services and personal property to be delivered in connection with the disposition of a person’s body after his death

*Excluded*—Cemetery lots, crypts, niches, cemetery burial privileges, and cemetery space

**Licensing:** Only licensed funeral directors can sell preneed.

**Funding Options:** Trust fund

**Required Contract Provisions:** The written contract must specify disposition of interest earned.

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified



# MAINE

## **Burial Contracts: Me. Rev. Stat. Ann. tit. 13, §§1264**

**Coverage:** *Included* — Cemetery and crematory services such as cremation fees, grave opening and closing charges and inscription of death dates; cemetery lots or plots, monuments and memorials, garden crypts, lawn crypts, mausoleum crypts, cremation urns and niches, vaults, and liners

*Excluded* — Cemetery lots or plots, monuments and memorials, garden, lawn, and mausoleum crypts, cremation urns and niches, vaults, liners, and similar tangible personal property if title to and physical possession of the specific property has passed to the buyer

**Licensing:** Not specified

**Funding Options:** Trust fund, securities, life insurance

**Required Contract Provisions:** Written contract must specify disposition of excess after goods and services have been provided; fees charged

**Refund on Cancellation:** A full refund of the principal (but law does not explicitly mention interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: Health Occup. Code §7-405**

**MARYLAND**

**Coverage:** *Included*—Services (including preservation and disposition) and merchandise (including casket, vault, or clothing) normally provided by a mortician

*Excluded*—Not specified

**Licensing:** The seller must be licensed mortician, funeral director, or holder of a surviving-spouse license.

**Funding Options:** Trust fund, insurance, other

**Required Contract Provisions:** The contract must include names of parties and beneficiaries, description of services and merchandise provided, total price, and the method of payment.

**Refund on Cancellation:** All payments and interest (but law requires that less than 85 percent of the funds be placed in trust)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

MARYLAND



## MARYLAND

# MARYLAND

### **Burial Contracts: Bus. Reg. §§5-701 to 5-712**

**Coverage:** *Included*—Burial goods and services (services in connection with burial and opening and closing of a grave)

*Excluded*—Burial space

**Licensing:** The individual seller must register with the Office of Cemetery Authority.

**Funding Options:** Trust fund, escrow account

**Required Contract Provisions:** The contract must include the names of the parties and beneficiaries, a description of services and merchandise provided, the total price, and the method of payment.

**Refund on Cancellation:** All payments and interest (but law requires that less than 85 percent of the funds be placed in trust)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Mass. Gen. Laws. Ann. c.112, §85**

**MASSACHUSETTS**

**Coverage:** *Included*—Goods and services that are customarily provided in the business of embalming and funeral directing

*Excluded*—Interment space or monuments

**Licensing:** The seller must be a licensed funeral establishment or a funeral director who is registered and licensed or registered and certified. If the contract is funded by insurance policies or annuities, the seller must be a licensed insurance agent or broker.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** The contract must describe, in clear, nontechnical language, the respective rights and obligations of each party, including rights to refund, to choose funding method, and to inspect records. A preneed funeral service contract must list prices.

**Refund on Cancellation:** Entire balance of funeral trust minus any bank charges and any taxes that accrued prior to January 29, 1988 (law does not explicitly mention interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Other:** The seller must provide the buyer with a Buyers' Guide approved by the Board of Registration in Embalming and Funeral Directing.

MASSACHUSETTS

**Funeral Contracts: Mich. Comp. Laws. Ann. §328.211 et seq.**

**Coverage:** *Included*—Services performed and merchandise offered in connection with a funeral or alternative disposition

*Excluded*—Land, crypts, or niches sold by a cemetery, cemetery burial vaults or other outside containers, markers, monuments, urns, and merchandise items used for the purpose of memorializing a decedent

**Licensing:** Preneed sellers can be third parties, but they must be registered.

**Funding Options:** Escrow account

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** If nonguaranteed price contract and no commission has been charged, at least 90 percent of the remaining balance of principal and income in the escrow account; if commission of 5 percent or less of the contract price has been charged, at least 95 percent of the remaining principal and income in the escrow account; if commission of more than 5 percent of the contract price has been charged, 100 percent of the remaining principal and income in the escrow account

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

Private Right of Action: Not specified

**Cemetery Contracts: Mich. Comp. Laws Ann. §456.521 et seq.**

**Coverage:** *Included*—All services offered to the public, including grave opening, closing, and foundation installation; and all merchandise sold to the public by a cemetery, including vaults, concrete boxes, monuments, memorials, and foundations

*Excluded*—Not specified

**Licensing:** Not specified

**Funding Options:** Merchandise trust account

**Required Contract Provisions:** The contract must contain a complete description of the cemetery merchandise purchased and services to be rendered.

**Refund on Cancellation:** Money deposited in account (law does not explicitly mention interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**MICHIGAN**



**MINNESOTA**

MINNESOTA

**Private Right of Action:** Not specified  
**Minn. Stat. Ann. §149A.97**

**Coverage:** *Included*—Any services which may be used in connection with disposition of dead human bodies; goods sold for use in connection with funeral services

*Excluded*—Not specified

**Licensing:** The seller must be a licensed funeral director or mortician.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Funds held in trust, including principal and accrued interest, to the extent the trust is revocable

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Miss. Code Ann. §§75-63-1 to 75-3-23**

**MISSISSIPPI**

**Coverage:** *Included*—Services and personal property (including burial vaults, urns, memorials, scrolls, vases, foundations, and bases) related to a funeral service or the burial of the dead

*Excluded*—Property or services included within the coverage of insurance policies or contracts

**Licensing:** Not specified

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** All sums, including interest, paid if cancellation is due to purchaser because the services are to be provided at a location of more than 50 miles from where the contract was executed; amount of money on deposit, plus interest, if cancellation is due to seller

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Mo. Ann. Stat. §436.005 et seq.**

**Coverage:** *Included*—Personal property incidental to a funeral or burial service (such as caskets, grave vaults, receptacles, grave lots, grave space, grave markers, monuments, tombstones, crypts, niches, or mausoleums) if these items are sold by a companion agreement sold in contemplation of trade/barter for grave vaults or funeral or burial services and funeral merchandise or at prices, in excess of prevailing prices, in contemplation of offsetting reductions in the costs of funeral or burial services or facilities needed in the future

*Excluded*—Not specified

**Licensing:** The seller must be a Missouri resident, registered, and licensed as a funeral establishment. A license is not necessary if the seller owns a cemetery in Missouri and a preneed contract is only for grave vaults.

**Funding Options:** Trust fund, joint account, insurance

**Required Contract Provisions:** Written contract that identifies parties, terms of the trust

**Refund on Cancellation:** Net amount equal to all payments made into trust under the contract (law does not explicitly mention interest and does not require that 85 percent or more of funds be placed in trust)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Mont. Code Ann. §§72-37-101 to 104**

**Coverage:** *Included*—Professional services of a funeral director, embalmer, cemetery firm, or mausoleum-columbarium corporation and personal property

*Excluded*—Not specified

**Licensing:** Not specified

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** All monies, including accrued interest, are refunded upon cancellation.

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**MONTANA**

**MONTANA**



## NEBRASKA

### **Neb. Rev. Stat §§12-1102 to -1121**

**Coverage:** *Included*—Services, real or personal property to be used in connection with a funeral or interment, entombment, or inurnment

*Excluded*—A lot or grave space or a crypt or niche located in a mausoleum, columbarium, or lawn crypt on which construction has been substantially completed

**Licensing:** The seller and agent must obtain a license from Director of Insurance.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Amount in trust minus reasonable charges, made by trustee, caused by cancellation (law does not explicitly mention interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: Nev. Rev. Stat 689.150-.375**

**NEVADA**

**Coverage:** *Included*—Services (including cremations and crematory services), supplies and equipment for burial

*Excluded*—Services performed or sold by cemetery; interests in land, markers, memorials, monuments, or merchandise and equipment related to the cemetery; or the sale of crypts, niches constructed or to be constructed in a mausoleum or columbarium or otherwise on the property of a cemetery

**Licensing:** The seller must have valid certificate of authority.

**Funding Options:** Trust fund

**Required Contract Provisions:** Description of services and property, price, and sales commission; a disclosure in 14-point type regarding rights of buyer to return contract and receive full refund; and large-type disclosure that “This is not an insurance contract”

**Refund on Cancellation:** Net purchase price of the preneed contract (law does not explicitly include interest and does not require that 85 percent or more of the funds be placed in trust)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**NEVADA**

**NEVADA**

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**Burial Preneed: Nev. Rev. Stat 689.450-.595**

**Coverage:** *Included*—Any personal property, equipment, merchandise, or supplies used in connection with interment, entombment, or inurnment

*Excluded*—The sale of space for interment, entombment or inurnment

**Licensing:** The seller must be cemetery authority, or person on its behalf, and must obtain a seller's permit.

**Funding Options:** Trust account

**Required Contract Provisions:** Description of services and property, price, and sales commission; a disclosure in 14-point type regarding rights of buyer to return contract and receive full refund; and large-type disclosure that "This is not an insurance contract."

**Refund on Cancellation:** All monies in account to buyer or to qualified seller assuming contractual liability (law does not explicitly include interest and does not require that 85 percent or more of the funds be placed in trust).

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**N.H. Rev. Stat. Ann. §§325:45 to 325:50**

**Coverage:** *Included*—Services and merchandise connected to the final disposition of a human body

*Excluded*—Not specified

**Licensing:** Only businesses and individuals engaged in performing funeral services can sell preneed.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Funds may be withdrawn if contract was revocable (law does not explicitly include interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**N.J. Stat. Ann. §45:7-82 to 45:7-94**

**Coverage:** *Included*—Funeral and burial plans made through mortuary (including goods and services); personal property sold in connection with a funeral (including caskets or other primary containers, cremation or transportation containers, outer burial containers, vaults, memorials, funeral clothing or accessories, monuments, cremation, urns)

*Excluded*—Sale of interment spaces and related personal property offered or sold by a cemetery company and the sale of services incidental to the provision of interment spaces or any related personal services offered or sold by a cemetery company

**Licensing:** The seller must be a licensed funeral director or mortician working within a registered mortuary; if the contract is funded by funeral trust or insurance policy, then the seller must be a licensed insurance producer.

**Funding Options:** Trust fund, newly issued insurance policies or assigned existing insurance policies.

**Required Contract Provisions:** The contract must include information on how the contract is funded, indicate whether contract is revocable, and list goods and services provided.

**Refund on Cancellation:** Any and all monies paid under the agreement, together with interest, if contract revocable. For Medicaid applicants and recipients accounts set up irrevocably.

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**N.M. Stat. Ann. §§59A-49-1 to -8**

**NEW MEXICO**

**Coverage:** *Included*—Personal property, use of facilities, or any services customarily furnished with funeral or other disposition of human bodies after death

*Excluded*—The present sale of land for burial space; the sale of a lot, grave, crypt, niche, or vault

**Licensing:** The seller must obtain a license but cannot work in, or own any interest in, any business which sells or furnishes any of the property, facilities, or services customarily furnished in connection with funerals, burials, or other services attending the disposition of human bodies after death, but may be licensed or otherwise authorized to sell life insurance specifically designed to fund funeral plans.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Money paid, together with accrued interest, less cost incurred in the operation of such trust

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**NEW  
MEXICO**

# NEW YORK

## **NY Gen. Bus. §453; Pub. Health §§3428, 3442**

**Coverage:** *Included*—Services and merchandise

*Excluded*—Lots or graves sold by a cemetery

**Licensing:** The seller must be a registered funeral firm (or agent thereof).

**Funding Options:** Trust fund

**Required Contract Provisions:** A written agreement must identify parties and their obligations, and disclose monies paid.

**Refund on Cancellation:** Monies paid, with interest

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: N.C. Gen. Stat. §§90-210.60 to -210.73**

**NORTH  
CAROLINA**

**Coverage:** *Included*—Funeral services, personal property, and merchandise connected with the disposition of a dead human body

*Excluded*—Cemetery lot, crypt, niche, or mausoleum

**Licensing:** Only funeral establishments with a valid establishment permit may obtain a preneed funeral establishment license; an employee or agent of such establishments is eligible for a preneed sales license.

**Funding Options:** Trust-funded funeral contract, prearrangement insurance policy

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Entire amount held by financial institution (law does not explicitly include interest)

**Consumer Protection Fund:** Yes; funded by \$2 per contract

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**NORTH  
CAROLINA**



***Burial Contracts: N.C. Gen Stat. §58-65***

**Coverage:** *Included* — Cemetery merchandise or services such as grave spaces, mausoleum crypts, niches, memorials, and vaults

*Excluded* — Not specified

**Licensing:** The seller must obtain a license from the Cemetery Commission.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: N.D. Cent. Code §43-10.1-01 to -08**

**NORTH  
DAKOTA**

**Coverage:** *Included*—Services and property to be used in funeral services or burials other than professional service or personal property to be used in funeral services; services, supplies, and equipment normally performed or provided by a licensed embalmer, funeral establishment, or cemetery association (including any inside interment receptacles or containers into which dead human remains may be directly placed, caskets, crypt beds, catafalques)

*Excluded*—Any outside interment receptacles into which any receptacle or container will be placed, grave lots, spaces, and markers, monuments, tombstones, crypts, niches, and mausoleums unless these items are sold by a companion agreement or in contemplation of a trade or barter; which includes the sale or rental of certain merchandise incident to a funeral service

**Licensing:** The seller must be a licensed funeral establishment, a cemetery association, or an agent or employee thereof.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** Funds paid (law does not explicitly include interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**NORTH  
DAKOTA**




**OHIO**

**Funeral Contracts: Ohio Rev. Code. Ann. §1111.19, §1717**

**Coverage:** *Included*—Services, goods to be used in connection with the funeral or final disposition of a dead human body (including caskets)

*Excluded*—Preneed burial vault contract, contract or other agreement for the sale of a burial lot, burial or interment right, entombment right, or columbarium right (with or without endowment care fund) or any agreement for the sale of cemetery interment rights made by a person licensed as a limited real estate broker or limited real estate salesman



**Licensing:** A third party with a license or permit can sell preneed goods. The seller of a contract that includes funeral services must be a licensed funeral director.

**Funding Options:** Trust fund

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** If not irrevocable contract, payments made plus income earned up to the time of cancellation, less fees, distributions, and expenses; if guaranteed price contract, 90 percent of the principal paid, not less than 80 percent of any interest earned up to the time of cancellation, and not less than 80 percent of any income earned on the funds, less any fees, distributions, and expenses; all remaining funds go to the seller



**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Ohio Burial Contracts: Ohio Rev. Code. Ann. §1721.211**

**Coverage:** *Included*—Outer burial containers, monuments, markers, urns, and other types of merchandise customarily sold by cemeteries; and opening and closing services

*Excluded*—Preneed funeral contracts, and any contracts pertaining to the sale of any burial lot, burial, interment, entombment, or columbarium right with an endowment care fund

**Licensing:** Unlike preneed funeral contracts, any third party can sell preneed cemetery contracts even if they include cemetery services.

**Funding Options:** Trust fund

**Required Contract Provisions:** The contract must be in writing and disclose if the contract is irrevocable.

**Refund on Cancellation:** Full refund if canceled within 7 days of contracting; after 7 days, 60 percent of the principal, not less than 80 percent of the interest paid, and not less than 80 percent of income earned

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified



**Funeral Contracts: Ok. Stat. Ann. tit. 36, §§6121 to 6136**

**Coverage:** *Included*—Products and services normally provided by funeral establishments, including burial supplies and equipment

*Excluded*—Sale by cemetery of lands or interests therein; services incidental thereto; markers, memorials, monuments, equipment, crypts, niches, or outer enclosures

**Licensing:** The seller must obtain a permit from the State Insurance Commissioner.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** Not specified when funded by trust fund; contracts funded by insurance must include basic information (parties and terms of agreement)

**Refund on Cancellation:** Net value of the contract (funds remaining after portion of interest allowed to purchaser and administrative fees and taxes)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Burial Contracts: Ok. Stat. Ann. tit. 8 §§301 to 316**

**OKLAHOMA**

**Coverage:** *Included*—Markers, memorials, vases, monuments, equipment, crypts, niches, and outer enclosures

*Excluded*—Sale of lands as grave lots or spaces, burial or interment rights, and delivered or installed crypts, niches, or outer enclosures

**Licensing:** The seller must obtain a permit from the State Bank Commissioner.

**Funding Options:** Trust fund or surety bond in lieu of trust

**Required Contract Provisions:** Not specified when funded by trust fund; contracts funded by insurance must include basic information (parties and terms of agreement)

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** No, but the purchaser, heirs, or a legal representative shall be entitled to recover triple the amount paid to the seller with interest thereon at a rate of 6 percent a year under any contract that violates the law (i.e., seller had no permit)

OKLAHOMA

**OREGON**

**N**

**Or. Rev. Stat. §§128.400 to .440**

**Coverage:** *Included*—All services and personal property provided in conjunction with a funeral, interment, entombment or cremation, or the sale, installation, or erection of a memorial, marker, monument or foundation

*Excluded*—Rights of interment or entombment in a cemetery section, lawn-crypt section, mausoleum, or columbarium that is in existence at the time of initial payment on the contract; contracts involving endowed cemeteries

**O**

**Licensing:** Any person who receives a Certificate of Registration from the Secretary of State may sell preneed contracts.

**Funding Options:** Trust fund

**G**

**Required Contract Provisions:** The contract must be written in plain language, specify whether contract is guaranteed, and specify what services and property are provided.

**Refund on Cancellation:** Full refund including undistributed earnings attributable to such amount, but excluding any amount paid for merchandise already delivered (which amount shall be retained by the certified person who sold contract as liquidated damages)

**E**

**Consumer Protection Fund:** Yes. The seller pays \$5 per contract.

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**R**

**O**

**Pa. Stat. Ann. Title 63 §§480.1 to .11; Pa. Admin. Code title 49 §§ 13.204, .224 to .226**

**Coverage:** *Included*—Personal services or property used in connection with the interment of a deceased human being

*Excluded*—Cemetery lots or graves sold by a funeral director, cemetery, or any other entity

**Licensing:** Only funeral directors can sell preneed contracts that include services as well as goods. Cemeterians can sell only goods.

**Funding Options:** Merchandise trust fund, escrow account

**Required Contract Provisions:** The contract must contain names of parties and terms of agreement.

**Refund on Cancellation:** Principal less interest

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

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**Puerto Rico**

No preneed laws found.



**RHODE ISLAND R.I. Gen. Laws §§5-33.1 - to -10**

**Coverage:** *Included*—Funeral and burial services, personal property, and merchandise furnished in connection with final disposition

*Excluded*—Not specified

**Licensing:** The seller must be a licensed funeral director or embalmer, or officer of funeral establishment incorporated prior to 1/1/69.

**Funding Options:** Escrow account

**Required Contract Provisions:** Not specified

**Refund on Cancellation:** If purchaser cancels, then all funds in account (together with all accrued income) less any origination fee and any costs actually and reasonably incurred by funeral establishment, which shall not exceed an amount equal to 2.5 percent of the funds at time of cancellation, or \$200, whichever is greater

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Yes

**Private Right of Action:** Not specified

**S.C. Code. Ann §§32-7-10 to -130**

**Coverage:** *Included*—Services, personal property, and merchandise connected with the final disposition of a dead human body

*Excluded*—Cemetery lot, crypt, niche, mausoleum, grave marker, or monument

**Licensing:** Only licensed funeral directors, directly employed by a licensed funeral home, can sell preneed funeral contracts.

**Funding Options:** Trust fund

**Required Contract Provisions:** Contracts must be in writing and contain the license numbers of the provider and the seller.

**Refund on Cancellation:** If purchaser cancels, entire amount paid together with all interest, dividends, increases, or accretions earned, less 10 percent of the earnings in the portion of the final year before termination

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**S.D. Codified Law §§55-11-1 to -15**

**Coverage:** *Included*—Professional services and personal property associated with the disposition, storage, preparation, and burial of a deceased person’s body

*Excluded*—Not specified

**Licensing:** The seller must be a licensed funeral establishment or cemetery (or agent thereof) and must register annually with the State Board of Funeral Services; any natural person who is a licensed funeral service practitioner or is owner or employee of licensed funeral establishment is exempt from registration requirement. Cemeteries in operation prior to 7/1/86 are exempt from law.

**Funding Options:** Trust fund

**Required Contract Provisions:** Written contract must include disclosure, printed in 12-point type, regarding placement of trust funds; a disclosure when the contract is not for a guaranteed price; and a notice of cancellation

**Refund on Cancellation:** Refund only if guaranteed price contract (100 percent of all money paid plus 100 percent of accrued interest unless a greater amount is specified in the contract)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**TN Code Ann. §§62-5-401 to -409**

**TENNESSEE**

**Coverage:** *Included*—Funeral and burial services, and personal property and merchandise furnished in connection with the final disposition of a dead human body

*Excluded*—Cemetery lots or permanent grave markers

**Licensing:** The seller must obtain a certificate of registration.

**Funding Options:** Trust fund

**Required Contract Provisions:** Contract shall indicate if revocable, include bold-type disclosure regarding nature of contract and information regarding purchaser’s liabilities and costs, right to inspect records, and information about parties.

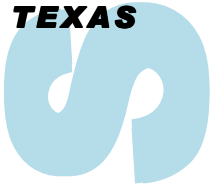
**Refund on Cancellation:** All payments made and any earnings or interest thereon, if trust is revocable

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Yes. Any interested party (including purchaser) may bring an action to enjoin violation of preneed law. In civil action, if prevailing party proves fraud, then entitled to treble damages together with attorneys’ fees, costs, and interest.





**Tx. Stat. Ann. Finance Code, Tit. 3, Subtit., Chap. 154.**

**Coverage:** *Included*—Funeral or cemetery services and merchandise including a casket and grave vault

*Excluded*—Grave lot, space, or marker, monument, tombstone, crypt, niche, or mausoleum unless it is sold in contemplation of trade for a service or merchandise covered by law

**Licensing:** Anyone who sells prepaid funeral benefits or solicits preneed contracts must obtain a permit.

**Funding Options:** Trust fund, life or group insurance

**Required Contract Provisions:** State regulations establish detailed disclosure requirements.

**Refund on Cancellation:** If purchaser of a trust-funded prepaid funeral benefits contract, then money paid less the amount permitted to be retained under law is refunded; if purchaser cancels contract on the solicitation of the seller, then all money paid and all earnings attributable to that money; and if purchaser of an insurance-funded prepaid funeral benefits contract, then the cash surrender value of the policy, if he cancels the contract during the first year of the contract when the payments under the contract are current

**Consumer Protection Fund:** Yes. The seller pays not more than \$1 per unmaturing prepaid funeral benefits contract sold during each calendar year.

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Utah Code Ann. §§58-58-1 to -15**

**Coverage:** *Included*—Any services, goods, merchandise and real property typically provided in connection with the final disposition of a dead human body

*Excluded*—A policy or product of life insurance providing a death benefit cash payment upon the death of a beneficiary, which is not limited to providing the products or services

**Licensing:** The seller must obtain license as a preneed funeral arrangement provider or preneed funeral arrangement sales agent. Sales agents must be associated with a preneed funeral arrangement provider.

**Funding Options:** Trust fund, insurance, annuity

**Required Contract Provisions:** Written contract, preapproved, written in clear and understandable language, printed in an easy-to-read size and type, bearing preprinted information about provider and license number; if guaranteed price contract, then must be identified as such

**Refund on Cancellation:** The amount of payments made into the trust and any other amount which has been paid. If buyer defaults under a guaranteed contract, provider may retain a revocation fee from the trust principal, not to exceed 25 percent of the amount received from the sale of the contract and trust earnings thereupon, provided the revocation fee is clearly identified in the contract

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified



**Vt. Stat. Ann. §§1271 to 1275**

**Coverage:** *Included*—Services and merchandise sold by a funeral director.

*Excluded*—Not specified

**Licensing:** The seller must be a funeral director.

**Funding Options:** Escrow account, insurance policy

**Required Contract Provisions:** Written contract must include disclosure regarding revocability, itemization of services and merchandise covered, terms of payment, and refund provisions

**Refund on Cancellation:** Balance of the escrow account (after paying funeral provider money and transaction fee provided in the contract) (no mention is made of interest)

**Consumer Protection Fund:** Yes. The funeral establishment pays \$6 per funeral, burial, or disposition.

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

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**Virgin Islands**

No preneed laws found.

**Funeral Contracts: Va. Code Ann. §§54.1-2820 to -2825**

**VIRGINIA**

**Coverage:** *Included*—Services, merchandise sold in connection with a funeral or alternative disposition (items include caskets, combination units, and catafalques)

*Excluded*—Cemetery sales, land, crypts, or niches sold by a cemetery; cemetery burial vaults or other outside containers, markers, monuments, urns, and merchandise used at a place of interment or entombment of a casket, catafalque, or vault, or at a place of inurnment, which are sold by a cemetery

**Licensing:** The seller must be licensed for funeral service.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** Written contract, printed in a clear and easy-to-read type style and in a size no smaller than 10 points; must include names of parties, complete description of supplies or services purchased; must indicate whether contract was guaranteed; must list penalties and restrictions

**Refund on Cancellation:** All consideration paid or delivered plus any interest or income accrued on it; if funded by source other than insurance or annuity policy, all consideration paid or delivered on nonguaranteed items, at least 90 percent of all consideration paid for guaranteed items and all interest or income accrued on them

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

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# VIRGINIA

## **Burial Contracts: Va. Code Ann. §§54.1-2310 to -2342 (effective July 1, 2000)**

**Coverage:** *Included*—Services, property including burial vaults, mausoleum, garden, and lawn crypts, memorials, and marker bases

*Excluded*—Graves or incidental additions such as dates, scrolls, or other supplementary matter representing not more than 10 percent of the total contract price

**Licensing:** The seller must be licensed by the State Cemetery Board.

**Funding Options:** Trust account

**Required Contract Provisions:** Written contract, printed in a clear and easy-to-read type style and in a size no smaller than 10 points; must include names of parties, complete description of supplies or services purchased; must list whether contract was guaranteed; must list penalties and restrictions

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Yes. If after written request, the seller fails to perform its contractual duties, then the purchaser, executor, or administrator of the estate, or heirs or assigns shall be entitled to maintain a proper legal or equitable action in any court of competent jurisdiction.

**Funeral Contracts: Wash. Rev. Code §§18.39.240 to .370**

**WASHINGTON**

**Coverage:** *Included*—Services and merchandise normally provided by funeral establishments, including sale of burial supplies and equipment

*Excluded*—Sale by a cemetery of lands, services incidental thereto, markers, memorials, monuments, equipment, crypts, niches, or vaults

**Licensing:** The seller must be a licensed funeral establishment with a certificate of registration in order to sell prearrangement funeral service contracts.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** Insurance-funded contracts must include information regarding the parties, refundability of amounts paid, and liability of funds to cover costs of long-term care services paid for by the state. Trust-funded contracts must include details regarding the trust, whether the contract is revocable, and must disclose rights upon cancellation.

**Refund on Cancellation:** In the case of cancellation by purchaser or beneficiary within thirty days of signing, all funds placed in trust plus net accruals are subject to refund. In the case of cancellation by purchaser or beneficiary after thirty days of signing, up to 10 percent of the contract may be retained by the seller.

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**WASHINGTON**

**WASHINGTON**

**Burial Contracts: Wash. Rev. Code §§ 68.46.010 to .900**

**Coverage:** *Included*—Services normally performed by cemetery authorities, including the sale of monuments, markers, memorials, nameplates, liners, vaults, boxes, urns, vases, and interment services

*Excluded*—Not specified

**Licensing:** A cemetery authority with a valid prearrangement sales license

**Funding Options:** Trust fund

**Required Contract Provisions:** The contract must contain information about the trust fund and must disclose what items will be delivered before need.

**Refund on Cancellation:** 50 percent of the monies received less the contractual price of any merchandise delivered or services performed before the termination, plus interest earned

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Funeral Contracts: W. Va. Code Ann. §§47-14-1 to -14**

**WEST VIRGINIA**

**Coverage:** *Included*—Services usually performed by a licensed funeral establishment and merchandise connected to burial, entombment in a mausoleum, or inurnment in a columbarium

*Excluded*—Services performed by cemetery and sale of cemetery lots, land, and sale of markers, memorials, monuments, equipment, crypts, urns, burial vaults, or vaults constructed or to be constructed in a mausoleum or columbarium

**Licensing:** Any third party or its agent or employee can sell preneed contracts with a certificate of authority from the Office of the Attorney General.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** Written contract must contain statements required by Truth-in-Lending Act and Regulation and notice of cancellation required by Cooling-Off Period for Door-to-Door Sales Rule or the home solicitation sales provisions of W. Va. Code; any provisions of the Preservation of Consumers' Claims and Defenses Rule; rights to a refund under a revocable contract; statements describing any limitations or duties, terms of payment, and late charges

**Refund on Cancellation:** All funds placed in trust account and paid on the contract (law does not explicitly include interest)

**Consumer Protection Fund:** Yes. The buyer pays \$20 per contract to the seller, who forwards the monies to the fund. Forty percent of this fund is placed in Preneed Guarantee Fund.

**UDAP Violation:** Not specified

**Private Right of Action:** Yes

**WEST VIRGINIA**

**Burial Contracts: W. Va. Code Ann. §§35-5B-1 -18**

**Coverage:** *Included* — Goods or services including burial vaults, mausoleum and lawn crypts, memorials, marker bases, and openings and closings

*Excluded* — Graves or incidental additions such as date scrolls or other supplementary matter representing not more than ten percent of the total contract price.

**Licensing:** Any party that has registered with the State may sell preneed contracts.

**Funding Options:** Trust fund

**Required Contract Provisions:** The contract must be written in clear language in easy-to-read type; it must identify the parties and contain a complete description of the property, goods, or services, and the price.

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP:** Not specified

**Private Right of Action:** Yes. The purchaser or related party can maintain a proper legal or equitable action against the seller.

**Funeral Contracts: Wisc. Stat. Ann. §445.125**

**WISCONSIN**

**Coverage:** *Included*—Personal property (including caskets and other burial containers) and services typically provided in connection with the final disposition of human remains

*Excluded*—Personal property and services purchased by funeral director from a third party; cemetery or crematory services, pallbearers, public transportation, clergy honoraria, flowers, musicians, or vocalists, nurses, obituary notices, gratuities, and death certificates

**Licensing:** The seller must be a licensed funeral director, operator of a funeral establishment, or an agent of either; the agent can be a licensed insurance intermediary who meets all of the requirements established by the examining board.

**Funding Options:** Trust fund, insurance

**Required Contract Provisions:** If insurance-funded, the contract must contain disclosures regarding the type of agreement, policy, impact on life insurance policy, relationship between seller and insurer; list of merchandise and services provided; and whether contract is for a guaranteed price.

**Refund on Cancellation:** Except for that portion of the contract that is made irrevocable, a buyer may revoke the contract and receive 100 percent of all funds paid, plus accrued interest.

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

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Private Right of Action: Not specified

**Burial Contracts: *Wisc. Stat. Ann §440.92***

**Coverage:** *Included*—Goods associated with burial, including monuments, markers, nameplates, vases and urns, and any associated services provided by a cemetery authority

*Excluded*—Caskets and other burial containers

**Licensing:** The seller, either individual or cemetery authority, must be registered.

**Funding Options:** Trust account

**Required Contract Provisions:** Written contract must include a disclosure, in 10-point bold type, all-capitals type regarding rights of purchaser, including right to void contract and receive a refund

**Refund on Cancellation:** Not specified

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

**Wyo. Stat. §§ 26-32-101 to -201**

**WYOMING**

**Coverage:** *Included*—A final resting place, personal property, or services of any nature provided in connection with final disposition of a human body

*Excluded*—Life insurance policies regulated by other state laws; existing cemetery lot, plot, or grave space, niche, or crypt

**Licensing:** The seller or agent must obtain a license.

**Funding Options:** Trust fund

**Required Contract Provisions:** The contract must contain name of parties, goods and services provided, and specifically indicate that it is “not insurance.”

**Refund on Cancellation:** Depository funds (law does not explicitly include interest)

**Consumer Protection Fund:** Not specified

**UDAP Violation:** Not specified

**Private Right of Action:** Not specified

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# **State Summary Law Chart**

**(Includes the District of Columbia,  
Puerto Rico, and the Virgin Islands)**

## **BACKGROUND TO THE CHART**

This chart summarizes key provisions of state preneed funeral and burial laws and provides a comparative overview of the state statutes and specific provisions.

Information in this chart is based on an extensive analysis of each state's preneed funeral and burial laws, as well as consultations with staff of appropriate state agencies. The chart includes selected consumer protection provisions from preneed laws only and does not include provisions from other state statutes that may apply to preneed contracts.

This chart is designed as a quick reference guide. To fully understand the scope and depth of a state law, it is necessary to examine the entire statute.

## **ANNOTATED GUIDE TO COLUMN HEADINGS**

Each of the eight columns of the chart containing key provisions is divided into two subcolumns ("F" indicates funeral preneed; "B" indicates burial preneed). If there is a single, undivided box under the column heading (both "F" and "B") that is shaded, a single state law addresses both funeral and burial preneed contracts. If there are two separate boxes (one under each subcolumn), then the state has separate laws that cover funeral and/or burial preneed contracts. Shading of only the box under the "F" subcolumn, for example, indicates that the state has only a preneed funeral law, whereas shading of both subcolumns indicates that two statutes apply, one for funeral contracts and one for burial preneed contracts.

## **Coverage**

A "G" under **Coverage** indicates that the preneed law covers goods; an "S" indicates that the state preneed law covers services.

Background: All state preneed laws, whether explicitly or implicitly, by definition exclude goods and services delivered at or very close to the time of contracting (at need [i.e., death] goods and services, for example). Also, except where otherwise indicated, all laws exclude cemetery lots, plots, and grave spaces from preneed contracts. Beyond these similarities, there are as many variations in the scope of coverage of preneed laws as there are states.

## **Preneed Licensing**

A shaded box under **Licensing** indicates that the state statute requires a permit, license, or registration for either preneed funeral contracts, preneed burial contracts, or both. Numbers indicate who can be licensed to sell preneed contracts: "1" indicates that only licensed funeral directors, cemeterians, or their agents or employees are allowed to sell preneed; "2" indicates that only licensed funeral directors, cemeterians, or their agents or employees who have obtained an additional permit or other approval are allowed to sell preneed contracts; and "3" indicates that third parties with a special license or permit are allowed to sell preneed contracts. If a box is not shaded, then there is no licensing/registration requirement for anyone selling preneed contracts.

## **Funding Options**

Under **Funding Options**, "1" indicates preneed contracts are funded through trust funds; "2" indicates that preneed contracts can be funded through an insurance policy; "3" indicates that escrow accounts can be the funding mechanism; and "4" indicates that some other funding mechanism is allowed.

Background: Most states require that preneed contracts be funded with a trust fund; other states also allow these contracts to be funded by insurance policies or escrow accounts. These funding options do not include private arrangements established by the consumer, such as pay-on-death accounts or other bank accounts, nor do they include the consumer's purchase of life insurance unrelated to a preneed contract.

A shaded box under **Required Contract Provisions** indicates that the state law includes more than minimal requirements (e.g., contract must be in writing and must include information about the parties and the terms of the agreement) for preneed contracts; contains provisions specifying the format of the contract; or requires that certain disclosures be included. If a state law allows a preneed contract to be funded by a number of vehicles, the contract provisions included under this column are only those that apply to contracts funded by trust funds, not those provisions required for contracts funded by insurance policies.

**Required  
Contract  
Provisions**

Background: All preneed contracts must be in writing. Some state requirements regarding the content of preneed contracts are minimal (the contract must include only information about the parties and the items covered, for example), while other state requirements are very specific — contracts must be written in easy-to-read type and easy-to-understand language. These requirements may also include specific disclosures about the preneed buyer's right to cancel the contract and receive a refund.

If the box under **Full Refund upon Cancellation** is shaded, then the state law specifically (1) requires that at least 85 percent of the funds must be placed in trust, **and** (2) provides that the buyer, when he or she cancels the preneed contract, can receive a **full refund** which explicitly includes any accrued interest. In order for the buyer to qualify for a refund, the preneed contract must also be revocable and the buyer must follow all of the prescribed procedures for obtaining a refund, and the right to a refund must not be otherwise limited. If the box is not shaded, then the state law does not require that at least 85 percent of the funds be placed in trust or that a refund explicitly include any interest that has accrued.

**Refund upon  
Cancellation**

A shaded box under **Consumer Protection Fund** indicates that the state law establishes a fund to guarantee that buyers are repaid at least some of the monies spent on a preneed contract when a seller is unable to perform or pay.

**Consumer  
Protection  
Fund**

Background: Eight states have consumer protection funds, also known as guaranty or recovery funds, for preneed contract buyers. A fee is charged to the seller for each contract sold, and the monies collected are placed in a fund to be used to pay buyers in the event that a seller has gone bankrupt or is otherwise unable to perform on the contract or refund the monies paid.

## **UDAP Violation**

A shaded box under **UDAP Violation** indicates that the state law makes a violation of the preneed law a violation of the state's Unfair and Deceptive Acts and Practices (UDAP) law.

Background: Every state has a UDAP law, which bans a wide range of commercial activities deemed to violate consumers' rights. Only six states — indicated by a shaded box under this heading — provide that a violation of the preneed law is a violation of the UDAP law, thereby making available to the buyer the additional remedies provided under the UDAP law.

## **Private Right of Action**

A shaded box under **Private Right of Action** indicates that the state law grants to the buyer a right to sue the seller directly.

Background: A private right of action guarantees individual consumers or groups of consumers who have been injured by preneed sellers a method of recovery that allows them to sue under the law for damages and enjoin illegal practices. If a private right of action is not provided for in a state's law, then only the state can prosecute violation of the law. Only a few states provide a private right of action in the preneed area.

**PRENEED FUNERAL AND BURIAL CONTRACTS**

	Coverage		Licensing		Funding Options		Required Contract Provisions	
	F	B	F	B	F	B	F	B
Alabama								
Alaska	GS				1			
Arizona	GS		2		1,2			
Arkansas	GS		2		1,2,4			
California	GS	GS	1	2	1	1,4		
Colorado	GS		3		1,2			
Connecticut	GS		1		3			
Delaware	G <sup>3</sup> S		3		1			
District of Columbia								
Florida	GS		3		1,4			
Georgia	GS	GS	2	3	1	3		
Hawaii	GS		3		1			
Idaho	GS		2		1,2			
Illinois	GS	GS	3	3	1,2,4	1,4		
Indiana	GS		3		1,2,3			
Iowa	GS	G	3	3	1,2,4	1,2,4		
Kansas	G	G	3		1	1		
Kentucky	GS		3		1,2			
Louisiana	G <sup>4</sup> S	GS	1		1	1		
Maine	GS	GS			1,2,4	1,2,4		
Maryland	GS	GS	1	3	1,2,4	1,3		
Massachusetts	GS		1		1,2			
Michigan	GS	GS	3		3	4		
Minnesota	GS		1		1			
Mississippi	GS				1			
Missouri	G		3		1,2,4			
Montana	GS				1			
Nebraska	GS		3		1			
Nevada	GS	GS	3	1	1	1		
New Hampshire	GS		1 <sup>9</sup>		1			
New Jersey	GS		1		1,2			
New Mexico	GS		3 <sup>9</sup>		1			
New York	GS		1		1			
North Carolina	GS	GS	2	2	1,2	1,2		
North Dakota	GS		1		1			
Ohio <sup>1</sup>	GS	GS	1 <sup>10</sup>	3 <sup>11</sup>	1			
Oklahoma	GS	G	3 <sup>12</sup>	3	1,2	1,4		
Oregon	GS		3		1			
Pennsylvania	GS		1 <sup>13</sup>		1,3			
Puerto Rico								
Rhode Island	GS		1 <sup>14</sup>		3			
South Carolina	G <sup>5</sup> S		1		1			
South Dakota	GS		2		1			
Tennessee	G <sup>6</sup> S		3		1			
Texas	G <sup>7</sup> S		3		1,2			
Utah	GS		3		1,2,4			
Vermont	GS		1		2,3			
Virgin Islands								
Virginia <sup>2</sup>	GS	GS	1	1	1,2	1		
Washington	GS	GS	2	2	1,2	1		
West Virginia	GS	GS	3	3	1,2	1		
Wisconsin	GS	GS	1	1	1,2	1		
Wyoming	G <sup>8</sup> S		3		1			

**Licensing**

- 1 = Only licensed funeral directors, cemeterians, or their agents or employees can sell preneed.
- 2 = Licensed funeral directors, cemeterians, or their agents or employees must obtain additional permit or other approval to sell preneed.
- 3 = Any third party can sell preneed with a special license or permit.

**Funding Options**

- 1 = State requires that the preneed contract be funded through a trust fund.
- 2 = Contract can be funded with an insurance policy.
- 3 = Funding method is an escrow account.
- 4 = Some other funding method is allowed.

**PRENEED FUNERAL AND BURIAL CONTRACTS**

	Full Refund upon Cancellation		Consumer Protection Fund		UDAP Violation		Private Right of Action		Notes
	F	B	F	B	F	B	F	B	
Alabama									<sup>1</sup> Ohio's law governing preneed burial contracts effective October 20, 1999 <sup>2</sup> Virginia's law governing preneed burial contracts effective July 1, 2000 <sup>3</sup> Excluded are mausoleums and memorials. <sup>4</sup> Funeral goods exclude grave vaults when sold by a cemetery authority, grave markers, monuments, tombstones, niches, and mausoleums. <sup>5</sup> A licensed funeral director may sell vaults preneed. <sup>6</sup> Excluded are permanent grave markers. <sup>7</sup> Excluded are markers, monuments, tombstones, crypts, niches, and mausoleums, unless sold in contemplation of trade for a service or merchandise covered by law. <sup>8</sup> Included in preneed contracts are final resting places. <sup>9</sup> Only businesses and individuals engaged in performing funeral services can sell preneed contracts. <sup>10</sup> While anyone can sell funeral goods on a preneed basis, only licensed funeral directors may sell preneed services. <sup>11</sup> Funeral directors do not hold a special permit. <sup>12</sup> Unlike preneed funeral contracts, any third party can sell preneed cemetery contracts even if they include cemetery services. <sup>13</sup> Only funeral directors can sell preneed contracts that include services as well as goods. Cemeterians can sell only goods. <sup>14</sup> Preneed seller must be a licensed funeral director or embalmer. <sup>15</sup> California law allows for the assessment of a revocation fee. <sup>16</sup> Idaho law designates a 100% trusting requirement for funds for all services and merchandise, except for markers, monuments, and secondary containers. <sup>17</sup> Full refund policy exists if services are provided at a location of more than 50 miles from where the contract was executed. <sup>18</sup> Texas law allows a full refund (with interest) only when the contract is cancelled on the solicitation of the seller. <sup>19</sup> While this is technically not a PROA, under Oklahoma law a purchaser is entitled to recover triple the amount paid to the seller with 6% interest under any contract that violates the law (i.e., the seller had no permit).
Alaska									
Arizona									
Arkansas									
California	Note 15								
Colorado									
Connecticut									
Delaware									
District of Columbia									
Florida									
Georgia									
Hawaii									
Idaho	Note 16								
Illinois									
Indiana									
Iowa									
Kansas									
Kentucky									
Louisiana									
Maine									
Maryland									
Massachusetts									
Michigan									
Minnesota									
Mississippi	Note 17								
Missouri									
Montana									
Nebraska									
Nevada									
New Hampshire									
New Jersey									
New Mexico									
New York									
North Carolina									
North Dakota									
Ohio									
Oklahoma								Note 19	
Oregon									
Pennsylvania									
Puerto Rico									
Rhode Island									
South Carolina									
South Dakota									
Tennessee									
Texas	Note 18								
Utah									
Vermont									
Virgin Islands									
Virginia									
Washington									
West Virginia									
Wisconsin									
Wyoming									







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