Pre-need funeral arrangements can be made for you or for those you love. This is a way to ensure that your final wishes are carried out according to your specifications. It can also provide peace of mind for your family and loved ones.

There are many advantages to making pre-need arrangements. One of the most significant is control. You can choose the type of funeral or memorial service that best reflects your wishes. This can include the choice of a burial or cremation, funeral home, cemetery, or other arrangements.

Another advantage is cost savings. Pre-arranging your funeral or memorial service can help you save money. In many cases, pre-arranging your funeral can help you avoid unexpected costs, such as the cost of a last-minute burial or cremation.

When making pre-need arrangements, it is important to consider your own preferences and needs. You may want to discuss your options with a funeral director or other professional. They can help you understand your options and make informed decisions.

It is also important to keep your family informed about your plans. You may want to share your preferences with them so that they can carry out your wishes if something happens to you when you are not able to make decisions for yourself.

In conclusion, making pre-need arrangements can be a valuable way to ensure that your final wishes are carried out according to your specifications. It can also provide peace of mind for your family and loved ones. It is important to consider your own preferences and needs, and to keep your family informed about your plans.
What happens to the money I have paid in advance?

The seller must be able to deliver the funeral arrangements for which you have prepaid, no matter how much time elapses before these are needed.

Florida law requires that the seller secure a sufficient amount of the money you pay in advance to guarantee the fulfillment of your contract. This can be done in different ways: for example, by placing some or all of the money in trust; or by purchasing insurance that secures the money needed to fulfill the contract. Your contract specifies how the money will be secured. Be sure you understand these provisions, and ask questions about anything that you don’t understand.

What happens if I change my mind?

Under Florida law, you have a 30-day grace period after you have signed a preneed contract to cancel the contract for any reason, or for no reason at all, and get all the money you have paid back.

After the 30 days, the seller is required to refund only according to the terms of the preneed contract, which may amount to less money than you have paid.

What happens if I don’t pay in full at the time of purchase?

Many funeral homes and cemeteries offer installment plans for preneed contracts. Some sellers may impose finance charges or, in the case of insurance funding, there may be an additional cost to purchase the insurance if the preneed contract is paid over time. Your contract will specify how payments are applied to the cost of the services and merchandise you have purchased. Be sure you understand the terms and conditions of your contract.

How much money will be refunded if I must cancel the contract?

If you are buying your preneed contract on an installment plan, how much money you have paid at the time of cancellation is a critical determinant of how much money you may receive in refund. Otherwise, refund terms are specified in your preneed contract, and will vary from seller to seller. Some contracts are 100-percent refundable, while others may refund only a portion of what you have paid. For example, some sellers consider the purchase of merchandise final and offer no refund amount. If you cancel your contract, the seller may choose to deliver the merchandise purchased rather than refund the purchase price. Caskets, burial vaults and grave markers are examples of merchandise that can be delivered if you cancel your contract. You should ask, specifically, “If I have to cancel this contract for a legitimate reason, how much of the money I paid will I get back?”

What if I must default on a prepayment contract?

Default terms are specified in your preneed contract and may vary from seller to seller. “Default” means that you, the buyer, do not fulfill the terms of the contract. Should this occur, the seller may be entitled to “liquidated damages” and keep all money paid for merchandise, and the merchandise being purchased. The purchaser is generally in default if they are 30 days past due in making payments. The seller must provide the purchaser with 30 days written notice of its intent to exercise any of its rights pertaining to default.

Technically, canceling any installment contract constitutes a default. However, when the cancellation is due to circumstances other than inability to fulfill the contract terms - such as moving away from the area - some sellers are willing to negotiate a partial refund or to make other arrangements for the buyer to fulfill the contract terms. Should this circumstance occur, you should discuss your options with the seller.

Any further advice?

First - and by far most important - read your preneed contract carefully, and be sure you understand all its terms and conditions before you sign it. Ask questions about anything that you do not understand. If you are not satisfied with the answers, don’t sign the contract.

Second, keep in mind that prices and contract terms vary from seller to seller, including refund amounts if you should have to cancel. Become an informed and assertive buyer. This will empower you to comparison shop for only the services and merchandise you want, under a contract that you understand serves your own best interests.

Third, you can seek help. Even after you have purchased a preneed contract for funeral arrangements, if you have any problems, or are worried about anything that you don’t understand, contact the seller for additional clarification. If you are still concerned, call the Division of Funeral, Cemetery and Consumer Services hotline at 1-800-323-2627 to ask for additional information or assistance, or go to our Web site at www.MyFloridaCFO.com.