

**DISCLOSURE REGARDING INSTALLATION OF VAULTS OR OUTER BURIAL CONTAINERS PRIOR TO NEED**

You are receiving this disclosure notice because your preneed contract includes the purchase and installation of a burial vault or outer burial container, and it is the practice of the preneed provider, with whom you are contracting, to install burial vaults or outer burial containers at some defined point in time, but prior to need (burial). Alabama Preneed Regulation 482-3-003 requires preneed providers, who engage in this practice, to use a preneed contract which grants the purchaser the sole option to have a contracted-for vault installed before need or at need. The options must be conspicuously-displayed in the preneed contract and include a signature line for your signature, separate from the contract signature, to denote verification that you were provided with the options and you made a selection. **You are not required to agree to installation before need. You may request that the vault be installed at need (at the time of burial). YOU SHOULD BE PROVIDED THIS FORM AND A SIGNED COPY BEFORE YOU ARE ASKED TO SIGN YOUR PRENEED CONTRACT AND YOU SHOULD READ THIS BEFORE SIGNING THE CONTRACT.**

**In making your decision about vault installation, you should know:**

1. The provider’s Preneed Sales Agent is required to fully explain your options for installation of the contracted for vault or other outer burial container, including answering any questions you might have to your satisfaction.
2. Your preneed contract must clearly distinguish between the cost of installing the vault before need, and the cost of reopening the vault, placing the casket, and closing, sealing, and covering the vault at need. The disclosed fee for installing the vault, must be described in your contract using the term “vault installation fee,” “burial (or grave) space excavation fee,” or other words which reasonably describe the services being performed. The term “interment,” may not be used in this context.
3. Your preneed contract must specify a time period within which the vault/outer burial container will be installed before need, if you choose to have it installed before need.
4. Your preneed contract must disclose the cost of installing the vault/outer burial container and this cost may not exceed 50% of the combined costs of installation plus the costs associated with reopening the vault, placing the casket, and closing, sealing, and covering the vault at need.
5. Your preneed contract should state that the preneed provider is responsible for cleaning the interior of the vault before placing the casket and for any damage to the vault during installation, the reopening process or closing process. It should further provide that, if damaged, the provider shall repair, or if the circumstances dictate, provide and install a new vault/outer burial container of comparable quality, at no additional cost to you.
6. Once installed, the vault/outer burial container may become a part of the real estate (the grave space) where it is installed, so you may not be able to have it removed later.
7. If the vault/outer burial container is installed before need, your ability to cancel or transfer your preneed contract may be affected. You may not be entitled to a refund of the vault cost or the cost of installation. Your preneed contract must disclose how installation before need will affect your other rights under the contract.
8. Your preneed contract must disclose that it is the provider’s practice to install vaults/outer burial containers before need. The contract provision must provide you with both the option to have the vault/outer burial container installed prior to need and the option to have it installed at need. The provision must also include a signature line to denote your selection of an option. You must sign in this provision acknowledging your choice. This signature is separate from your signature for the preneed contract as a whole.
9. Unless your preneed contract is fully funded by life insurance or the provider has posted a surety bond or letter of credit, Alabama law requires the preneed provider to deposit certain portions of your payments towards your preneed contract’s purchase price, into a merchandise and services trust account. If your contract is trust-funded, and if you agree to have your vault installed before need, you should know that the amounts paid for the vault and its installation may not be placed in trust (or if placed in trust, may be withdrawn once the vault has been installed). However, 60% of the amount paid for reopening the vault at need, placing the casket, and closing and covering the vault must be placed in a merchandise and services trust account.

**IN ALABAMA, PRENEED SALES OF FUNERAL AND CEMETERY MERCHANDISE AND SERVICES ARE REGULATED BY LAW THROUGH THE ALABAMA DEPARTMENT OF INSURANCE. YOU MAY CONTACT THE DEPARTMENT AT (334) 240-4420.**

Preneed contract buyer(s):

Preneed Sales Agent

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Date:\_\_\_\_\_