Figure: 7 TAC §25.3(h)

Changes to a Contract at the Death of the Contract Beneficiary.

To use this form: You must reproduce the narrative of this form exactly as written. The captions in this form are in Times 12pt and the narrative paragraphs are in Times 10pt fonts.

Changes to Disposition at the Time of Death

<u>If You are the Purchaser and the Contract Beneficiary</u>, You are the only person who can change the method of Your disposition selected in this contract. A disposition change can only be made by You signing a written document with new instructions **AFTER** the date of this contract.

<u>If You are the Purchaser but NOT the Contract Beneficiary</u>, You can change the method of disposition unless the Contract Beneficiary has signed written instructions regarding his/her disposition.

Changes to the Guaranteed Services and Merchandise at the Time of Death

Related to contracts not fully funded: If payments are due at the time of death, this contract **is not** fully funded and the final funeral service could be different from the funeral You planned.

Related to fully funded contracts: If no further payments are due at the time of death on the Guaranteed Services and Merchandise, this contract is fully funded. However, the Responsible Person may decide to change Your selections up to 10% of the Guaranteed Services and Merchandise. The Provider must give a credit if the changes result in decreased costs, but is not required to refund any money.

In addition, the Responsible Person and the Provider can agree to changes in excess of 10% of the Guaranteed Services and Merchandise selected. If the Responsible Person and the Provider agree to make changes in excess of 10%, the Provider must give credit for any changes that decrease costs and if applicable, issue a refund to Your estate. The Responsible Person must pay the Provider for any changes that result in increased costs.

You can prevent all changes to the Guaranteed Services and Merchandise that You have selected under a fully funded contract by signing the box below.

I am the Purchaser and the Contract Beneficiary. I <u>do not</u> want the Responsible Person to make any changes to the <u>Guaranteed</u> <u>Services and Merchandise</u> selected on page 1 of my fully funded contract.

Sign here to confirm this is your choice.