



Diploma in Funeral Arranging and Administration

Module 5	Unit 14	Understanding Client Liability, Entitlement and Consumer Regulations within the Funeral Service.
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Purpose and Aim of the Unit:	The purpose of the unit is to develop learners' understanding of the significance of a valid will and a pre-paid funeral plan. Additionally, the unit aims to develop knowledge of client liability for payment of funeral expenses, any available financial assistance and the implications of current consumer regulations.
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This unit has 6 learning outcomes.

LEARNING OUTCOMES	
The learner will:	
1	Understand the implication of an available, valid Last Will and Testament.
2	Know where to search for a Last Will and Testament.
3	Understand the purpose and use of pre-paid funeral plans.
4	Understand current consumer contracts regulations June 2014 and current liabilities.
5	Know the potential financial assistance available to meet funeral expenses.
6	Know client liability and options for meeting funeral costs.



Introduction

The majority of the material in this unit looks at the situation in England as the position regarding the formation a contract along with payments for a funeral from the Social Fund are the same throughout the UK.

However, there are differences regarding applying for probate and administration of the estate in Scotland and these are indicated towards the end of the unit.

The law does not recognise any property in a dead body. Although there can normally be no proprietary right in a corpse, the personal representatives of a deceased probably have a right both to possession and custody of a body prior to its disposal.



Primary Responsibility

The primary responsibility for the disposal of a deceased person falls upon the personal representatives who are accordingly entitled to recover from the deceased's estate funeral expenses reasonably and properly incurred.



A personal representative should arrange the disposal of the deceased in a manner reasonably suitable to the circumstances of the deceased, and to the estate. Necessary funeral expenses are allowed as such a charge against the deceased's estate previous to all other debts and charges with the possible exception of certain income tax claims.

In the case of an estate which is subsequently found to be insolvent, the funeral expenses along, with other testamentary and administrative expenses, have priority over other claims against the estate. Statute provides that expenses properly incurred in, or in connection with, the cremation of a deceased person shall be deemed to be part of the funeral expenses of the deceased.

Funeral Expenses

The term 'funeral expenses' used to be construed by the Inland Revenue as excluding the cost of a tombstone or gravestone, however, in 1987 they published a Statement of Practice SP 7/87 which expanded the interpretation of the term 'reasonable funeral expenses' to include the cost of a tombstone or gravestone, accordingly the cost of a gravestone may now be deducted from the value of an estate for inheritance tax purposes.



Learning Outcome 1 Understand the implication of an available, valid Last Will and Testament.

Learning Outcome 2 Know where to search for a Last Will and Testament.

THE IMPORTANCE OF A WILL AND HOW TO SEARCH FOR A WILL IF ONE IS NOT PRESENT



A large amount of people over 55 years old have a Will. A Will is a private document and in the majority of cases its location is unknown by the next of kin. Usually the original copy of the Will is stored at the office of the legal professional who drafted it with their Client and can be registered with Certainty National Will Register.

A Will is a vitally important document in respect of a funeral as it may contain funeral wishes for example whether it is to be burial or cremation, or other specific wishes.

A Will also identifies the beneficiaries of the estate and therefore immediately identifies who should be settling the funeral expenses, thus reducing the chances of debt issues.

You or the person arranging the funeral can search for a Will using Certainty.co.uk who operates the National Will Register. The search is low cost and checks for registered as well as unregistered Wills through the national system. The search is inexpensive and quick to perform.

Certainty.co.uk has been set up to ensure that a person's Will is not overlooked, lost or untraced following his or her death, and secondly to ensure, as far as possible, a Will is administered in accordance with the testators wishes.

Indeed since 1988 solicitors specialising in Wills & Probate have been calling for a National Will Register. The Certainty Will register, Certainty.co.uk is now fulfilling this need. Thousands of solicitors all over the UK use certainty.co.uk daily, millions of Wills are being registered, and the



public use Certainty every day and night of the week to search for missing Wills and also register their own.

Checklist

Questions



Does the person arranging the funeral hold the deceased's Will? Y/N

If No, have you explained the importance of the Will (i.e. that it may contain funeral wishes) and offered to carry out a Certainty Will search on their behalf?

If Yes, is it an old Will? Would the person like to conduct a search to try and ascertain if a newer Will exists?

Action

- A. There was no Will found so the Funeral Director carries out the Will search on the client's behalf.
- B. There was no Will found so the person arranging the funeral carries out the Will search.
- C. There was an old Will found therefore a Will Search is conducted to check no later Will exists.

SETTLEMENT OF THE ESTATE

Since a copy of the official Certificate of Death is required in many of the dealings in relation to the estate of the deceased, the informant attending at the office of the Registrar should be advised to obtain additional copies of the entry for those purposes. If a solicitor is dealing with the estate, however, only one copy is required as photocopies subsequently made by and, certified by, a solicitor suffices.



Learning Outcome 3

Understand the purpose and use of pre-paid funeral plans.

TAKING CARE OF THE FUTURE: THE PRE ARRANGEMENT OF FUNERALS

Prearranging a funeral is simply a method chosen by some people to assist surviving relatives or Executors after their death has occurred; by doing so, major decisions involved in arranging a funeral can be made in an atmosphere less charged with emotion than when death takes place.

<http://www.perfectchoicefunerals.com/Funeral-plans/index.aspx>



Who prearranges funerals?

Pre-arrangements are not for everyone, many people feeling that if there is a reasonable assurance that their general wishes will be carried out by their relatives then they need not be too pedantic in writing their wishes down. Generally there are six groups of people who may want to consider prearranging their funeral:

- There are those people who have no one capable or willing to make funeral arrangements at the time of their death. For them preplanning is a practical method of bringing their affairs to an orderly conclusion.
- Some people only have one person to rely on for funeral arrangements, such as a spouse. With the possibility of emotional stress on the survivor, or the chance of both dying at the same time, say in a car accident, a discussion with a Funeral Director regarding the arrangements may be preferable.
- There are those with definite wishes concerning aspects of their funeral and the disposal of



their remains. They want to be sure that their wishes are known so that they can be incorporated into the funeral. Their wishes may include the selection of Funeral Director, Minister, an order of service or ceremony to include certain hymns, readings or music, going on to specify the place of burial or cremation and the subsequent disposal of cremated remains.

- The largest group who consider pre-arrangement are those who simply want to offer some helpful guidelines to their survivors regarding their wishes. They are aware that at the time of death their family may well be under considerable emotional stress, and feel that their own preferences as to funeral arrangements will be of assistance to those who will be responsible for making those arrangements.
- Thrifty people who would rather they provided for the cost of the funeral than die leaving the burden of cost to be borne by their spouse, children or other relatives.
- Those wishing to ensure they have a decent funeral. Some people feel that the beneficiaries of their estate will cut costs on the provision of a funeral so that more is left in the estate for their ultimate benefit.



How do people prearrange?

Once a person has decided to make arrangements for their funeral, the normal approach appears to be to make an appointment with the chosen Funeral Director, either at their home or at the funeral home, to discuss their thoughts. Once the detail of the arrangements has been agreed, the Funeral Director will put them in writing for the client to check. Once checked, a final draft should then be prepared. Some people prefer to make provision by post, in which case the bereaved will have to make more decisions when the death occurs.

The client will receive, at least, one copy from the Funeral Director and, if a prepayment plan is



being used, the Prepaid Scheme Managers holding the prepayment, such as Perfect Assurance Funeral Trust, will each retain a copy in their records. The Funeral Director should advise the client to give a copy to their next of kin and, if a will has been prepared, with the executor(s) of the will, however, it is best not to include funeral arrangements solely in the will as sometimes a will is not opened or discovered until after the funeral has taken place.

Before the final draft is agreed with the client may wish to involve others in the arrangements such as a minister or friend. As there can be a danger of over-planning, the Funeral Director may need to point out that plans should allow for the wishes of close family members so as to give the survivors the opportunity to meet their own emotional and psychological needs at the time of death.

NB. Funeral instructions left in a will need not be observed since the responsibility for the arrangement rests with the executor or personal representative.



THE FINANCIAL SIDE OF PRE-ARRANGEMENT

Although it is not altogether necessary, prepayment of funeral costs can be made at any time. Prepayment provides a hedge against inflation', for no matter how many years elapse before the time of need, the monies deposited along with accumulated interest go towards the final settlement of the prearranged funeral, the funds being placed in Trust.

Prepayment of a funeral has many advantages over providing for the cost of a funeral by insurance:

- (i) Once paid for there are no additional costs when death occurs, unless the relatives alter the specification for the funeral.
- (ii) Insurance policies have often been found to pay out insufficient money to cover the complete cost of the funeral when the need arose.



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- (iii) When the financial circumstances of the insured alter drastically they sometimes have to stop paying premiums. In the early years of a policy the insured will lose nearly all the money paid to the insurance company. With a prepaid funeral all the money paid by the client would be refunded except for the administration charge, usually called the registration or membership fee.
- (iv) If defaulting on instalment payments the client would have the options of:
- (a) withdrawing the money paid as in (iii) above,
- Or
- (b) leaving the money paid to the Trust in the Client's Fund and then paying the balance of the cost of the funeral at the time of the funeral. The balance would be the difference between the cost of the funeral, current at the time of the funeral, and the money in the Client's Fund.
- (v) Funeral insurance paid over a long period of years may cost more than the purchase of a funeral plan.

Preplanning a funeral is generally on the understanding that circumstances will remain relatively stable during a person's lifetime. If circumstances change, such as the client moving to a new neighbourhood considerably distant from the original location, it is usually possible to arrange with the Prepaid Scheme Managers to change the nominated Funeral Director from one serving the original location to one serving the new neighbourhood. Similarly, should the Funeral Director's business be terminated, the plan can be transferred to another Funeral Director. In these circumstances, the client is able to retain the benefit of prepayment instead of losing that benefit as would happen if the payment was withdrawn from the Client's Fund.

There are a number of national, regional and local prepaid schemes that provide a service to Funeral Directors. Benefits for a Funeral Director using one of these schemes might be:

- Saving the cost of setting up a scheme of one's own.
- The difficulties involved in administering one's own scheme.
- Acquiring a ready-made list of future clients.



- Assistance with promotional literature and other marketing tools.

The disadvantages for a Funeral Director using one of these schemes might be:

- Funerals could be conducted at a price set by the organisers of the scheme, which might be much less than the normal price to a private client.
- Being tied to one or two schemes.
- Being tied to Codes of Practice with different rules and disciplinary procedures.
- Subsidising and promoting a potential or actual competitor.

Since January 2002, the law requires that all plan providers must either put the clients' money into a trust fund or an insurance policy, or be authorised by the Financial Services Authority (FSA). Members of the public should be advised to check whether their intended plan provider is a member of the Funeral Planning Authority for Pre-Paid Funeral Plans (FPA), the industry's professional body, which sets standards for its registered providers.

For its own Members, NAFD offers through NAFD Services Ltd., "The Perfect Choice" Perfect Assurance Funeral Trust (PAFT) prepaid funeral plans. This scheme enables members to gain most of the benefits of a national scheme without having to sacrifice any of their independence and income. PAFT is a founder member of the Funeral Planning Authority for Prepaid Funeral Plans. The FPA has the added advantage of NAFD Members of having rules, bylaws and a Code of Practice which are not in conflict with those of the NAFD.



Learning Outcome 4

Understand current consumer contracts regulations and current liabilities.

Consumer Contracts Regulations June 2014

Consumer Contracts Regulations

With effect from 13 June 2014 the Consumer Contracts Regulations, which implement the Consumer Rights Directive in UK law – (with which you must comply on behalf your employer) - came into effect. They have replaced the Distance Selling Regulations and Doorstep Selling Regulations. The Regulations apply to items bought online, at a distance, or away from your premises, ie in the consumer's (client's) home or place of work.

These Regulations apply to contracts concluded on, or after, 13 June 2014. On this date, the Distance Selling Regulations 2000 and off-premises (doorstep) regulations 2008 were revoked.

They also make it an obligation for funeral service representatives to give consumers (clients) certain information.

Please note that the most important change is the period in which the consumer (client) is protected, which has been **extended from 7 to 14 days**. It is, therefore, even more important that, when making funeral arrangements away from your premises in the consumer's (client's) home or place of work, funeral firms incorporate these new regulations in their terms and conditions.

Funeral arrangers / funeral directors should also continue to advise the consumer (client) of their rights and have the appropriate documentation in place - as per the requirement of the NAFD Code of Practice. Should you not do this, you will have no protection against a client defaulting on payment for services you have already provided prior to cancellation.

The following guidance applies:-



Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

NOTES

- 1) The 14-day period commences from “conclusion” of the contract, ie when the estimate is signed.

ON-PREMISES CONTRACTS

Information Requirements

- For contracts over £42.
- Before the consumer is bound by a contract made on-premises, **the information contained in Schedule 1 must be given, or made available, to the consumer in a clear and comprehensive manner.**
- Any change to the information made before entering into the contract, or later, is not effective unless *expressly agreed* between the consumer and the trader.

OFF-PREMISES CONTRACTS

Requirements

- 1) Before the consumer is bound by an off-premises contract the trader must:-
 - (a) **give the consumer the information listed in Schedule 2;**
 - (b) **if a right to cancel exists, give the consumer a cancellation form as set out in Part B of Schedule 3.**

The information and cancellation form must be given on paper or, if the consumer agrees, on another durable medium and must be legible.
- 2) **The information relating to cancellation, referred to in paragraphs (l), (m) and (n), may be provided by means of the model instructions set out in Part A of Schedule 3.**
- 3) The trader must give the consumer either:-
 - (a) a copy of the signed contract;
 - (b) confirmation of the contract – the confirmation must include all the information referred to in Schedule 2 unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the off-premises contract.



The copy or confirmation must be provided on paper or, if the consumer agrees, on another durable medium. The copy or confirmation must be provided within a reasonable time after the conclusion of the contract but, in any event (a) not later than the time of delivery of any goods supplied under the contract and (b) before performance begins of any service supplied under the contract.

DISTANCE CONTRACTS

A 'distance' contract is defined as: *A contract concluded between a trader and a consumer under an organized distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.*

General Requirements

- 1) Before the consumer is bound by a distance contract the trader:-
 - a) must give, or make available to the consumer, the information listed in Schedule 2 in a clear and comprehensible manner and in a way appropriate to the means of distance communication used, AND
 - b) if a right to cancel exists must give, or make available to the consumer, a cancellation form as set out in Part B of Schedule 3.
- 2) Insofar as the information is provided on a durable medium it must be legible.
- 3) The cancellation information referred to in paragraphs (l), (m) and (n) of Schedule 2 may be provided by means of the model instructions on cancellation set out in Part A of Schedule 3.

Requirements for distance contracts entered into by electronic means

- 1) If the contract places the consumer under an obligation to pay, the trader must make the consumer aware in a clear and prominent manner, and directly before the consumer places the order, of the information contained in paragraphs (a), (f), (g), (h), (s) and (t) of Schedule 2.
- 2) The trader must ensure that the consumer, when placing the order, explicitly acknowledges that the order implies an obligation to pay.
- 3) If placing an order entails activating a button or similar function, the trader must ensure that the button or similar function is labeled in an easily legible manner only with the words "order with obligation to pay" or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader.
- 4) If the explicit acknowledgement or "order with obligation to pay" requirement as above is not complied with then the consumer is not bound by the contract or order.



- 5) The trader must ensure that any trading website through which the contract is concluded indicates clearly and legibly - at the latest at the beginning of the ordering process - whether any delivery restrictions apply and which means of payment are accepted.

Telephone calls to conclude a distance contract

If the trader makes a telephone call to the consumer with a view to concluding a distance contract the trader must, at the beginning of the conversation with the consumer, disclose the following:-

- (a) The trader's identity;
- (b) Where applicable, the identity of the person on whose behalf the trader makes the call, AND
- (c) The commercial purpose of the call.

Confirmation of distance contracts

- 1) The trader must give the consumer confirmation of the contract on a durable medium.
- 2) The confirmation must include all the information contained in Schedule 2 unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract. The confirmation must be provided within a reasonable time after the conclusion of the contract but, in any event, (a) not later than the time of the delivery of any goods supplied under the contract AND (b) before performance begins of any service supplied under the contract.

ADDITIONAL PAYMENTS

There is no express consent if consent is inferred from the consumer not changing a default option (such as a pre-ricked box on a website), ie the consumer does not have to pay for the default charge.

HELPLINE CHARGES OVER THE BASIC RATE

Where a trader operates a telephone line for the purpose of consumers contacting the trader by telephone in relation to contracts entered into with a trader, a consumer contacting the trader must not be bound to pay more than the basic rate. Anything above this basic rate should be returned to the consumer.



Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

Schedule 1 – information relating to on-premises contracts

Information for Funeral Directors

The information referred to in regulation 9 (1) is:-

- a) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- b) the identity of the trader (such as the trader's trading name), the geographical address at which the trader is established and the trader's telephone number;
- c) the total price of the goods or services inclusive of taxes or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated;
- d) where applicable, all additional delivery charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- e) where applicable, the arrangements for payment, delivery, performance and the time by which the trader undertakes to deliver the goods or to perform the service;
- f) where applicable, the trader's complaint handling policy;
- g) in the case of a sales contract a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract;
- h) where applicable, the existence and the conditions of after-sales service and commercial guarantees;
- i) the duration of the contract, where applicable or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- j) where applicable the functionality, including applicable technical protection measures, of digital content;
- k) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of.



Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

Schedule 2 – information relating distance and off-premises contracts

Information for Funeral Directors

The information referred to in regulations 10 (1) and 13 (1) is, subject to the note at the end of the Schedule:-

- l) the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- m) the identity of the trader, such as the trader's trading name;
- n) the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and email address, to enable the consumer to contact the trader quickly and communicate efficiently;
- o) where the trader is acting on behalf of another trader, the geographical address and identity of that other trader;
- p) if different to the address provided in accordance with paragraph ©, the geographical address of the place of business of the trader and, where the trader acts on behalf of another trader the geographical address of the place of business of that other trader, where the consumer can address any complaints;
- q) the total price of the goods or services inclusive of taxes or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated;
- r) where applicable, all additional delivery charges or any other costs, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- s) in the case of a contract of indeterminate duration or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs;
- t) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
- u) the arrangements for payment, delivery, performance and the time by which the trader undertakes to deliver the goods or to perform the services
- v) where applicable, the trader's complaint handling policy;



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- w) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with regulations 27 to 38;
 - x) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods by their nature cannot normally be returned by post, the cost of returning the goods;
 - y) that, if the consumer exercises the right to cancel after having made a request in accordance with regulation 36 (1), the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36 (4);
 - z) where, under regulations 28, 36 or 37, there is no right to cancel or the right to cancel may be lost, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel;
 - aa) in the case of a sales contract, a reminder that the trade is under a legal duty to supply goods that are in conformity with the contract;
 - bb) where applicable, the existence and the conditions of after-sale customer assistance, after-sales services and commercial guarantees;
 - cc) the existence of relevant codes of conduct, as defined in regulation 5 (3) (b) of the Consumer Protection from Unfair Trading regulations 2008, and how copies of them can be obtained, where applicable;
 - dd) the duration of the contract, where applicable or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
 - ee) where applicable, the minimum duration of the consumer's obligations under the contract;
 - ff) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
 - gg) where applicable, the functionality, including applicable technical protection measures, of digital content;
 - hh) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;
 - ii) where applicable, the possibility of having recourse to an out-of court complaint and redress mechanism to which the trader is subject, and the methods of having access to it.

Note 1: In the cases of points (l), (m) and (n), it is an offence if this information is not provided. (Offences only apply to off-premises contracts.)



SCHEDULE 3 – CLIENT TEMPLATES

SUGGESTED SALES CONTRACT – OFF PREMISES – OVER £42

Duplicate copies of the template produced by your employer should be available for each funeral arrangement – one copy should be retained by the funeral arranger / funeral director, the other copy should be retained by the client.

Each copy must be signed by the client and dated. A copy should then be retained with your estimate and left with the client, the other copy must be retained by the funeral arranger / funeral director and filed with the arrangement form.

The aim of the information is to advise the client of their rights within the 14 day period, to agree commencement of work and to advise of rights of cancellation.

IF YOU FAIL TO EXPLAIN THE AIMS OF THE CONSUMER CONTRACT REGULATIONS AND DO NOT ACQUIRE A SIGNATURE FROM THE CLIENT FOR COMMENCEMENT OF WORK ETC YOU ARE BREAKING THE LAW.

Example template

Customer / Client details

Trader details

Contract details

Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

Important Information for Customers

YOUR RIGHTS

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us – our contact details are given above.

If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 0845 404 0506 or www.adviceguide.org.uk

CANCELLATION – YOUR RIGHTS

You have a right to cancel this contract and further information is given below.



YOUR RIGHT TO CANCEL

You have a right to cancel this contract without giving any reason within 14 days of entering into this contract with us. However, if the service of this contract has been fully performed, ie completed, this contract cannot be cancelled.

In order to exercise your right to cancel, you must inform us of your decision by a clear statement (ie a telephone call, letter sent by post, fax or email). You may use the attached cancellation form, but you do not have to, but you are advised to obtain proof that you have informed us.

To meet the cancellation deadline, you should let us know that you wish to cancel before the cancellation period has expired. If you want to put this in writing, this can be sent to us at the above address or by email.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse you all that you have paid us, subject to certain possible deductions set out below. To do this, we will need a specific request from you because of the cancellation period. This will mean that you will still have a right to cancel, but:-

- you will have to pay our costs for the work that we have done up to the point when you inform us of your decision to cancel.

We will make the reimbursement without undue delay and not later than 14 days after the cancellation notice has been received.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

PART B - CANCELLATION NOTICE

Complete and detach this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT.

To: _____



(Funeral Director/Arranger to insert name, address and email address of business to which the notice must be given)

I hereby give notice that I wish to cancel the contract for the funeral of _____ with the above named business.

Signed (client): _____ Date: _____

Print Name: _____

PART C - REQUEST TO START WORK

To: _____

(Funeral Director/Arranger to insert name, address and email address of business to which the notice must be given)

I hereby ask you to start work on our contract on a date that we have already agreed.

I understand that I have a right to cancel this contract, as described above, within the cancellation period which ends 14 days after the date on which this form is signed. I also understand that, following cancellation, I may have to pay certain costs or have some reduction of our reimbursement, as above.

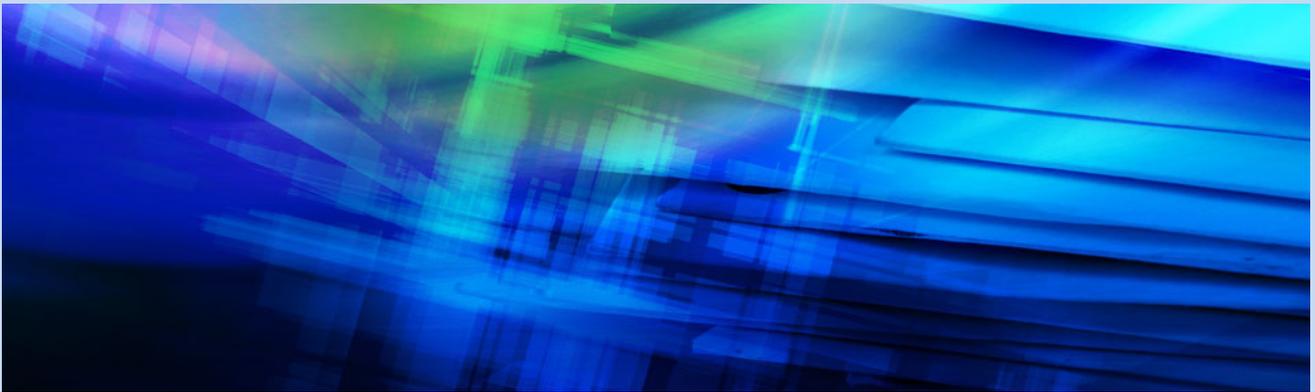
Signed (client): _____ Date: _____

Print Name: _____



Learning Outcome 5

Know the potential financial assistance available to meet funeral expenses



HELP WITH THE PAYMENT OF A FUNERAL ACCOUNT:

As mentioned above, payment of the funeral account is one of the first claims upon the estate of the deceased, however, if there are insufficient funds in the estate then payment rests with the person who made the funeral arrangements, i.e. the Client and their immediate family.

From time to time Clients indicate to the Funeral Director that there are financial constraints that will affect the payment of the funeral account. It is often possible to make adjustments so that the estimate is kept within the limits set by the client. However, situations arise from time to time when this is impossible and the client needs some form of financial assistance.

ASSISTANCE MAY BE AVAILABLE FROM ONE OF THE FOLLOWING SOURCES



A. DEPARTMENT FOR WORK AND PENSIONS:

A person can apply to the above department for assistance with funeral payments provided:

- The deceased was ordinarily resident in the UK and had either made no provision or insufficient funds are immediately available, for the necessary cost of a simple, respectful, low cost funeral
- no-one else is prepared to meet the costs
- The person who takes responsibility for the funeral costs or their partner is receiving one of the qualifying means-tested benefits on the day the claim is made, or on any future day provided it is within three months of the date of the funeral. In addition the funeral must take place within the UK or in specified circumstances within the European Economic Area - mainly EU countries
- the person who takes responsibility for the funeral costs has good reason for doing so and that person has insufficient funds available, either from his/her own or other sources to meet the necessary cost of a simple respectful, low cost funeral

Meaning of partner -The legislation only recognises male and female relationships, whether they are married or unmarried, and members of the same household.

The qualifying means tested benefits are:

Income Support.

Job seeker's Allowance (income-based) Income related Employment and Support



allowance Pension credit

Housing Benefit Council Tax Benefit

Working Tax Credit which includes a disability or severe disability allowance

Child Tax Credit at a higher rate than the family element

The following are deemed to have ***good reason for taking responsibility***.

- (i) The surviving partner - where there is a surviving partner no-one else will be entitled to help even where the person takes responsibility for the funeral costs.
- (ii) Where the deceased was a child - the parent or their partner, except where there is an absent parent of the child not receiving one of the specified means-tested benefits.
- (iii) The parent, or their partner, in respect of a stillborn child.

In other cases two tests may be applied, as appropriate, namely:

- (a) Where there is a parent, son or daughter of the deceased and neither they nor their partner are receiving one of the means tested benefits - it is considered unreasonable to provide assistance. In considering the circumstances of any parent, son or daughter, where neither they nor their partner are receiving one of the means tested benefits, a claim would not be refused solely on this basis if any of the following applies to each person:
 - they are a child or a full-time student
 - they are a member of a fully maintained religious order
 - they are in prison or hospital and prior to admission were receiving one of the means-tested benefits
 - they were estranged from the deceased at the date of death
- (b) Where there are close relatives of the deceased (excluding the person who has applied for help and any close relatives who are children), the nature and extent of the contact each one had with the deceased is compared with that of the person who is seeking help. If any of the following applies it is considered unreasonable for help to be given if there is:
 - someone who had closer contact with the deceased



- someone who had equal contact but neither they nor any partner were receiving one of the qualifying means-tested benefits
- someone who had equal contact but they (and any partner) possessed more capital above the applicable disregard level (£500 or £1,000 where aged 60 or over)

LEVEL OF HELP GIVEN;

The Funeral Payment Scheme will allow: - **in the case of a burial**

- the necessary cost of purchasing a new burial plot with an exclusive right of burial
- the necessary costs of burial

in the case of a cremation:

- the cremation fee, including the medical referee's fees
- the cost of any doctor's certificates
- the amount of a doctor's fee for the necessary removal of an active implanted medical device (e.g., heart pacemaker) where removed by a doctor, or up to £20 where removed by the Funeral Director, or other person employed by him/her and in either case:
- the necessary cost of any documentation required for the release of funds which result in a deduction from the award;
- where the deceased died at home, or away from home, and it is necessary to transport the body in excess of 50 miles within the UK to the Funeral Director's premises or place of rest, the reasonable costs of the excess;
- where transport for the coffin, and bearers and up to one additional car from the Funeral Director's premises or place of rest to the funeral necessarily exceeds 50 miles, the reasonable cost of the excess
- the necessary cost of one return journey for the responsible person to either arrange or attend the funeral

and

- up to £700 for other funeral expenses (or up to £100 where some of the funeral costs have been met by a prepaid funeral plan).



NB. Where an item or service specified above has been provided under a prepaid funeral plan no amount will be allowable under the Funeral Payment scheme.

- Where a contribution is provided towards an item or service specified above under a prepaid funeral plan, any balance may be allowable. For example, if a prepaid funeral plan provided up to £500 towards burial or cremation costs and the deceased was buried with the necessary costs of purchasing a plot and burial coming to £900, a balance of £400 may be allowable.

Deductions from any amount allowable:

The following is deductible from any amount allowable:

- the amount of any assets of the deceased available to the person who has taken responsibility, or any other member of their family (i.e. Partners and/or children)
- the amount of any lump sum due to the person who has taken responsibility, or any other member of his/her family through any insurance policy, occupational pension scheme, burial club or any similar arrangement
- the amount of any contribution towards the funeral expenses received by the person who has taken responsibility, or any other member of his/her family, from a charity or relative of his/her or the deceased;
- The amount of any funeral grant, made out of public funds, due to the deceased being entitled to a War Disablement Pension;
- Where a prepaid funeral plan existed, the following applies:
 - (ii) where the plan has not been fully paid and as a result no items or services were provided, but it had a redemption value, that amount
 - (iii) where the plan was fully paid but for some items or services otherwise allowable, only provides a contribution, the amount of the contribution;
 - where the claimant or any partner are aged 60 or over the amount of any capital in excess of £1,000 (otherwise anything in excess of £500)



PRACTICAL CONSIDERATIONS:

- (a) When making funeral arrangements, ascertain at an early stage if your client intends to make a claim from the Social Fund towards the funeral expenses.

Many Funeral Directors display a notice in their arranging room(s) asking clients to notify the Funeral Director, as soon as possible, if they intend ~~to be~~ making a claim, as the Funeral Director will be able to give assistance and advice.

- (b) If a claim is likely, try to establish the validity of such a claim.
- (c) Explain the limits of the help that your client can expect from the Fund. You may wish to discuss how any amount in excess of the Social Fund payment will be paid. Your company may have a policy on this.
- (d) As soon as costs are known, complete a “funeral invoice” and hand it to your client.

The funeral should only be completed once you have a definite contract to provide the funeral and you are sure of the exact disbursements.

- (e) Ask your client to visit the local Jobcentre Plus office to make the claim, as soon as possible. Have a supply of Social Fund claim forms (SF200) available in your office. You may be able to help the client complete the form.

Special attention should be paid to the following:

- When completing the invoice, you must show all costs known at that date. **Do not issue invoices for exactly £700** unless that happens to be your actual charge.
- The Jobcentre Plus will make every effort to issue a cheque for the funeral within a short period, however this cannot be guaranteed, as some claims will be more complex to assess.
- Although officially you must not contact the Jobcentre Plus offices to check the progress of individual claims - the client is the claimant, therefore any information passed between the client and the DWP is confidential - you may find that your local office will discuss specific matters with you. It is a good idea to ensure that the client completes Part 6, question 1, page 13 of the SF 200 form - “Can we get in touch with the Funeral Director if we need more information?” - with a tick in the “Yes” box, as this gives the Agency permission to discuss the



individual claim with the Funeral Director.

- If the Jobcentre Plus feel they cannot discuss an individual claim they should be able to give generalised advice and guidance.
- It must be made clear to clients that if the claim fails, **the whole of the funeral account will become their responsibility.**

THE FUNERAL DIRECTOR MUST BE AWARE THAT THE FINAL DECISION REGARDING CLAIMS OR AMOUNT OF ALLOWANCE RESTS WITH THE ADJUDICATING OFFICER.

Apart from assistance with the payment of funeral expenses it may also be possible to apply for Bereavement Payment, which is a one off lump sum payment of £2,000 and there is also the Bereavement Allowance. Details of these benefits and who can claim may be found on the following website where you can download the Bereavement Benefits PackBB1:

<http://www.direct.gov.uk/en/MoneyTaxAndBenefits/BenefitsTaxCreditsAndOtherSupport/Bereaved/index.htm>



B. THE LOCAL HEALTH AUTHORITY (NHS):

If a person dies in hospital the hospital administrator will arrange and pay for a very simple Burial or Cremation Contract Funeral, if no relatives are able to do so and money from the estate of the deceased may be used to pay for the funeral. This arrangement includes stillborn babies. .

C. THE LOCAL AUTHORITY:

Under Section 46 of the Local Authority Social Services Act 1970:

- (i) It shall be the duty of a Local Authority to cause to be buried or cremated the body of any person who has died or been found dead in their area, in any case where it appears to the Authority that no suitable arrangements for the disposal of the body have been or are being made otherwise than by the Authority,



-
- (ii) Any Council which is the Local Authority for the purposes of the Local Authority Social Services Act 1970 may cause to be buried or cremated the body of any deceased who immediately before his/her death was being provided with accommodation under Part III of the National Assistance Act 1948 by, or by arrangement with, the Council or was living in a hostel provided by the Council under Section 29 of the Act.
 - (iii) An Authority shall not cause a body to be cremated under subsection (i) or (ii) above where they have reason to believe that cremation would be contrary to the wishes of the deceased.
 - (iv) Subsections (i) and (ii) above do not affect any enactment regulating or authorising the burial, cremation or anatomical examination of the body of a deceased person.

The funeral is normally arranged on a contract basis and allows for a very simple funeral. Money from the estate of the deceased may be used to pay for the funeral.

D. WAR PENSIONS:

On the death of a War Pensioner, the family can claim the cost of a simple funeral from the War Pension Branch of the DWP if the death was related to the disablement. This payment is made as a grant and is not recoverable from the estate of the deceased person.

E. EMPLOYERS' PENSION SCHEMES:

Some employers provide occupational pension schemes that include life insurance cover. This means that a lump sum is paid upon the death of the insured to help with the funeral costs.

F. TRADES UNIONS:

Some Trades Unions are able to make grants upon the death of a member under certain circumstances.

G. PROVIDENT ASSOCIATIONS, FRIENDLY SOCIETIES, CLUBS AND OTHER ASSOCIATIONS

There are many clubs and associations that are able to make grants upon the death of a member or their dependants under certain circumstances.

H. CHARITIES

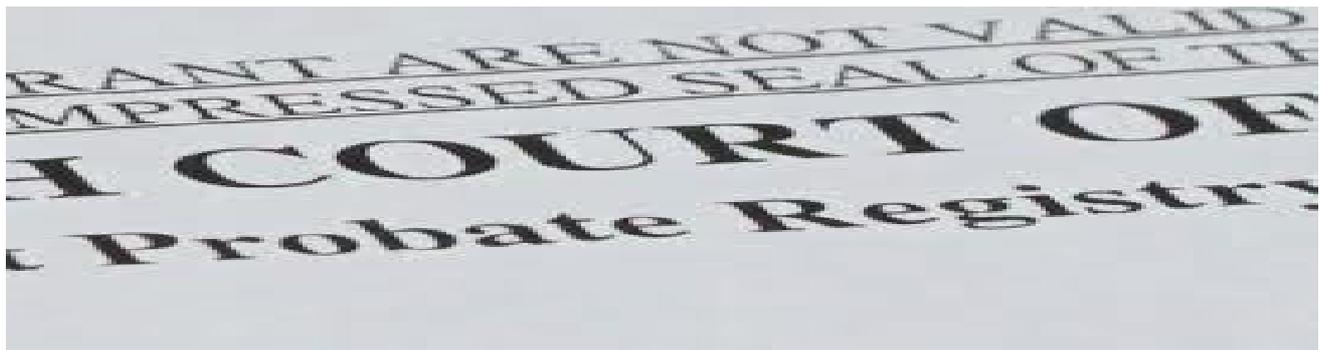


Some local Municipal or other charities concerned with the elderly, those suffering from a particular condition or disability, ex-patriots etc. may be able to assist if a need can be proved.

When none of the above is appropriate or available for the client, it may be necessary to make adjustments to the funeral arrangements, including offering the Simple Funeral Service under the NAFD Code of Practice, in order to reduce the total cost whilst maintaining the quality of the service and care.

Learning Outcome 6

Know client liability and options for meeting funeral costs.



Probate: For information

Subject to what is said below, under the heading 'Small Estates', if the deceased has left a will, that document will be 'proved' before the Principal or a District Probate Registry of the High Court of Justice. The document from the Court certifying its approval of the will and the details of the estate is called a "Grant of Probate". This document is frequently required as the credentials of the personal representative dealing with, and administering, the estate of the deceased. The authority of a personal representative who is an Executor, named as such in the will, stems from the date of death of the deceased even though the official Grant of Probate may be some considerable time after the date of death.

Letters of Administration:

If the deceased has not made a will, or has made a will naming no surviving Executor, the personal representative will be the person to whom the Court issues a document known as "Letters of



Administration". Such a person is usually the next of kin - in the case of an intestacy - or a principal beneficiary if the deceased has left a will but named no Executor or no surviving Executor. In this case the document is known as "Letters of Administration" with the will annexed. Contrary to the case of a Grant of Probate, the authority of an administrator of an estate stems from the date of the grant of Letters of Administration, and not from the date of death of the deceased. Under the provision of the Administration of Estate Act, 1925 it is provided that the administrator of an estate shall, out of the proceeds of the estate, pay the funeral, testamentary and administration expenses.

Normally a client who is in the position of a personal representative would be advised to consult a solicitor with regard to the necessary steps to obtain a Grant of Probate or Letters of Administration, or otherwise deal with the collection and administration of an estate. Even if an application for a formal Grant of Probate or Letters of Administration is found to be unnecessary, a client would be well advised to seek initial advice from a solicitor - particularly if there are other persons who are entitled to share in the distribution of the estate, either as beneficiary or creditor.

It is useful, however, for a Funeral Arranger /Director to be able to explain the procedure for obtaining a Grant of Probate or Letters of Administration to a client, but not essential. There are basically two documents to be completed:

One document comprises a list of the assets and liabilities of the estate with the respective values of each item. This is an Inland Revenue account and is to enable the Inheritance Tax liability of the estate to be identified. The tax is only payable in respect of estates representing a transfer of assets of a net value of more than £325,000 (2008-2009 tax year). However, to calculate the liability, transfers affected by the deceased during his/her lifetime but within seven years of death are also relevant, and if the estate is of a substantial size and likely to attract an Inheritance Tax assessment, this is another reason for the client to be advised to seek professional assistance. Amongst the liabilities of the estate that can be included in the Inland Revenue Account are the funeral expenses. These are the only expenses, incurred after the deceased's death that can be included as a liability for the purposes of reducing the net value of the estate for Inheritance Tax purposes.



The other document is the Oath or Affidavit to be sworn by the applicant. This document varies according to whether the application is for a Grant of Probate or a Grant of Letters of Administration, in the latter case the document needs to be prepared carefully since the applicant needs, on the face of the document, to show why he or she is entitled to receive the grant, and how any person with a better or prior entitlement will not, or cannot be, making such an application.

The signed Inland Revenue account and the sworn Oath will need to be forwarded by the applicant, together with the will if appropriate and the relevant Court fee (calculated in relation to the size of the estate) to the Principal Probate Registry in London or to an appropriate nearby District Registry, the address of which can usually be obtained from a local library or other source of local information.

If the documents and fees are in order, the Probate Registry will usually deliver the Grant of Probate to the applicant within a comparatively short time from receiving the documents. It is quite rare for an application for a Grant of Probate or Letters of Administration to be opposed or 'contested'. However, if opposition to the application for a Grant is received by the Probate Office and notified to the applicant, the applicant would be well advised to seek professional advice. Such opposition would be likely if, for example, a later will than that being promoted by the applicant has been discovered, or, in the case of a full or partial intestacy, if a person with a better entitlement to apply for a Grant of Letters of Administration made such an application.

The estate of a person dying intestate in England - excluding Cornwall and Lancashire - with no known heirs or next of kin, is administered by the Treasury Solicitor until such time as any next of kin may be located and established. In Cornwall and Lancashire, the responsibility is vested in the Solicitor to the Duchies of Cornwall or Lancaster respectively.

As trustee for any person who may - possibly after a period of some years - come forward to prove his/her relationship to the deceased, the Treasury Solicitor, or the Solicitor to the Duchies of Cornwall or Lancaster as the case might be - who does not himself/herself normally give instructions for a funeral - must be able to justify the amount of any funeral and testamentary



expenses in accordance with the principle referred to above.

The Treasury Solicitor, or the Solicitor to the appropriate Duchy, not only has the right, but also the duty, to examine a funeral account before agreeing to meet it from the estate he/she is administering. If the amount of the account is more than can be properly and justifiably charged against the estate then the excess may well be refused.

A Funeral Director should bear in mind that if there is reason to believe that a deceased person has died intestate and that the estate is likely to be referred to the Treasury Solicitor or the Solicitor to the Duchy concerned for settlement, he/she can contact the office of the Solicitor concerned to agree an acceptable figure for the funeral expenses.

Small Estates:

Where the amount or value of a deceased's estate is small, it is sometimes possible for the personal representative to obtain release of the assets of the estate without the expense and formality of applying for, and producing, a Grant of Probate or Letters of Administration. This can apply to the release of funds held by such bodies as National Savings, Trustee Savings Banks, Building Societies and even ordinary Banks, but only applies if there is no asset in the estate which does not exceed a comparatively low figure - currently £5,000. Even in the case of small estates this is a concession by the offices concerned who can, if they think fit, insist upon having a Grant of Probate or Letters of Administration produced to them. Certainly such a requirement will be insisted upon if there is any complication revealed with regard to the sum of money or other item that they are holding on the deceased's behalf. In this context, however, it should be noted that, a Grant of Probate or Letters of Administration will always be required for freehold or leasehold property, and, subject to a few exceptions, for stocks and shares.

Pensions:

If the deceased was entitled to receive a State Retirement or any other Pension, this will normally cease at the date of death. Any balance due to the estate of the deceased, calculated at the date of death, will normally be paid by the Department for Work and Pensions or such other office as is



responsible for payment of the pension. Any pension book or other record should be returned to the appropriate office as soon as possible after the death along with the DWP form, 'Registration / Notification of Death' duly completed. The personal representative will then be notified of the amount that might be due to the deceased's estate and whether production of a Grant of Probate or Letters of Administration will be required. There may be special conditions applicable to private pension arrangements that will mean that the pension payments continue to be paid to the estate of the deceased for a certain period of time after the death.

Department for Work and Pensions (DWP):

In matters relating to State Benefit and Pensions, the client should always be referred to the local Jobcentre Plus office where the staff are used to answering queries relating to circumstances following a death and are usually most sympathetic and helpful. However all the administration of Social Fund claims have now moved to regional centres.

Jobcentre Plus offices usually operate on a 'walk in' basis but Funeral Directors and staff who arrange funerals should make themselves aware of the address of their local office, their hours of opening and any local requirements as to appointments.

The Department publish many booklets and leaflets on the subject of benefits and the Funeral Director should have copies of each of the following:

- DWP1027 What to do after a death in England and Wales.
- D49S What to do after a death in Scotland.
- DWP1007 Help from the Social Fund.
- SF200 Funeral Payment claim pack.

- DWP1005 Bereavement Payment / Widowed Parent Allowance / Bereavement Allowance

This literature should be kept up-to-date and Funeral Directors and their Funeral Arrangers should be aware of their contents. You may find a visit to the DWP web site at www.dwp.gov.uk to be useful or you can telephone the department on 08457 313 233 for information. For specific detail on Bereavement Benefits please refer to www.jobcentreplus.gov.uk



General note: It is sometimes possible for a Solicitor to offer free Legal Assistance on Legal Aid and enquiries ought to be made of a local solicitor for establishing entitlement.

INSURANCE POLICIES



It is difficult to generalise in guiding a Funeral Director on how to advise a client to obtain payment on a Life Insurance Policy as there are many different circumstances that might affect the situation. Insurance Companies normally require the original insurance policy, a copy of the Death Certificate and a valid receipt for the money from the payee. This latter item will frequently mean that the Company will require sight of the Grant of Probate or Letters of Administration before it will pay out on a policy, however, in the case of policies where the benefit is a small amount (frequently old 'paid up' policies which were operated by means of a weekly small premium payment) the Company will often pay out on receiving proof of death after obtaining a simple assurance and indemnity from the payee. Likewise policies affected by a third party on the deceased's life (such as a Group Pension Scheme) can frequently be settled without the necessity of a Grant or Letters being applied for. Any Insurance Company will also need to satisfy itself that any charges on the policy (such as a mortgage) have been discharged before releasing the funds. In these cases the Insurance Company will usually have notice of an assignment of the benefit of the



policy or that the policy is affected by a Trust. The personal representative will be notified when application for payment is made. Again a client should be advised to seek professional assistance if anything other than a simple Life Policy applies in relation to the estate of the deceased.



BANK ACCOUNTS AND PENSIONS

When a Bank is notified of the death of a customer no further withdrawals can be allowed on an account which is in the sole name of the deceased, or where the account is a joint account with the deceased as a necessary signatory to the operation of the account, whether it be in credit or overdrawn, although there is usually no difficulty in the Bank agreeing to accept credit for the benefit of such an account. However, banks and building societies will normally release funds from the deceased's frozen account for the settlement of funeral expenses and an invoice can either be sent direct to the relevant bank or can be remitted by hand. In the case of a joint account that operates on the signature of either the deceased or of the other account holder, it will normally be possible for the account to continue to be operated by the survivor without any difficulty caused by the death. Where an account is 'frozen' as the result of a death, the Bank Manager is usually willing to agree to operate a temporary account with overdraft facilities to enable, for example, a widow to manage until a Grant of Probate or Letters of Administration has been obtained and the balance in the frozen account has been released.



Banks will usually also allow personal representatives temporary facilities to enable any Inheritance Tax to be discharged. Since Inheritance Tax is usually payable when the application for a Grant of Probate or Letters of Administration is made, it will frequently be necessary to obtain such facilities from the Bank, since without the Grant of Probate or Letters of Administration the assets of the estate cannot be realised, and until realised they cannot be used to pay Inheritance Tax. The Bank is, of course, entitled to charge interest on any such facility in the usual way, and it is therefore important for a personal representative to obtain the Grant of Probate or Letters of Administration, as quickly as is practicable, and thus release the assets of the deceased. In the case of a husband and wife operating a joint account, only one half of the balance of the account need be included in the list of the deceased's assets for the purpose of the Inland Revenue account, in any other case, the Revenue will be entitled to expect some proof of the proportion of the balance of the joint account to which the deceased was beneficially entitled.



The Administration of the Estate: Scotland – for registered students in Scotland.

“Confirmation” is the legal term used in Scotland for the equivalent of Probate and Letters of Administration in England/Wales. ‘Obtain Confirmation to the Estate’ is the legal document giving the executor authority to receive payments due to the estate and pay out monies from the estate.

If there is a will :-

The executor or solicitor acting on his/her behalf, should take to the Sheriff Clerk’s office the following:

- (v) The Will
- (vi) Personal details of the deceased and family
- (vii) An inventory of the estate of the deceased and its value as at the date of death
- (viii) An Extract Certificate of Death
- (ix) The Sheriff Clerk will complete the appropriate forms and, if no further enquiries are necessary, will issue ‘Confirmation’ within a few days.

Intestate - where there is no will :-

If no executor is named, or if there is no will, a solicitor or the Sheriff Clerk will arrange for the Court to appoint an executor, who will normally be the surviving spouse or next of kin. The application and procedure is then the same as that required where there is a will.

Where there is no will and no surviving spouse, the executor will require a ‘Bond of Caution’ (pronounced ‘kay-shun’), which is a guarantor’s agreement from an individual or an Insurance Company that the executor will carry out his/her duties correctly, thus insuring against any losses in the handling of the estate. Once this is issued to the executor, application should be made to the Sheriff Court for ‘Confirmation’. This can take up to three weeks to complete.

Small Estates

From 1 June 2005, all estates with a gross value of less than £30,000 were classed as small. An executor of a small estate can obtain ‘Confirmation’ from the court without a solicitor. There are procedures which provide for the Sheriff Clerk to help with confirmation, however, once issued he/



she can no longer help, the executor having to finalise arrangements himself/herself.

NB. Funeral expenses take priority over other debts on the estate. If there is insufficient money available, the person making the arrangements will be liable for the expenses incurred, unless he/she is an agent for a third party and states this at the time of making the arrangements.



Proof of Learning – Assessment Criteria

Module 5 Unit 14	ASSESSMENT CRITERIA
	The learner can:
5.14.1	Explain the implication of an available, valid Will at the time of funeral arrangement.
5.14.2	Identify where to search for a Will if it is not readily available.
5.14.3a	Identify pre-paid funeral plan providers.
5.14.3b	Differentiate between a trust fund and insurance backed funeral plans.
5.14.3c	Describe the benefits of pre-paid funeral plans.
5.14.3d	Outline disadvantages of pre-paid funeral plans.
5.14.3e	Describe the process of payment where a pre-paid funeral plan exists.
5.14.4a	Explain the importance of having a signed contract from the following perspectives: a) the client; b) the company.
5.14.4b	Identify the impact of current consumer contracts regulations when interviewing the client: a) at a private address; b) at their workplace.
5.14.5a	Identify potential sources of financial assistance.
5.14.5b	For each source identified in 5.14.5a explain the process of accessing funds.
5.14.6a	Describe the client's liability for meeting funeral costs.
5.14.6b	Identify appropriate methods of payment.

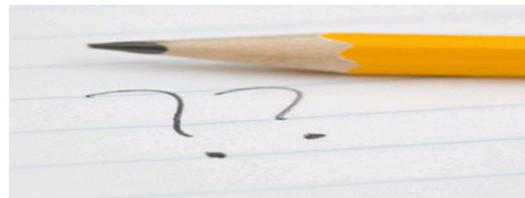


Help with your studies

- Tips for students
- Past examination questions
- Useful Links

Tips for students:

- The issue of Probate and Letters of Administration is complex and some solicitors specialise in this field. For the funeral arranger, there is only need to have a basic overview of the two situations: the procedure if someone died leaving a Will, and the procedure when there is no valid Will.
- The DWP is another complex area. From the perspective of learning the material, the focus needs to be on who is entitled to make a claim, what the DWP may contribute towards and how the procedure works to make the claim.
- If the question asks for the name of the country you are writing about, don't forget to do this.



Example Examination Questions

Use these questions to test your knowledge or for revision purposes.

- Upon whom does the primary responsibility for the disposal of a deceased person fall and what are the limitations, if any, that are placed upon that person?
- Who is liable for funeral expenses? What happens if the deceased's estate is insolvent and what differences are there when there is no will.
- Mr. Brown calls at your office, concerned about meeting the costs of his elderly mother's eventual funeral. How would you advise him?
- A client calls to your office to arrange a funeral for his father, but there is no estate and the client has no money. List the options open to him.



-
- A gentleman contacts you to ask if it is possible to pre-arrange his own funeral as he wishes to spare his only relative, a nephew in Switzerland, grief and the responsibility of making decisions when he died. What advice could you give him?
 - Is the provision of a tombstone allowed by the Inland Revenue as a deduction from a deceased person's estate?
 - Why would the estate of a deceased person be placed in the hands of a Treasury Solicitor?
 - What criteria does the Treasury Solicitor apply to decide whether funeral expenses are reasonable.
 - A person dies leaving no estate. Next of kin has little or no money. What financial assistance towards funeral expenses may be available to him, and what conditions may have to be met?
 - A deceased man has bequeathed his body to the local School of Anatomy, and has confirmed this in his will. His next of kin, a daughter, is most unhappy about this. Must the wishes of the deceased be carried out?

 - A lady calls at your office informing you that her son has died and had been cremated in India and asks for your advice on the procedure required to obtain certificates in order to administer his estate. What information would you give to enable her to obtain the necessary documents?
 - Mr Watson, who signed your estimate when arranging the funeral of his great uncle, is not very happy to receive your invoice. He had thought it "would be taken care of". He does not know whether he is an executor or administrator or even whether his uncle has left any money or property. Advise Mr Watson of his legal position and explain the procedure necessary to wind up any estate.
 - You are asked to address the local Women's Institute on the subject "Meeting funeral expenses". Itemise the main issues you would mention and briefly explain each.
 - A recent survey suggested that the average funeral cost had increased by at least 15% in 1995. Briefly explain to a client how these costs may be met and what advance provision could be made.
 - What rights has a person over a dead body of which he is under a duty to dispose of and what factors may affect these



-
- Describe:
 - Probate
 - Letters of Administration
 - Treasury Solicitor
 - Solicitors to the Duchies of Cornwall and Lancashire
 - Confirmation (Scottish Law)

 - Give five reasons why a person may wish to pre-arrange a funeral

 - How do people pre-arrange a funeral?

 - While discussing funeral arrangements your client indicates that there are no finances to play for his father's funeral. In advising your client, describe the options that are open to him.

 - What are Probate and Letters of Administration? When are they required and who grants them?

 - Who might apply for a payment from the DSS towards funeral costs?

 - How do they apply for such help?

 - What amount of financial help might they receive?
- a. How does one acquire the right to administer the estate of a person in England or Wales if he or she has died: i.e. Intestate but with heirs. ii. having left a Will
- b. How does one acquire the right to administer the estate of a person in Scotland if he or she has died: i. Intestate but with heirs. ii. having left a Will
- c. How does one acquire the right to administer the estate of a person who had died intestate with no known heirs: i.in Scotland; ii. in England or Wales
- a. Explain "Liability for the funeral expenses"
 - b. Explain "Client's liability"
-
- What reasons would you give a client for pre-arranging and pre-paying for a funeral?

 - Explain ten means by which funeral expenses might be met

 - From a client's point of view



-
- a. List four advantages of pre-arranging a funeral
 - b. List four advantages of pre-paying for a funeral (do not repeat in part b something already listed in part a)
 - c. Give two other ways to ensure that a person's funeral wishes are complied with.

What are the six qualifying means-tested benefits any of which you need to be in receipt of to possible receive financial assistance from the DWP Social Fund towards the cost of a funeral.

If you do not qualify to receive monies from the DWP Social Fund list four other sources from which help may be available.



Useful links

Doorstep Selling Regulations – England and Wales

<https://www.gov.uk/doorstep-selling-regulations>

Doorstep Selling Regulations –Northern Ireland

<http://www.northernireland.gov.uk/index/media-centre/news-departments/news-deti/news-deti-october-2008/news-deti-011008-doorstep-selling-increased.htm>

Doorstep Selling Regulations – Scotland

<http://www.business.scotland.gov.uk/view/article/doorstep-selling-regulations>

