

**CERTIFICATE OF CANCELLATION AND APPLICATION FOR WITHDRAWAL  
TRUST-FUNDED PREPAID FUNERAL CONTRACT**

To (Depository) \_\_\_\_\_

From (Seller) Name \_\_\_\_\_ Permit Number: \_\_\_\_\_  
Address \_\_\_\_\_ Prepaid Contract #: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Date of Contract: \_\_\_\_\_  
Telephone/Fax \_\_\_\_\_

Principal on Deposit \$ \_\_\_\_\_ Accrued Income \$ \_\_\_\_\_ Total to be Withdrawn \$ \_\_\_\_\_

Contracts sold after September 1, 2001, total to be refunded to purchaser \$ \_\_\_\_\_ (principal plus one-half of any accrued interest).  
The purchaser and the seller have agreed to cancel the prepaid funeral contract and are requesting a withdrawal of the funds on deposit for this contract. Therefore, the depository is authorized to release and pay same as indicated above.

**Purchaser**

Your signature on this application for withdrawal indicates your desire to receive a cash refund on your prepaid funeral benefit contract and to cancel the prearranged funeral. You should receive your refund within 30 days of the Seller receiving the written notice.

If you cancel your prepaid contract WITHIN ONE YEAR of signing it, when your payments are current, the Seller is required to refund the greater of: (1) 90% of the actual amount of money you paid; or

- (2) the amount of money the Seller has deposited into the approved financial institution for your contract. The money deposited for your contract does not include the amount the seller can keep. Read the payment terms section of the prepaid contract for the amount of money that will be deposited for you.

If you cancel your prepaid contract AFTER THE FIRST YEAR, you will receive the amount you have paid, less the amount the Seller can keep.

In addition, for any contract that was sold after September 1, 2001, the purchaser is also entitled to receive one-half of the interest earned on it. For contracts sold before September 1, 2001, the purchaser is not entitled to the interest.

If you cancel the contract at the request of the Seller, then the Seller is required to refund all money paid and the income earned.

If you are not the original purchaser of the funeral contract, you must provide legal documentation to the Seller that you have the authority to request this cancellation. If you have any complaints concerning the cancellation of your prepaid funeral contract, you may contact the Texas Department of Banking, Non-Depository Supervision, toll-free at (877) 276-5554.

**If you are canceling this contract and applying your refund to another contract from the same seller, you MUST initial this paragraph as indication that you acknowledge your refund will be applied directly to your new contract and no refund will be issued.**

**(Initial here: \_\_\_\_\_)**

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, the purchaser, personally appeared before me and being first duly sworn, declared he/she signed this application in the capacity designated and stated he/she has read the application and that the statements in the application are true and correct.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date Commission Expires

**SELLER**

\_\_\_\_\_  
(Seller) certifies that the amount shown on this application for withdrawal represents the allowable amount to be withdrawn under the provisions of Section 154.155 of the Texas Finance Code. To my knowledge, neither I nor any of my agents encouraged or solicited the customer to cancel this contract.

\_\_\_\_\_  
Signature of Seller's Approved Designated Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Seller's Approved Designated Agent