

## Cemetery Requirements

- Costs may include cemetery plot, opening and closing of grave, grave liner or vault, and memorial or marker.
- Cemeteries usually require a minimum container/casket and some sort of protection to prevent the collapse of grave after burial.
- Options include earth burial, entombment (placement of casket in a building called a mausoleum), or placement of cremated remains in a columbarium niche (a room or space in a mausoleum).
- For each option offered, cemeteries may have specific requirements concerning type of memorial or marker and minimum casket or container requirements.
- Check with the cemetery of your choice to determine its requirements and related costs.

## Cremation Requirements

- Cremation is performed by placing the deceased in a combustible casket or container, that in turn, is placed in a cremation chamber and subjected to intense heat/flame. Bone fragments and dust are brushed from the chamber after cremation; however, it is impossible to remove all of the cremated remains. Because some dust and residue always remain in the chamber, there may be an inadvertent or incidental commingling of residue from previous cremations. This also may occur as a result of mechanically processing cremated remains.

Cremations must be authorized by the County Medical Examiner to ensure that any evidence of criminal activity is not destroyed.

- State law requires that within 15 days the authorizing agent sign a form authorizing cremation.

A legally competent adult may prepare a written statement directing the cremation or other lawful disposition of the legally competent adult's remains. This written statement may but need not be part of the competent adult's will.

The legally competent adult shall sign and date the document. The document shall be notarized or witnessed in writing by at least one adult affirming that the notary or witness was present when the competent adult signed and dated the document and that the competent adult appeared to be of sound mind and free from duress at the time of execution of the document.

The document of immunity authorizes a crematory, cemetery or funeral establishment to carry out the wishes of a competent adult. It is not necessary for a crematory, cemetery or funeral establishment to obtain the consent or concurrence of any other person when it cremates or provides for the lawful disposition of a dead human body.

The legally competent adult must provide financial arrangements so a crematory, cemetery and funeral establishment can execute the adult's wishes as expressed in the document.

- If a dispute arises in a family and more than one person is legally entitled to make the disposition decision, a majority of those with the authority must consent to the cremation (example: majority of children or majority of siblings). If there is no disagreement, only one signature from someone in the "group" is required.
- Unless arrangements are made with the funeral establishment, the authorizing agent is solely responsible for disposition of the cremated remains.
- Cremated remains should be collected upon notice of availability. The crematory authority may dispose of the remains in a legal manner 120 days after the cremation or after agreed to pick-up date.
- Cremated remains may be buried, entombed, placed in a niche, scattered over private land with permission of owner or over public property (may require permit), or remain in family's possession, usually in an urn (wood, marble, or metal container).

## Filing Complaints

Please note that not all complaints concern a matter to which the Arizona State Board of Funeral Directors and Embalmers can respond. The Board

will consider only those matters that constitute a violation of laws and rules and cannot establish rules or regulations that would result in a restraint of trade, such as setting fees or dictating what services may be offered.

Examples of valid bases for complaints include dishonesty, misrepresentation, incompetency, false charges for good services, fraud, false advertising, intimidation/harassment, and violation of state laws stated in this brochure.

State law requires a licensed Funeral Director be designated as the "RESPONSIBLE FUNERAL DIRECTOR" at each Funeral Establishment. Before filing a complaint, you may want to resolve any differences by first contacting this person or the Funeral Board. If you are still not satisfied, you may file a complaint at [www.funeralboard.az.gov/consumer-information](http://www.funeralboard.az.gov/consumer-information).

Disciplinary actions may be located under "License Search" on the Funeral Board website [www.funeralboard.az.gov](http://www.funeralboard.az.gov).

## Agencies That Can Help You

Agency	Responsible For:
State Board of Funeral Directors and Embalmers 1740 W. Adams, Ste. 3006 Phoenix, AZ 85007 Phone: (602) 542-3095	Regulation of funeral establishments, funeral directors, embalmers and other licensed funeral personnel, crematories, and prearranged funeral trusts.
Office of Vital Records AZ Dept. of Health Services Phone: (602) 364-1300 <a href="http://www.azdhs.gov">www.azdhs.gov</a>	Certified copies of death certificates, disposal/transit permits.
Department of Real Estate 100 N. 15th Ave. Ste. 201 Phoenix, AZ 85007 Phone: (602) 771-7799	Cemeteries.
Department of Insurance 100 N. 15th Ave. Ste. 102 Phoenix, AZ 85007 Phone: (602) 364-3100	Prearranged funerals funded by insurance.
National Memorial Cemetery of Arizona 23029 N. Cave Creek Phoenix, AZ 85024 Phone: (480) 513-3600	Burials for veterans.

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## ARIZONA STATE BOARD OF FUNERAL DIRECTORS AND EMBALMERS

1740 W. ADAMS, SUITE 3006  
PHOENIX, AZ 85007 (602) 542-3095  
[FUNERALBOARD.AZ.GOV](http://FUNERALBOARD.AZ.GOV)

# CONSUMER GUIDE TO ARIZONA FUNERALS INFORMATION

- AUTOPSIES
- CASKETS
- CEMETERY REQUIREMENTS
- CREMATION REQUIREMENTS
- DONATION OF THE BODY
- EMBALMING
- FUNERAL ARRANGEMENTS
- PREARRANGED FUNERAL PLANS

THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMATS.

## Funeral Arrangements

- After death, funeral arrangements must be made by an “authorizing agent”, even if prepaid.
- Authorizing agents could be a spouse, someone identified in a healthcare power of attorney as having authority to make disposition arrangements, next of kin, or another responsible person as identified in A.R.S. 36-831. Importantly, if a spouse was legally separated from the decedent or if a petition for divorce or legal separation was pending at the time of death, the spouse cannot be the authorizing agent.
- If requested, funeral establishments must provide information regarding funeral costs over the phone.
- State law requires that the funeral establishment provide you with:
  - [Consumer Guide to Arizona Funerals Information](#) (this brochure)
  - [General Price List](#) before discussing funeral arrangements.
  - [Casket Price List](#) before entering a casket selection room (you also may be shown casket photographs or illustrations). Casket costs are separate from funeral service costs.
  - [Outer Burial Container Price List](#) before discussing purchase of outer burial containers from the establishment.
- If you are an authorizing agent, you will be asked at funeral arrangement to sign a contract called a *Statement of Funeral Goods and Service*, which lists your selections. **Read the contract before signing.**
- Contract includes a professional fee and other itemized charges. Total charges vary widely, so you may wish to compare with other establishments.

NOTE: Funeral establishment services, fees, and quality vary so you may wish to visit several establishments before you sign the contract. SAVE YOUR CONTRACT and related documents!

- Authorizing agents are entitled to an explanation of each charge on the contract. You may change your selections before you sign the contract, or you may go elsewhere.
- Funeral establishments may charge in advance for certain items (cash advances) that they purchase from a third party on your behalf. These items may include cemetery or crematory charges, obituary notices, death certificates, flowers, clergy, musician honorarium, and funeral escorts. State law prohibits charging more than the actual cost for these items without informing you that there is a service or handling fee.

## Autopsies

- Can be elective or not depending on circumstances.
- Hospitals ask permission; County Medical Examiners do not need permission.
- May result in an increased embalming fee.

## Donation of the Body

- Arrangements for donating a body to a medical school are usually made by an individual prior to death.
- Chemically disinfecting/preserving the body.
- Not required by state law if remains are refrigerated, cremated, or buried within 24 hours and the person has not died due to certain communicable diseases. If you select any of these services, you do not have to pay for embalming you did not approve. Note that funeral establishments are not required to have refrigeration.
- May have to pay for embalming if: it is required by law or provided for in the funeral establishment’s policy. For example, you may have to pay if you select a service such as a viewing; you authorize it; or there are special circumstances.

## Embalming

- Some cemeteries or mausoleums may require embalming for burial or entombment (placement of casket in a building called a mausoleum), but you may choose a funeral establishment that does not have this requirement.
- Embalming is usually required if the body is being shipped.

## Caskets/Containers

- Not required by state law for burial. A rigid, combustible container is required for cremation.
- Crematories and cemeteries usually have their own minimum requirements.
- A casket will not prevent the natural decomposition of a body.

Plan Type	Description of Prearranged Funeral Plan	Cancellation Policy
<b>Fixed Price Funeral Trust</b>	Plan and purchase funeral in advance at today’s prices. Funds are placed in trust account in federally-insured financial institution and are combined with funds from other prearranged funerals. Contract remains individually-identified. Interest stays with account and offsets inflation. The funeral establishment may keep up to 15% of contract price for administration of funds and 10% of the interest each year for account maintenance. Sale of this plan requires licensing and regulation by State Board of Funeral Directors and Embalmers, and is audited by the State Banking Department. Taxes on plan may not be prepaid; interest must be reported on purchaser’s income tax form.	Cancel at any time. If within 3 days of arrangement execution, all monies returned. If after 3 days, funeral establishment may keep no more than 15% of contract price. If payment is in installments, no more than half may be applied to service charge. If cancelled before full payment, unpaid service fees are no longer due. All interest less a small administrative fee must be returned to purchaser.
<b>Non-Fixed Price Funeral Trust</b>	Plan and purchase funeral in advance, but prices are not fixed. Funds are placed in trust account. At death, services/merchandise are charged for at current prices. If not enough funds are in account, survivors must add to amount or make different choices. Any excess of trust funds are given to estate of deceased. Sale of this plan requires licensing and regulation by State Board of Funeral Directors and Embalmers. Taxes on plan may not be prepaid; interest must be reported on purchaser’s income tax form.	Cancellation policy is the same for a Fixed Price Funeral trust (see description above)
<b>Insurance-Funded Funeral Plan</b>	Plan funeral in advance and purchase life insurance policy (not a trust plan) or annuity to cover funeral costs. Plan contract may or may not be fixed price funeral with specific funeral establishment(s). Funeral establishment is the policy’s beneficiary. This type of plan may be sold only by persons licensed by the State Department of Insurance. There are no income taxes payable on this type of plan. Note that funeral establishments may charge an additional “assignment fee” when accepting insurance-funded plans.	This cancellation policy does not apply to single payment annuities. If you cancel within ten days of receipt of policy, all monies are returned. If cancel after 10 days, you receive only cash value of insurance policy. If you fail to pay premium, you may receive no money back.
<b>Payable-On-Death (POD) Account</b>	Plan funeral with a funeral establishment, and they keep record of your wishes. You have the option to set up a savings account or individual trust account at a financial institution to cover predicted funeral costs. No fixed price. Interest stays in your account. Funeral establishment is the account’s beneficiary, payable at your death.	Account is entirely within your control. You may withdraw all monies at any time. Funeral establishment and survivors should be kept informed of account status, so that your wishes may be fulfilled upon your death.

**PRE-NEED FUNERAL AGREEMENT**  
**EXHIBIT 1 — STATEMENT OF FUNERAL MERCHANDISE AND FUNERAL SERVICES**  
**NOTE: THIS AGREEMENT IS TO BE FUNDED BY THE ASSIGNMENT OF INSURANCE BENEFITS**

FOR THE BENEFIT OF \_\_\_\_\_ (Funeral Recipient/Insured) \_\_\_\_\_ (Address if different than below) \_\_\_\_\_ (Phone)

IN AGREEMENT WITH \_\_\_\_\_ (Funeral Provider Name)

**SECTION 1: GUARANTEED PROFESSIONAL SERVICES**

Services of Funeral Director and Staff \$ \_\_\_\_\_  
 Embalming (See Reverse and \* Below) \$ \_\_\_\_\_  
 Other Preparation \$ \_\_\_\_\_  
 Visitation \_\_\_\_\_ Days at \$ \_\_\_\_\_/Day \$ \_\_\_\_\_  
 Funeral Ceremony/Memorial Service \$ \_\_\_\_\_  
 Other Use of Facilities and Staff (Specify) \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 Transfer of Remains to Funeral Home \$ \_\_\_\_\_  
 If beyond a \_\_\_\_\_ mile radius, which is our service area, there will be a charge of \$ \_\_\_\_\_ per mile one way.  
 Family Car(s) \_\_\_\_\_ at \$ \_\_\_\_\_ each \$ \_\_\_\_\_  
 Limousine \_\_\_\_\_ Hearse \_\_\_\_\_ \$ \_\_\_\_\_  
 Cremation \$ \_\_\_\_\_  
 Forwarding/Receiving Remains \$ \_\_\_\_\_  
 Other Services/Facilities/Equipment (Specify) \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
**TOTAL SECTION 1** \$ **0.00**

**SECTION 2: GUARANTEED MERCHANDISE**

Casket/Urn \$ \_\_\_\_\_  
 Manufacturer \_\_\_\_\_  
 Model Name \_\_\_\_\_  
 Model Number \_\_\_\_\_  
 Exterior Description \_\_\_\_\_  
 Interior Description \_\_\_\_\_  
 Outer Burial Container \$ \_\_\_\_\_  
 Model Name \_\_\_\_\_  
 Model Number \_\_\_\_\_  
 Manufacturer \_\_\_\_\_  
 Constructed of \_\_\_\_\_  
 Other Merchandise (Specify) \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
**TOTAL SECTION 2** \$ **0.00**

**SECTION 3: NON-GUARANTEED CASH ADVANCES**

Death Certificates \_\_\_\_\_ at \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Flowers \$ \_\_\_\_\_  
 Music \$ \_\_\_\_\_  
 Honorariums \$ \_\_\_\_\_  
 Obituaries \$ \_\_\_\_\_  
 Hairdresser \$ \_\_\_\_\_  
 Shipping Container \$ \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

Escort \$ \_\_\_\_\_  
 Grave Opening and Closing \$ \_\_\_\_\_  
 Memorial Cards/Book \$ \_\_\_\_\_  
 Clothing (Specify) \_\_\_\_\_ \$ \_\_\_\_\_  
 Monument/Marker \$ \_\_\_\_\_  
 Engraving \$ \_\_\_\_\_  
 Sales Tax Estimate \$ \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

We charge You for our services in obtaining: \_\_\_\_\_

**TOTAL SECTION 3** \$ **0.00**  
**ADJUSTMENTS** N/A \$ **0.00**  
**TOTAL FUNERAL PRICE** \$ **0.00**

**\*REQUIRED PURCHASES**—Charges are only for those items that You selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below.  
**Crematory & state law require rigid, covered container for cremation. State law requires refrigeration or embalming w/in 24 hrs.**

**MEDICAID QUALIFICATION**—Initial here ( ) to make the Insurance Policy funding this Agreement **irrevocable** to qualify for Medicaid or other public assistance. By making the Insurance Policy irrevocable, You waive any rights to cancel the Insurance Policy or receive a refund of monies paid. **SEE REVERSE SIDE FOR TERMS.**

**THIS EXHIBIT AND THE AGREEMENT ON THE REVERSE SIDE CONSTITUTE THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**X** \_\_\_\_\_ (Signature of Purchaser) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone)  
 \_\_\_\_\_ (City, State) \_\_\_\_\_ (Zip)

**X** \_\_\_\_\_ (Signature of Provider's Authorized Representative) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Funeral Provider's Address) \_\_\_\_\_ (Phone)  
 \_\_\_\_\_ (City, State) \_\_\_\_\_ (Zip)