

Greedy and Outrageous Tactics

On the back of a Statement of Funeral Goods and Services Selected/Purchase Agreement supplied by an SCI-owned funeral home—under Terms and Conditions—there appears the following, "LIMITATION OF DAMAGES AND REMEDIES: By signing this Agreement you expressly waive, and you agree that you shall not be entitled to recover, consequential damages or losses of any kind, based on negligence. [Is this permission for the funeral home to be as negligent as it wants to be?] You further agree that recovery of direct or actual damages shall not exceed the amount of total charges for goods and services under this Agreement and acknowledge and agree that emotional distress will not be one of the claimed items of damage for any breach of contract." [No matter how egregious the actions of the funeral home might be, one obviously isn't supposed to get upset—or hold the funeral home responsible for making you upset. This reads like a license for consumer abuse!]

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Under ACKNOWLEDGEMENT OF DISCLOSURES/DISCLAIMER, the above SCI Purchase Agreement has an item: "You were advised that the funeral firm's cost may be different based on volume or cash discounts or other professional/trade customs where permitted by state or local law."

Translation for consumers: We told you (in mirky wording) that we would mark up Cash Advance items, but we are not required by the FTC to tell you how much we've jacked up the prices of items you could arrange for yourself—i.e., the obituary, flowers, arrangements with clergy or other outside parties.

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At a Stewart-owned cemetery in Pennsylvania and in Florida (and elsewhere?), families are being required to purchase urn vaults for the interment of cremated remains. One family was told this was required by the EPA as a health precaution. NOT so! There are NO federal or state requirements for an urn vault. Such a requirement is nothing more than a new tactic to line the pockets of greedy corporations.

In both of the above cases, the families were told the urn vault would be \$495—an outrageous price. When one suggested he would purchase the vault somewhere else, he was told there would be a \$75 "inspection fee." This should be outlawed. Unfortunately, cemeteries are permitted to set their own policies, and there is little consumers can do about it at this time. Write to your Congressional senators and representatives. Demand that cemeteries be brought under the Fair Trade Practices of the FTC Funeral Rule.

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On the General Price Lists at Loewen-owned funeral homes, we are seeing wording that appears to be misleading and illegal: "Embalming is a chemical process which provides temporary preservation of the body and eliminates health hazards." (emphasis added)

According to the Center for Disease Control, there is NO public health purpose served by embalming. This is the only country where embalming is widespread, thanks to industry perpetration of such myths as the one above. Once embalmed, the undertaker is usually successful in selling you an expensive casket for the "beautiful memory picture."

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At at least one Loewen-owned mortuary, when a family is choosing an immediate cremation or burial without other services, the "counsellor" signals another employee. The employee then places a call which is answered by the counsellor in the arrangements room. The family is told, "Someone is calling to see when they can come pay their respects to your Dad." If one call isn't enough to add embalming and calling hours to the arrangements, another call will come in.

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If families don't purchase an expensive urn for cremated remains, require them to purchase a \$45 temporary container. But be sure to stamp it "Temporary Container" on all four sides, advises one industry newsletter. SCI funeral homes are already doing this. When one woman balked—smart enough to know that the crematory would, of course, supply a container—she

was sneeringly told she could probably find something at a Payless Drugstore.

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