

(2) (i) Except as otherwise provided in this subsection, a seller may not withdraw from the account any money received from a buyer unless the services and merchandise have been provided as agreed in the contract.

(ii) 1. EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, A SELLER MAY NOT WITHDRAW FROM THE ACCOUNT ANY MONEY RECEIVED FROM A BUYER UNLESS THE SELLER PROVIDES TO THE BANKING INSTITUTION OR SAVINGS AND LOAN ASSOCIATION WITH WHICH FUNDS ARE DEPOSITED A COPY OF THE BENEFICIARY'S DEATH CERTIFICATE.

2. A VIOLATION OF SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH IS AN UNFAIR OR DECEPTIVE TRADE PRACTICE UNDER TITLE 13 OF THE COMMERCIAL LAW ARTICLE.

(3) A pre-need contract is ended and a seller shall refund to a buyer all payments and interest held for the buyer if:

(i) The buyer or the legal representative of the buyer demands in writing a refund of all payments made;

(ii) The business of the seller is discontinued or sold;

(iii) The seller is unable to perform under the terms and conditions of the pre-need contract; or

(iv) The buyer fails to pay the entire contract price before the death of the beneficiary, and the seller considers the pre-need contract void.

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A person who violates any provision of this title is guilty of a misdemeanor and on conviction is subject to a fine not exceeding \$500 or imprisonment not exceeding 1 year or both.

SECTION 3. AND BE IT FURTHER ENACTED, That, on or before October 1, 2008, the State Board of Morticians shall provide notice of the provisions of § 7-405(e)(1) and (2) of the Health Occupations Article, as enacted by Section 2 of this Act, to each banking institution and savings and loan association in the State.

SECTION 4. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall be construed to apply only prospectively and may not be applied or interpreted to have any effect on or application to any pre-need contract entered into before January 1, 2009.