

## A WORD FROM THE CHAIRMAN

### WHEN THE MEDIA GETS IT WRONG ABOUT A FUNERAL BENEFIT SCHEME

Because so much media is uploaded to the internet and can remain there for years, damaging publicity, no matter how incorrect, just never seems to go away.

It is therefore vital to us to deal with ill-informed comment on the Alex Gow v Turner court case. This goes back to 2014 but, as I said, in this era, misinformed comment does not go away.

Please let me make it absolutely clear, **Alex Gow Funerals acted ethically and lawfully** in all matters associated with the arrangements for the Turner funeral and the subsequent court case.

This is supported by:-

- Confirmation from what we believe is the best authority available to us that the services we provide under the Funeral Benefit Scheme, more than meet our obligations under the scheme.
- over 75 years of management of Funeral Benefit Scheme matters in accordance with the relevant Queensland Government Acts;
- that absolutely nothing has changed at government level or within Alex Gow Funerals, in the administration and management of the Funeral Benefit since the court case.

Unfortunately in November 2014 through a series of misleading and unhelpful events our good name was damaged by:-

- a compliant TV programme that allowed a client family to read **just part of a sentence** thus creating the impression that Alex Gow Funerals was not honouring a Funeral Benefit Agreement taken out in the 1940s.
- some unnecessary observations from the Bench about Funeral Benefits Schemes which **did not accord with all our prior experience of the Queensland Government's administration of the scheme nor with any of the current or past advice we have obtained over many years in relation to the Funeral Benefit and the Act under which it is administered**. These comments were not needed in order for the Magistrate to make her decision.
- regrettably media organisations focussed on these comments and reported the matter as if Alex Gow Funerals had failed to honour the 1940s agreement and had been ordered to do so.

The mother of Mr Turner of the Gold Coast, was a contributor to the Alex Gow Funeral Benefit Fund. When she passed away Mr Turner arranged her funeral with Alex Gow Funerals. When Mr Turner signed the authorisation for the funeral he put the addendum "TBC Dollar" after his signature. He would later in court tell the magistrate this stood for "to be confirmed Dollars". He did this because he believed his mother was entitled to more from the benefit than was provided by the fund and wanted to speak with a senior member of our company.

We understand that this was the critical matter that decided the case. We should have secured a clean signature from Mr Turner before proceeding with the funeral however we didn't do so, we accepted his signature in good faith with the addendum. In other words, under the law, we had not entered into a concluded contract with Mr Turner. **This is what caused us to lose the court case.** Because this part of the Magistrate's decision was correct, and her conclusion about the Funeral Benefit was not a necessary conclusion for the purposes of her dealing with the case, we were unable to appeal against that part of her decision that related to the Funeral Benefit. **Had the Magistrate ruled against us solely on the basis that the status of the deceased as a contributor entitled her to a funeral without further payment, we could have appealed the decision.**

Mr Turner did not pay the account for his mother's funeral which resulted in the court proceedings.

The night before the Magistrate delivered her decision, the ABC's 7.30 Report went to air with the story of the dispute over the Funeral Benefit.

During an interview on the programme, Mrs Turner read from a document to support their claim that they were entitled to a full funeral being provided under the Funeral Benefit. Mrs Turner however, only read part of the sentence and stopped at a critical point which created the impression that Alex Gow was not honouring a commitment to provide a funeral without further payment. Had the whole sentence been aired a totally different and accurate impression would have been presented.

The Certificate of Fully Paid Agreement from which Mrs Turner read is poorly worded and misleading if not understood in context. This is not Alex Gow's fault. It is a Queensland Government document which was required under the regulations to be sent to Mr Turner's mother when she had completed paying all of her contributions. ("Fully paid" in that certificate means that the **contributions** have been fully paid, not that the funeral has been fully paid.) After being asked what they believed Mrs. Turner Snr was entitled to, Mrs Turner read from the document and said –"a funeral service being performed by us without further payment" and then she stopped - but the sentence goes on "**as provided for in agreement with the said contributor numbered 21651.**" The critical part, which was not read, refers anyone reading the document to the Funeral Benefit Agreement between Alex Gow and Mrs. Turner Snr. to identify what services are to be provided under that Agreement. The proposition that the Payment Certificate would overrule the whole intent of the ruling Act and the regulations which strictly fix the financial benefit to be allowed and would also overrule the Funeral Benefit Agreement that is signed by **both** parties is simply wrong. **It doesn't pass the common sense test.** The key point is:

Funeral Benefit Schemes are administered by the Queensland State Government and the amount of benefit entitlement is fixed through regulation;

Alistair R. Gow OAM

Chairman of Directors.