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A special note related to the COVID-19 pandemic

Due to the pandemic, Consumer Protection BC stopped doing in-person inspections of our licensed businesses in March 2020.

Since then, we have learned more about the impact of COVID-19 in the marketplace and on you, as one of our licensed businesses. We are confident that we can now resume in-person inspections safely and we wanted to let you know that we are starting to do inspections again at business locations.

With a few exceptions, our standard inspections policies and rules apply, as outlined in this inspection guide. This also means that unless there are mitigating circumstances specific to your business practices, no advance notice of inspection will be made.

We take safety seriously.

Your safety and the safety of our staff matter to us.

Here are some of the changes we've made:

- Inspectors will wear N-95 masks when at the site to be inspected.
- Inspectors will have their own supply of PPE and will sanitize their hands and other surfaces every 30 minutes when onsite at inspection.
- Inspectors will ask for licensee-employees to wear masks when communicating with, or in the same room as the Inspector. Failing this, the licensee/employees will be asked to remain 2 meters distant from the Inspector at all times.
- Inspectors will allow for their credentials to be examined (from a distance) and will only provide business cards when requested to do so.
- Inspectors will attempt to isolate themselves in a private area of the business while they perform the administrative functions of the inspection.
- Inspectors will select items to be inspected rather than the usual practice of allowing the licensee's employees assist with that process.

Our Inspectors must also complete a wellness self-assessment before they start any work outside their current base.

Inspectors will also ask you about the status of the location being inspected. These questions will include:

- Have any employees at the location been diagnosed with Covid-19 within the last 2 weeks?
- Is anyone at the licensed location suffering from illness or Covid-19 symptoms?

If you have questions about our protocols and processes, the best option is to speak to the Inspector that engages with you during an inspection.

Thank you,

The Consumer Protection BC Regulatory Services group



Introduction

Consumer Protection BC is responsible for the administration and enforcement of the *Business Practices and Consumer Protection Act* (BPCPA), the *Ticket Sales Act* (TSA), the *Cremation Interment and Funeral Services Act* (CIFSA), and the Cremation Interment Funeral Services Regulation (CIFSR). The BPCPA, CIFSA, and CIFSR govern the licensing requirements and conduct of businesses and persons that provide crematorium services in the Province of British Columbia.

This guide has been prepared to better inform and educate you on the compliance inspection process. As one of our licensed businesses, it is your responsibility to conduct yourself and operate your business in compliance with the laws and conditions on your license. We recommend you take the time needed to read this guide fully and to make sure that your managers and staff are familiar with the information contained herein.

This guide serves as a reference, so you know what to expect and how to prepare for an inspection conducted by a Consumer Protection BC Inspector.

This is a general overview of the inspections process. This guide is not intended to provide legal advice and it is not an exhaustive review of the legislative provisions affecting you or the operation of your licensed business. We recommend that you get copies of the legislation and review it in detail. You can find them <u>online</u> or printed versions may be ordered from:

Crown Publications Inc. 563 Superior Street Victoria, BC, V8V 1T7

TF: 1.800 663.6105 Fax: 250.387.1120

For more general information, we can be reached at:

Consumer Protection BC #321-3600 Uptown Blvd. Victoria, BC V8Z 0B9

TF: 1.888.564.9963 Fax: 250. 920-7181 E: operations@consumerprotectionbc.ca

W: www.consumerprotectionbc.ca



Background: our responsibilities

The role of Consumer Protection BC

Consumer Protection BC licenses and inspects regulated businesses, responds to consumer inquiries, investigates alleged violations of consumer protection laws, classifies all general release and adult films, and provides information and referrals to consumers.

As part of our responsibility to ensure compliance with the law and conditions on a licence, we regularly perform risk-based inspections as well as inspections in response to consumer complaints. When an inspector identifies issues of non-compliance, the inspector may open a complaint file. When the eventual outcome of a complaint file results in voluntary compliance with the law or some form of enforcement action being taken by the Director, the outcome is published to our website. We share this information to enable consumers to make informed decisions.

The role of the licensee

You are legally responsible for compliance with the laws and licensing conditions as it relates to the operation of your business. You are also responsible for ensuring your employees and agents are acting in compliance with the laws and licensing conditions applicable to your business.

You must fully cooperate with an inspector. Providing false or misleading information to an inspector or obstructing or hindering an inspection are serious contraventions of the laws we administer. A person who obstructs, hinders, or makes misleading statements to an inspector is subject to prosecution under the Offence Act.

Inspection process

Scheduling and notification

Inspectors attend businesses located throughout the Province, sometimes arriving unannounced. The BPCPA, CIFSA and MPA allows for an inspector to enter a business at any reasonable time to determine compliance with the law, conditions on a licence, the suitability of a licensee or an applicant for a licence.

Authority to inspect

It is your responsibility to cooperate fully during an inspection. In most instances, an inspector will provide their official identification on arrival, or a request can be made for them to produce it. You must not do anything to obstruct, hinder, or interfere with an inspector's entry and inspection of a business.

The BPCPA and CIFSA gives the inspector the authority to:

- Inquire into any business, affairs or conduct of a person
- Inspect, audit or examine any record, goods or other things or the provision of services in the premises
- Inspect a vehicle or vessel that is being used for business purposes
- Require a person who has possession or control of any records, goods, or other things in the
 premises, vehicle or vessel to produce the records, goods or things



- Make a record, including a record on film, audio tape, video tape or otherwise, of the
 premises, vehicle or vessel or any other things in the premises, vehicle or vessel
- Remove any record from the premise, vehicle or vessel for purpose of making copies
- Remove and retain any record, good or other thing that may be required as evidence from the premises, vehicle or vessel.

Conclusion of inspection

Once the inspection is complete, the inspector will review the results with you or the manager on duty at the time of the inspection. The inspector may discuss any non-compliance identified during the inspection at this time. A Certification of Inspection will be prepared by the inspector and a digital copy will be emailed to you at the email address identified in your My Account set up with Consumer Protection BC.

In order to receive the digital copy of the Certificate of Inspection, you must have your My Account set up. If your email is not entered into the My Account, you will not receive the Certificate of Inspection and other pertinent documents related to the inspection. To setup your My Account, please go to www.consumerprotectionbc.ca and select "MyAccount Login" or contact operations@consumerprotectionbc.ca for assistance.

Post Inspection Report and follow up

After returning to the office, the inspector will document the inspection, update your file and, if required, inform other departments within Consumer Protection BC of the inspection results.

The inspector will update the Inspection Checklist¹ and email you a report with the results of the inspection to the email address you provided in My Account. The report will identify any alleged violations that you must correct and/or any alleged violations for which the inspector recommends that enforcement action be taken by the Director. Any further instruction(s) will be noted in the inspector's notes in the report.

For more information on the enforcement process, please see the section below entitled "Enforcement."

We may conduct a follow up inspection to ensure that non-compliance found at the previous inspection is corrected.

Enforcement

If an inspector detects violations that they believe should proceed to enforcement hearing, they will notify you of these alleged contraventions in the report issued after the inspection. The inspector will also prepare a Report to the Director (RD) document for the Director of Inspections & Case Management. A copy of the RD will also be sent to you. The RD will identify the allegation(s) proceeding to enforcement hearing and the evidence the inspector is relying on to support the allegation(s). You will be given an opportunity to respond to the allegations made in the RD. A decision-maker will then

¹ See Appendix – Inspection Checklist



decide whether the allegation took place, and whether statutory action such as an administrative penalty, licensing action or other remedial order is appropriate. Note: the decision to impose an administrative penalty is at the discretion of the Director or the delegated decision maker.

Before deciding to impose an Administrative Monetary Penalty ("AMP") and calculating the amount of the AMP, the decision-maker will consider the factors set out in section 164(2) of the BPCPA. To calculate the amount of the AMP the decision-maker will normally apply the policy of Consumer Protection BC, "Calculating Administrative Monetary Penalties Policy and Procedures.", including its AMP Penalty Matrix. This policy is available on the website of Consumer Protection BC at www.consumerprotectionbc.ca. You can access the policy electronically by clicking the following link: Admin Penalty Policy and Procedure.

If you are dissatisfied with the decision, you may apply for a reconsideration of the decision.

Further information on the policies and procedures relating to the calculation of administrative monetary penalties and the reconsideration process can be found by visiting the About us (Our policies) section of our website at www.consumerprotectionbc.ca.

What will be inspected

Remember that while inspectors attend businesses to test for compliance with the laws we administer and any conditions we have imposed on a licence, they are also there to educate and answer questions. Please feel free to approach them about any business issues or problems related to the laws we administer.

Typically, you can expect that an inspector will do some of the following:

- Review the legislation and the conditions on a licence for any issues that are identified;
- Inspect the physical layout of the business;
- Inspect legal, financial and other business records;
- Observe and record your business practices, identify deficiencies or problem areas that may lead to non-compliance;
- Identify any contraventions;
- Answer your questions and help you understand your obligations

To find out what an inspector will examine during the inspection, please read a sample inspection checklist (Appendix-Inspection Checklist). Note: the items on the checklist are not an exhaustive list of the items an inspector may examine.

Documents and records

You must produce all business records and documents requested by the inspector. Since business records are not always kept on the premises, an inspector may schedule an inspection in advance so you can make sure the records are at the business for the inspection. Sometimes, the inspector may require that you provide additional records at a later date. Refusing to provide records or providing false or misleading information is a serious contravention of the law.



Appendix A - Inspection Checklist

The following are the types of types of things that the inspector is checking during an inspection of your business. This is not a comprehensive list and not all items on this list are inspected during each inspection.

CON	TECTION BC	Licence #: Date of ins	pection:	
Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Y	N	N/A
	GENERAL FACILITY + OPERATIONS			
1	CIFSR 11 Was the funeral home using the registered name or registered DBA in all contracts and other representations when conducting business?			
2	CIFSR 12(1) Was the funeral providers business address listed in directories, advertising & marketing materials?			
3	CIFSR 12(2) Did the funeral provider declare ownership by a public company in all letterheads, advertising, contracts and marketing materials?			
4	CIFSR 41(a)(b) Were the licences for the funeral provider, funeral directors and embalmers or, apprentice embalmers and funeral directors displayed in a conspicuous location?			
5	BPCPA 31(2)(a) Was the funeral providers general price list displayed in a location accessible to the public?			
6	BPCPA 31(2)(b) Was the general price list readily available upon request?			
7	CIFSR 33(1)(a) Was the funeral provider maintaining public liability insurance at the time of inspection?			
8	Name of Insurance Company/Policy \$ Amt:			
9	CIFSR 33(1)(d) Did the funeral provider have refrigeration acceptable to the Director?			
10	If the refrigeration of the funeral provider was offsite of the premises, list the licence # and location of the refrigeration in use:			
11	If the funeral provider had an embalmer who performs embalming on contract, name and licence number of the embalmer:			
12	CIFSR 5(1) Were the vehicles used to transport human remains used primarily for that purpose, sanitary, of adequate size and, have only the limited advertising allowed?			



Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Y	N	N/A
13	CIFSR 34(1) Did the funeral provider have a book, brochure or internet site that clearly provided photos or drawings of the entire line of containers is sells, and the model and price for each?			
	CONTAINER DISPLAY ROOM (If applicable)			
14	CIFSR 34(2)(b) Were the minimum six different containers or full or partial replicas of the containers on display?			
15	CIFSR 34(3) Were the prices clearly set out and affixed to the containers in the room or area?			
16	CIFSR 34(2)(a) Was the lowest price container the funeral provider sells on display in the display room or area?			
17	CIFSR 32(1) Were all the room(s) used to meet with customers or potential customers, separate, private and suitable for discussing funeral services?			
IF FUNERAL PROVIDER ACCEPTS HUMAN REMAINS AT LICENSED LOCATION				
18	CIFSR 2 Were any human remains being sheltered handled in a dignified manner?			
	PREPARATION AND EMBALMING ROOM (if applicable)			
19	CIFSR 32(2)(b) Was the room used to care for and prepare human remains clearly labeled from outside to prohibit public access?			
20	CIFSR 32(2)(a) Was the room used to care for and prepare human remains at least 11 square meters in size?			
21	CIFSR 32(2)(c) Was the room used to care for and prepare human remains adequately lit?			
22	CIFSR 32(2)(c) Was the room used to care for and prepare human remains mechanically ventilated to the outside?			
23	CIFSR 32(2)(d) Was the room used to prepare and care for human remains capable of being easily disinfected?			
24	CIFSR 32(2)(e) Were the surfaces in the room used to prepare and care for human remains composed of non-porous materials?			
25	CIFSR 32(2)(f) Was the room used to prepare and care for human remains equipped with a first aid kit?			



Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Y	N	N/A
26	CIFSR 32(2)(g) Could the examining table(s) in the room used to prepare and care for human remains be easily disinfected?			
27	CIFSR 32(2)(h) Was there a sink with hot and cold running water in the room used to prepare and care for human remains?			
28	CIFSR 32(2)(i) Was each water supply in the room used to care for and prepare human remains equipped with a vacuum breaker?			
29	CIFSR 32(2)(j) Was there sufficient storage for supplies in the room used to prepare and care for human remains?			
30	CIFSR 32(2)(k) Did the room used to prepare and care for human remains have sufficient protective eyewear and disposable coverings for the hands, body and feet for each person working in the room?			
31	CIFSR 32(2)(I) Were there sheets or towels in the room used to prepare and care for human remains?			
32	CIFSR 32(2)(m) Were there disinfectants, germicidal soap, paper towels, pail, mop and detergent in the room used to prepare and care for human remains?			
	IF FUNERAL PROVIDER EMBALMS HUMAN REMAINS			
33	CIFSR 32(3)(a) Was the room used to restore disinfect or preserve human remains equipped with a sanitary drain or did the only sink have a second compartment?			
34	CIFSR 32(3)(d) Was the sanitary drain in the room used to restore disinfect or preserve human remains equipped with a splash guard?			
35	CIFSR 32(3)(d) Did the sanitary drain in the room used to restore, disinfect or preserve human remains equipped with a backflow valve?			
36	CIFSR 32(3)(b) Was the room used to restore, disinfect or preserve human remains equipped with 15 minute continuous flow eyewash?			
37	CIFSR 32(3)(c) Were there sufficient supplies necessary for the disinfection / preservation of human remains in the room used to restore, disinfect or preserve human remains?			
	APPRENTICE FUNERAL DIRECTOR/EMBALMER (if applicable)			
38	Apprentice funeral director/embalmer name:			
39	CIFSA 55(1) / CIFSR 37(2)(a) - If apprentice was under 1800 hours or had made less than 25 arrangements / embalmings, was supervisor present when required?			
40	CIFSA 55(1) / CIFSR 37(2)(b) If apprentice was over 1800 hours training and had performed at least 25 arrangements / embalmings, was supervisor available to apprentice as required?			



Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Υ	N	N/A
	PRENEED FUNERAL SERVICES CONTRACTS (as applicable)			
41	Has the Inspector reviewed the funeral provider's last preneed funeral services contract report filed with Consumer Protection BC by the funeral provider? - Enter the date of the last report:			
42	BPCPA 19(a) Do the preneed funeral services contracts executed by the funeral provider list the suppliers name or registered DBA?			
43	BPCPA 19(b) Do the preneed funeral services contracts executed by the funeral provider contain the supplier's business address?			
44	BPCPA 19(c) Do the preneed funeral services contracts executed by the funeral provider contain the supplier's phone and facsimile number?			
45	BPCPA 19(d) Do the preneed funeral services contracts executed by the funeral provider contain the date the contracts were entered into?			
46	BPCPA 19(e) Do the preneed funeral services contracts executed by the funeral provider contain a detailed description of goods/ services to be supplied?			
47	BPCPA 19(f) Do the preneed funeral services contracts executed by the funeral provider contain an itemized purchase price for goods/ services			
48	BPCPA 19(g) Do the preneed funeral services contracts executed by the funeral provider contain all costs payable including taxes and shipping?			
49	BPCPA 19(h) Do the preneed funeral services contracts executed by the funeral provider contain a description of additional charges which cannot be determined by supplier			
50	BPCPA 19(i) Do the preneed funeral services contracts executed by the funeral provider contain a detailed statement of the terms of payment?			
51	BPCPA 19(j) Do the preneed funeral services contracts executed by the funeral provider contain the total price payable?			
52	BPCP 19(m) Do the preneed funeral services contracts executed by the funeral provider contain any required notice of the consumer's right to cancellation of the contract?			
53	BPCPA 19(n) Do the preneed funeral services contracts executed by the funeral provider contain all restrictions and other terms and conditions that may apply to goods or services to be supplied?			
54	BPCPA 36(c)(i) If applicable, did the preneed funeral services contracts executed by the funeral provider contain the fee charged by the funeral provider for storing cremated remains?			
55	BPCPA 36(c)(ii) If applicable, did the preneed funeral services contracts executed by the funeral provider contain a statement that no fee for storing cremated remains is charged for 60 days?			



Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Υ	N	N/A
56	BPCPA 36(1)(d) Did the preneed funeral services contracts examined contain a space for the written indication of the consumer that the disclosures required by sec. 35 of the BPCPA had been made?			
57	BPCPA 36(2) Was the supplier providing copies of preneed funeral contracts to consumers within 15 days of them being executed?			
	TRUST-FUNDED PRENEED FUNERAL CONTRACTS ONLY			
58	BPCPA 36(1)(b)(i) Was the portion of trusted monies that will be refunded if a preneed funeral services contract cancelled listed in the preneed funeral services contracts examined?			
59	BPCPA 36(1)(b)(iii) Do the preneed funeral services contracts executed by the funeral provider list the name of the financial institution that is the trustee of preneed bank accounts?			
60	BPCPA 36(1)(b)(iii) Do the preneed funeral services contracts executed by the funeral provider contain information about administration of the preneed trust account and the investment of the funds?			
	PRENEED TRUST ACCOUNT INFORMATION TO BE COLLECTED BY INS	SPECTOR		
61	Savings Institution Name(s):			
62	Savings Institution Address:			
63	Account Number(s):			
64	Total amount held in trust at the time of inspection:			
65	BPCPA 40(3) If applicable, were the monies received by the funeral provider under preneed funeral services contracts deposited into a preneed interim or trust account within 5 days of receipt?			
66	BPCPA 40(4)(b) If applicable, were monies received under preneed funeral contracts transferred from interim account to the trust bank account within 21 days after receipt?			
67	BPCPA 40(5) Does the funeral provider deposit no less than 80% of the money received under trust-funded preneed funeral contracts?			
68	What percentage of the funds received under trust-funded preneed funeral contracts does the funeral provider retain as selling expenses?			
69	Does the supplier retain the amount for selling expenses from the money received before depositing the funds into the trust or, at the time the services are performed or the contract is cancelled?			



Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Υ	N	N/A
70	BPCPA 40(6)(a) and (b) Is the administration of the preneed trust account being done under a written trust agreement and as required by S. 9 of the Consumer Contracts Regulation?			
71	BPCPA 40(7)&(8) Are the only reasons that funds are being drawn from the preneed trust account to pay the trustee fees, to pay for funeral services or if a contract is cancelled?			
72	BPCPA 40(10)(a) Is the funeral provider giving the consumer written notice within 15 days of the first time a deposit is made into the preneed trust account?			
73	BPCPA 40(10)(b) Is the funeral provider giving an annual report respecting the money paid under the preneed funeral contract if requested to do so?			
	FUNERAL CONTRACTS			
74	CIFSA & 55(1) Were all funeral contracts executed by the funeral provider signed by a funeral director?			
75	BPCPA (19)(a) Did the funeral contracts executed by the funeral provider contain he registered name or registered DBA of the funeral provider?			
76	BPCPA 19(b) Did the funeral contracts executed by the funeral provider contain the funeral providers business address?			
77	BPCPA 19(c) Did the funeral contracts executed by the funeral provider contain it's phone and facsimile number?			
78	BPCPA 19(d) Did the funeral contracts executed by the funeral provider contain the date when contracts were entered into?			
79	BPCPA 19(e) Did the funeral contracts executed by the funeral provider contain a detailed description of goods/services to be supplied under the contracts?			
80	BPCPA 19(f) Did the funeral contracts executed by the funeral provider contain an itemized purchase price for goods / services to be supplied under the contracts?			
81	BPCPA 19(g) Did the funeral contracts executed by the funeral provider contain information about all costs payable under the contract, including taxes and shipping?			
82	BPCPA 19(h) Did the funeral contracts executed by the funeral provider contain a description of any additional charges which could not be precisely determined at the time the contract was executed?			
83	BPCPA 19(i) Did the funeral contracts executed by the funeral provider contain a detailed statement of the terms of payment?			
84	BPCPA 19(j) Did the funeral contracts executed by the funeral provider contain total price payable under the contract?			
85	BPCPA 19(m) If any, did the funeral contracts executed by the funeral provider contain a notice of the consumer's rights to cancel the contracts?			



Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Y	N	N/A
86	BPCPA 19(n) Did the funeral contracts executed by the funeral provider contain all restrictions, limits or other conditions that may apply to the supply of goods & services?			
87	BPCPA 34(1)(b)(i) Did the funeral contracts executed by the funeral provider contain the names and addresses of the consumers?			
88	BPCPA 34(1)(b)(ii) Did the funeral contracts executed by the funeral provider contain the name and address of deceased or stillborn infant?			
89	BPCPA 34(1)(b)(iii) Did the funeral contracts executed by the funeral provider contain the name and address of the person who had the right to control the disposition under Sec 5 CIFSA?			
90	BPCPA 34(1)(c) Did the funeral contracts executed by the funeral provider contain the complete address where human remains will be sheltered pending disposition?			
91	BPCPA 34(1)(d) Did the funeral contracts executed by the funeral provider contain a statement that embalming is not a legal requirement but my be required in some cases?			
92	BPCPA 34(1)(d) Did the funeral contracts executed by the funeral provider contain a written consumer acknowledgement if embalming was performed?			
93	BPCPA 34(1)(e)(i) If applicable, did the funeral contracts executed by the funeral provider contain Listed fee charged for storing cremated remains			
94	BPCPA 34(1)(e)(ii) Did the funeral contracts executed by the funeral provider contain a statement that no fee for storing cremated remains is charged until 60 days after date of cremation?			
95	BPCPA 33 Was the funeral provider complying with the requirement to not charge a fee for handling containers referred to in Sec. 11 of CIFSA			
96	LICENSING REQUIREMENT Did the funeral contracts executed by the funeral provider contain the statement regarding the payment of the administrative fee for deaths registered by the funeral provider?			
	RECORDS			
98	CIFSR 43(1)(a)&(b) Did the funeral providers records contain the name of the deceased, where human remains were interred, and the date and place of interment of human or cremated remains?			
99	CIFSR 43(1)(c) If funeral services provided included arranging for cremation, did the funeral providers records contain the date and place of cremations?			
100	CIFSR 43(1)(c) If funeral services provided included arranging for cremation, did the funeral providers records contain information as to who the cremated remains were released?			
101	CIFSR 43(1)(d) Did the funeral providers records indicate a name and mailing address of person who had kinship relation with each deceased for which the funeral provider arranged funeral services?			



Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Υ	N	N/A
102	CIFSR 43(1)(f) If funeral services provided called for burial of human remains, did the funeral providers records contain a copy of the burial permit for each of those human remains?			
103	CIFSR 43(1)(e) Did the funeral providers records contain a copy of written authorization and the address of the person who had the right to control the disposition of the human remains?			
104	BPCP Act 34(2) Re: Supplier provide copy of contract within 15 days after it was entered into?			

For more information about your obligations as a licensed business, our processes and our organization, please visit www.consumerprotectionbc.ca.