



**CONSUMER
PROTECTION BC**



Inspection Guide

High-cost credit grantors

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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 have now resumed in-person inspections.

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 continue to wear N-95 masks for the foreseeable future.
- Inspectors will have their own supply of PPE and will sanitize their hands and other surfaces.
- Inspectors may ask for licensee-employees to wear masks when communicating with or in the same room as the Inspector. Failing this, the licensee/employees may 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). Inspectors will provide business cards at the time of inspection.
- Where possible, inspectors may ask that they be allowed 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. This amends the former practice of allowing the licensee's employees assist with that process.

Inspectors may 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 Inspections & Case Management Team

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 a series of Regulations including the High-Cost Credit Products Regulation (HCCPR). Together, this BPCPA and HCCPR govern the conduct of persons and businesses who offer of high-cost credit products in British Columbia and the licensing requirements for high-cost credit grantors in 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 any conditions attached to your licence. 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 inspection 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 order from Crown Publications at www.crownpub.bc.ca.

For more general information, visit our corporate website at www.consumerprotectionbc.ca.

To learn more about your licensing requirements and legal obligations, visit the [Get & Keep your Licence](#) section of our website.

To find out how best to contact us, please visit the [Contact Us](#) page of our website.

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, TSA and MPA allow 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 Law 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 or other designated person 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 your My Account portal, 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

Post inspection, the inspector will document their findings, 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 you receive.

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

We may conduct a follow up inspection to ensure that any non-compliance identified at the previous inspection has been appropriately addressed.

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

¹ See Appendix – Inspection Checklist

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

Before deciding to impose an Administrative Monetary Penalty (“AMP”) and calculating the amount of the AMP, decision-makers 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, there are certain circumstances that may allow for a decision to be reconsidered.

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;
- Gather evidence of any apparent contraventions;
- Pose questions to employees or owners of the business being inspected;
- 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.

 Licence # : _____ Date of inspection: _____				
Question	HIGH-COST CREDIT GRANTOR INSPECTION REPORT	Y	N	N/A
LICENSED LOCATION				
1	Does the high-cost credit grantor sell, arrange, or facilitate the sale of optional products? If yes, describe: _____			
2	Types of high-cost credit product(s) offered (open, fixed, lease)? List _____			
3	How does the high-cost credit grantor advance high-cost credit products (online, in-person)? List _____			
5	HCCPR 11 – Is the location from which the HCCG conducting business licensed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	HCCPR 13(1) – Is the licence prominently displayed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	HCCPR 13(2) – If the HCCG does business online, is the licence number and other identification prominently displayed at the top of the introductory page of the website?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	HCCPR 13(3) – Is the HCCG’s licence number included in all visual advertisements and representations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	HCCPR 14 – Is the HCCG carrying on business only in the name on their issued licence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROHIBITED PRACTICES				
10	BPCPA 112.17 – HCCG did not charge more than the rate (60%) in section 347 of the Criminal Code?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	HIGH-COST CREDIT PRODUCT INSPECTION REPORT	Y	N	N/A
12	BPCPA 112.18(a) – The HCCG did not charge any amount that was not disclosed in the agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	BPCPA 112.18(b) – The HCCG did not charge any amount that exceeded the amount disclosed in the agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	BPCPA 112.18(c) – The HCCG did not charge any amount for cancellation of a loan high-cost credit product under BPCPA 112.20?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	BPCPA 112.18(d) – The HCCG did not charge any amount for making a payment before it is due under the agreement or for repayment of a high-cost credit product before the end of the term?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	BPCPA 112.18(e) – The HCCG did not charge any fee to refinance or change the terms of a high-cost credit agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	BPCPA 112.18(f) – The HCCG did not charge any other prescribed fee, penalty, or other amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	BPCPA 112.19(a) – The HCCG did not discount the principal amount of a high-cost credit product by deducting or withholding an amount from any principal advance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	BPCPA 112.22(a) – Did the HCCG ensure there was no offer or promise to give, directly or indirectly, any prize or reward as an incentive to enter into, or for having entered into, a high-cost credit agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	BPCPA 112.22(b) – Did the HCCG ensure it did not state or imply that a high-cost credit product will improve the borrower's credit rating if it will not do so?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	BPCPA 112.23(1)(2) – Did the HCCG ensure it did not require, request or accept an assignment of wages from the borrower?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	BPCPA 112.29 – Is the HCCG not requiring personal information for purposes other than arranging a high-cost credit agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	HIGH-COST CREDIT PRODUCT INSPECTION REPORT	Y	N	N/A
HIGH-COST CREDIT AGREEMENTS				
24	BPCPA 112.20(6) – If a HCCG has had a borrower cancel a high-cost credit product, did the HCCG give the borrower a receipt for any amount required to be refunded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	BPCPA 112.21(1) – Were all high-cost credit agreements signed and dated by the borrowers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	BPCPA 112.21(2)(a)(i) – Did the HCCG ensure high-cost credit agreements included the HCCG’s name and, if different, the name under which the HCCG carries on business?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	BPCPA 112.21(2)(a)(ii) – Did the HCCG ensure high-cost credit agreements included business address and, if different, the HCCG’s mailing address?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	BPCPA 112.21(2)(a)(iii) – Did the HCCG ensure high-cost credit agreements included the licence number, telephone number and, if the HCCG has a fax number or email address, that fax number or email address?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	BPCPA 112.21(2)(b) – Did all high-cost credit agreements include the borrower’s name?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	BPCPA 112.21(2)(c) – Did all high-cost credit agreements include the date of the agreement and dates of advances if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31	BPCPA 112.21(2)(e) – Did all high-cost credit agreements include a statement of the type of high-cost credit product?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32	BPCPA 112.21(2)(f) – Did all the high-cost credit agreements include the principal amount or the funds available? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33	BPCPA 112.21(2)(g) – Did all high-cost credit agreements include the terms of the agreement and the dates on which each payment is due? (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34	BPCPA 112.21(2)(h)(i) – Did all high-cost credit agreements include each method by which the borrower may access funds for each transfer or advance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35	BPCPA 112.21(2)(h)(ii) – Did all high-cost credit agreements include the date or dates on which the first and any other transfers or advances to the borrower will be made? (If applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	HIGH-COST CREDIT PRODUCT INSPECTION REPORT	Y	N	N/A
36	BPCPA 112.21(2)(h)(iii) – Did all high-cost credit agreements the amount of any funds transferred or advanced, on each transfer or advance, to the borrower? (If applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37	BPCPA 112.21(2)(h)(iv) – If applicable, did the all the high-cost credit agreements include, the cost of each method of accessing the funds on each transfer or advance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38	BPCPA 112.21(2)(i)(i) – If the HCCG advances or transfers the funds to the borrower by means of a cash card, did all the high-cost credit agreements include the date and time the cash card was issued to the borrowers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39	BPCPA 112.21(i)(ii) – If the HCCG advances or transfers the funds to the borrower by means of a cash card, did all the high-cost credit agreements include the amount of credit available on all cash cards issued to the borrower?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40	BPCPA 112.21(i)(iii) – If the HCCG advances funds by cash card, did all the high-cost credit agreements include a statement that third party service provider charges may apply for use of the card?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	BPCPA 112.21(i)(iv) – If the HCCG advances or transfers the funds to the borrower by means of a cash card, did all the high-cost credit agreements include the expiration date of the cash card, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	BPCPA 112.21(2)(j) – Did all the high-cost credit agreements include all charges or amounts subject to interest and detailed description of the interest rate calculation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	BPCPA 112.21(2)(l) – Did all the high-cost credit agreements include the annual interest rate(AIR) or, applicable the annual percentage rate (APR)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	BPCPA 112.21(2)(m)(i)(ii) – Did all the high-cost credit agreements include the dollar amount of the total cost of credit or, if applicable, the maximum charges to be paid if repayment is made within the prescribed time period?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45	BPCPA 112.21(2)(n) – Did all the high-cost credit agreements include all amounts that will and may be payable by the borrower?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46	BPCPA 112.21(2)(o) – Did all the high-cost credit agreements include how amounts referred to in paragraph (n) are payable and what will occur upon failure to pay?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	HIGH-COST CREDIT PRODUCT INSPECTION REPORT	Y	N	N/A
47	BPCPA 112.21(2)(p) – Did all the high-cost credit agreements include how each payment will be applied to the accumulated cost of credit and the principal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48	BPCPA 112.21(q) – Did all the high-cost credit agreements include the borrowers right to make prepayments under section 112.25?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49	BPCPA 112.21(r) – Did all the high-cost credit agreements include any security interest that is required by the borrower?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50	BPCPA 112.21(s) – Did all the high-cost credit agreements include any grace period and conditions if any required to benefit from the grace period?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51	BPCPA 112.21(t)(i) – Did all the high-cost credit agreements include what default charges or penalties will or may be payable by the borrower if the borrower fails to make a payment when it becomes due?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52	BPCPA 112.21(t)(ii) – Did all the high-cost credit agreements include how and when the terms and conditions of the all the high-cost credit agreements will or may be affected by the missed payment if the borrower fails to make a payment when it becomes due?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53	BPCPA 112.21(t)(iii) – Did all the high-cost credit agreements include what will or may happen to any collateral or security if the borrower fails to make a payment when it becomes due?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
54	BPCPA 112.21(u) – Did all the high-cost credit agreements include the circumstances will demand payment in full?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
55	BPCPA 112.21(v) – Did all the high-cost credit agreements include each good or service that must be purchased, how to purchase, why it is required, and how much it costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56	BPCPA 112.21(w) – Did all the high-cost credit agreements include the amounts and payment dates for optional products purchased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
57	BPCPA 112.21(x) – Did all the high-cost credit agreements include the conditions where a borrower may terminate an optional product under section 112.21(w)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
58	BPCPA 112.21(y) – Did all the high-cost credit agreements include the circumstances where creditor will cancel the agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
59	BPCPA 112.21(z) – Did all the high-cost credit agreements include the rights of cancellation under section 112.20, including how to exercise them, and the dates by which they may be exercised?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	HIGH-COST CREDIT PRODUCT INSPECTION REPORT	Y	N	N/A
60	BPCPA 112.21(z.1) – Did all the high-cost credit agreements include a statement of remedies available under section 112.31?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
61	BPCPA 112.21(z.2) – Did all the high-cost credit agreements include any other information prescribed by regulations (See HCCPR 22)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
62	BPCPA 112.21(3) – Was the information required under section 112.21(2) BPCPA written in a clear and comprehensible manner and meet any other prescribed criteria?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – Did the HCCG review and require the borrower to initial a statement of the type of high-cost credit product for all high-cost credit agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
64	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – Did the HCCG review and require the borrower to initial for the disclosed principal amount or, if applicable, the funds available for all the high-cost credit agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
65	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – Did the HCCG review and require the borrower to initial the disclosed term of all the high-cost credit agreements and the dates on which each payment is due, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
66	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – For all High-Cost Credit Agreements, Did the HCCG review and require the borrower to initial the disclosure for the annual interest rate and if applicable the APR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – For all High-Cost Credit Agreements, did the HCCG review and require the borrower to initial the disclosure for total cost of credit (in dollar amount) or the maximum cost to be charged under an open credit agreement if repaid in prescribed time period?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
68	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – For all High-Cost Credit Agreements, did the borrower initial the disclosure about what default charges or penalties will or may be payable by the borrower if the borrower fails to make a payment when it becomes due?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – For all High-Cost Credit Agreements, did the borrower initial the disclosure of how and when the terms and conditions of the HCCA will be affected if the borrower fails to make a payment when it becomes due?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – For all High-Cost Credit Agreements, did the HCCG require the borrower to initial the disclosure about what will or may happen to any collateral or security if the borrower fails to make a payment when it becomes due?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71	BPCPA 112.21(4)(a)(b) / HCCPR 23(a) – Did the borrower initial the rights of cancellation under section 112.20, including how to exercise them, and the dates by which they may be exercised?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	HIGH-COST CREDIT PRODUCT INSPECTION REPORT	Y	N	N/A
HIGH-COST CREDIT AGREEMENTS				
72	BPCPA 112.21(4)(a)(b) / HCCPR 23(b) – If applicable, did the HCCG review with the borrower the total cost of any optional product as described in section 22 (a) and (b) of the HCCPR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
73	BPCPA 112.19(b) – For all High-Cost Credit Agreements, did he HCCG not draw an amount representing any portion of the total cost of credit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
74	BPCPA 112.24(a) – For all High-Cost Credit Agreements, (if applicable) were all cheques or pre-authorized debits to be made from a borrower, made payable to the HCCG directly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
75	BPCPA 112.24(b) – If applicable, did the HCCG state the frequency of payments to be made to the HCCG by any cheque or pre-authorized debit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
76	BPCPA 112.25(1) – Were all High-Cost Credit Agreements free from provisions that stop the borrowers from repaying the full balance owing or any amount, whether full or partial, before its due under the agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
77	BPCPA 112.26 – The HCCG did not collect or attempt to collection a payment before the date that payment is due under all High-Cost Credit Agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
78	BPCPA 112.27(1) – Did the HCCG make no more than one attempt to process a regularly scheduled repayment under all High-Cost Credit Agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
79	BPCPA 112.27(2)(b) – If the HCCG made more than one attempt to process a scheduled payment was it made within 30 days of the HCCG receiving notice that the first payment was dishonored?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80	BPCPA 112.27(2)(a) – If the HCCG made more than one attempt to process a scheduled payment, was it for the same amount as the first attempt?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
81	BPCPA 112.28 – (1)(2)(3) Did the high-cost credit HCCG ensure banking information was provided and used only for the purposes of pre-authorized debits for the repayment of a high-cost credit product?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
82	BPCPA 112.30(1) – Was the borrower entitled to be paid, in cash, the amount of credit remaining on the cash card if the High-Cost Credit Product has been repaid and the card has expired, or was otherwise prescribed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
83	BPCPA 112.30(2) – If applicable, Was the borrower provided with a receipt for the cash card payment under section 112.30(1)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	HIGH-COST CREDIT PRODUCT INSPECTION REPORT	Y	N	N/A
84	BPCPA 112.30(3) – If applicable, on return of a cash card, did the HCCG provide the borrower with a receipt with the amount paid by the borrower?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
85	HCCPR 20(a) – If the HCCG uses electronic methods for providing a principal amount under High-Cost Credit Agreements, is there an option to make repayment by an electronic method?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
86	HCCPR 24 – If applicable, did the HCCG provide written confirmation of cancellation of optional products purchased by a borrower?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
87	BPCPA 112.25(2) / HCCPR 25(a) – Did the HCCG provide a receipt for repayments which contained the repayment date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
88	BPCPA 112.25(2) / HCCPR 25(b) – Did the HCCG provide a receipt for repayment which contained the amount repaid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
89	BPCPA 112.25(2) / HCCPR 25(c) – Did the HCCG provide a receipt for repayment which contained the amount of the repayment applied to interest, the principal, and to any charges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
90	BPCPA 112.25(2) / HCCPR 25(d) – Did the HCCG provide a receipt for repayment which contained the balance owing under the High-Cost Credit Agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
91	BPCPA 112.25(2) / HCCPR 25(e) – Did the HCCG provide a receipt for repayment which contained any changes to the repayment schedule because of that repayment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
92	BPCPA 112.25(2) / HCCPR 25(f) – Did the HCCG provide a receipt for repayments which contained the date and amount of the next scheduled payment to be made under any High-Cost Credit Agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RECORDS				
93	HCCPR 16(1)(a) – Did the HCCG submit a notice of change for the address of the location from which they conduct business to the Director within 14 days of the change occurring?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
94	HCCPR 16(1)(b)(i)(ii) - Did the HCCG submit the Director a notice for all changes to senior officers *(or change of ownership if they are a corporation) within 14 days of the change occurring?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
95	HCCPR 16(2) – Did the HCCG submit a copy of any revised document required under section 10(1)(f) to the director within 14 days of the change occurring?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
96	HCCPR 17 – Did the HCCG retain all required documents for a period of 3 years from the date of last payment made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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