



**CONSUMER
PROTECTION BC**



Inspection Guide

Funeral service providers

Table of Contents

Introduction	3
Background: our responsibilities	3
The role of Consumer Protection BC	3
The role of the licensee.....	4
Inspection process	4
Scheduling and notification	4
Authority to inspect	4
Conclusion of inspection & Post Inspection Letter	4
Enforcement	5
What will be inspected	6
Documents and records.....	6
Appendix - Inspection Checklist.....	7

Introduction

Consumer Protection BC is responsible for the administration and enforcement of the *Business Practices and Consumer Protection Act* (BPCPA), the *Cremation Interment and Funeral Services Act* (CIFSA), the *Motion Picture Act* (MPA), the *Ticket Sales Act* (TSA), 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 funeral services in the Province of British Columbia.

This guide has been prepared to better inform and educate funeral service providers 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 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 license, 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, MPA and TSA allows for an inspector to enter a business at any reasonable time to determine compliance with the law, conditions on a license, the suitability of a licensee or an applicant for a license.

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 premises, 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 & Post Inspection Letter

Once the inspection is complete, the inspector may discuss any non-compliance identified during the inspection at this time. 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 a Post Inspection Letter (PIL) detailing the results of the inspection will be uploaded to your My Account set up with Consumer Protection BC.

In order to receive the PIL, you must have your My Account set up. If your email is not entered into the My Account, you will not receive the PIL 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.

The PIL 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 PIL.

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 an enforcement hearing, they will notify you of these alleged contraventions in the PIL issued after the inspection. The inspector will also prepare a Report to the Director (RD) document for the Director. A copy of the RD will also be sent to you. The RD will identify the allegation(s) proceeding to an 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 allegation(s) made in the RD. A decision-maker will then decide whether the allegation(s) 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.

¹ See Appendix – Inspection Checklist

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 license, 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 license 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 - Inspection Checklist

The following are the 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.

 CONSUMER PROTECTION BC		Licence #: _____		
		Date of inspection: _____		
Question	FUNERAL SERVICE PROVIDER INSPECTION REPORT	Y	N	N/A
REPORTING CHANGES				
1	CIFSR s. 16(a) - If a corporation, has the funeral provider reported, in writing to the Director, a change in the senior officers of the corporation within 14 days of the change occurring?	☐	☐	☐
2	CIFSR s. 16(b) - If a corporation, has the funeral provider reported, in writing to the Director, a material change in the beneficial ownership of shares of the corporation within 14 days of the change occurring?	☐	☐	☐
LICENSES				
3	CIFSR s. 41(a) - Is the funeral provider displaying in a conspicuous location in the place of business, that is accessible to members of the public, the licence for the funeral provider?	☐	☐	☐
4	CIFSR s. 41(b) - Is the funeral provider displaying in a conspicuous location in the place of business, that is accessible to members of the public, the licence for each embalmer, funeral director or apprentice to an embalmer or funeral director who is employed by or performs services for the funeral provider under contract?	☐	☐	☐
PRICE LIST				
5	BPCPA s. 31(2)(a) - Is the funeral provider displaying their price list in a place on the business premises that is accessible to members of the public?	☐	☐	☐
6	BPCPA s. 31(2)(b) - Can the funeral provider give a copy of its price list on request?	☐	☐	☐
7	BPCPA s. 31(1) - Does the funeral providers price list contain all required information, including the price list's effective date and the name and address of the funeral provider [subsections (a) - (f)]?	☐	☐	☐
OBLIGATIONS				

8	CIFSR s. 33(3) - Is the funeral provider ensuring that the location at which the funeral provider carries on business is separated from other business premises and has a private entrance from the street or the public area?	☐	☐	☐
9	CIFSR s. 33(1)(b) - Is the funeral provider employing at least one funeral director, unless the funeral provider is a funeral director?	☐	☐	☐
10	CIFSR s. 33(1)(c) - Is the funeral provider employing or contracting with an embalmer, unless the funeral provider is an embalmer?	☐	☐	☐
11	If the funeral provider contracts with an embalmer, list the (i) name and (ii) licence number for those embalmers the funeral provider contracts with:			
12	CIFSR s. 33(1)(a) - Is the funeral provider maintaining public liability insurance?	☐	☐	☐
13	List (i) the name of the insurance company and (ii) the dollar amount of the policy:			
14	CIFSR s. 33(1)(d) - Does the funeral provider have refrigeration, acceptable to the Director, for the storage of human remains?	☐	☐	☐
15	If the licensee has no refrigeration onsite list the (i) licence number(s) of those funeral providers the licensee uses for refrigeration:			
FACILITY REQUIREMENTS				
16	CIFSR s. 32(1) - Is the funeral provider ensuring that any meeting with one or more customers or potential customers occurs in a separate room that is private and suitable for the purpose of discussing funeral services?	☐	☐	☐
17	CIFSR s. 32(2)(b) - Was the room used for the care and preparation of human remains clearly labeled from the outside to prohibit unauthorized access?	☐	☐	☐
18	CIFSR s. 32(2)(a) - Was the room used for the care and preparation of human remains at least 11 square metres in size?	☐	☐	☐
19	CIFSR s. 32(2)(c) - Was the room used for the care and preparation of human remains well lit and mechanically ventilated to the outside of the building?	☐	☐	☐
20	CIFSR s. 32(2)(d) - Was the room used for the care and preparation of human remains capable of being easily disinfected?	☐	☐	☐
21	CIFSR s. 32(2)(g) - Did the room used for the care and preparation of human remains contain a holding table or examining table that is capable of being disinfected easily?	☐	☐	☐
22	CIFSR s. 32(2)(e) - Were the surfaces of the room used for the care and preparation of human remains composed of non-porous materials that are capable of preventing fluids from soaking into them?	☐	☐	☐
23	CIFSR s. 32(2)(h) - Did the room used for the care and preparation of human remains contain a sink that has hot and cold running water?	☐	☐	☐

24	CIFSR s. 32(2)(i) - Did the room used for the care and preparation of human remains have a vacuum breaker on each water supply for each station in the room?	☐	☐	☐
25	CIFSR s. 32(2)(f) - Was the room used for the care and preparation of human remains equipped with a first aid kit?	☐	☐	☐
26	CIFSR s. 32(2)(j) - Did the room used for the care and preparation of human remains contain storage facilities for equipment and supplies?	☐	☐	☐
27	CIFSR s. 32(2)(m) - Did the room used for the care and preparation of human remains contain disinfectants, germicidal soap, paper towels, a pail and mop, and detergent?	☐	☐	☐
28	CIFSR s. 32(2)(l) - Did the room used for the care and preparation of human remains contain sheets or towels?	☐	☐	☐
29	CIFSR s. 32(2)(k) - Did the room used for the care and preparation of human remains contain enough, protective eyewear and disposable protective covering for hands, body and feet for each person who works in the room?	☐	☐	☐
30	CIFSR s. 32(3)(c) - Was the room used to disinfect, preserve or restore human remains, equipped with supplies necessary for the disinfection, preservation and restoration of human remains?	☐	☐	☐
31	CIFSR s. 32(3)(a) - Was the room used to disinfect, preserve or restore human remains, equipped with a second sink, or if a single sink was only available, did it have two compartments?	☐	☐	☐
32	CIFSR s. 32(3)(d) - Was the room used to disinfect, preserve or restore human remains, equipped with sanitary drains for the disposal of bodily fluids and embalming fluids, that are equipped with splash guards and a backflow valve?	☐	☐	☐
33	CIFSR s. 32(3)(b) - Was the room used to disinfect, preserve or restore human remains, equipped with a continuous flow eyewash facility with a minimum duration of 15 minutes?	☐	☐	☐
RESPECTFUL HANDLING				
34	CIFSR s. 2 - If applicable, were the human remains in possession of the funeral provider being handled in a respectful manner?	☐	☐	☐
VEHICLES				
35	CIFSR s. 5(1) - Are the vehicle(s) used to transport human remains (a) used primarily for that purpose, (b) kept in a sanitary condition, (c) of an adequate size, (d) have only the permitted advertising, and (e) capable of transferring the container out of public view?	☐	☐	☐
CONTAINERS				
36	CIFSR s. 34(1) - Is the funeral provider maintaining and making available to the public, a book, brochure, internet site or other written or electronic information that (a) shows in a clear and comprehensive manner the entire product line of containers that the funeral provider offers for sale, and (b)	☐	☐	☐

	includes a photograph or drawing of each container, the make and model number of each container and the price for each container?			
37	CIFSR s. 34(2)(b) - If applicable, is the funeral provider including in the display room or area a minimum of (i) six different containers, (ii), full or partial replicas of six different containers, or (iii) a combination of containers and models of containers representing six different containers?	☐	☐	☐
38	CIFSR s. 34(3) - If applicable, is the funeral provider ensuring that for each container and model of a container in the display room or area, the price of the container is clearly set out and is affixed to the container?	☐	☐	☐
39	CIFSR s. 34(2)(a) - If applicable, is the funeral provider including in the display room or area the funeral provider's lowest-priced container, or a full or partial replica of the lowest-priced container?	☐	☐	☐
APPRENTICES				
40	If applicable, list the (i) name and (ii) licence number of each apprentice funeral director and/or apprentice embalmer employed by the funeral provider:			
41	CIFSA s. 55(6) & CIFSR s. 37(2)(a) - If the apprentice funeral director has completed under 1,800 hours of practical training or negotiated, entered into and administered fewer than 25 funeral contracts, is a licensed funeral director (i) present at the time the apprentice is assisting with or performing the functions of a funeral director, and (ii) observing and guiding the assistance with or performance of those functions?	☐	☐	☐
42	CIFSA s. 55(6) & CIFSR s. 37(2)(b) - If the apprentice funeral director has completed 1,800 or more hours of practical training or negotiated, entered into and administered 25 or more funeral contracts, is a licensed funeral director available so the apprentice has access to, and may readily communicate with that funeral director while assisting with or performing the functions of a funeral director?	☐	☐	☐
43	CIFSA s. 55(6) & CIFSR s. 37(2.1)(a) - If the apprentice embalmer has completed fewer than 25 embalmings, is a licensed embalmer (i) present at the time the apprentice is assisting with or performing the functions of an embalmer, and (ii) observing and guiding the assistance with or performance of those functions?	☐	☐	☐
44	CIFSA s. 55(6) & CIFSR s. 37(2.1)(b) - If the apprentice embalmer has completed 25 or more embalmings, is a licensed embalmer available so the apprentice has access to, and may readily communicate with that embalmer while assisting with or performing the functions of an embalmer?	☐	☐	☐
DISCLOSURE REQUIREMENTS				
45	BPCPA s. 18.3(1) - Is the supplier disclosing to the consumer the required information prior to a contract being entered into?	☐	☐	☐
46	BPCPA s. 18.3(2) - Is the disclosure of information being provided without charge to the consumer and without conditions?	☐	☐	☐

47	BPCPA s. 18.3(3) - At the time of disclosing the required information, has the supplier (a) provided the consumer with an express opportunity to view the entire contract, and (b) if requested by the consumer, promptly provide a copy of the contract to the consumer?	☐	☐	☐
CONSUMER CONTRACTS				
Preneed Funeral Services Contract (BPCPA s.48 requirements only apply if a Distance Sales Contract has been executed)				
48	CCR s. 10 - Has the supplier submitted a preneed report to the Director for the previous fiscal year, or for the period specified by the Director?	☐	☐	☐
49	BPCPA s. 18.2(a) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include the supplier's name and registered DBA?	☐	☐	☐
50	BPCPA s. 48(2)(b) if applicable - Does each preneed funeral services contract contain the consumer's name?	☐	☐	☐
51	BPCPA s. 18.2(c) or BPCPA s. 48(2)(c) as applicable - Does each preneed funeral services contract include the date the contract was entered into?	☐	☐	☐
52	BPCPA s. 18.2(d) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include a detailed description of the goods or services to be supplied under the contract?	☐	☐	☐
53	BPCPA s. 18.2(e) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include the supplier's delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer?	☐	☐	☐
54	BPCPA s. 18.2(f) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include, if the goods or services are not supplied on the date the contract is entered into, (i) the supply date, and (ii) if applicable, the date on which the supply of the goods or services will be complete?	☐	☐	☐
55	BPCPA s. 18.2(g) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include an itemized purchase price for the goods or services to be supplied?	☐	☐	☐
56	BPCPA s. 18.2(h) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include the nature and amount of other costs payable by the consumer that can reasonably be determined by the supplier, such as taxes?	☐	☐	☐
57	BPCPA s. 18.2(i) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include the nature of other costs payable by the consumer that cannot reasonably be determined by the supplier, such as custom duties?	☐	☐	☐
58	BPCPA s. 18.2(j) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include the currency in which the amounts are payable, if amounts owing under the contract are payable in a currency other than Canadian currency?	☐	☐	☐

59	BPCPA s. 18.2(k) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include a detailed statement of the terms of payment under the contract and, if the contract provides for periodic payments, the amount of each of the periodic payments?	☐	☐	☐
60	BPCPA s. 18.2(l) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include the total price under the contract?	☐	☐	☐
61	BPCPA s. 18.2(o) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include any promotional offers that apply to the contract, including (i) the conditions required to qualify for the offer, (ii) the terms and duration of the offer, and (iii) the contract terms that apply when the offer expires?	☐	☐	☐
62	BPCPA s. 18.2(p) or BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include information about any other restrictions, limitations, terms or conditions that apply or may apply to the supply of the goods or services?	☐	☐	☐
63	BPCPA s. 18.2(q) & BPCPA s. 48(2)(a) as applicable - Does each preneed funeral services contract include information about the supplier's return, exchange, cancellation and refund policies?	☐	☐	☐
64	BPCPA s. 36(1)(c) - If the funeral provider charges a storage fee for storing cremated remains, does each preneed funeral services contract contain (i) the fee charged by the funeral provider, and (ii) a statement that no fee is charged until 60 days after the date of cremation?	☐	☐	☐
65	BPCPA s. 36(1)(d) - Does each preneed funeral services contract provide a space for the written acknowledgement by the consumer that the consumer has received the information required by BPCPA s. 35 to be disclosed?	☐	☐	☐
66	BPCPA s. 14.2(1) - Has the supplier ensured they do not include in a consumer contract a term or acknowledgment that prohibits or has the effect of prohibiting a consumer from posting on the internet, or otherwise communicating, a review by the consumer of (a) the goods or services that are the subject of the contract, or (b) the consumer transaction?	☐	☐	☐
67	BPCPA s. 14.3(1) - Has the supplier ensured they do not include in a consumer contract a dispute resolution term or acknowledgment or a class proceeding term or acknowledgment?	☐	☐	☐
68	BPCPA s. 36(2) - Did the funeral provider give a copy of the preneed funeral services contract to the consumer within 15 days after the contract is entered into?	☐	☐	☐
Trust Funded Preneed Funeral Services Contracts				
69	BPCPA s. 36(1)(b)(i) - Does each preneed funeral services contract contain the portion of the price paid by the consumer that will be refunded if the contract is cancelled?	☐	☐	☐
70	BPCPA s. 36(1)(b)(ii) - Does each preneed funeral services contract contain the name of the savings institution that is the trustee of the preneed trust account?	☐	☐	☐

71	BPCPA s. 36(1)(b)(iii) - Does each preneed funeral services contract contain information respecting the administration of the preneed trust account, including information respecting the investment of money in the account?	☐	☐	☐
Preneed Trust Account				
72	List the savings institution that is the current trustee of the preneed trust account.			
73	List the address for that savings institution.			
74	List the account number for the preneed trust account.			
75	List the balance of the preneed trust account for the previous month ending.			
76	If the funeral provider deducts an amount for selling expenses, list the percentage of funds the funeral provider retains for each preneed cemetery services contract.			
77	BPCPA s. 40(3) - Were all monies received under a trust funded preneed funeral services contract, that were not a deduction for selling expenses, deposited into a preneed interim account or a preneed trust account within 5 days of receipt?	☐	☐	☐
78	BPCPA s. 40(4)(a) - If the funeral provider deposited money into a preneed interim account, did the supplier retain in that account, the money, plus, all interest received in relation to that money during the period in which that money was held in the interim account?	☐	☐	☐
79	BPCPA s. 40(4)(b) - If the funeral provider deposited money into a preneed interim account, did the supplier transfer (i) any of the money and related interest, that is not a deduction for selling expenses, to a preneed trust account within 21 days, and (ii) out of the preneed interim account any of the money that is a deduction for selling expenses?	☐	☐	☐
80	BPCPA s. 40(5) - Does the funeral provider ensure they deduct no more than 20% of the amount of money received under the preneed funeral services contract for selling expenses?	☐	☐	☐
81	Does the funeral provider retain the selling expense amount (i) prior to depositing the funds into a preneed trust account, or (ii) at the time the services are required or the preneed funeral services contract is cancelled?			
82	BPCPA s. 40(10)(a) - Is the funeral provider giving notice to the consumer within 15 days of the first time that money is deposited or transferred into the preneed trust account?	☐	☐	☐
Funeral Contracts (BPCPA s.48 requirements only apply if a Distance Sales Contract has been executed)				
83	BPCPA s. 18.2(a) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include the supplier's name and registered DBA?	☐	☐	☐
84	BPCPA s. 18.2(c) or BPCPA s. 48(2)(c) as applicable - Does each funeral contract include the date the contract was entered into?	☐	☐	☐

85	BPCPA s. 18.2(d) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include a detailed description of the goods or services to be supplied under the contract?	☐	☐	☐
86	BPCPA s. 18.2(e) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include the supplier's delivery arrangements, if applicable, including the mode of transportation and the place of delivery to the consumer?	☐	☐	☐
87	BPCPA s. 18.2(f) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include, if the goods or services are not supplied on the date the contract is entered into, (i) the supply date, and (ii) if applicable, the date on which the supply of the goods or services will be complete?	☐	☐	☐
88	BPCPA s. 18.2(g) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include an itemized purchase price for the goods or services to be supplied?	☐	☐	☐
89	BPCPA s. 18.2(h) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include the nature and amount of other costs payable by the consumer that can reasonably be determined by the supplier, such as taxes?	☐	☐	☐
90	BPCPA s. 18.2(i) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include the nature of other costs payable by the consumer that cannot reasonably be determined by the supplier, such as custom duties?	☐	☐	☐
91	BPCPA s. 18.2(j) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include the currency in which the amounts are payable, if amounts owing under the contract are payable in a currency other than Canadian currency?	☐	☐	☐
92	BPCPA s. 18.2(k) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include a detailed statement of the terms of payment under the contract and, if the contract provides for periodic payments, the amount of each of the periodic payments?	☐	☐	☐
93	BPCPA s. 18.2(l) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include the total price under the contract?	☐	☐	☐
94	BPCPA s. 18.2(o) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include any promotional offers that apply to the contract, including (i) the conditions required to qualify for the offer, (ii) the terms and duration of the offer, and (iii) the contract terms that apply when the offer expires?	☐	☐	☐
95	BPCPA s. 18.2(p) or BPCPA s. 48(2)(a) as applicable - Does each funeral contract include information about any other restrictions, limitations, terms or conditions that apply or may apply to the supply of the goods or services?	☐	☐	☐
96	BPCPA s. 18.2(q) & BPCPA s. 48(2)(a) as applicable - Does each funeral contract include information about the supplier's return, exchange, cancellation and refund policies?	☐	☐	☐
97	BPCPA s. 34(1)(b)(i) - Does each funeral contract contain the name and address of the consumer?	☐	☐	☐

98	BPCPA s. 34(1)(b)(ii) - Does each funeral contract contain the name and address of the deceased person or stillborn infant?	☐	☐	☐
99	BPCPA s. 34(1)(b)(iii) - Does each funeral contract contain the name and address of the person who has the right to control the disposition of the human remains or cremated remains?	☐	☐	☐
100	BPCPA s. 34(1)(b)(iv) - Does each funeral contract contain the name and address of the funeral director?	☐	☐	☐
101	CIFSA s. 55(1) - Were all funeral contracts executed by the funeral provider signed by a funeral director?	☐	☐	☐
102	BPCPA s. 34(1)(c) - Does each funeral contract contain the address where the human remains will be sheltered pending disposition?	☐	☐	☐
103	BPCPA s. 34(1)(d) - Does each funeral contract contain a statement that embalming is not a legal requirement but may be required in some cases and, if embalming is required, provide a space for the written acknowledgement of that service by the consumer?	☐	☐	☐
104	BPCPA s. 34(1)(e) - If the funeral provider charges a storage fee for storing cremated remains, does each funeral contract contain (i) the fee charged by the funeral provider, and (ii) a statement that no fee is charged until 60 days after the date of cremation?	☐	☐	☐
105	BPCPA s. 14.2(1) - Has the supplier ensured they do not include in a consumer contract a term or acknowledgment that prohibits or has the effect of prohibiting a consumer from posting on the internet, or otherwise communicating, a review by the consumer of (a) the goods or services that are the subject of the contract, or (b) the consumer transaction?	☐	☐	☐
106	BPCPA s. 14.3(1) - Has the supplier ensured they do not include in a consumer contract a dispute resolution term or acknowledgment or a class proceeding term or acknowledgment?	☐	☐	☐
107	BPCPA s. 34(2) - Did the supplier give a copy of the funeral contract to the consumer at the time the contract is entered into?	☐	☐	☐
Licensing Requirement				
108	Does each funeral contract contain the statement regarding the payment of the administrative fee for deaths registered by the funeral provider?	☐	☐	☐
RECORDS				
109	CIFSA s. 3 & CIFSR s. 43(1)(a) - Does the funeral provider keep a record of each funeral service provided by the funeral provider that includes the name of the deceased?	☐	☐	☐
110	CIFSA s. 3 & CIFSR s. 43(1)(b) - Does the funeral provider keep a record of each funeral service provided by the funeral provider that includes the date and place of interment, if the human remains were interred?	☐	☐	☐
111	CIFSA s. 3 & CIFSR s. 43(1)(c) - Does the funeral provider keep a record of each funeral service provided by the funeral provider that includes the date	☐	☐	☐

	and place of cremation and the disposition of the cremated remains, if the human remains were cremated?			
112	CIFSA s. 3 & CFSR s. 43(1)(d) - Does the funeral provider keep a record of each funeral service provided by the funeral provider that includes the name and mailing address of a person who had a kinship relationship with the deceased?	☐	☐	☐
113	CIFSA s. 3 & CFSR s. 43(1)(e) - Does the funeral provider keep a record of each funeral service provided by the funeral provider that includes (i) a copy of the written authorization required under CIFSA s. 8(1) from the person who had the right to control the disposition of human remains and (ii) the address of the person who gave the authorization?	☐	☐	☐
114	CIFSA s. 3 & CFSR s. 43(1)(f) - Does the funeral provider keep a record of each funeral service provided by the funeral provider that includes a copy of the burial permit for the burial of the human remains, if applicable?	☐	☐	☐
115	CIFSA s. 3 & CFSR s. 43(2) - Is the funeral provider (a) maintaining, at business premises in British Columbia, a copy of every preneed funeral services contract entered into by that funeral provider, and (b) ensuring that the records of the money received and disbursed under all preneed funeral services contracts is able to be provided on request of the director?	☐	☐	☐
GENERAL REQUIREMENTS				
116	CFSR s. 11 - Is the funeral provider only carrying on business in British Columbia under its registered name or DBA?	☐	☐	☐
117	CFSR s. 12(1) - Is the funeral provider clearly stating their business address in all directories, and advertising and marketing materials?	☐	☐	☐
118	CFSR s. 12(2) - If applicable, is the funeral provider clearly stating in all contracts, business letterhead and advertising and marketing materials of the funeral provider, that it is owned wholly or in part by a public company?	☐	☐	☐
PROHIBITED PRACTICES & CHARGES				
119	CIFSA s. 11 - Has the funeral provider ensured they do not refuse to accept or handle compliant containers to enclose human remains that are provided by someone other than the funeral provider?	☐	☐	☐
120	BPCPA s. 33 - Has the funeral provider ensured they do not charge any fee or disbursement for using or handling a compliant container to enclose human remains that was provided by someone other than the funeral provider?	☐	☐	☐
121	CFSR s. 13 - Has the funeral provider ensured they do not charge for holding or storing cremated remains during the 60-day period following cremation?	☐	☐	☐
UNCLAIMED CREMATED REMAINS				
122	CFSR s. 8(1) - If the funeral provider has disposed of unclaimed cremated remains, has the funeral provider met all required conditions prior to doing so?	☐	☐	☐

123	If the funeral provider has disposed of unclaimed cremated remains, what was the most recent date and method of disposition.
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For more information about your obligations as a licensed business, our processes and our organization, please visit www.consumerprotectionbc.ca.