



**Ministry of Justice**

**AUXILIARY/RESERVE CONSTABLE PROGRAM**

**PROVINCIAL POLICY**

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**Ministry of Justice**

**AUXILIARY/RESERVE CONSTABLE PROGRAM**

**PROVINCIAL POLICY**

**Approved by:**  
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**Police Services Division**

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**1.0: Guiding policies for A/R programs**

<b>1.1</b>	<p><b>Purpose of the A/R program</b></p> <p>The purpose of the British Columbia’s A/R program is to strengthen community and police partnerships by providing an opportunity for citizen volunteers to perform authorized activities in support of strategies to address the causes of, or reduce the fear of, crime and disorder. (See also “Authorized Activities”.)</p>
<b>1.2</b>	<p><b>Mandate</b></p> <p>British Columbia’s Auxiliary Constables and Special Municipal (Reserve) Constables are volunteers under the command of the provincial police force or an independent municipal police department whose primary purpose is to participate in community policing service activities relating to public safety and crime prevention, on an unarmed basis, as authorized by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate, under the direct supervision of a police officer or under the general supervision of the detachment or department.</p> <p>At the discretion of the Commanding Officer RCMP “E” Division or Chief Constable, A/Rs may also be authorized to accompany regular police officers on general patrol duties, on an armed basis and under the direct supervision of a police officer.</p> <p>At the discretion of the Commanding Officer RCMP “E” Division or Chief Constable, A/Rs may also be authorized to receive additional training, including firearms training, in preparation to providing specific additional assistance to police in the circumstances of an emergency declared by a proclamation under the <i>Emergency Program Act</i> or in circumstances when the Commanding Officer RCMP “E” Division or Chief Constable determines that the mutual aid provisions of the <i>BC Police Act</i> are exhausted and are inadequate.</p>
<b>1.3</b>	<p><b>Required participation</b></p> <p>The required participation in an A/R program will be defined by the Commanding Officer RCMP “E” Division or Chief Constable.</p>
<b>1.4</b>	<p><b>Operational command of A/Rs</b></p> <p>A/Rs are under the operational command of the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.</p>
<b>1.5</b>	<p><b>Limitations on use of A/Rs</b></p> <ul style="list-style-type: none"> <li>(a) A/R activities must not replace police services provided by police officers;</li> <li>(b) police deployment shall not consider the availability of A/Rs as part of authorized strength; and</li> <li>(c) A/R “ride-a-longs” shall not be considered a two-police officer detail.</li> </ul>

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<b>1.6</b>	<p><b>Maximum complement of A/Rs</b></p> <p>A maximum complement of A/Rs supporting a police agency or detachment may be established by the Commanding Officer RCMP “E” Division or Chief Constable in consultation with the non-police managing partners. Non-police managing partners include the Province, local governments in RCMP contract jurisdictions and police that have approved and provide funding for local A/R programs.</p>
<b>1.7</b>	<p><b>Discretion to adopt structured (tiered) program</b></p> <p>Subject to consultation with the Province and local governments in RCMP contract jurisdictions or police boards which are managing partners of A/R programs, the Commanding Officer RCMP “E” Division or Chief Constable may adopt a structured (tiered) program, within which specific activities are grouped and which may have specific recruiting and training standards relating to specific program activities.</p>
<b>1.8</b>	<p><b>Definition of “supervision”</b></p> <p>(a) <i>“General supervision”</i> means:</p> <p>An A/R may perform specific activities, authorized by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate, and not inconsistent with this Regulation, without being under the direct supervision of a police officer. Under no circumstances, except in emergency situations, may an A/R take primary responsibility for any enforcement action while performing activities under general supervision.</p> <p>(b) <i>“Direct supervision”</i> means:</p> <p>One <u>or more</u> A/R accompanies one police officer and is supervised and directed by that police officer. <u>The number of A/Rs that are directly supervised by one police officer is as authorized by the Commanding Officer of “E” Division, the Chief Constable, or delegate.</u></p> <p>(c) <i>“Emergency Supervision”</i> means:</p> <p>In the circumstances of an emergency, the Commanding Officer RCMP “E” Division, Chief Constable, or delegate may authorize A/Rs to engage in specific policing activities without direct supervision. “Emergency” is defined as an emergency declared by a proclamation under the <i>Emergency Program Act</i> or in circumstances when the Commanding Officer RCMP “E” Division or Chief Constable determines that the mutual aid provisions of the <i>BC Police Act</i> are exhausted and are inadequate.</p>
<b>1.9</b>	<p>The Commanding Officer RCMP “E” Division, Chief Constable, or delegate, may authorize an A/R to perform authorized activities in another jurisdiction, under the general supervision of the other police agency or under the direct supervision of a police officer.</p>
<b>1.10</b>	<p>Police agencies are responsible to ensure that all A/Rs are advised of the content of the provincial and local agency A/R policy.</p>

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**2.0: Program funding**

<b>2.1</b>	Municipalities that are responsible to provide policing within the municipality, and which have authorized the RCMP to establish a local A/R program, will provide basic funding to support the local A/R program. The Province will provide an annual grant to municipalities in support of local A/R programs that have been approved and established.
<b>2.2</b>	The Province will provide basic funding to support local auxiliary constable programs approved and established at provincial RCMP detachments.
<b>2.3</b>	Police agencies may obtain additional funding from community sponsors and/or sponsors of special events and programs in respect of A/R participation in the delivery of police services at those events and programs.
<b>2.4</b>	Additional funding for A/R programs obtained from community sponsors must be used to support ongoing program activities as approved by the Commanding Officer RCMP "E" Division, Chief Constable, or delegate, in consultation with provincial and/or local government managing partners.
<b>2.5</b>	All funding provided to an A/R program from community or special event sponsors or from private sponsors must be reported to the program's managing partners and will be subject to audit.
<b>2.6</b>	A/R funding obtained from governments or other sponsors must not be used to pay remuneration to individual A/Rs for the performance of authorized A/R activities.
<b>2.7</b>	Additional funding paid on behalf of A/R participation in specific activities must be paid to the police agency and directed toward supporting the A/R program.

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**3.0: Employment status of A/R**

<b>3.1</b>	A/Rs are citizen volunteers and are NOT employees of the municipal police department, the RCMP, municipalities, or the Ministry of Justice. A/Rs are “deemed employees” of the Province <u>only for</u> the purpose of insurance and WorkSafe BC and NOT for any other purpose.
<b>3.2</b>	Individual A/Rs are NOT entitled to receive the benefits of employment negotiated for or granted to police officers.
<b>3.3</b>	Individual A/Rs are NOT employees and may be suspended or released from the program at any time, for any reason, by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.
<b>3.4</b>	Individual A/Rs must NOT be paid any remuneration for the performance of authorized program activities. (See also the policy on “Funding of A/R programs”.)

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**4.0: Peace officer status of A/Rs**

<b>4.1</b>	<p>An A/R performing authorized community policing and crime prevention activities under the general supervision of the police agency is restricted to the authority required to perform the specific activity unless called upon to render assistance to a police officer.</p> <p><b>Note:</b> A police officer who calls upon an A/R to render assistance assumes direct supervision of the A/R.</p>
<b>4.2</b>	<p>When not performing authorized A/R program activities in accordance with the mandate, an A/R does NOT have the authority of a peace officer unless called upon by a police officer who assumes direct supervision of the A/R.</p> <p>This does not detract from the authority and protection every individual is provided under the <i>Criminal Code of Canada</i>.</p>
<b>4.3</b>	<p>While not in the performance of regularly authorized A/R program activities, an A/R must not identify him/herself as an A/R for personal gain or enforcement purposes, or as having any authority greater than a citizen.</p>
<b>4.4</b>	<p>The Ministry of Justice or municipal police board responsible for appointing volunteers as A/Rs must issue a Certificate of Appointment, containing a description of the A/R mandate, any restrictions governing the terms of the appointment, and an expiry date (six years). The Certificate of Appointment will be issued after the candidate has successfully completed all required training and has been sworn in as an A/R.</p>
<b>4.5</b>	<p>During the performance of regularly authorized activities, an A/R must carry a police agency or Ministry of Justice issued identification card and produce that card upon request.</p>
<b>4.6</b>	<p>A/Rs are NOT police officers and at no time may an A/R identify him/herself as a police officer.</p>
<b>4.7</b>	<p>An A/R who wishes to identify him/herself as a peace officer, or as an Auxiliary or Reserve Constable, in open communications to the public and correspondence, can do so as an individual but must not speak on behalf of or represent him/herself as sanctioned by the RCMP, Municipal Chiefs or Police Services unless authorized by the Commanding Officer RCMP "E" Division, Chief Constable, Director of Police Services, or delegate. (See also "Section 20: Communications.")</p>
<b>4.8</b>	<p>The Commanding Officer RCMP "E" Division or Chief Constable may establish a rank structure within an A/R program. A/R rank title or insignia must be for administrative or ceremonial purposes only and must be used in conjunction with regular A/R insignia.</p>

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<b>4.9</b>	The Commanding Officer of RCMP “E” Division or Chief Constable may create A/R service awards, subject to A/R service awards being clearly distinguishable from the police service awards.
<b>4.10</b>	Failure to comply with the limitations on identification as a peace officer, or abuse of the limited A/R peace officer authority may result in suspension or release from an A/R program.

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**5.0: Application of Code of Conduct, discipline and public complaints process**

<b>5.1</b>	A/Rs are subject to the A/R Code of Conduct prescribed by the Minister of Justice and Attorney General. (See also “Section 24: A/R Constable Code of Conduct.”)
<b>5.2</b>	Discipline and public complaints about Reserve Constables is governed by The Reserve Constable Public Complaints Process established by the Chief Constable and approved by the Minister of Justice and Attorney General. (See also “Section 25: A/R Constable Public Complaints and Disciplinary Process.”)
<b>5.3</b>	Discipline and public complaints about auxiliary constables is governed by The Auxiliary Constable Public Complaints Process established by the Commanding Officer RCMP “E” Division and prescribed by the Minister of Justice and Attorney General. (See also “Section 25: A/R Constable Public Complaints and Disciplinary Process.”)



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**6.0: Liability and A/R access to counsel**

<b>6.1</b>	<p>A/Rs have the following protection from personal liability under section 21 of the <i>BC Police Act</i>:</p> <p>Personal liability</p> <p>21 (1) In this section, "police officer" means a person holding an appointment as a constable under this Act.</p> <p>(2) No action for damages lies against a police officer or any other person appointed under this Act for anything said or done or omitted to be said or done by him or her in the performance or intended performance of his or her duty or in the exercise of his or her power or for any alleged neglect or default in the performance or intended performance of his or her duty or exercise of his or her power.</p> <p>(3) Subsection (2) does not provide a defence if</p> <p>(a) the police officer or other person appointed under this Act has, in relation to the conduct that is the subject matter of action, been guilty of dishonesty, gross negligence or malicious or willful misconduct, or</p> <p>(b) the cause of action is libel or slander.</p>
<b>6.2</b>	<p>(4) Subsection (2) does not absolve any of the following from vicarious liability arising out of a tort committed by the constable or other person appointed under this Act for which the municipality, the regional district or the minister would have been liable had this section not been in force:</p> <p>(a) a municipality, in the case of a constable, or other person appointed under this Act, who is employed by a board on behalf of the municipality;</p> <p>(b) a regional district, in the case of an enforcement officer employed by it;</p> <p>(c) the minister, in a case to which section 11 applies.</p>
<b>6.3</b>	<p><b><u>Liability for Auxiliary Constables:</u></b></p> <p><i>BC Police Act</i>, section 11</p> <p>11 (1) The minister, on behalf of the government, is jointly and severally liable for torts committed by</p> <p>(a) provincial constables, auxiliary constables and special provincial constables, in the performance of their duties, and</p> <p>(b) municipal constables and special municipal constables in the performance of their duties when acting in other than the municipality where they normally perform their duties.</p>

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<b>6.4</b>	<p><b><u>Liability for Reserve Constables:</u></b></p> <p>Section 20 of the BC <i>Police Act</i>:</p> <p>20 (1) Subject to an agreement under section 18 (1) and 23 (2), a municipality, or a regional district, in the case of an enforcement officer employed by it, is jointly and severally liable for a tort committed in the performance of his or her duties by a municipal constable, special municipal constable, enforcement officer, bylaw enforcement officer or employee of the board employed by the board on behalf of the municipality.</p>
<b>6.5</b>	Counsel appointed to represent an A/R will be selected by the government providing counsel and will take instructions from the sponsoring government.
<b>6.6</b>	A/Rs are NOT protected from criminal responsibility for their actions.
<b>6.7</b>	<p>In a statutory offence prosecution, or civil action, arising from an incident where an A/R is:</p> <p>(a) performing authorized program activities; and  (b) acting with the scope of those authorized activities;</p> <p>the Province or municipality <u>may</u> provide counsel to act on behalf of the A/R and protect any interest of the provincial or local government. A/Rs are NOT entitled to the same access to counsel as is negotiated for or granted to police officers by their employing authority.</p>
<b>6.8</b>	<p>A/Rs are NOT entitled to counsel at the expense of government for the purposes of:</p> <p>(a) internal police investigations;  (b) responding to a public complaint; or  (c) appearances before inquiries or tribunals.</p>
<b>6.9</b>	An A/R who wishes to have the Province or municipality provide counsel to act on behalf of the A/R must submit a written request for appointment of counsel to the Commanding Officer RCMP "E" Division, Chief Constable, or delegate. A written report detailing the subject incident and recommending approval or non approval of the A/R's request for counsel must be forwarded to the Minister of Justice and Attorney General or municipality being asked to provide funding.
<b>6.10</b>	A/Rs are expected to provide full cooperation to counsel in preparing a defence.
<b>6.11</b>	A/Rs are NOT entitled to the employment benefits or privileges of police officers relating to the provision of counsel.

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**7.0: A/R participation in program management**

<b>7.1</b>	An A/R may volunteer for activities as defined by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.
<b>7.2</b>	Records of activities performed by individual A/Rs must be maintained and made available for inspection or audit by the Director of Police Services.
<b>7.3</b>	The Commanding Officer RCMP “E” Division, Chief Constable, or delegate may authorize A/Rs to perform coordination and administrative functions for the local A/R program.

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**8.0: Authorized non-enforcement community policing and crime prevention activities (Tier 1)**

<b>8.1</b>	<p><b>Purpose of the A/R program:</b></p> <p>The purpose of the British Columbia’s A/R program is to strengthen community and police partnerships by providing an opportunity for citizen volunteers to perform authorized activities in support of strategies to address the causes of, or reduce the fear of, crime and disorder. (See also “Guiding Policies”.)</p>
<b>8.2</b>	<p>Non-enforcement community policing and crime prevention activities are designed to be performed under the general supervision of a police agency, or under the direct supervision of a police officer. Police agency policy may require an A/R to be in the company of a police officer when performing specific activities.</p>
<b>8.3</b>	<p>A/Rs, through their office, training, uniform, and association with the police, achieve a level of credibility with the public that provides the police and the community with the opportunity to coordinate, facilitate and implement community policing and crime prevention programs in areas that may not have the necessary community infrastructure to support public safety initiatives, or in environments that are not suitable for other volunteers.</p> <p>Utilizing this potential, A/Rs may play an invaluable role in the following non-enforcement activities under the general supervision of the police agency or under direct supervision by a police officer, as authorized by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate. Such activities <u>may include but are not limited to:</u></p> <ol style="list-style-type: none"> <li>1) Neighbourhood Watch</li> <li>2) assist in crime prevention through environmental design</li> <li>3) home and business safety checks</li> <li>4) Business Watch</li> <li>5) Block Parent programs</li> <li>6) community/policing crime prevention displays</li> <li>7) ski watch programs</li> <li>8) post-incident crime prevention information</li> <li>9) non-enforcement education activities at roadblocks</li> <li>10) fingerprint children as part of “child identification” programs</li> <li>11) community presence - on bikes or on foot</li> <li>12) personal safety lectures and demonstrations</li> <li>13) collecting and collating community information</li> <li>14) police cadet/youth awareness programs</li> <li>15) community/special event involvement</li> <li>16) community police station/office/detachment activities</li> <li>17) safety talk and activities, such as safety audits</li> <li>18) traffic control – unpaid, non-enforcement oriented</li> <li>19) non-enforcement traffic related activities, such as speed boards</li> <li>20) administrative/document file activities and assistance</li> <li>21) A/R program administration</li> <li>22) disaster planning and emergency preparedness assistance</li> <li>23) police-directed searches</li> <li>24) “observe, record and report” programs in non-operational activities (no operational surveillance)</li> </ol>

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	25) operate police transport in a non-operational role
<b>8.4</b>	<p><b>“Ride-a-long” program</b></p> <p>A “ride-a-long” program is a training activity for the purpose of gathering and sharing knowledge, skills and abilities that inform, support and assist with community policing activities in a non-operational role.</p> <p>During a “ride-a-long” an A/R:</p> <ul style="list-style-type: none"> <li>(a) is under the general supervision of a police agency, in the company of a police officer; <u>or under the direct supervision of a police officer</u></li> <li>(b) is clearly distinguishable from the police officer, wearing either the A/R uniform or civilian clothing;</li> <li>(c) must not carry any firearms; and</li> <li>(d) does not become involved in enforcement activities and will not be considered a second officer or backup to a police officer.</li> </ul> <p>“Ride-a-long” programs are not restricted to accompanying a police officer in a police vehicle. Examples of other non-enforcement activities that may be authorized as “ride-a-long” programs include bike patrol, foot patrol, ski patrol, and marine/inland water transport preventive patrol programs. Police agencies may identify other forms of “ride-a-long” activities.</p> <p>During a Tier 1 ride-a-long, an A/R may, as directed by a police officer ,:</p> <ul style="list-style-type: none"> <li>(a) operate a police radio</li> <li>(b) use a vehicle computer</li> <li>(c) assist in the use of emergency equipment</li> <li>(d) gather information</li> <li>(e) assist with minor reports</li> </ul> <p><b>Note:</b> While police agencies encourage police officers to participate in an A/R ride-a-long program, and other activities that require the company of a police officer, the police officer’s participation is voluntary.</p>
<b>8.5</b>	A/Rs may only assist with the delivery of A/R and/or police training activities under the direct supervision of a police officer.
<b>8.6</b>	<p>Under normal circumstances, A/Rs will operate unmarked police vehicles. The Commanding Officer RCMP “E” Division, Chief Constable or delegate may authorize A/Rs to operate marked police vehicles, including those with visibly fixed emergency equipment, for the purpose of transportation only, while performing community policing and crime prevention activities as authorized pursuant to section 8.3. An A/R can operate a police vehicle’s emergency equipment only when the vehicle is stationary and when directed to do so by a police officer. Under no circumstances will an A/R:</p> <ul style="list-style-type: none"> <li>(a) perform an operation role or duty while operating any police vehicle, or</li> <li>(b) exercise the authority granted by section 122 of the <i>Motor Vehicle Act</i> while operating any police vehicle.</li> </ul>

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**9.0: Authorized armed accompaniment (Tier 2)**

Further to the decisions of the Commanding Office, RCMP “E” Division, and the BC Association of Chiefs of Police that BC’s Auxiliary and Reserve Constables will not be permitted to perform armed accompaniment activities, Policy 9.0 is excluded from this publication of the Auxiliary/Reserve Constable Program Provincial Policy.

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**10.0: Activities an A/R must not perform**

<b>10.1</b>	Activities an A/R must NOT perform include: <ol style="list-style-type: none"><li>1. Issue, serve or execute documents relating to Court processes, such as Violation Tickets, Appearance Notices, Summonses, subpoenas or warrants.</li><li>2. Operate technical devices <u>for enforcement purposes</u>, such as radar sets or breath testing devices.</li><li>3. Operate police vehicles in an operational capacity. (See also “Section 8.6: A/R operation of police vehicles.”)</li><li>4. Sign any document in the capacity of a peace officer or a Commissioner for Taking Oaths.</li><li>5. Initiate an enforcement activity or an investigation unless directed to do so by a police officer who assumes direct supervision and liability.</li><li>6. While not in the performance of regularly authorized activities, an A/R must not identify him/herself as an A/R for personal gain or enforcement purposes, or as having any power greater than a citizen.</li><li>7. Engage in any duty of covert surveillance, agent, decoy or any other specialized duty or similar non-uniform duty.</li><li>8. Provide peace officer assistance to non-police agencies unless under the direct supervision of a police officer.</li><li>9. Guard crime scenes unless under exigent circumstances and under the direct supervision of a police officer.</li><li>10. Guard prisoners.</li></ol>
<b>10.2</b>	The Commanding Officer RCMP “E” Division or Chief Constable may identify additional activities that A/Rs are not permitted to perform.

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**11.0: Recruiting standards (Tier 1)**

<b>11.1</b>	The A/R Provincial Policy represents minimum recruiting standards for the A/R program. Individual police agencies may require additional qualifications for specific A/R programs or activities.
<b>11.2</b>	Age: minimum 19 years.
<b>11.3</b>	A/R participation in an A/R program after age 60 is subject to review by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate. At that time; the A/R’s activities may be subject to specific restrictions or the A/R may be released from the program.  A/Rs must NOT participate in a Tier 1 ride-a-long program once reaching 65 years of age.
<b>11.4</b>	An applicant must be a Canadian citizen or permanent resident.
<b>11.5</b>	Minimum education requirement for A/Rs is a high school diploma or General Education Development (GED) certificate. Consideration of applicants that do not meet this requirement is at the discretion of the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.
<b>11.6</b>	An applicant must possess a valid driver’s licence and submit a certified driving record with the application. The applicant is responsible to pay the cost of obtaining a certified driving record.
<b>11.7</b>	Applicants must undergo a medical exam within 30 days of the application and provide certification of physical fitness, good vision and hearing. Individual police agencies may require A/Rs to provide further certification of physical fitness, vision and/or hearing at any time. The cost of obtaining the required examinations and certification is the responsibility of the applicant or A/R.
<b>11.8</b>	The Commanding Officer RCMP “E” Division, Chief Constable, or delegate, may establish a standard A/R entrance exam that applicants must successfully complete to assess comprehension, writing skills and general knowledge.
<b>11.9</b>	Applicants must be interviewed, in accordance with the police agency policy for interviewing police officer applicants.
<b>11.10</b>	Applicant screening must include background checks to assess integrity and personal suitability to the same standard as police officers.
<b>11.11</b>	Applicants must be security cleared consistent with having access to police information systems and records. The Commanding Officer RCMP “E” Division or Chief Constable may require periodic review and updating of A/R security clearance.



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<b>11.12</b>	<p>The Commanding Officer RCMP “E” Division or Chief Constable may establish local recruiting policy:</p> <ul style="list-style-type: none"> <li>(a) requiring applicant residency within the community being served;</li> <li>(b) requiring an applicant to successfully complete a written test assessing the applicant’s knowledge of local customs, conditions and geography;</li> <li>(c) requiring an applicant to successfully complete a written test assessing the applicant’s memory and observation skills;</li> <li>(d) requiring an applicant to possess and maintain current first aid certification;</li> <li>(e) requiring an applicant to undergo a polygraph test;</li> <li>(f) authorizing transfer from another A/R program; and/or</li> <li>(g) addressing such other recruiting qualifications as may be determined appropriate.</li> </ul>
<b>11.13</b>	<p>Persons who are not eligible for the A/R program:</p> <ul style="list-style-type: none"> <li>(a) at the discretion of the Commanding Officer RCMP “E” Division, the Chief Constable, or delegate, persons who hold peace officer status in any other area of employment or any other volunteer service, unless employed directly by, or volunteering directly with, the same police agency where the A/R is appointed, may be reviewed on a case-by-case basis to determine if the authorized A/R activities give rise to a real or perceived conflict of interest and may be deemed ineligible;</li> <li>(b) persons licensed under PISA as private investigators or who perform the same functions in an unlicensed capacity;</li> <li>(c) persons who are employed as security personnel may be excluded from eligibility for the A/R program or may be excluded from authorized A/R activities that give rise to a real or perceived conflict of interest. For the purposes of A/R recruiting policy, “security personnel” includes private security and loss prevention officers; and</li> <li>(d) persons who have business or social activities that create a real or perceived conflict of interest.</li> </ul> <p><b>Note:</b> Ineligibility criteria that arise subsequent to appointment as an A/R may result in release from the A/R program. Where the ineligibility criteria relates to an A/R obtaining regular employment, the employer must confirm in writing that participation in the A/R program does not create a conflict of interest with the A/Rs employment duties or functions. This judgment is at the sole discretion of the Commanding Officer RCMP "E" Division or Chief Constable.</p>
<b>11.14</b>	<p>A/Rs must not use their peace officer status or program affiliation for financial gain. A/Rs who wish to engage in personal revenue generating activities which refer to their A/R roles or peace officer status must have prior written approval of the Commanding Officer RCMP “E” Division, Chief Constable, Minister of Justice and Attorney General, or delegates. Failure to obtain the necessary written approval may result in release from the A/R program.</p>

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**12.0: Recruiting Standards: Tier 2**

Further to the decisions of the Commanding Office, RCMP “E” Division, and the BC Association of Chiefs of Police that BC’s Auxiliary and Reserve Constables will not be permitted to perform armed accompaniment activities, Policy 12.0 is excluded from this publication of the Auxiliary/Reserve Constable Program Provincial Policy.

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**13.0: A/R training – initial and ongoing**

<b>13.1</b>	Initial and ongoing A/R training standards with respect to the skills, knowledge and ability required to perform the authorized activities of A/Rs must be established by the Ministry of Justice in consultation with Commanding Officer RCMP “E” Division, Chief Constable, or delegate, and with the Justice Institute of British Columbia.
<b>13.2</b>	Failure to successfully complete any required training, or attain and maintain minimum training standards may result in release from the A/R program.
<b>13.3</b>	A/R training must be delivered by, or under the direct supervision of, a police officer who attends the training session and certifies that an A/R has successfully completed the required training.
<b>13.4</b>	An A/R who is authorized by the Commanding Officer RCMP “E” Division or Chief Constable to receive firearms training or use of force training must receive that training in accordance with the policy on Firearms Training or Use of Force Training.
<b>13.5</b>	Unless authorized in writing by the Commanding Officer of RCMP “E” Division, Chief Constable, or delegate, an A/R who takes training courses other than those prescribed by the A/R training standard does so as a private citizen and not in their official capacity as an A/R.
<b>13.6</b>	Training courses other than those prescribed by the A/R training standard do not constitute any part of the required A/R program commitment. Outside training records may be placed in an A/R’s individual file for information purposes.
<b>13.7</b>	An A/R who takes outside training courses will not be exempt from prescribed A/R training or qualification requirements.
<b>13.8</b>	A/R training records must be available for inspection or audit by the Director of Police Services.

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**14.0: Training - firearms**

Further to the decision of the Commanding Office, RCMP “E” Division, and the BC Association of Chiefs of Police that BC’s Auxiliary and Reserve Constables will not be permitted to perform armed accompaniment activities, Policy 14.0 is excluded from this publication of the Auxiliary/Reserve Constable Program Provincial Policy.

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**15.0: Training, use of force and weapons training (other than firearms)**

<b>15.1</b>	Where the Commanding Officer RCMP "E" Division or Chief Constable permits A/Rs to carry weapons, other than firearms, they must require the A/Rs be trained in the use of such weapons in accordance with provincial standards for the use of such weapons.
<b>15.2</b>	An A/R who is authorized by the Commanding Officer RCMP "E" Division or Chief Constable to receive training in the use of force and weapons, other than firearms, must demonstrate and be certified, in accordance with standards prescribed by the BC <i>Police Act</i> , the necessary skills, knowledge and ability in the use of force and <i>prior to</i> being assigned to activities where the use of force or weapons may be required.
<b>15.3</b>	Failure to successfully complete any required training in the use of force or use of weapons or to attain and maintain minimum training standards may result in suspension or release from the A/R program.
<b>15.4</b>	A/R training in the use of other weapons must be delivered by certified use of force instructors, under the supervision of a police officer who attends the training session and verifies in writing that an A/R has successfully completed the required training.

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**16.0: Uniforms & equipment**

<b>16.1</b>	<p>A/Rs must not wear police uniforms as defined in the Police (Uniforms) Regulation, but may be permitted to wear a uniform similar to a police uniform provided that the A/R uniform is clearly distinguishable from the uniforms of the police agency the A/R assists, as authorized by the Commanding Officer RCMP “E” Division or Chief Constable and the Minister of Justice and Attorney General.</p> <p>A/R insignia and accoutrements must not contain the word “police.”</p> <p>A/R insignia may include a city, municipal or provincial crest, as appropriate and approved by an A/R program’s managing partners.</p> <p>A/R uniforms, insignia and identification must not be used for purposes other than participation in authorized program activities.</p>
<b>16.2</b>	<p>The Commanding Officer RCMP “E” Division or Chief Constable may authorize A/Rs to be issued with police safety equipment appropriate for the mandate and authorized activities.</p>
<b>16.3</b>	<p>A/R identification cards must:</p> <ul style="list-style-type: none"> <li>(a) be issued by the police agency or the Ministry of Justice;</li> <li>(b) identify the police agency;</li> <li>(c) bear a photograph of the A/R;</li> <li>(d) specify that the A/R holds a limited peace officer appointment under the <i>BC Police Act</i>;</li> <li>(e) be carried by an A/R while participating in authorized A/R program activities;</li> <li>(f) be produced by an A/R upon request; and</li> <li>(g) be surrendered in accordance with A/R policy, or upon request, to the police agency.</li> </ul>
<b>16.4</b>	<p>A/R uniforms and equipment, including all forms of A/R identification, must be approved by the Commanding Officer RCMP “E” Division or Chief Constable and the Minister of Justice and Attorney General.</p>
<b>16.5</b>	<p>The provincial government or local government (as appropriate) is responsible to provide basic funding for A/R uniforms and equipment. (See also “Section 2: Program Funding.”)</p>
<b>16.6</b>	<p>Uniforms and equipment, including all forms of A/R identification, remain the property of the issuing agency. A/Rs must return all uniforms and equipment and A/R identification to the detachment or department upon request, upon being suspended or released from an A/R program or upon request when commencing a leave of absence from the program.</p>
<b>16.7</b>	<p>A/Rs are responsible to maintain clothing and equipment to the standard established by the police department.</p>
<b>16.8</b>	<p>The sponsoring agency is not required to provide A/R dress uniforms.</p>

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<b>16.9</b>	A/Rs may be responsible to pay costs associated with replacing clothing or equipment that is lost or stolen or damaged due to carelessness or neglect.
<b>16.10</b>	The Commanding Officer RCMP "E" Division or Chief Constable may authorize A/Rs to carry badges. The A/R insignia may include a city, municipal or provincial crest, as appropriate and approved by an A/R program's managing partners. The A/R insignia must not contain the word "police."

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**17.0: Evaluations**

<b>17.1</b>	Individual A/Rs must be subject to an evaluation annually and prior to the renewal of an A/R appointment (six years).
<b>17.2</b>	Individual A/R evaluations must be documented and made available for inspection and audit by the Director of Police Services.
<b>17.3</b>	Individual A/Rs must be subject to such additional evaluations as may be required by the Commanding Officer RCMP "E" Division, Chief Constable, or delegate.
<b>17.4</b>	The purpose of the evaluation is to:  (a) discuss and document performance; (b) identify training needs; and (c) assist managers and coordinators with an assessment of the program.
<b>17.5</b>	A/R evaluations may be used to assess suspension or release from an A/R program.
<b>17.6</b>	Individual A/Rs who fail to participate in required evaluations or to comply with actions identified by the evaluation may be suspended or released from the A/R program.



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**18.0: Release or suspension from an A/R program**

<b>18.1</b>	An A/R may voluntarily resign from the program at any time by submitting a letter of resignation to the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.
<b>18.2</b>	<p>A/Rs are NOT employees of governments or police agencies and may be released or suspended from the A/R program at any time by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.</p> <p>(a) An A/R who is suspended or released from the program must be given written documentation outlining the reason for the suspension or release.</p> <p>(b) Reasons for suspending/releasing an A/R from the program include, <u>but are not limited to</u>: breach of the A/R Code of Conduct, criminal investigation, failure to comply with program requirements, failure to successfully complete any required training, or attain and maintain minimum training standards, personal unsuitability.</p> <p>The decision of the Commanding Officer RCMP “E” Division, Chief Constable, or delegate to suspend or release an A/R from the program is final.</p>
<b>18.3</b>	The Minister of Justice and Attorney General may at any time, and at his or her discretion, request that the Commanding Officer RCMP “E” Division, Chief Constable, or delegate release or suspend an A/R from an A/R program.
<b>18.4</b>	An A/R under investigation for a breach of conduct or who has been charged with a serious offence must be immediately suspended from the A/R program, for a duration determined by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.
<b>18.5</b>	<p>An A/R must return all uniforms, equipment and identification to the detachment or police department upon:</p> <p>(a) voluntary or involuntary release from the A/R program, or</p> <p>(b) suspension from program activities.</p>
<b>18.6</b>	<p>An A/R may be reinstated into the program upon meeting the following criteria:</p> <p>(a) apply within one year of voluntary departure from the program;</p> <p>(b) file review and recommendation from the A/R Constable Coordinator;</p> <p>(c) departed the program in good standing;</p> <p>(d) maintained program requirements prior to departure;</p> <p>(e) valid enhanced reliability screening current;</p> <p>(f) be evaluated and tested to assess the skills, knowledge and ability required to perform the activities;</p> <p>(g) complete new Oath and Acknowledgement;</p> <p>(h) complete or updated use of force training; and</p> <p>(i) written recommendation by the Commanding Officer RCMP “E” Division, Chief Constable, or delegate.</p>

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**19.0: Remuneration and reimbursement**

<b>19.1</b>	Individual A/Rs must not be paid any remuneration or compensation for the performance of authorized program activities. (See also “Section 2: Program Funding.”)
<b>19.2</b>	The Commanding Officer RCMP “E” Division or Chief Constable, in consultation with government managing partners, may establish policy authorizing reimbursement for ex gratia claims. A/Rs must NOT be granted entitlement to the same reimbursement benefits as have been negotiated for or granted to police officers or government employees.
<b>19.3</b>	A/Rs are not entitled to compensation or recovery of wages occasioned by a requirement to appear in court or at other inquiries or hearings.
<b>19.4</b>	Provincial and municipal governments may establish policy providing for the payment of wages to an A/R who is called upon to perform authorized activities during the circumstances an emergency declared by a proclamation under the <i>Emergency Program Act</i> .

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**20.0: Communications**

<b>20.1</b>	Communication includes: correspondence, all forms of written communication, verbal and internet communications.
<b>20.2</b>	An A/R who wishes to identify him/herself as an A/R, or as having peace officer status, in open communications to the public can do so as an individual but must not speak on behalf of or represent him/herself as sanctioned by the RCMP, Municipal Chiefs or Police Services unless authorized by the Commanding Officer RCMP "E" Division, Chief Constable, Director of Police Services, or delegate.
<b>20.3</b>	An A/R must not use police letterhead or insignia in any communication unless authorized to do so by the Commanding Officer RCMP "E" Division, Chief Constable, or delegate.
<b>20.4</b>	Failure to comply with policy relating to communications may result in suspension or release from the A/R program. (See also "Section 18: Release or suspension from an A/R program.")

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**21.0 Absence due to accident, injury or medical reasons**

<b>21.1</b>	Individual A/Rs must be advised to consult their insurance agents to ensure their private insurance is not compromised by participation in the A/R program.
<b>21.2</b>	For the purpose of WorkSafe BC, all A/Rs are deemed to be employees of the Province <u>only while performing A/R program activities or engaged in training activities that have been authorized by the Commanding Officer RCMP "E" Division, Chief Constable, or delegate.</u> A/Rs are NOT employees of the Province, local government or police agency for any other purpose.
<b>21.3</b>	The Province provides death and disability insurance for all A/Rs through AXA Assurances Inc. (see attached document). Under this policy: <ul style="list-style-type: none"> <li>(a) coverage is provided for all A/Rs only while performing A/R program activities or engaged in training activities that have been authorized by the Commanding Officer RCMP "E" Division, Chief Constables, or delegate;</li> <li>(b) A/Rs are not covered under the Weekly Accident Indemnity portion of the policy once they reach the age of 65, or the policy itself once they reach the age of 70; and</li> <li>(c) A/Rs must be given the opportunity to name a beneficiary in the event of a death insurance payout. A Beneficiary Designation Card is attached to this document or is available from Police Services Division.</li> </ul>
<b>21.4</b>	A police officer, delegated by the Commanding Officer RCMP "E" Division or Chief Constable to manage an A/R program, is responsible to: <ul style="list-style-type: none"> <li>(a) contact and obtain appropriate claim forms from AXA Assurances Inc. and/or WorkSafe BC;</li> <li>(b) ensure that a complete report is prepared about the incident giving rise to the claim, and to provide a copy of the report to the Commanding Officer RCMP "E" Division or Chief Constable and to the Minister of Justice and Attorney General, or delegates; and</li> <li>(c) complete and provide to AXA Assurances Inc. and WorkSafe BC all additional required forms and reports on the incident giving rise to a claim and for providing copies of all police policy that may affect the claim.</li> </ul>
<b>21.5</b>	Prior to returning to program activities, an A/R who has been absent from the program for medical reasons or as a result of accident or injury (regardless of whether or not an insurance or WorkSafe BC claim is made) must provide medical certification of fitness from a physician familiar with the physical requirements of the A/R program. The A/R is responsible to pay any costs associated with obtaining the required medical examination and certification.
<b>21.6</b>	All claims made pursuant to the death and disability insurance, identified to the Commanding Officer RCMP "E" Division, Chief Constable, or delegate, must be immediately reported to the Minister of Justice and Attorney General or delegate.

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<b>21.7</b>	An A/R who is absent from the A/R program due to medical reasons, accident or injury that occurs while not engaged in A/R program activities, or who is otherwise unable to perform the duties of their regular employment, must report to the delegated police officer responsible for the A/R program and must provide medical certification of fitness from a physician familiar with the physical requirements of the A/R program prior to returning to the activities of the A/R program. The A/R is responsible to pay any costs associated with obtaining the required medical examination and certification.
<b>21.8</b>	An A/R who is absent for longer than three months from the program due to medical reasons, accident or injury may be required to return all forms of identification to the police agency.
<b>21.9</b>	Failure to comply with policy relating to absence from the A/R program due to medical reasons, accident or injury may result in suspension or release from the A/R program. (See also policy on “Release or suspension from an A/R program”.)

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**22.0: Leave of absence**

<b>22.1</b>	A/Rs must request an authorized leave of absence from the program for any leave extending beyond three months. The maximum allowable leave of absence is one year.
<b>22.2</b>	An A/R leave of absence is subject to review after six months.
<b>22.3</b>	An <u>unauthorized</u> absence from the A/R program lasting longer than three months will be deemed to be a resignation and the A/R appointment will be cancelled.
<b>22.4</b>	An A/R peace officer appointment is not in effect during the term of a leave of absence.
<b>22.5</b>	Non-compensatory parental, maternal or adoption leave will be granted to A/Rs in accordance with local department policy and guidelines. A/Rs are NOT entitled to the financial or employment benefits negotiated for or granted to police officers.
<b>22.6</b>	An A/R request for leave of absence must be submitted in writing and include:  <ul style="list-style-type: none"> <li>(a) reason for request;</li> <li>(b) supporting documentation (medical, educational, etc.);</li> <li>(c) date leave is to commence;</li> <li>(d) date A/R is expected to return to the program; and</li> <li>(e) an acknowledgement of awareness and acceptance of the A/R Leave of Absence policy, signed by the A/R and placed on the A/R's individual file.</li> </ul>
<b>22.7</b>	A request for leave of absence must be approved in writing by the Commanding Officer RCMP "E" Division, Chief Constable, or delegate.
<b>22.8</b>	Prior to commencing a leave of absence, an A/R may be required to return to the police agency all uniforms, equipment and forms of A/R identification. (See also policy on "Uniforms and equipment.")
<b>22.9</b>	During the term of the leave-of-absence an A/R must not be permitted to participate in any authorized program activities or training.  <b>Note:</b> WorkSafe BC and insurance coverage do not apply to an A/R during a leave of absence.
<b>22.10</b>	Prior to returning to the program, an A/R may be evaluated and tested to assess the skills, knowledge and ability required to perform the activities and the A/R may be required to take remedial training or pass a challenge exam.

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<b>22.11</b>	Where the leave of absence was requested for medical reasons, an A/R must provide certification of medical fitness to perform the required A/R activities. A/Rs must obtain and provide the required medical certification at their own expense from a physician familiar with the A/R program activities.
<b>22.12</b>	Where the leave of absence exceeds six months duration, an A/R may be subject to the same process and procedures as a recruit, including without limitation medical certification, security clearance and an assessment of personal suitability for the program.
<b>22.13</b>	All documentation relating to the leave of absence must be placed on an A/R's individual file and made available for inspection/audit to the Director of Police Services.
<b>22.14</b>	Failure to comply with policy relating to leave of absence may result in suspension or release from the A/R program. (See also "Section 18: Release or suspension from an A/R program.")

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**23.0: A/R associations or organizations**

<b>23.1</b>	A/Rs may form associations or organizations for the purpose of circulating approved A/R information, raising funds to support an A/R program, for charitable purposes or for social purposes. (See also “Section 2: Program Funding” and “Section 20: Communications.”)
<b>23.2</b>	An A/R association or organization must not speak on behalf of or represent itself as sanctioned by the RCMP, Municipal Chiefs or Police Services unless authorized by the Commanding Officer “E” Division, Chief Constable, Director of Police Services, or delegate.



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**24.0: A/R Constable Code of Conduct**

<b>24.1.</b>	<p><b>Definitions</b></p> <p>In this Code:</p> <p>“Act” means the <i>BC Police Act</i>.</p> <p>“authorized activities” means A/R program training and activities authorized by the Commanding Officer RCMP “E” Division or Chief Constable of the municipal police department.</p> <p>“auxiliary constable” means a person appointed under section 8 of the <i>BC Police Act</i>.</p> <p>“constable” means a person appointed under the <i>BC Police Act</i> as an auxiliary constable or a special municipal (reserve) constable.</p> <p>“discipline authority” means, for an auxiliary constable the Commanding Officer RCMP “E” Division or for a reserve constable a municipal Chief Constable.</p> <p>“police officer” means municipal constable or a member of the RCMP.</p> <p>“reserve constable” means a person appointed as a special municipal constable under section 35 of the <i>BC Police Act</i>.</p> <p>“supervisor” means the Commanding Officer RCMP “E” Division, Chief Constable of the municipal police department with which the A/R constable volunteers his or her service, or any other police officer designated by the Commanding Officer RCMP “E” Division or Chief Constable to supervise A/R constables.</p>
<b>24.2</b>	<p><b>Purposes</b></p> <p>The purposes of this Code are:</p> <ul style="list-style-type: none"><li>(a) to establish a code of conduct that is applicable to and acts as a general guide for A/Rs in the performance of their authorized activities while participating in an A/R program;</li><li>(b) to establish guidelines concerning appropriate disciplinary or corrective measure in respect of A/R constables;</li><li>(c) to assist the Commanding Officer RCMP “E” Division and Chief Constables in delivering fair, impartial and effective management of A/R programs in support of police services to the community; and</li><li>(d) to maintain public confidence in the police by ensuring A/Rs are accountable to the public in a way that is fair to A/Rs and to members of the public and does not unduly interfere with the ability of A/Rs to carry out their authorized activities.</li></ul>

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<b>24.3</b>	<p><b>Statement of core values</b></p> <p>This Code is to be interpreted as affirming that all A/Rs:</p> <ul style="list-style-type: none"><li>(a) accept the responsibility to act without favour or personal advantage;</li><li>(b) are committed to treating all persons or classes of persons equally, regardless of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or economic or social status; and</li><li>(c) agree to respect the rights and freedoms guaranteed or protected by law.</li></ul>
<b>24.4</b>	<p><b>Disciplinary defaults</b></p> <p>(1) In this Code, “disciplinary default” means:</p> <ul style="list-style-type: none"><li>(a) discreditable conduct;</li><li>(b) neglect of authorized activities;</li><li>(c) deceit;</li><li>(d) improper disclosure of information;</li><li>(e) corrupt practice;</li><li>(f) abuse of authority;</li><li>(g) improper use and care of firearms;</li><li>(h) damage to police property;</li><li>(i) misuse of intoxicating liquor or drugs in a manner prejudicial to the performance of authorized activities;</li><li>(j) conduct constituting an offence;</li><li>(k) being a party to a disciplinary default of a constable or police officer; or</li><li>(l) improper conduct at any time.</li></ul> <p>(2) It is a breach of this Code to commit, or attempt to commit, a disciplinary default referred to in subsection (1).</p>
<b>24.5</b>	<p><b>Discreditable conduct</b></p> <p>For purposes of section 24.4(1)(a), an A/R commits the disciplinary default of discreditable conduct if:</p> <ul style="list-style-type: none"><li>(a) the A/R, while in the performance of authorized activities, acts in a disorderly manner or in a manner that is<ul style="list-style-type: none"><li>(i) prejudicial to the maintenance of discipline in the police agency with which the A/R volunteers his or her service, or</li><li>(ii) likely to discredit the reputation of the police agency with which the A/R volunteers his or her service;</li></ul></li><li>(b) the A/R’s conduct, while performing authorized A/R program activities, is oppressive or abusive to any person;</li></ul>

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	<ul style="list-style-type: none"> <li>(c) the A/R contravenes a provision of the Act, a regulation, rule or guidelines made under the Act, or does not comply with a standing order or A/R program policy of the police agency with which the A/R volunteers his or her service;</li> <li>(d) the A/R withholds or suppresses a complaint or report against any other constable or a police officer;</li> <li>(e) the A/R fails to report to a police officer whose duty it is to receive the report, or to Crown counsel, any information or evidence, either for or against any prisoner or defendant, that is material to an alleged offence under an enactment of British Columbia or Canada; or</li> <li>(f) the A/R suppresses, tampers with or fails to disclose to an investigating police officer, or to the discipline authority of a respondent, information that is material to a proceeding or potential proceeding under the A/R Public Complaints and Discipline Process or Part 9 of the Act.</li> </ul>
<p><b>24.6</b></p>	<p><b>Neglect of responsibility</b></p> <p>For the purposes of section 24.4(1)(b), an A/R commits the disciplinary default of responsibility if:</p> <ul style="list-style-type: none"> <li>(a) the A/R, without lawful excuse, fails to promptly and diligently <ul style="list-style-type: none"> <li>(i) obey a lawful order of a supervisor of the A/R; or</li> <li>(ii) perform the authorized activities of an A/R that he or she has agreed to perform;</li> </ul> </li> <li>(b) the A/R fails to perform authorized activities in accordance with orders or police agency policies, or</li> <li>(c) the A/R is absent from or late for authorized program activities without reasonable excuse.</li> </ul>
<p><b>24.7</b></p>	<p><b>Deceit</b></p> <p>For the purposes of section 24.4(1)(c), an A/R commits the disciplinary default of deceit if:</p> <ul style="list-style-type: none"> <li>(a) the A/R makes or signs a false, misleading or inaccurate oral or written statement or entry in any official document or record; or</li> <li>(b) the A/R , with intent to deceive, falsify or mislead, <ul style="list-style-type: none"> <li>(i) destroys, mutilates or conceals all of any part of an official document or record; or</li> <li>(ii) alters, erases or adds to any entry in an official document or record.</li> </ul> </li> </ul>

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<b>24.8</b>	<p><b>Improper disclosure of information</b></p> <p>For the purposes of section 24.4(1)(d), an A/R commits the disciplinary default of improper disclosure of information if the A/R:</p> <ul style="list-style-type: none"> <li>(a) except as required in the performance of his or her authorized activities, as authorized by his or her supervisor or as required by due process of law <ul style="list-style-type: none"> <li>(i) discloses information that is acquired by the A/R in the course of being an A/R, or</li> <li>(ii) removes or copies a record of any municipal police department or a police force; or</li> </ul> </li> <li>(b) makes, signs or circulates a petition or statement, in respect of a matter concerning any municipal police department or a police force <ul style="list-style-type: none"> <li>(i) knowing that all or any part of the petition or statement is false, or</li> <li>(ii) having reckless disregard as to the truth of the petition or statement.</li> </ul> </li> </ul>
<b>24.9</b>	<p><b>Corrupt practice</b></p> <p>For the purposes of section 24.4(1)(e), an A/R commits the disciplinary default of corrupt practice if</p> <ul style="list-style-type: none"> <li>(a) the A/R fails to properly account for, or to make a prompt and true return of, any money or property received by the A/R in the course of performing an authorized program activity;</li> <li>(b) the A/R agrees to be under a financial or other obligation to any person in a manner that might affect the proper performance of the authorized activities of the A/R program or the duties of a police officer;</li> <li>(c) for personal gain or for purposes unrelated to the performance of his or her authorized activities as an A/R, the A/R <ul style="list-style-type: none"> <li>(i) uses authority or position as an A/R,</li> <li>(ii) holds him or herself out to the public or to a police officer as having the authority of a police officer, or</li> <li>(iii) uses any equipment or facilities of a municipal police department or a police force; or</li> </ul> </li> <li>(d) while performing authorized activities of an A/R program holds him or herself out to the public or to a police officer as having the authority of a police officer.</li> </ul>
<b>24.10</b>	<p><b>Abuse of authority</b></p> <p>For the purposes of section 24.4(1)(f), an A/R commits the disciplinary default of abuse of authority if the A/R:</p> <ul style="list-style-type: none"> <li>(a) without being under the direct supervision of a police officer and without having good and sufficient cause arrests, detains or searches a person;</li> <li>(b) uses unnecessary force on a person;</li> </ul>



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	<p>(c) while performing authorized activities, is discourteous or uncivil or uses profane, abusive or insulting language to a person including, without limitation, language that tends to demean or show disrespect to a person on the basis of that person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or economic an social status; or</p> <p>(d) harasses, intimidates or retaliate against a person who makes a report about the conduct of a constable or a police officer or submits a complaint under the A/R Public Complaints and Discipline Process or Part 9 of the Act.</p>
<p><b>24.11</b></p>	<p><b>Improper use and care of firearms</b></p> <p>For the purposes of section 24.4(1)(g), an A/R commits the disciplinary default of improper use and care of firearms if the A/R uses or cares for firearms in a manner that is contrary to the standards set out in the Auxiliary and Reserve Constable Program Regulation or in policies established by the police agency with which the A/R volunteers his or her services.</p>
<p><b>24.12</b></p>	<p><b>Damage to police property</b></p> <p>For the purposes of section 24.4(1)(h), an A/R commits the disciplinary default of damage to police property if the A/R:</p> <p>(a) loses, destroys or causes any damage to</p> <p style="padding-left: 40px;">(i) any police property, or</p> <p style="padding-left: 40px;">(ii) any property the care of which has been entrusted to the A/R in the course of the A/R's authorized activities, or</p> <p>(b) fails to report any loss or destruction of or any damage to any property referred to in paragraph (a), however caused.</p>
<p><b>24.13</b></p>	<p><b>Misuse of intoxicating liquor or drugs</b></p> <p>For the purposes of section 24.4(1)(i), an A/R commits the disciplinary default of misuse of intoxicating liquor or drugs in a manner prejudicial to the performance of approved activities if:</p> <p>(a) an A/R, on attending for or while performing authorized activities is unfit for performance of authorized activities as a result of drinking intoxicating liquor, using a drug for non-medical purposes or intentionally misusing a prescription drug; or</p> <p>(b) the A/R, without proper authority, makes any use of, or receives from any other person, an intoxicating liquor or a non-medical drug while performing authorized activities.</p>

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<b>24.14</b>	<p><b>Conduct constituting an offence</b></p> <p>For the purposes of section 24.4(1)(j), an A/R commits the disciplinary default of conduct constituting an offence if the A/R is found guilty of an offence under an enactment of Canada, or any province or territory in Canada, that renders the A/R unfit to perform his or her authorized activities as an A/R or that is likely to discredit the reputation of the police agency with which the A/R volunteers his or her service.</p>
<b>24.15</b>	<p><b>Party to a disciplinary default</b></p> <p>For the purposes of section 24.4(1)(k), an A/R commits the disciplinary default of being a party to a disciplinary default if the A/R aids, abets, counsels or is an accessory after the fact to a disciplinary default under this Code or the Code of Professional Conduct governing the police agency with which the A/R volunteer his or her time.</p>
<b>24.16</b>	<p><b>Improper conduct outside of the A/R Constable Program</b></p> <p>For the purposes of section 24.4(1)(l) an A/R commits the disciplinary default of improper off-duty conduct if:</p> <ul style="list-style-type: none"> <li>(a) the A/R, while not performing authorized activities, asserts or purports to assert authority as an A/R constable or a police officer and does an act that would constitute a disciplinary default if done while the A/R is performing authorized activities, or</li> <li>(b) the A/R, while not performing authorized activities, acts in a manner that is likely to discredit the reputation of the police agency with which the A/R volunteers his or her service.</li> </ul>
<b>24.17</b>	<p><b>Mental element of disciplinary default</b></p> <p>Unless otherwise specified in this Code, an A/R commits a disciplinary default if the A/R intentionally or recklessly committed the act or omission constituting the disciplinary default.</p>
<b>24.18</b>	<p><b>Exception</b></p> <p>An A/R does not commit a disciplinary default under section 24.5(a) or (b) or 24/10(c) if the A/R's action, omission or conduct, as the case may be, is necessary in the proper performance of authorized activities.</p>
<b>24.19</b>	<p>Nothing in this Code prevents the Commanding Officer RCMP "E" Division or Chief Constable or a municipal police board from doing one or both of the following:</p> <ul style="list-style-type: none"> <li>(a) issuing an apology on behalf of the police agency concerned or, with the consent of the A/R constable concerned, on behalf of both the police agency and the reserve constable; or</li> <li>(b) considering, proposing or implementing policy changes designed to prevent recurrence of a breach of this Code.</li> </ul>

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**25.0: A/R Constable Public Complaints and Discipline Process**

<b>25.1</b>	Complaints about A/R Constables may be made verbally or in writing to the police officer designated in charge of a local A/R program, or other delegated police officer, who will make a written record of verbal complaints.
<b>25.2</b>	The police officer designated in charge of a local A/R program, or other delegated officer, will review a complaint about an A/R and take appropriate remedial or disciplinary action, or recommend to the Commanding Officer RCMP "E" Division or Chief Constable that the A/R be suspended or released from the A/R program.
<b>25.3</b>	Decisions of the officer designated in charge of a local A/R program and the Commanding Officer RCMP "E" Division or Chief Constable are final.
<b>25.4</b>	<p><b>Disciplinary or corrective measures</b></p> <p>(1) After finding that a disciplinary default has occurred, the discipline authority may impose one or more of the following disciplinary or corrective measures in relation to the A/R concerned:</p> <ul style="list-style-type: none"> <li>(a) release from the A/R program;</li> <li>(b) suspension from the A/R program;</li> <li>(c) reduction in rank, if any;</li> <li>(d) transfer or reassignment;</li> <li>(e) written reprimand; or</li> <li>(f) verbal reprimand.</li> </ul>
<b>25.4</b>	(2) If the disciplinary authority considers that one or more disciplinary or corrective measures are necessary, an approach that seeks to correct and educate the A/R concerned takes precedence over one that seeks to blame and punish, unless the approach that should take precedence is unworkable or would bring the administration of A/R discipline into disrepute.
<b>25.4</b>	(3) If the disciplinary authority considers that one or more disciplinary or corrective measures are necessary, the discipline authority must choose the least onerous disciplinary or corrective measures in relation to the A/R concerned unless one or both of the following would be undermined:
	<ul style="list-style-type: none"> <li>(a) organizational effectiveness of the police agency with which the A/R volunteers his or her time; and/or</li> <li>(b) the public confidence in the administration of A/R discipline.</li> </ul>

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<b>25.4</b>	<p>(4) Aggravating and mitigating circumstances must be considered in determining just and appropriate disciplinary or corrective measures for a breach of this Code by an A/R, including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) the seriousness of the breach;</li> <li>(b) the A/R's record of program participation as an A/R, including, without limitation, his or her service record of discipline, if any, and any other current record concerning past discipline defaults;</li> <li>(c) the likelihood of future breaches of this Code by the A/R;</li> <li>(d) whether the A/R accepts responsibility for the breach and is willing to take steps to prevent a recurrence of the breach;</li> <li>(e) the degree to which the municipal police department's policies, standing orders or internal procedures or the actions of A/R's supervisor contributed to the breach;</li> <li>(f) the range of disciplinary or corrective measures imposed in similar circumstances, if known; and</li> <li>(g) other aggravating or mitigating factors.</li> </ul>
<b>25.4</b>	<p>(5) Nothing in this Public Complaints Process prevents the Commanding Officer RCMP "E" Division or Chief Constable or a municipal police board from doing one or both of the following:</p> <ul style="list-style-type: none"> <li>(a) issuing an apology on behalf of the policy agency concerned or, with the consent of the A/R concerned, on behalf of both the department and the A/R; and/or</li> <li>(b) considering, proposing or implementing policy changes designed to prevent recurrence of a breach of the A/R Code of Conduct.</li> </ul>



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**POLICE ACT  
AUXILIARY CONSTABLE APPOINTMENT**

Pursuant to Section 8 of the Police Act, R.S.B.C. 1996, c. 367, I hereby appoint < **APPOINTEE'S NAME** > as an Auxiliary Constable in the Province of British Columbia. The authority of this appointment is restricted to the performance of Auxiliary Constable program activities and the training required in support of those activities, as authorized by the Commanding Officer of RCMP "E" Division. The authority of the appointment is further subject to the Regulations and to operational and administrative policy of the Auxiliary Constable Program. This appointment is valid within the jurisdiction of the detachment to which the Auxiliary Constable is assigned or as otherwise directed and authorized by the Commanding Officer of RCMP "E" Division or his/her delegate.

This appointment is effective on the date signed and expires on the 15th day of XXX, 20XX, or on such earlier date as the appointment is revoked or the appointee is released from the Auxiliary Constable Program.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Deputy Solicitor General  
Ministry of Justice

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**POLICE ACT  
SPECIAL MUNICIPAL CONSTABLE APPOINTMENT**

**XXX POLICE DEPARTMENT  
RESERVE CONSTABLE PROGRAM**

Pursuant to Section 35 of the Police Act, R.S.B.C. 1996, c. 367, (*NAME*) is hereby appointed as a Special Municipal Constable (Reserve Constable Program). The authority of this appointment is restricted to the performance of Reserve Constable Program activities and the training required in support of those activities, as authorized by the Chief Constable, *XXX* Police Department. The authority of the appointment is further subject to the BC Police Act and Regulations and to the operational and administrative policy of the *XXX* Police Department Reserve Constable Program. This appointment is valid within the jurisdiction of the City of *XXX* or as otherwise directed and authorized by the Chief Constable or his/her delegate.

This appointment is effective on the date signed and expires on the *XXX*th day of *XXX*, 20*XX*, or on such earlier date as the appointment is revoked or the appointee is released from the Reserve Constable Program.

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Date Signed

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*XXX* Police Board

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**POLICE ACT, R.S.B.C. 1997, c. 367**

**AUXILIARY AND RESERVE CONSTABLE  
OATH OF ALLEGIANCE AND OFFICE**

I, \_\_\_\_\_, do [swear/solemnly affirm] that:

- I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second, Queen of Canada, Her Heirs and Successors;
- I will, to the best of my power, cause the peace to be kept and prevent all offences against the persons and properties of Her Majesty's subjects;
- I will faithfully, honestly and impartially perform my duties as a Special Municipal Constable (Reserve Constable Program) or an Auxiliary Constable.

Sworn/affirmed before me at )  
 )  
\_\_\_\_\_, )  
 )  
British Columbia )  
 )  
this \_\_\_\_\_ day of )  
 )  
\_\_\_\_\_, \_\_\_\_\_ )

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(please print name)

\_\_\_\_\_  
A Commissioner for taking  
Affidavits in and for the  
Province of British Columbia



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AUXILIARY/RESERVE CONSTABLE ACKNOWLEDGEMENT

1. The Auxiliary/Reserve (A/R) Constable Program is a volunteer program. A/R constables are appointed by the Minister of Justice and Attorney General or police board on the recommendation of the Commanding Officer of RCMP "E" Division or the Chief Constable. Appointments may be rescinded at any time at the discretion of the Commanding Officer or Chief Constable and that decision is final. Active participation, meeting training standards, and personal suitability for the program will be considered in evaluating new and renewal appointment.
2. A/R constable appointments are restricted peace officer appointments and authority is limited to the authority required to perform specific authorized duties, except when called upon by a police officer who, in calling upon an A/R for assistance, assumes direct supervision of the A/R.
3. A/Rs are volunteers, under the operational command of the RCMP or Chief Constable, whose primary purpose is to participate in community policing activities relating to public safety and crime prevention on an unarmed basis.
4. The Commanding Officer or Chief Constable has the operational authority to determine whether A/Rs may carry firearms in restricted circumstances (Tier 2). A/Rs may not volunteer solely for armed duties.
5. A/R programs are governed by provincial A/R policy as well as specific agency policies developed by the RCMP or police department. A/Rs must familiarize themselves with the governing policy. In the event that an A/R does not wish to comply with provincial or police agency policies, the A/R agrees to voluntarily resign from the program.
6. A/Rs are subject to the *Police Act* and the A/R Code of Conduct. Failure to comply with the Code of Conduct may result in dismissal from the A/R program. In the event that an A/R does not wish to comply with the A/R Code of Conduct, the A/R agrees to voluntarily resign from the program.
7. Volunteers to the A/R program are protected from the risk of personal civil liability, except where the conduct is found to be grossly negligent, malicious or an act of willful misconduct. Volunteers to the A/R program assume the risk of potential criminal liability for their actions.
8. During the performance of authorized duties an A/R must carry a ministry or police department issued identification card and must produce that card upon request. When not performing authorized duties, an A/R must not identify him/herself as an A/R constable, or as having any powers greater than a citizen, other than when called upon to provide assistance to a police officer.
9. All uniforms, equipment and forms of identification issued to an A/R remain the property of the RCMP or police department and must be returned upon request.

I have read and understand the above statements and wish to participate in the A/R program.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Police A/R supervisor



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**New insurance policy added in 2014:**



**POLICY #1J145**  
(Replaces previous policy #9209421 (04/08) issued April 1, 2008)

**SSQ Insurance Company Inc.** (hereinafter called the "Insurer") agrees with the Policyholder named below (hereinafter called the "Policyholder") to insure eligible persons specified herein (hereinafter individually called the "Insured Person") and promises to pay for loss resulting from Injury; to the extent herein limited and provided.

**Name and Address of Policyholder:**

**Ministry of Justice**  
Province of British Columbia  
3<sup>rd</sup> Floor, 595 Pandora Avenue  
Victoria, British Columbia  
V8W 1N5

This policy is issued in consideration of the payment in advance of a premium of **twenty thousand nine hundred and thirty-four dollars (\$20,934)**, subject to a minimum retained premium of five hundred dollars (\$500), for the term beginning **April 1, 2013** and ending **April 1, 2014**.

All periods of time under this policy begin and end at 12:01 a.m., Standard Time at the address of the Policyholder.

**Renewal**

This policy may be renewed subject to consent of the Insurer for further consecutive terms on payment of premium at the rate and in the amount determined at the time of renewal.

**Definitions**

Wherever used in this policy:

"Injury" means bodily injury caused by an Accident occurring while this policy is in force as to the Insured Person whose injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy, provided such injury is sustained under the circumstances and in the manner described in the "Description of Hazards", but in no event shall injury mean Sickness or Disease howsoever caused unless caused by an Accident.

"Accident" means any unlooked for mishap or untoward event which is not expected or designed.

**SSQ Insurance Company Inc.**  
2020 University Street, Suite 1800, Montreal (Quebec) H3A 2A5  
Telephone: 514 282-6064 / 1 855 233-7056, Fax: 514 282-6825  
ssq.ca

"Sickness" means an impairment of normal physiological function and includes illness and infections.

"Disease" means any unhealthy condition of the body or any part thereof.

The male pronoun will be construed as the feminine when the person is a female.

**Eligibility**

For the purposes of this policy Insured Persons shall be considered to be those authorized volunteer members of the Policyholder under the age of seventy (70).

**Schedule Of Benefits**

The insurance afforded under this policy is only with respect to such and so many of the indemnities as are indicated by a specific amount set below each such indemnity listed in this Schedule, and is only with respect to Insured Persons in the classes designated herein.

Class	Principal Sum	Weekly Accident Indemnity	Accident Reimbursement Expense
-	\$100,000	\$350	\$5,000

**Description Of Hazards**

The hazards against which insurance is provided under this policy are Injury sustained by an Insured Person while under the direction and supervision of the Policyholder.

- (1) Is engaged in the performance of his/her volunteer duties of the Policyholder or;
- (2) Is attending or participating in any scheduled activity of the Policyholder or;
- (3) Is travelling directly to or from the place where such duties or activities are to be performed pursuant to the direction of the Policyholder.



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**Specific Loss Accident Indemnity**

When Injury results in any of the following losses within three hundred and sixty-five (365) days after the date of the Accident, the Insurer will pay:

For Loss of

Life ..... The Principal Sum  
The Entire Sight of Both Eyes ..... The Principal Sum  
Speech and Hearing in Both Ears..... The Principal Sum  
One Hand and the  
Entire Sight of One Eye ..... The Principal Sum  
One Foot and the  
Entire Sight of One Eye ..... The Principal Sum  
The Entire Sight  
of One Eye ..... Three-Fourths of the Principal Sum  
Speech..... Three-Fourths of the Principal Sum  
Hearing in  
Both Ears ..... Three-Fourths of the Principal Sum  
Hearing in One Ear..... Two-Fifths of the Principal Sum  
All Toes of One Foot ..... One-Third of the Principal Sum

For Loss or Loss of Use of

Both Hands ..... The Principal Sum  
Both Feet ..... The Principal Sum  
One Hand and One Foot ..... The Principal Sum  
One Arm ..... Four-Fifths of the Principal Sum  
One Leg ..... Four-Fifths of the Principal Sum  
One Hand ..... Three-Fourths of the Principal Sum  
One Foot ..... Three-Fourths of the Principal Sum  
Thumb and Index Finger  
or at Least Four Fingers  
of One Hand ..... Two-Fifths of the Principal Sum

For Paralysis of

Both Upper and Lower Limbs  
(Quadriplegia) ..... The Principal Sum  
Both Lower Limbs  
(Paraplegia) ..... The Principal Sum  
Upper and Lower Limbs  
of One Side of Body  
(Hemiplegia) ..... The Principal Sum

"Loss of Life" means the death of the Insured Person.

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one (1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as used with reference to toes means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes; as used with

reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing.

"Paralysis" means the loss of ability to move all or part of the body.

"Quadriplegia" means the permanent Paralysis and functional loss of use of both upper and lower limbs.

"Paraplegia" means the permanent Paralysis and functional loss of use of both lower limbs.

"Hemiplegia" means the permanent Paralysis and functional loss of use of upper and lower limbs on the same side of the body.

"Loss" as above used with reference to loss of use means the total and irrecoverable loss of use, provided the loss is continuous for twelve (12) consecutive months and such loss of use is determined to be permanent at the end of such period.

Indemnity provided under this section for all Losses sustained by any one (1) Insured Person as the result of any one (1) Accident will not exceed The Principal Sum.

**Weekly Accident Indemnity**

This Indemnity is applicable only to those Insured Persons under age sixty-five (65), who are gainfully employed on a full-time basis.

When as the result of Injury and commencing within thirty (30) days of the date of the Accident an Insured Person is wholly and continuously disabled and prevented from performing the substantial and material duties pertaining to his occupation, the Insurer will pay the Weekly Accident Indemnity stated in the Schedule of Benefits for the period the Insured Person is so disabled and under the Regular Care and Attendance of a Physician, commencing on the thirtieth (30<sup>th</sup>) day of disability, not to exceed fifty-two (52) consecutive weeks as the result of any one Accident.

Any benefits payable hereunder, either alone or in concert with any of the benefits outlined below, which exceed seventy-five percent (75%) of the Insured Person's pre-disability earnings, will be reduced by any amount exceeding said percentage.

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The indemnity payable to the Insured Person will take into account any of the benefits payable under the following plans, but will not include any amounts payable on account of eligible dependents, if any:

- (a) the disability or retirement provisions of the Canada/Quebec Pension Plans;
- (b) the benefits payable in accordance with the Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational Injury;
- (c) the income benefits provided by or through any Government Plan of automobile insurance or similar legislation;
- (d) the amounts paid or payable under a group insured or non-insured disability plan (including association group).
- (e) the Employment Insurance Act if the Employment Insurance benefit does not include the amounts paid or payable under this policy as earnings in determining the benefits payable under the Act.

Any subsequent changes to the amounts payable under any of the above stated benefits which are specifically designated as cost-of-living adjustments will neither reduce nor increase the amount of Weekly Accident Indemnity payable hereunder.

If benefits have become payable for total disability and such disability recurs as the result of the same or related cause(s), it will be considered a continuation of the prior period of total disability unless an intervening period of One (1) Month has elapsed during which period, the Insured Person is Actively at Work. After the said period of being Actively at Work, no further Weekly Accident Indemnity payments will be made under this policy, with respect to the same Accident.

"His Occupation" means the occupation engaged in by the Insured Person on a full-time basis for wage or profit immediately prior to the occurrence of any Injury covered under this policy.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

"Physician" means a doctor of medicine, other than the Insured Person or an Immediate Family Member, who is licensed to practise medicine by:

- (1) a recognized medical licensing organization, in the locale where the treatment was rendered, provided he is a member in good standing of such licensing body, or

- (2) a governmental agency having jurisdiction over such licensing, in the locale where the treatment was rendered.

"Immediate Family Member" means a person at least eighteen (18) years of age, who is the son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, (all of the above include natural, adopted or step relationship), spouse, grandson, granddaughter, grandfather or grandmother of the Insured Person.

"One Month" means thirty (30) consecutive days.

"Earnings" means:

- (1) with respect to an Insured Person who is employed on a full-time basis, the weekly rate of wage or salary the Insured Person was receiving from his employer(s) as of the date of the Injury, exclusive of overtime pay or other remuneration;
- (2) with respect to an Insured Person who is self-employed, the weekly rate of earnings based on the three (3) years average of the Insured Person's earnings received for duties performed (excluding other income which does not depend on the Insured Person's ability to engage in an occupation or employment) less any business expenses which are deductible for income tax purposes but before deduction of any personal income taxes for the full taxation year immediately prior to the date of the Injury.

#### **Home-maker Weekly Indemnity**

When an Insured Person who is neither gainfully employed nor receiving employment insurance benefits sustains an Injury and, as the result of such Injury and commencing within thirty (30) days from the date of the accident, becomes totally and continuously disabled and is prevented from performing any and all of his regular household and/or child-caring duties, the Insurer will pay, provided that the disability has continued for a period of seven (7) consecutive days, a Home-Maker Weekly Indemnity of one hundred dollars (\$100) for the period the Insured Person is so disabled, including the seven (7) day period, while under the Regular Care and Attendance of a Physician, subject to a maximum period payable of thirteen (13) weeks or to age sixty-five (65), whichever first occurs.

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**Accident Reimbursement Expense**

When by reason of Injury, an Insured Person requires and receives medical treatment within thirty (30) days from the date of the Accident and incurs expenses for any of the following services or supplies, while under the Regular Care and Attendance of a Physician with respect to Items 1 to 7:

- (1) private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family Member, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- (2) transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment, subject to a maximum of one thousand dollars (\$1,000) per Accident;
- (3) Hospital charges for the difference between the public ward allowance under the Insured Person's Provincial Hospital Plan and the semi-private accommodation charge (private accommodation charge if recommended by a Physician);
- (4) rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- (5) fees of a licensed physiotherapist or certified athletic sports therapist, subject to a maximum of five hundred dollars (\$500) per Accident;
- (6) drugs and medicines which require the written prescription of a Physician and are dispensed by a registered pharmacist or Physician, subject to a dispensing maximum of a thirty (30) day supply;
- (7) miscellaneous expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of seven hundred and fifty dollars (\$750) per policy term;
- (8) fees of a licensed chiropractor, subject to a maximum of five hundred dollars (\$500) per Accident.

The Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the Accident, not to exceed in the aggregate the amount of Accident Reimbursement Expense stated in the Schedule as the result of any one (1) Accident.

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"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition requiring such treatment.

"Immediate Family Member" means a person at least eighteen (18) years of age, who is the son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, (all of the above include natural, adopted or step relationship), spouse, grandson, granddaughter, grandfather or grandmother of the Insured Person.

**Accidental Dental Expense**

When Injury to whole and sound teeth (capped or crowned teeth will, for the purposes of this policy, be considered whole and sound), due to a force or blow external to the mouth, requires treatment, replacement or x-rays by a legally qualified dentist or oral surgeon who does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the Accident for such treatment or services, but not to exceed in the aggregate the amount of five hundred dollars (\$500) as the result of any one (1) Accident, provided the Insured Person consults with the dentist or oral surgeon within thirty (30) days from the date of the Accident.

Any payments made under this section will be in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence.

**Repatriation Benefit**

In the event a Loss of Life resulting from Injury is sustained by an Insured Person more than fifty (50) kilometres from the Insured Person's normal place of residence and indemnity for such Loss becomes payable in accordance with the terms of this policy, the Insurer will pay the reasonable and customary expenses actually incurred for the transportation of the body of the deceased Insured Person to the first (1st) resting place (including but not limited to a funeral home or the place of interment) in proximity to the normal place of residence of the deceased, including charges for the preparation of the body for such transportation, not to exceed in the aggregate the amount of fifteen thousand dollars (\$ 15,000) for all such expenses.



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The above benefit will only be payable under one (1) of the policies issued to the Policyholder by the Insurer.

**Rehabilitation Benefit**

In the event an Insured Person sustains an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, and such Injury requires that the Insured Person participate in a rehabilitation program in order to be qualified to engage in an occupation in which he would not have engaged except for such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred, within three (3) years from the date of Loss, by the Insured Person for such program.

Payment by the Insurer for the total of all expenses incurred by any Insured Person will not exceed fifteen thousand dollars (\$ 15,000) as the result of any one (1) Accident. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

The above benefit will only be payable under one (1) of the policies issued to the Policyholder by the Insurer.

**Occupational Training Benefit**

In the event a Loss of Life resulting from Injury is sustained by an Insured Person and indemnity for such Loss becomes payable in accordance with the terms of this policy, the Insurer will pay the reasonable and necessary expenses actually incurred, within three (3) years from the date of such Loss, by the Spouse of the Insured Person who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he would not otherwise have sufficient qualifications, not to exceed in the aggregate the amount of fifteen thousand dollars (\$ 15,000) for all such expenses. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

In the event the Insured Person's Spouse satisfies the requirements indicated above, such Spouse will be deemed the beneficiary with respect to the benefits payable under this provision.

"Spouse" means an individual

- (a) to whom the Insured Person is legally married, or
- (b) with whom the Insured Person has continuously cohabited in a conjugal relationship for a minimum of one (1) year immediately before a Loss is incurred under the policy.

Only one (1) individual will qualify as a spouse.

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If the Insured Person is legally married but is also cohabiting with an individual as described under section (b) above, the Insured Person may elect in writing which one of the individuals will qualify as a spouse under this policy. This election must be filed with the Policyholder. The Insurer will not be bound by an election not filed before the event insured against. If an election is not filed, the spouse will be the individual to whom the Insured Person is legally married.

**Home Alteration and/or Vehicle Modification Benefit**

In the event an Insured Person sustains the Loss of or Loss of Use of Both Feet or Legs or becomes Quadriplegic, Paraplegic or Hemiplegic, for which indemnity is payable in accordance with the terms of this policy, and he subsequently requires the use of a wheelchair to be ambulatory, the Insurer will pay the reasonable and necessary expenses actually incurred within three (3) years of the date of Loss for:

- (1) the cost of alterations to the Insured Person's principal residence for the purpose of making it accessible, and/or
- (2) the cost of modifications to one (1) motor vehicle utilized by the Insured Person, when such modifications are approved by licensing authorities where required for the purpose of adapting it to the needs of the Insured Person.

Payment by the Insurer for the total of all expenses incurred by or for any Insured Person will not exceed a maximum of fifteen thousand dollars (\$ 15,000) as the result of any one (1) Accident. The amount payable under this section will be coordinated with any amount paid or payable under any other insurance plan providing the same or similar benefit.

**Aircraft Coverage**

Insurance provided under this policy includes Injury sustained while and in consequence of:

- (a) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft having a current and valid certificate of airworthiness and piloted by a person who then holds a current and valid pilot's license of a rating authorizing him to pilot such aircraft.
- (b) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any

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duly constituted governmental authority of any other recognized country.

(c) boarding or alighting from or being struck by any aircraft.

Notwithstanding (a) and (b) above, this policy excludes Injury sustained while and in consequence of riding in or on any aircraft owned, operated or leased by or on behalf of the Policyholder.

#### **Non-Scheduled Air Reporting (Charter)**

In addition the Policyholder will maintain a record of passenger flight hours accrued by Insured Persons in non-scheduled air flights, and report such record to the Insurer on or about the renewal date of the policy. Earned premium shall be calculated at the rates specified below:

Fixed-wing aircraft - \$0.04 per \$1,000 of Principal Sum per passenger flight-hour.

Rotary-wing aircraft - \$0.06 per \$1,000 of Principal Sum per passenger flight-hour.

#### **Exposure and Disappearance**

If, by reason of an Accident covered by this policy, an Insured Person is unavoidably exposed to the elements and as the result of such exposure, suffers a Loss for which indemnity is otherwise payable hereunder, such Loss will be covered under the terms of this policy.

If the Insured Person is not found within one (1) year after the date of the disappearance or sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the Accident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered a Loss of Life resulting from Injury at the time of such disappearance, sinking or wrecking.

#### **Aggregate Limit Of Indemnity**

The Limit of Indemnity for which the Insurer shall be liable for all losses arising out of any one (1) Accident is one million dollars (\$1,000,000). In the event said Limit of Indemnity for any one (1) Accident is insufficient to pay the full amount of indemnity for each Insured Person then the amount payable for each Insured Person shall be in the proportion that the Limit of Indemnity for any one (1) Accident bears to the total amount of insurance that would have been payable except for such Limit of Indemnity.

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This section only applies to losses payable under the following sections:

Specific Loss Accident Indemnity

#### **Individual Terminations**

The insurance of an Insured Person will immediately terminate on the earliest of the following dates:

- (1) on the date this policy is terminated;
- (2) on the Term Premium due date if the Policyholder fails to pay the required premium for the Insured Person; or
- (3) on the date the Insured Person ceases to be associated with the Policyholder in a capacity making such person eligible for insurance hereunder.

#### **Beneficiary Designation**

Indemnity payable in the event of the Loss of Life of an Insured Person will be payable to the beneficiary or beneficiaries designated in writing by the Insured Person on file with the Policyholder, or if there is no such beneficiary designation with respect to the Insured Person, such indemnity will be payable to the estate of the Insured Person. All other indemnities payable will be payable to the Insured Person, with the exception of indemnities payable under the following sections:

Repatriation Benefit  
Occupational Training Benefit

#### **Territorial Limits**

World-Wide

#### **Exclusions**

This policy does not cover any loss, fatal or non-fatal, caused or contributed to by:

1. suicide or intentionally self-inflicted Injury;
2. war, whether declared or not;
3. participation in a riot, insurrection, civil commotion or disturbance;
4. active full-time, part-time or temporary service in the armed forces of any country;

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5. riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
6. medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

Nor does this policy cover expenses incurred:

7. for the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions therefor;
8. for charges of a masseur;
9. for x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in the section entitled "Accidental Dental Expense";
10. for Sickness or Disease, either as a cause or effect;
11. for experimental drugs not approved by the governing authority having jurisdiction over the matter in the country where such drugs are prescribed and dispensed.

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the sections of this policy entitled "Accident Reimbursement Expense" and "Accidental Dental Expense" by any amount (paid or not) of eligible expenses covered under the Federal or Provincial Hospital and/or Medical plans and/or any other policy providing similar reimbursement expenses.

#### Claims Provisions

**Notice of Claim** Written notice of Injury on which claim may be based must be given to the Insurer within thirty (30) days after the date of the Accident resulting in such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, to the Insurer at its Head Office, 2020 University Street, Suite 1800, Montreal (Quebec), H3A 2A5, or to any Regional Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, will be deemed notice to the Insurer. Failure to give such notice within the time provided in this policy will not invalidate any claim if it is shown not to have been reasonably possible to give such notice during such time and that such notice was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Claim Forms** The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proof of Loss. If such

forms are not so furnished within fifteen (15) days after the Insurer's receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such Loss upon submitting, within the time fixed in the policy for filing proofs of Loss, written proof covering the occurrence, character and extent of the Loss for which claim is made.

**Proof of Loss** In the case of claim for loss of time from Disability, written proof of such loss must be furnished to the Insurer within ninety (90) days after the commencement of the period for which the Insurer is liable. Subsequent written proofs of the continuance of such Disability must be furnished to the Insurer at such intervals as the Insurer may reasonably require. In the case of claim for any other loss, written proof of such loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Physical Examination and Autopsy** The Insurer will have the right and opportunity to examine, at its own expense, the person of the Insured Person whose Loss is the basis of claim under this policy, where and so often as it may reasonably require during the pendency of claim hereunder, and in the case of death, the right and opportunity to require an autopsy where it is not forbidden by law.

**Payment of Claims** All indemnities provided in this policy for Loss other than that of time on account of Disability will be paid after due proof of Loss satisfactory to the Insurer has been given in accordance with the requirements of this policy.

Upon request of the Insured Person and subject to due proof of loss, all of the accrued indemnity for loss of time on account of Disability will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Insurer is liable, and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of due proof.

All moneys payable under this policy are payable in the lawful money of Canada.

**Legal Actions** Legal action will not be taken to recover indemnities under this policy until sixty (60) days after proof of Loss has been given in accordance with the requirements of this policy to the Insurer. Thereafter, the claimant will be limited to a one (1) year period [three (3) years in

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the province of Quebec] during which legal action may be taken.

**Conformity with Provincial Law** If any time limitation specified in this policy for giving notice of claim, or giving proof of Loss, or undertaking legal action is less than that permitted by law of the province in which the Insured Person is residing at the time of the Accident resulting in Loss, then the time limitation will not be less than that provided for by provincial law.

**General Provisions**

**The Contract** This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless approved by an officer of the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

**Termination** The Policyholder may cancel this policy by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. The Insurer may cancel this policy by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days prior to the Anniversary Date of this policy, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

Unless otherwise provided in the Schedule, if the Policyholder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.


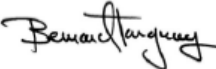
**Inspection of Records** The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this

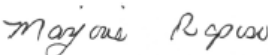
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policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

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IN WITNESS WHEREOF, SSQ Insurance Company Inc. has caused this policy to be signed by its Chief Executive Officer and Senior Vice-President; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.

   
René Hamel                      Bernard Tanguay  
Chief Executive Officer        Senior Vice-  
President

Countersigned by   
Policy Writer

Date August 12, 2013

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**BENEFICIARY DESIGNATION CARD**

SSQ Insurance Company Inc.  
1200, Papineau Ave., 4th floor, Montreal, QC H2K 4R5

Aux/Res Cst # \_\_\_\_\_

POLICY NUMBER 1J145	NAME OF GROUP Ministry of Justice, Province of British Columbia
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INSURED		
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME	FIRST NAME
BENEFICIARY		
<p><b>NOTE :</b>    THE BENEFICIARY DESIGNATION IS REVOCABLE UNLESS OTHERWISE SPECIFIED.                   HOWEVER, FOR QUEBEC RESIDENTS THE SPOUSAL BENEFICIARY IS IRREVOCABLE UNLESS OTHERWISE SPECIFIED.</p>		
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	LAST NAME	FIRST NAME
RELATIONSHIP TO INSURED		
SIGNATURE OF INSURED		DATE DD / MM / YYYY

