ALBERTA INSURANCE COUNCIL
(the "AIC")

In the Matter of the *Insurance Act*, R.S.A. 2000 Chapter I-3
(the "Act")

And

In the Matter of Cyrill (Kirk) Lubimov
(the "Agent")

DECISION
OF
The Life Insurance Council
(the "Council")

This case involved allegations pursuant to ss 480(1)(a) and 467(1)(e) of the Act. Specifically, it is alleged that the Agent misrepresented transactions related to the transfer of certain clients' mutual fund accounts to fund the purchase of individual variable insurance contracts ("IVIC's") with The Manufacturers Life Insurance Company ("Manulife"). It is alleged that he used another licensed life insurance agent "MM" to sign and submit the IVIC applications as the servicing agent even though he was not present when some of the clients signed those documents and/or never met some of those clients. In so doing, it is alleged that he acted in a dishonest and untrustworthy manner and that this constitutes an offence pursuant to s. 480(1)(a) of the Act. In addition or in the alternative, it is alleged that the Agent failed to disclose any other occupation or employment other than as an insurance agent on applications for agents certificates of authority in contravention of s. 467(1)(c) of the Act.

Facts and Evidence

This matter proceeded by way of a written Report to Council dated April 22, 2015 (the "Report"). The Report was forwarded to the Agent for his review and to allow the Agent to provide the Council with any further evidence or submissions by way of Addendum. The Agent signed the Report on May 7, 2015 and submitted a 7 page Addendum for further consideration.

The Agent has been licensed since November 26, 2008 for life and accident & sickness ("A&S") insurance. The Agent's certificates of authority for life and A&S were transferred on August 22, 2013 from representing I. G. Insurance Services Inc. ("IG") to Cyrill (Kirk) Lubimov (SP) sponsored by Manulife. These were terminated effective September 16, 2013. The Agent subsequently reinstated his life and A&S

certificates of authority on October 1, 2014. The Report also included a search result from the "Canadian Securities Administrators" website. This search indicated that the Agent was licensed as a mutual fund salesperson in Alberta from September 28, 2009 to August 12, 2013. The Agent represented the dealer firm of Investors Group Financial Services Inc. ("IGFSI").

The Report also included copies of the Agent's license application forms spanning the years 2008 to 2014. These forms contain a question as to whether the Agent was involved in any business or occupation other than insurance. In the 2008 and 2009 applications, the Agent disclosed that he was registered to sell mutual funds. In 2009 the Agent also disclosed that he was the owner of a personal training company. When he submitted applications in 2014 he stated that he was a "Business Advisor" from September 2013 to June 2014 for Lubimov Advisory Group and indicated "No" to the question of having any other occupation or employment other than insurance. The Agent submitted life and A&S renewal applications on January 15, 2013 and in answer to the question of whether he was "…[e]ngaged in any business or occupation other than the insurance business" the Agent answered "No".

By letter dated November 18, 2013, the MFDA alerted the AIC to a complaint against the Agent that it received from "BC". The MFDA wrote that "[BC] transferred his [IGFSI] account to [Manulife]. [BC] advised [IGFSI] that he was under the impression that the money was going to [the Agent] to be invested in segregated funds. However, the transfer form, dated July 16, 2013, was signed by [MM] ([MM]-a former [IGFSI] advisor). [BC] raised concerns that the transfer of his investments was not authorized." The MFDA also indicated that nine other clients of the Agent transferred their accounts from IGFSI to Manulife and that forms were also signed by MM. In light of this, the MFDA suggested that the Agent was "stealth advising" through MM in relation to Manulife insurance products. In other words, the Agent was hiding his business activities in relation to the clients by making it appear that MM, and not the Agent, was the advisor. The MFDA provided the AIC with copies of 13 "Transfer Authorization for Registered Investments" forms ("Transfer Form") naming IGFSI as the relinquishing institution and Manulife as the receiving institution. MM was named as the Agent in all of them.

The investigator wrote to a Manulife official ("LD") on January 21, 2014. In this letter the investigator requested information and documents in relation to the clients to which the MFDA referred.

On January 22, 2014 an IGFSI and IG compliance official ("BK") telephoned the investigator to confirm that she was in receipt of the MFDA information about the transactions and that they opened an investigation file. She stated that they had received BC's complaint and that this led to a review of not only the Agent's IGFSI and IG activities but also the Agent's outside business activities and transfers from the Agent's mutual fund clients to Manulife. According to BK, numerous clients advised that they had never met with MM despite the fact that MM signed documents suggesting that he was the agent acting on Manulife's behalf. BK also confirmed that the mutual fund clients incurred deferred service charges ("DSC") as a result of the transfers. The investigator told BK that he would write to her to request further information and documentation and he did so on the same date that they spoke (January 22, 2014).

By letter dated January 31, 2014, LD wrote to the investigator and provided the following documents:

1) A copy of the IVIC applications and Transfer Forms in relation to the nine clients and 14 IVIC's. The IVIC applications and Transfer Forms contain MM's name as the agent with his signature;

2) Copies of documents in relation to the IGFSI accounts and the transfer transactions.

BK provided the investigator with documents and information by letter dated February 6, 2014. The documents included lists of those clients that transferred mutual fund accounts from IGFSI to Manulife through MM, the amount of any applicable DSC charge from the mutual fund account as a result of the transfer, the names of the clients from the MFDA correspondence, additional client names not previously included with the MFDA information and documents outlining the internal investigation and results. The documents also included references to the Agent's business, "Lubimov Advisory Group" and the Agent's roles as its "Senior Executive Financial Strategist & President".

The Report also contained a copy of a "2014 Client letter" that the Agent sent to one of the clients that transferred funds to Manulife through him. The letter references the Agent as the "President/Chief Financial Strategist" of Lubimov Advisory Group Inc. It indicates that the Agent terminated his relationship with IGFSI/IG in 2013 and that the move allows him "…to negotiate and access products across multi corporate shelf in Canada at much more favorable rates. We can now offer insured account values against long term market down turns at a cheaper price than most companies can offer regular investment services." The letter further advised, "Last year we were the primary advisory (sic) to a new, pilot run, strategic managed fund."

By letter dated February 18, 2014 the investigator wrote to LD (of Manulife) to request further information in regard to the additional clients referenced in the material provided by IGFSI/IG. LD responded by letter dated March 18, 2014. The letter was accompanied by a number of attachments including:

1) A copy of IVIC applications and Transfer Forms in relation to the additional clients listed in the investigator's letter. The IVIC applications and Transfer Forms contain MM's name as the agent with his signature.

2) A copy of documents in relation to the IGFSI accounts and the transfer transactions.

The Report also evidenced telephone conversations that the investigator had with certain clients. In each case, the clients indicated that they dealt with the Agent in relation to the IVICs and not MM. One client only recognized MM's name and another said that she once had a telephone call with MM.

On July 3, 2014, the investigator spoke with MM about the allegations and investigation. MM denied the allegations and said that he was present at the time documents were signed by the clients. Later evidence and statements proved this not to be the case.

On September 12, 2014 the investigator received a call from "JB" who was the Manulife investigator tasked with conducting an internal review of MM's block of business. JB later provided the AIC investigator with a number of documents. These included a copy of JB's "Case Report" and "Report Summary". In the latter, JB noted that numerous clients did not know who MM was and that they believed that the Agent was their advisor in relation to their Manulife products.

The Report Summary also referenced interviews with three clients as well as two interviews with MM. All three clients advised JB that they did not know MM. In the September 26, 2014 interview with MM, he explained that, "…[the Agent] left [IGFSI] and the two entered into an arrangement where [the Agent] would transfer his clients from [IGFSI], and park them with [MM] at Manulife until [the Agent] secured a contract with a new agency. While the clients were being temporarily held within [MM's] book of business, a fee was being paid by [MM] to [the Agent]."

MM emailed the investigator on January 2, 2015. This email contained a number of attachments. The first was a letter in which MM explained his relationship with the Agent. Among other things, MM wrote:

I left Investors Group to pursue a role as an independent broker. This was mainly due to the influence that [the Agent] had on me as my employer. He wanted to move to an independent role eventually, and felt the best way to transition was to first have me become an independent broker, and then start building a new business outside of Investors Group and possibly transitioning old clients from Investors Group to me, until he could officially move independent and transfer the clients back to his name.

It should be noted that [the Agent] made all of the arrangements to have me become an independent broker at IDC WIN, including negotiations with the MGA. Once this was set up, [the Agent] began initiating transfers of old clients from Investors Group Mutual Funds to Manulife Segregated Funds. He continued to pay me a salary/fee for services during this time.

[The Agent] asked me to sign T2033 transfer form and Manulife application forms after he met with clients of his from Investors Group and initiated a transfer and filled out the applicable paper work. Although not in writing, I was assured that the clients understood our temporary relationship and my role until [the Agent] was fully outside of Investors Group and able to take over their account(s). It should be noted that I knew most of these clients from working with them in the past in some capacity. I would also like to point out the fact that at this point, [the Agent] was my only source of income as he continued to pay me for cold calling, and in order to secured my job I did make the mistake of going along with this – although I was not aware of the specific compliance issue(s) in doing this and in fact felt that it was something done quite often as my MGA also seemed to facilitate and know of the relationship between myself, [the Agent] and Investors Group.

As for how appointments were setup, [the Agent] took care of everything in regards to clients at Investors Group and in setting up appointments and explaining any value in leaving Investors Group and moving to Manulife Segregated Funds. I was present in some of these meeting, but most were done only by [the Agent] while he was a licensed advisor at Investors Group. [The Agent] rented office space at IDC WIN (MGA) and conducted most meetings there. I do not have information on needs analysis and if information folders were given to clients in meetings that I was not present in.

[The Agent] acted in the capacity of my "boss" during the time these transfers occurred. Parking client(s) was done by [the Agent] as described above. I paid him a "referral fee" in the form of 100% gross commissions paid to me on commissions earned from client transfers he initiated. I paid him via wire transfer or cheque based on what was owed to him minus any of my earnings of salary/bonuses/commissions from generating new client leads.

…

I do not have any further documents however in my defence I would like to make the fact known that I have an ongoing relationship with [the Agent] only to coordinate and service clients that he brought under my name. I now earn income with no involvement or real relationship with [the Agent] other than to help in coordinating with him in servicing the clients that re currently under my name that were originally his clients at Investors Group.

> Although I do not have all of the information, I am aware that [the Agent] is in a legal battle with Investors Group that may be related to the above allegations, (sic) because of this he is unable to obtain contracting at Manulife and therefore unable to take over the clients he transferred to me. I have contacted or attempted to contact all of the clients he moved to me to explain the situation and how I am in fact their servicing advisor. I am not aware of the complaint that was initially made against me that sparked this investigation. [The Agent] has told me his (sic) is currently licensed and sponsored by Transamerica, but I have not viewed this documentation. When we began this process, he confirmed that he had each client sign a disclosure document stating that they understood the relationship between myself and [the Agent] or Lubimov Advisory Group, as well as any fees to be incurred by transferring from Investors Group. I have requested this documentation several time from him but have never received it.
>
> In summary, I feel that while I hold responsibility for not acting compliantly, it should be taken into account that I was in a sense forced to act in a way of non-compliance in order to secure my job/role with [the Agent]. (paragraph numbers omitted)

The investigator contacted the Agent on numerous occasions to obtain information from him. Finally, the Agent sent the investigator an email on February 18, 2015 that, in part, read as follows:

> A number of my IG (Investors Group) clients transferred their accounts because they wanted to remain a client of mine and never saw themselves a client of IG but rather the advisor's. So when IG advisors started calling my ex clients a lot of them started calling me and asked to remain as clients. In most cases the clients did incur DSC fees and have been told by me that it will happen if they chose to do so. I am very open in the relationship with my clients and DSC fees have always been discussed. It has been in their best interest as that is what they chose to do.
>
> I have signed some of the documents of transfer for my clients and Mr. Milligan facilitated the paper work and sent them in. Mr. Milligan was an independent advisor as he quit before me and I asked him he would like to work together again as after he quit IG we obviously didn't do any work together anymore. When I was quitting IG, essentially I wanted to start a new practice and was thinking of efficiency in mind. So we thought OK if I'm on vacation or in a hospital and a client needs to do a trade or has questions he/she would need to be able to reach someone. So we put Mr. Milligan on the paper work so clients wil1 have another point of contact and also process paper work. So this is how we decided to structure it. I will have to point out this decision was made after consulting with IDC and no one ever pointed out that it was wrong. I have rented an office from IDC at their office for over a year no one said anything to us about this process considering the office manager, Ken Doll (who I believe sits on the Board with AIC) and Manulife representatives all knew of what and how we were doing things. (paragraph numbers omitted)

In his Addendum dated May 7, 2015 the Agent, among other things, indicated that there have never been any client complaints in regard to his conduct. He also took issue with IGSFI's client retention

tactics and the manner in which it conducted itself in relation to agents that left IGSFI. Further, he wrote that:

> I believe all of this could be avoided by the proper guidance from the firms and organizations we have worked with. Every single institution we worked with new what we were doing and not a single person has corrected us. This included Manulife, Strategic Brokerage Services and IDC Win. MM was my associate at IG and we simply reversed the role when I was quitting IG to help with servicing while I iron (sic) out the new side of the industry. We honestly didn't know what we did was not permitted as it was common practice within IG and as well other institutions that I know people in.
> …
> In conclusion as per Exhibit L (the letter and attached documents from client CF) only one client wrote in for a complaint which rather shows to the fact that all clients where (sic) aware of DSC fees upon transfers and are a (sic) satisfied with our working relationship. This fact directly challenges the accusations of Count 1 of "acting in a dishonest and untrustworthy manner and therefore guilty of at least eight offences". A number derived from assumptions that have not been proven. In fact the only complaints are out of unprofessional, aggressive and biased sales techniques displayed over and over again in the Exhibits by IG. It is obvious their strategies and persuasions were executed in order to retain as many clients as possible.
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> As MM confirmed in his statement and mine, we consulted Manulife, SBS and IDC in our action plan to transfer and temporary arrangement and no one advised, including compliance, us otherwise. We were completely transparent in our actions. If anyone would have signaled a red flag to us we would have immediately consulted and changed our approach accordingly to the rules. My record before this has been clean for 7 years as a sign of compliance within the rules and regulation that I will continue to follow and respect.

Discussion

At the outset, one of the Agent's emails made reference to Mr. Ken Doll. Mr. Doll is the Chair of this Council. In this email, the Agent alleged that Mr. Doll was the IDC office manager, that he had knowledge of the Agent's activities and that he raised no concerns as to the Agent's practices. Given this reference, Mr. Doll recused himself from our meeting at the point that we considered the Report. As such, he was not present during our deliberations and he took no part in them.

In order to conclude that the Agent has committed an offence pursuant to s. 480(1)(a) of the Act, the Report must prove, on the basis of clear and cogent evidence, that it is more likely than not that the Agent committed the act as alleged. The requirement of clear and cogent evidence reflects the fact that our findings can dramatically impact an insurance agent's ability to remain in the industry. However, the applicable standard of proof is the civil standard rather than the criminal standard of proof beyond a reasonable doubt.

Additionally, the elements of s. 480(1)(a) offences were outlined by the Alberta Court of Queen's Bench in *Roy* v. *Alberta (Insurance Councils Appeal Board)*, 2008 ABQB 572 (hereinafter "*Roy*"). In *Roy*, the Council found that an Agent committed an offence pursuant to s. 480(1)(a) of the Act when he attested to completing the applicable CE when he did not, in fact, have the required CE. The Insurance Councils Appeal Board dismissed the appeal and also found the agent guilty of the offence. The agent subsequently appealed to the Court of Queen's Bench. In his reasons for judgment dismissing the agent's appeal, Mr. Justice Marceau reviewed the requisite test and wrote at paragraphs 24 to 26:

> [24] The Long case, albeit a charge under the Criminal Code of Canada where the onus of proof is beyond a reasonable doubt (not on a preponderance of evidence as in this case), correctly sets out the two step approach, namely the court or tribunal must first decide whether objectively one or more of the disjunctive elements have been proven. If so, the tribunal should then consider whether the mental element required has been proved. While the Appeal Board said it was applying the Long decision, it did not make a finding as to whether step 1 had been proved with respect to each of the disjunctive elements. Rather it immediately went into a step 2 analysis and found that the mental element required for untrustworthiness might be less than the mental element required for fraud (as a given example).
>
> [25] I am of the view that statement was in error if it was made to convey a sliding scale of mens rea or intent depending on which of the constituent elements was being considered. In my view, the difference between the disjunctive elements may be found in an objective analysis of the definition of each and certainly, as demonstrated by the Long case, what constitutes fraud objectively may be somewhat different from untrustworthiness. However once the objective test has been met, one must turn to the mental element. Here to decide the mental element the Appeal Board was entitled, as it did, to find the mental element was satisfied by the recklessness of the Applicant.
>
> [26] While the language used by the Appeal Board may be characterized as unfortunate, on this review on the motion of the Applicant I need not decide whether the Appeal Board reasonably could acquit the Applicant on four of the disjunctive elements. Rather, the only matter I must decide is whether the Appeal Board acting reasonably could conclude, as they did, that the Applicant's false answer together with his recklessness justified a finding of "untrustworthiness". (emphasis added)

In applying this test to the case before us, it is clear that the Agent and MM once worked together as IGSFI representatives. MM left IGSFI and the Agent remained. At some point, the Agent made a decision that he was going to leave IGSFI. In anticipation of that event, the Agent formed the intention to systematically move client funds from IGSFI to Manulife Segregated Funds. However, the Agent was not yet able to transact business for Manulife. Therefore, he decided that he would use MM as the conduit by which he would transfer client funds to Manulife. Specifically, he would meet with the

clients, convince them to move the funds and then complete the Manulife applications and transfer documents on their behalf. He would then give them to MM who would sign and submit them as if he was the agent in the transaction.

This relationship was sealed with an agreement between MM and the Agent dated January 1, 2015. In this agreement, the Agent agreed to provide "client referrals, introductions and administrative services." In exchange, MM stated that he paid the Agent 100% of the commissions that resulted from the client transfers to Manulife. In this way, the Agent argued that he was acting as MM's associate much like MM had acted as his associate when both were at IGFSI. The Agent then proceeded with the plan. He met with clients and convinced them to make the withdrawals and purchase the Manulife IVIC's. He completed application forms on their behalf and sent them to MM who signed and submitted them. He argues that this was done in the normal course of business, with the knowledge and consent of all and that he had no dishonest or untrustworthy intent.

In light of all of the evidence, we believe that the Agent was inappropriately acting as a "stealth" agent in relation to the transfers from IGSFI to Manulife and that, in so doing, he acted in a dishonest or untrustworthy manner. The Agent's scheme required that MM sign Manulife applications making it appear that MM was the clients' representative rather than the Agent. The applications at issue contained the following in the representative information portion of the applications:

> By signing here, representatives confirm the following:
> - they are appropriately licensed;
> - they have examined the original, valid and unexpired identity verification documentation, and validated the date of birth of the annuitant and Joint Life, if applicable;
> - they have completed and attached NN0975E, Client and Third Party identity verification, if they have reasonable grounds to suspect the owner is acting on behalf of a third party;
> - they have discussed and explained the contents of the Information Folder and Contract and the Fund Facts to the owner of this contract;
>   - they have disclosed the following information to the owner of this contract:
>   - the name of the company or companies they represent;
>   - that they receive commissions for the sale of insurance-based investment products and may receive bonuses, invitations to conferences or other incentives; and
>   - any conflicts of interest they may have with respect to this transaction.

He gave the completed applications to MM with the instruction that MM was to sign them as the Agent notwithstanding the fact that it required him to give false attestations. MM stated that he did this for the Agent because he was dependent on the Agent for income.

In his addendum the Agent argued that MM was his assistant at IGSFI and that they just reversed the roles when it came to the Manulife transactions. This may also be a reference to the agreement between the Agent and MM that said that the Agent was providing "referrals" and "administrative services" to MM. This argument holds no weight and the agreement was a sham. The Agent was meeting with the clients, supposedly explaining the nature of the purchases he was recommending and their rationale, completing the application forms and receiving 100% of the commissions for the sale. These were not administrative services and the Agent was not a referring clients to another agent to service.

In his February 18, 2015 email the Agent also argued that the transfers came about because IGSFI advisors were contacting his "ex-clients" and that these clients were calling him to see if he would continue to act as their advisor. The difficulty with this assertion is that the Agent was with IGSFI until August 12, 2013 when he emailed IGSFI staff to say that he was resigning to establish his own firm. It is true that IGSFI's internal investigation had started but some of the transactions occurred in the months previous and four of them occurred either on or within 48 hours of his August 12, 2015 resignation.

The Agent also submitted that "…[e]very single institution we worked with knew what we were doing and not a single person corrected us." This is not borne out by the evidence in the Report. First, there are no documents to suggest that the Agent disclosed his activities to anyone within Manulife, IGSFI or any other entity. Additionally, if the Agent's activities were known and endorsed by IGSFI, one would have expected the Agent to raise this in the course of the IGSFI investigation. However, the Report indicates that when the Agent met with an IGSFI manager on July 9 and 10, 2013, the Agent told the manager that he was not working with MM and that they were just friends. The Agent also failed to respond to numerous requests for information from IGSFI's compliance staff. If someone at IGSFI had previously approved the Agent's actions one would have expected the Agent to immediately raise that in response to the investigation. Apart from the Agent's unsubstantiated assertion, there is also no evidence to suggest that Manulife, or anyone else, was aware of what the Agent was doing and, when contacted, most of the clients did not know MM or recognize him as their advisor.

Finally, the Agent asserts that "[w]e were completely transparent in our actions. If anyone would have signaled a red flag to us we would have immediately consulted and changed our approach accordingly to the rules." In our view, the Agent's actions were anything but transparent. As noted above, he engineered a scheme whereby MM made false attestations on application forms. The fact that the Agent also argues that he needed to be told that such a practice was dishonest is also troubling. Therefore, we find that the Agent committed 8 offences pursuant to s. 480(1)(a) in regard to the transactions and clients outlined by the investigator in the Opinions and Recommendations section of the Report.

In terms of the appropriate sanction, we have the ability to levy civil penalties in an amount up to $5,000.00 for offences pursuant to s. 480(1)(a) and 13(1)(a) of the *Certificate Expiry, Penalties and Fees Regulation*, A.R. 125/2001. We also have the ability to order that certificates of authority be revoked for one year or suspended for a period of time. In determining the appropriate sanction, we consider a variety of factors, including but not limited to, the length of the time that the Agent has been licensed, his previous disciplinary history, his conduct during the course of the investigation and any other extenuating circumstances that might be relevant. We are also mindful of our public protection mandate and the need to ensure that consumers and industry are served by competent and ethical insurance agents. In this case the Agent has been licensed approximately 7 years and does not have any previous disciplinary convictions. However, the Agent's conduct was clearly intentional and dishonest. It occurred over a period of time and was planned.

It is also apparent that the Agent was not candid or forthcoming with the AIC investigator or with this Council. His submissions were internally inconsistent and did not accord with the overwhelming documentary evidence in the Report. He takes no responsibility for his actions and, instead, attempts to blame others for a course of conduct he clearly undertook for his own benefit. He argues that he needed to be specifically told that an agent could not lie in an application form or that others somehow ratified his conduct by their silence.

As a result of these facts, we are of the view that significant civil penalties are warranted and we order that a civil penalty of $4,000.00 be levied against the Agent in regard to each of the offences ($32,000.00 total). We also believe that the Agent's continued status as an insurance agent would pose too great a risk to the public and industry. Therefore, we order that the Agent's certificates of authority be revoked in relation to each of the 8 offences (to be served concurrently). The revocations shall

become effective on the eighth (8th) day after the mailing of this Decision. The civil penalties must be paid within thirty (30) days of receiving this notice. Pursuant to s. 482 of the Act (copy enclosed), the Agent has thirty (30) days in which to appeal this decision by filing a notice of appeal with the Office of the Superintendent of Insurance.

This Decision was made by way of a motion made and carried at a properly conducted meeting of the Life Insurance Council. The motion was duly recorded in the minutes of that meeting.

Date: August 14, 2015

Original Signed By

Jim Brownlee, Member
On Behalf of the Life Insurance Council

Extract from the *Insurance Act*, Chapter I-3

Appeal

482 A decision of the Minister under this Part to refuse to issue, renew or reinstate a certificate of authority, to impose terms and conditions on a certificate of authority, to revoke or suspend a certificate of authority or to impose a penalty on the holder or former holder of a certificate of authority may be appealed in accordance with the regulations.

Extract from the *Insurance Councils Regulation*, Alberta Regulation 126/2001

Notice of appeal

16(1) A person who is adversely affected by a decision of a council may appeal the decision by submitting a notice of appeal to the Superintendent within 30 days after the council has mailed the written notice of the decision to the person.

(2) The notice of appeal must contain the following:

a) a copy of the written notice of the decision being appealed;

b) a description of the relief requested by the appellant;

c) the signature of the appellant or the appellant's lawyer;

d) an address for service in Alberta for the appellant;

e) an appeal fee of $200 payable to the Provincial Treasurer.

(3) The Superintendent must notify the Minister and provide a copy of the notice of appeal to the council whose decision is being appealed when a notice of appeal has been submitted.

(4) If the appeal involves a suspension or revocation of a certificate of authority or a levy of a penalty, the council's decision is suspended until after the disposition of the appeal by a panel of the Appeal Board.

Address for Superintendent of Insurance:

Superintendent of Insurance
Alberta Finance
402 Terrace Building
9515-107 Street
Edmonton, Alberta T5K 2C3