

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 Billyard Insurance Group Inc.
(the “Agency”)

And

As represented by
Stephen Billyard, Designated Representative
(the “DR”)

DECISION
OF
The General Insurance Council
(the “Council”)

This case involves allegations pursuant to s. 509(1)(c) of the Act. Specifically, it is alleged that the Agency transferred thirty-eight (38) insurance policies of clients from one insurer to another, without the informed consent of those clients. In so doing, it is alleged that the Agency is guilty of engaging in any unfair, coercive or deceptive act or practice, as contemplated by s. 509(1)(c) of the Act, and subsequently violated s. 480(1)(b) of the Act.

Facts and Evidence

This matter proceeded by way of a written Report to Council dated September 26, 2024 (the “Report”). The Report was forwarded to the Agency for review and to allow the Agency to provide the Council with any further evidence or submissions by way of Addendum. In arriving at its conclusion, the Council carefully reviewed all evidence presented.

The Agency is the holder of a General Insurance Agency certificate of authority and has held such, consistently, since February 21, 2021.

This matter arose in response to a complaint received by the AIC on October 29, 2023, relating to the conduct of an insurance agent employed by the Agency.

On March 25, 2024, the Agency provided the AIC investigator via email a letter from the DR, dated the same, which provided the following information (hereinafter the “March 25, 2024 Letter”):

[...]

I would like to express my gratitude for bringing this matter to my attention, allowing me to promptly address the investigation regarding the suggestion that Billyard Insurance Group may not be operating in the best interests of its clients.

First and foremost, I want to assure you of our unwavering commitment to transparency and compliance with all regulatory requirements. We take any allegations or concerns raised by the Alberta Insurance Council seriously and are fully devoted to addressing them promptly and comprehensively.

I, along with my senior leadership team, have investigated each of the questions raised. As requested, please find below the explanations for your inquiries:

- **How many insurance policies were in your book of business with [A.I.C.C.] [redacted] (hereinafter the “Former Insurer”)?**
 - Upon the contract cancellation by [the Former Insurer] [redacted], the book consisted of 748 policies.
 - 171 policies issued between June 30th, 2023, and August 31st, 2023, were remarketed.
 - 577 policies renewing between September 1st, 2023, and June 30th, 2024, were scheduled for a rollover.
 - Out of the 577 policies, scheduled for rollover:
 - 282 have been rolled over up to the renewal
 - 197 have been remarketed with an alternative market, or cancelled by clients
 - 98 policies represent the remaining balance scheduled for rollover
- **How was the decision made to roll over your book of business from [the Former Insurer] [redacted] to [I.I.C.] [redacted] (hereinafter the “Proposed Insurer”) (at renewal)?**

The decision to transition the book of business from [the Former Insurer] [redacted] to [the Proposed Insurer] [redacted] was made to ensure our clients had continuous coverage without any interruption caused by [the Former Insurer’s] [redacted] contract cancellation. One of the conditions of the [the Former Insurer] [redacted] contract cancellation was the requirement to remarket all policies renewing effective August 1st, 2023, onwards, without the option to offer affected clients an opportunity to remain with [the Former Insurer] [redacted] through an alternative brokerage holding a valid contract with [the Former Insurer] [redacted]. [The Proposed Insurer] [redacted] was the only available market that rose to the occasion by providing BIG with a platform and support to ensure a seamless portfolio transfer while keeping the premium impact within 10% of [the Former Insurer’s] [redacted] initial policy premium (previous year’s premium).

- **What options were provided to the insureds affected by this rollover?**

All affected insureds received two notifications informing them that Billyard Insurance Group Inc. would no longer be representing [the Former Insurer] [redacted] and that efforts would be made to replace their coverage with an alternative market option. In both notifications, clients were instructed to contact their broker to facilitate a new policy. These notifications were sent out in the following forms:

- Email Notification, Exhibit A - Attached, please find an automated email that was sent to affected clients 60 days prior to their [Former Insurer] [redacted] policy renewal date. Since the attachment is an exact copy of what was sent to a client, their identifying information has been redacted to preserve their privacy.
- Letter Notification, Exhibit B - Attached, please also find a hard copy letter that was mailed to affected clients 30 days prior to their [Former Insurer] [redacted] policy renewal date. Again, only identifying information has been redacted from this exact copy that was sent to a client, to preserve their privacy.

In cases where the coverage was not favorable to the insured during the rollover, such as higher deductibles or significant changes in coverage or lower coverage limits, these clients were contacted by the broker to explain the impact of the rollover to [the Proposed Insurer] [redacted]. They were offered the option to remarket with another insurer or to remain covered by the new [Proposed Insurer] [redacted] policy.

- **How was it determined that [the Proposed Insurer] [redacted] was, in fact, the best option? Did you present a comparison to the insured (if yes, please provide me with ten (10) copies)?**

At the time of [the Former Insurer] [redacted] contract cancellation, [the Proposed Insurer] [redacted] emerged as the sole market partner willing to offer competitive premiums and ensure a smooth policy transfer, all while maintaining essential coverage options with minimal impact on clients' premiums. [The Proposed Insurer's] [redacted] rollover terms comprised the following coverage provisions:

- [The Proposed Insurer] [redacted] honored forgiven claims for both auto and property, extending claim forgiveness for new claims if the client possessed either the *SEF 39 Accident Rating Waiver* or *Claim Protector*.
- Clients retained their multi-line and multi-vehicle discounts, with [the Proposed Insurer] [redacted] accommodating the Advanced My Home & Auto Discount for clients with differing effective dates on their Home & Auto Policies.
- [The Proposed Insurer] [redacted] imposed a 10% cap on rollovers based on the initial policy premium of the [the Former Insurer] [redacted] policy, not the renewal premium at present rates.
- [The Proposed Insurer] [redacted] automatically increased the dwelling replacement coverage limit by 5% without additional cost.
- [The Proposed Insurer] [redacted] accepted standalone rented dwellings, offering Comprehensive coverage for qualifying risks. Other carriers typically required supporting Owner-Occupied Property Policies and only provided Fire & EC coverage.
- [The Proposed Insurer] [redacted] also accepted standalone recreational risks such as camping trailers, motorhomes, motorcycles, and collector vehicles, whereas other carriers either demanded existing home/auto policies to underwrite these risks or outright declined them.

In addition to the competitive coverage options outlined above, [the Proposed Insurer's] [redacted] sterling reputation and BIG's extensive experience working with the company confirmed additional benefits for both clients and BIG brokers:

- Industry-leading claim service.
- A top-tier policy portal, empowering brokers to offer clients seamless, comprehensive, and transparent service.

Although the market comparison wasn't presented to the initially rolled over clients, the notification campaign proved highly successful, prompting clients to reach out to their brokers to discuss coverage options and explore alternatives. Out of 577 policies slated for rollover to [the Proposed Insurer] [redacted], only 282 were actually rolled over, with 197 either cancelled at the insured's request or remarketed to alternative markets.
[...]

- **What endorsements would the new policies have and how was this decided?**

As part of the Portfolio Acquisition Agreement between Billyard Insurance Group and [the Proposed Insurer] [redacted], the following endorsements were added to policies:

- *Plus Pac* (if the risk is eligible) - The Plus Pac includes *SEF 20*, *SEF 27*, and *CAE 26* (roadside assistance).

- *SEF 39 - Accident Rating Waiver Endorsement* (if the risk is eligible).
- *Minor Conviction Rating Waiver Endorsement* (if the risk is eligible).
- *Water Coverages - Enhanced Water Damage Protection* which includes *Sewer Back Up, Overland Water, Ground Water, and Water & Sewer Lines*.

Additionally, the following endorsements were incorporated for supplementary protection:

- *Claims Advantage/Lifestyle Advantage* (Claim Protector) for Property policies: This was added to risks that did not qualify for coverage with [the Former Insurer] [redacted] but are eligible with [the Proposed Insurer] [redacted].
- *Claims Advantage* for qualifying Auto policies: This endorsement, exclusive to [the Proposed Insurer] [redacted], waives the deductible in the event of a total loss and for hit & run incidents resulting in damage exceeding \$1,000.
- **Is there any additional information that would help me understand the matter?**

Upon receipt of the Investigation Notice (AIC Case File # 74268), I directed my team to conduct a comprehensive analysis of the [Proposed Insurer] [redacted] rollover process to pinpoint areas for enhancement, with a primary emphasis on transparency, client protection, and overall client experience. Subsequently, we made adjustments to the initial rollover process and implemented a new approach for the remaining balance of 98 policies scheduled for rollover. Below are the key differences between the initial and new processes:

Initial Process:

1. An automated email was sent to affected clients 60 days prior to their [Former Insurer] [redacted] policy renewal date.
2. A hard copy letter was mailed to affected clients 30 days prior to their [Former Insurer] [redacted] policy renewal date.
3. Rollovers were submitted to [the Proposed Insurer] [redacted] 45-60 days before the renewal date, providing clients with ample time to contact their broker or explore alternative options if they preferred not to remain with [the Proposed Insurer] [redacted].
4. Clients whose policies indicated changes in coverage that were not favorable to them during the rollover (e.g., higher deductibles, alterations in coverage, lower limits) were contacted by their broker. They were presented with the option to either remarket their policy or choose to remain with [the Proposed Insurer] [redacted].

New Process:

1. An automated email was sent to affected clients 60 days prior to their [Former Insurer] [redacted] policy renewal date.
2. A hard copy letter was mailed to affected clients 30 days prior to their [Former Insurer] [redacted] policy renewal date.
3. The quoted [Proposed Insurer] [redacted] rollover premium will be obtained from [the Proposed Insurer] [redacted] without issuing the policy.
4. Brokers will simultaneously contact clients within 30 days before the renewal date to facilitate accurate market quoting (Quotes are guaranteed by markets within 30 days of the policy effective date).

5. Armed with both the [Proposed Insurer] [redacted] rollover premium and remarket quotes, brokers will present clients with options to choose from. To ensure clients fully understand their options, an email outlining the premium options (draft attached) will be sent. This email will be attached in the BMS for record-keeping.
6. Once clients make their final decision, they will be asked to reply by email with their choice to either:
 - a. Proceed with another carrier offered by the broker, in which case the New Business Application process will be followed.
 - b. Take advantage of the [Proposed Insurer] [redacted] rollover and have the earlier quoted [Proposed Insurer] [redacted] policy issued— no new application required. This email will also be attached in the BMS for record-keeping.

This email will also be attached in the BMS for record-keeping.

To support this investigation and ensure a thorough examination of any relevant matters, I am fully prepared to provide any documentation or information requested by your agency. We firmly believe that transparency and cooperation are essential in resolving any issues that may arise.

[...]

[Emphasis added in original document]

Attached to the March 25, 2024 Letter was a document labelled as “EXHIBIT A”, which stated the following:

[...]

You are receiving this because your insurance is currently placed with [the Former Insurer] [redacted], however Billyard Insurance Group no longer represents [the Former Insurer] [redacted] as an insurance carrier. Rest assured that you are in good hands! We have streamlined a smooth and effortless process to move your policy to a new insurance company.

[...]

Your new insurance provider will be one of BIG's trusted partners and insurance industry leaders, offering excellent product options, competitive prices, and proven client and claims services.

Transferring your policy to a new insurance company will be quick and easy. Your BIG Broker will recommend the best alternative market to meet all your insurance needs at the most competitive price.

If you have any questions regarding your renewal, please contact us at [phone number] [redacted] or [email address] [redacted].

[...]

Also attached to the March 25, 2024 Letter was a document labelled as “EXHIBIT B”, which provided the following:

[...]

This letter is to inform you that Billyard Insurance Group Inc. is no longer representing [the Former Insurer] [redacted] of Canada. This means that your policy [redacted] with [the Former Insurer] [redacted] will not automatically renew and will cancel effective: April 19, 2024 12:01AM [sic]

I would like to replace your coverage with one of our many other competitive insurance carriers. To ensure you have appropriate coverage in place, you must contact us to set up a new policy. If I do not hear from you, your policy will automatically cancel on April 19, 2024 12:01AM and you will no longer have insurance coverage.

Please call or email me at the contact information listed below and I will be happy to ensure you have appropriate coverage in place before the cancellation date.

[...]

On October 21, 2024, the DR provided the following additional information by way of Addendum:

[...]In light of our efforts to address the concerns raised, I respectfully request that the General Insurance Council consider issuing an Administrative Caution in lieu of a penalty.

Proactive Measures and Guidance Sought

Following the cancellation of our contract with [the Former Insurer] [redacted], we proactively sought guidance from the Alberta Insurance Council (AIC) [Exhibit A] regarding how to proceed with the portfolio transfers (commonly named “rollover.”) While we were advised to review the General Insurance Council Codes of Conduct (“Code,”) we found that rollover guidelines were unavailable in the Code and in the Alberta *Insurance Act*. As a result, we turned to rollover procedures from other jurisdictions, such as RIBO in Ontario, which provided helpful instructions. Our primary focus has been ensuring compliance and protecting our clients throughout this process.

Comparison to AIC Case #72807 ([...])

To further support our request for an Administrative Caution, I would like to draw a comparison between our case and **AIC Case #72807 ([...])** where no financial penalty was imposed on the agency and the designated representative:

- **Competence**

In AIC Case #72807, The agent neglected to ensure continuous coverage for their client. If the client had not called to inquire about their renewal, they would have been left without coverage, potentially leading to errors and omissions (E&O) claim.

In contrast, at Billyard Insurance Group, we took proactive measures to ensure that all clients maintained continuous coverage by submitting rollovers to [the Proposed Insurer] [redacted] 45-60 days before their policy renewals. We also communicated directly with clients whose policies experienced unfavourable changes, ensuring transparency and proactive care. [The Proposed Insurer] [redacted] was our chosen partner as the industry leader during this transition, offering competitive premiums and maintaining essential coverage with minimal impact on clients.

- **Integrity**

The agent in AIC Case #72807 demonstrated a lack of integrity by disregarding their client’s needs, telling the client they had more complicated files to handle.

Billyard Insurance Group demonstrated integrity by informing clients that we no longer represented [the Former Insurer] [redacted] and would transfer their policies to [the Proposed Insurer] [redacted]. We prioritized a seamless transition for our clients, ensuring that each was well-informed and cared for by being forthcoming and honest.

- **Good Faith**

In AIC Case #72807, the agent failed to communicate about the former insurance provider's cancellation, so the client had to contact the agent themselves to inquire about their renewal.

At Billyard Insurance Group, we acted in good faith by notifying clients 60 days before their [Former Insurer] [redacted] policy renewal through automated emails and 30 days before through mailed letters. Additionally, we submitted rollovers to [the Proposed Insurer] [redacted] 45-60 days before the renewal date, ensuring clients had time to review their options and make informed decisions.

Commitment to Compliance and Process Improvements

Despite the lack of specific guidelines, we ensured consistent and proactive communication with our clients, informing them well in advance of any impending changes. We have significantly improved our procedures to deliver even more transparency, now providing clients with detailed market comparisons before issuing rollover policies.

No Prior Sanctions and Full Cooperation

This marks the first time our agency has faced a sanction. During the entire investigation process, we diligently and thoroughly collaborated with the AIC investigator. We remain committed to adhering to regulatory standards and continuously improving our practices to avoid future issues.

Conclusion

Considering the mitigating factors, our proactive approach in seeking guidance, the absence of specific Alberta guidelines, our efforts to maintain continuous client coverage, and our transparent communication, I respectfully request that the Council issue an Administrative Caution.

In hindsight, with the Billyard Insurance Group team, we can see how our process could be viewed as non-compliant. We have embraced this as an opportunity for growth and enhancement. This demonstrates the proactive steps we have taken to address any issues and reaffirms our commitment to ensuring regulatory compliance.

[...]

[Emphasis added in original document]

Attached to the DR's October 21, 2024, Addendum was a document labelled as "EXHIBIT A", which provided the following:

[...]

From: [A.S.] [redacted] <a***a@thebig.ca> [redacted]

Sent: July 12, 2023 1:30 PM

To: Licensing Admin <Licensing@abcouncil.ab.ca>

Subject: [External] Portfolio Transfer Guidelines

Good Afternoon,

I am looking to see if there are any specific guidelines for Alberta brokers for Portfolio Transfers i.e notice to clients, registered letters, etc? I searched through the councils [sic] website and the Insurance Act and I am unable to find information about this.

[...]

From: Licensing Admin <licensing@abcouncil.ab.ca>

Sent: Thursday, July 13, 2023 10:54 AM

To: [A.S.] [redacted] <a***a@thebig.ca> [redacted]

Subject: RE: Portfolio Transfer Guidelines

[...]

We are not clear as to what you mean by "*specific guidelines*." However, it may be best to review the ***Insurance Codes of Conduct***:

Insurance Adjusters Council Code of Conduct

General Insurance Council Code of Conduct

Life Insurance Council Code of Conduct

Otherwise, we suggest you seek legal counsel of your choosing.

[...]

[Emphasis added in original document]

Discussion

Section 509(1)(c) of the Act provides that "[n]o insurer, insurance agent or adjuster may engage in any unfair, coercive or deceptive act or practice." Offences such as those considered under s. 509(1)(c) of the Act are strict liability offences. As such, the AIC only has the onus to prove that the Agency's actions regarding the transfer of insurance policies were unfair, coercive or deceptive acts or practices. Once this occurs, the onus then shifts to the Agency to establish a defence of due diligence. To establish this, the Agency must prove that all reasonable

measures were taken to avoid taking part in any unfair, coercive or deceptive acts or practices. There is no requirement on the AIC to prove that the Agency's actions were intentional.

The Report alleged that the Agency was guilty of thirty-eight (38) counts of engaging in any unfair, coercive or deceptive act or practice as contemplated by s. 509(1)(c) of the Act when the Agency transferred thirty-eight (38) insurance policies of clients from the Former Insurer to the New Insurer, without the informed consent of those clients.

Section 4 of the *Insurance Councils Regulation*, A.R. 126/2001, sets out the composition requirements of the General Insurance Council. The Council is comprised of eight members: two appointed by the Lieutenant Governor in Council that do not hold (insurance) certificates of authority, one appointed by the Insurance Bureau of Canada that is engaged in general insurance business and employed by a licensed insurer that does not restrict its agents from acting as general insurance agents for other insurers, three elected in accordance with the *Insurance Councils Regulation*, A.R. 126/2001, that hold general insurance certificates of authority and are not employed by an insurer and are not restricted by contract from acting as an insurance agent for more than one insurer, and two appointed by the Insurance Bureau of Canada that are engaged in the general insurance business and employed by a licensed insurer that are restricted from acting as a general insurance agent for other insurers.

Council quorum is established by the *General Insurance Council By-Laws*, adopted July 11, 2007:

4. QUORUM

4.1 The quorum for all meetings of the General Insurance Council shall be 5 members.

Although quorum was present to conduct the Council meeting, quorum was lost with respect to this investigation and could not be repaired as three of the six Council members recused themselves due to a conflict of interest. Accordingly, the Council struck a *Review Committee* in accordance with *Articles I and IV* of the *General Insurance Council By-Laws* duly approved July 11, 2007:

ARTICLE IV – COMMITTEES

1. ESTABLISHING COMMITTEES

- 1.1. The General Insurance Council may at any meeting establish any standing or ad hoc committees that it deems necessary to carry out the **objects** of the General Insurance Council and may by resolution set out the duties and function of such committees. [...]

ARTICLE I – OBJECTS

- 1.1 The General Insurance Council has its objects:

[...]

- (i) to revoke, suspend and/or impose penalties against the holder or former holder of an insurance agent's certificate of authority pursuant to section 480 of the *Insurance Act*, [...]

[Emphasis added]

The *Review Committee* was comprised of three voting members of the Council. The *Review Committee* was charged with reviewing the Report and making recommendations for the Council to accept. The Council conceded that the

recommendations of the *Review Committee* would be accepted by the Council and binding on the Council as if the Council had rendered the decision as a whole.

The *Review Committee* convened. The *Review Committee* recommended that the Agency is guilty of one (1) violation of s. 509(1)(c) of the Act. The *Review Committee* recommended that a civil penalty in the amount of \$1,000.00 be levied against the Agency. The Council accepted the recommendations of the *Review Committee* by way of a motion duly made and carried at a properly conducted meeting of the Council.

The Council noted the Agency's statements in the March 25, 2024 Letter:

[...]

Although the market comparison wasn't presented to the initially rolled over clients, the notification campaign proved highly successful, prompting clients to reach out to their brokers to discuss coverage options and explore alternatives. Out of 577 policies slated for rollover to [the Proposed Insurer] [redacted], only 282 were actually rolled over, with 197 either cancelled at the insured's request or remarketed to alternative markets.

[...]

Upon receipt of the Investigation Notice (AIC Case File # 74268), I directed my team to conduct a comprehensive analysis of the [Proposed Insurer] [redacted] rollover process to pinpoint areas for enhancement, with a primary emphasis on transparency, client protection, and overall client experience. Subsequently, we made adjustments to the initial rollover process and implemented a new approach for the remaining balance of 98 policies scheduled for rollover.

[...]

Initial Process:

[...]

3. Rollovers were submitted to [the Proposed Insurer] [redacted] 45-60 days before the renewal date, providing clients with ample time to contact their broker or explore alternative options if they preferred not to remain with [the Proposed Insurer] [redacted].

[...]

New Process:

[...]

3. The quoted [Proposed Insurer] [redacted] rollover premium will be obtained from [the Proposed Insurer] [redacted] without issuing the policy.
4. Brokers will simultaneously contact clients within 30 days before the renewal date to facilitate accurate market quoting (Quotes are guaranteed by markets within 30 days of the policy effective date).
5. Armed with both the [Proposed Insurer] [redacted] rollover premium and remarket quotes, brokers will present clients with options to choose from. To ensure clients fully understand their options, an email outlining the premium options (draft attached) will be sent. This email will be attached in the BMS for record-keeping.
6. Once clients make their final decision, they will be asked to reply by email with their choice to either:
 - a. Proceed with another carrier offered by the broker, in which case the New Business Application process will be followed.
 - b. Take advantage of the [Proposed Insurer] [redacted] rollover and have the earlier quoted [Proposed Insurer] [redacted] policy issued— no new application required. This email will also be attached in the BMS for record-keeping.

[...]

[Emphasis added in original document]

The above statements made it clear that the Agency automatically transferred insurance policies from the Former Insurer to the Proposed Insurer without providing a comparison to other potential policy options from other insurers and without seeking the direct informed consent of the client to transfer their insurance policy.

Collectively, the Council is comprised of both industry and public members who are well-equipped to assess consumer risk and industry competence. The Council weighed the effects of the Agency's alleged actions, the evidence presented, and the accounts of all parties involved when arriving at their conclusion.

Consumers who purchase insurance products expect that insurance agencies will act with the utmost good faith while carrying out their work. Honesty and integrity are the hallmarks of a good insurance agency. An insurance agency owes a fiduciary obligation to act in the best interest of their clients. The relationship between an insurance intermediary and a client is such that the client relies on the agency's expertise, competency and integrity to affect the discussed coverage.

Insurance agencies operate in a profession which necessitates placing the clients' interests first and foremost when determining policy coverage, including engaging in a discussion with clients on their insurance needs, informing clients of different insurance product options, and obtaining the full and informed consent of their clients. Clients have a right to be made aware of changes in their insurance policy coverage and have a right to execute the action of informed consent. If there was no responsibility on the insurance intermediary to seek the full and informed consent of their clients, then this would leave clients at risk of having products that are not suitable for them or they do not want, and for paying increased premiums for insurance products they did not consent to. Therefore, it is not unreasonable to expect a high standard of due diligence, honesty, and integrity be practiced by insurance intermediaries when making changes to their clients' insurance policies. The relationship between the agency and the client, and the agency and the insurer, results in a fiduciary duty, one which requires insurance intermediaries to act in the best interest of their clients. Clients are never well served when information regarding their policies is not fully and properly disclosed to them, and where they are not presented various options and given the opportunity to properly consent to any insurance policy changes.

In light of the Agency's statements in the March 25, 2024 Letter, the evidence confirmed that the Agency transferred insurance policies from the Former Insurer to the Proposed Insurer without providing a comparison to other potential policy options from other insurers and without seeking the informed consent of clients to transfer their insurance policies. Therefore, the Council finds that the Agency engaged in an unfair, coercive or deceptive act or practice as contemplated by s. 509(1)(c) of the Act and has thus breached s. 480(1)(b) of the Act.

In terms of the available sanction, the Council may impose a civil penalty for a violation of s. 480(1)(b) of the Act not exceeding \$1,000.00 per demonstrated offence, in accordance with s. 36.1(1)(b) of the *Insurance Agents and Adjusters Regulation*, AR 122/2001. Given the evidence that the Agency had contacted the AIC inquiring about guidelines for portfolio transfers from one insurer to another, the Agency cooperated with the investigation, and that the Agency has promptly made commitments to adjust their processes going forward, the Council considers this violation of s. 480(1)(b) involving the thirty-eight (38) insurance policies as one incident and therefore one demonstrated offence and orders a civil penalty of \$1,000.00 be levied against the Agency.

The civil penalty must be paid within thirty (30) days of the date the decision is mailed. In the event that the civil penalty is not paid within thirty (30) days, interest will begin to accrue. Pursuant to s. 482 of the Act (copy enclosed), the Agency 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 General Insurance Council. The motion was duly recorded in the minutes of that meeting.

Date: May 2, 2025

[Original Signed By]

Amanda Sawatzky, Chairperson
General 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.

Contact Information and Useful Links for Appeal:

Email: tbfi.insurance@gov.ab.ca

Phone: 780-643-2237

Fax: 780-420-0752

Toll-free in Alberta: Dial 310-0000, then the number

Mailing Address: 402 Terrace Building, 9515 – 107 Street Edmonton, AB T5K 2C3

Link: [Bulletins, notices, enforcement activities | Alberta.ca](#) – *Interpretation Bulletin 02-2021 – Submitting Notices of Appeal of Insurance Council Decisions*