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 Michael D. Milligan
(the "Agent")

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

This case involved allegations pursuant to s 480(1)(a) of the Act. It is alleged that the Agent misrepresented his role as a life insurance agent in relation to fund transfers by mutual fund clients of "CL". Specifically, it is alleged that the Agent signed and processed applications that moved funds from CL's clients' mutual fund accounts to individual variable insurance contracts ("IVIC's") with The Manufacturers Life Insurance Company ("Manulife") and that the Agent signed these when he was not actually the agent in the transactions. In so doing, it is alleged that he acted in a dishonest and untrustworthy manner pursuant to s. 480(1)(a) of the Act.

Facts and Evidence

This matter proceeded by way of a written Report to Council dated April 23, 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 four page Addendum for further consideration. Another report was submitted to the Council in regard to CL and a decision in that matter was rendered on August 13, 2015. While we have based our decision on the material before us in the Report, the factual underpinnings between this Decision and those in regard to CL are similar.

The Agent was first licensed to act as a life and accident & sickness ("A&S") insurance agent on November 18, 2010. The Agent was an agent with Insurance Services Inc. ("IG") from November 18, 2010 to July 30, 2012. After leaving IG, the Agent was licensed as a sole proprietor and he currently holds licenses in that capacity.

By letter dated November 18, 2013, the MFDA alerted the AIC of a complaint it had received against CL. The MFDA wrote that "BC" on of CL's clients "…transferred his [IGFSI] account to [Manulife]. [BC] advised [IGFSI] that he was under the impression that the money was going to [CL] to be invested in segregated funds. However, the transfer form, dated July 16, 2013, was signed by [the Agent]…a former [IGFSI] advisor). [BC] raised concerns that the transfer of his investments was not authorized."

The MFDA also indicated that nine other CL clients transferred their accounts from IGFSI to Manulife and that application forms were also signed by the Agent in this regard. In light of this, the MFDA suggested that the CL was "stealth advising" through the Agent in relation to Manulife insurance products. In other words, it was thought that CL and the Agent were hiding CL's business activities in relation to the clients by making it appear that the Agent, and not CL, 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. The Agent was named as the insurance agent in all of them.

In commencing his investigation, 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 whom the MFDA referred.

Meanwhile, on January 22, 2014, "BK" (an IGFSI and IG compliance official) 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 also received BC's complaint and that they reviewed the transfers CL's mutual fund clients to Manulife. According to BK, numerous clients had never met with the Agent notwithstanding the fact that the Agent signed documents suggesting that he was the intermediary 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 (January 22, 2014).

BK responded by way of letter dated February 6, 2014. Her response included, among other things, the following documents and information:

- A copy of a client list titled "Manulife transfers" naming CL's clients that transferred mutual fund accounts from IGFSI to Manulife through the Agent. The list included the amount of any applicable DSC charge from the mutual fund account as a result of the transfer. The list included the names of clients from the MFDA information as well as additional client names not included with the MFDA information.

- Copies of various communications and documents between IGFSI and CL's clients wherein the clients state that they either had no or very limited contact with the Agent;

- A copy of an IGFSI/IG "Chronology" in relation to their investigation of CL. The chronology begins on June 27, 2013 when CL tried to recruit a former consultant's assistant. IGFSI/IG opened an internal investigation file on July 4, 2013;

- A copy of an IGFSI/IG "Complaint Investigation Summary" around CL's outside business activities. It lists 10 clients who transferred their assets to Manulife with the Agent listed as the advisor. This summary included the observation that "[CL] has been known to stealth advise under Manulife Financial through [the Agent]" and a reference to the fact that CL attempted to obtain a Manulife contract but that Manulife was not prepared to consider this until the IGSFI/IG investigation was complete; and

- A copy of an IGFSI/IG "Complaint Investigation Summary" relating to CL, Client BR, and a "Discretionary Transaction". This summary referred to the Agent, his previous relationship as CL's assistant while at IGSFI/IG and the fact that the Agent had no contact with BR.

By letter dated January 31, 2014, LD wrote to the investigator on Manulife's behalf 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 that the Agent signed as the insurance agent;

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

The investigator wrote to LD again and asked that she provide further information in regard to the additional clients referenced in the material provided by IGFSI/IG. LD responded by letter dated March 18, 2014. A number of attachments accompanied the letter 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 the Agent's name as the agent with his signature.

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

On July 3, 2014, the investigator spoke with the Agent and told him of the AIC investigations against himself and CL. The investigator indicated that the allegations related to the Agent signing IVIC applications and Transfer Forms without the clients being present. The Agent denied the allegation and said

that he was present at the time documents were signed by the clients. The investigator informed the Agent that he would write to him to request information and documentation.

On September 12, 2014 the investigator received a call from "JB" who was the Manulife investigator tasked with conducting an internal review of the Agent'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 the Agent was and that they believed that CL was their advisor in relation to the Manulife products.

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

On January 2, 2015, the Agent emailed a number of documents to the investigator. Included in the attachments was a letter dated January 1, 2015 which reads as follows:

> I left Investors Group to pursue a role as an independent broker. This was mainly due to the influence that [CL] 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 [CL] 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, [CL] 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.
>
> [CL] 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 [CL] 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, [CL] 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, [CL] and Investors Group.

As for how appointments were setup, [CL] 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 [CL] while he was a licensed advisor at Investors Group. [CL] 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.

[CL] acted in the capacity of my "boss" during the time these transfers occurred. Parking client(s) was done by [CL] 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 [CL] only to coordinate and service clients that he brought under my name. I now earn income with no involvement or real relationship with [CL] other than to help in coordinating with him in servicing the clients that are 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 [CL] 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. [CL] 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 [CL] or ["L" of CL] Advisory Group [hereinafter the "L Advisory Group"], as well as any fees to be incurred by transferring from Investors Group. I have requested this documentation several times 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 [CL]. (paragraph numbers omitted)

The Agent's email also included a copy of a "Contract for Services" agreement dated January 1, 2013 between CL, the L Advisory Group, and the Agent. The contract sets out the "services" that CL provided the Agent.

On February 18, 2015, the investigator received an e-mail from CL. This was sent in relation to the AIC investigation against CL and he advised that:

> 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 [the Agent] facilitated the paper work and sent them in. [The Agent] was an independent advisor as he quit before me and I asked him if 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 [the Agent] on the paper work so clients will 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, the Agent wrote, among other things, as follows:

> I am writing in response to the allegations against me contained within the investigator report 67387 that is to be reviewed by the Life Insurance Council on May. (sic) 13, 2015. I have concerns related to the content within the report, specifically, what is being considered in terms of a penalty, statements within the report presented by [CL], and the opinions/recommendations of the investigator. While I don't disagree with the facts related to my misconduct and violations of the Act, and understand there will be a penalty, I feel that it is necessary that consideration is given to:
>
> a) The relationship between myself and CL.
> b) The income/commissions earned from these transactions.
> c) Statements by CL within the Investigation Report are not accurate.

The investigation Report did not emphasize or really give any consideration to the relationship between myself and CL, which I believe is crucial as there was a level of coercion that occurred

I would like to again outline the relationship between myself and CL. In CL's response…, he states in Question 5 that "[the Agent] was an independent advisor as he quit before me and I asked him if he would like to work together again as **after he quit IG we obviously didn't do any work together anymore**". This statement is not true, and can be confirmed as false by contacting Investors Group. I was indeed working as an associate for CL at Investors Group, where he paid me a salary of $30,000 annually. After being in this arrangement for some time, I removed myself as an official Associate at Investors Group to avoid paying the high fees they charge every month as a licensed advisor, I did not at any point stop working for CL. I still worked out of the Investors Group office under CL in his office as his assistant, nothing changed other than I was unable to conduct client meetings or offer financial advice – this was CL's job anyway as I was in charge of cold calling for CL.

After being engaged in this arrangement for a few additional months, CL said he wanted to become an independent advisor with an MGA to access more products. However, he wanted to transfer his IG clients away from IG and in order to do that required me to temporarily hold the clients at another institution and he would then simply perform a change of agent on my block of business. This is where the misconduct occurred and I hold responsibility for not acting in accordance with the Act.

CL actually made all arrangement (sic) and negotiations for my contract at Strategic Brokerage Services (MGA now called IDC WIN). The office was aware CL was "stealth advising", and were in a sense protecting him to win his business there. I simply went in, signed documents as instructed by my boss CL. While I was aware this was misconduct, CL put my concerns to reset by assuring me he would have everything transferred and under his name very shortly.

CL was then terminated by Investors Group for misconduct, and from what I understand is still currently engaged in legal disputes with them. I won't comment on that as I don't know the scope or details of that investigation. However, from what I understand, this dispute put a red flag on his name and Manulife did not accept his request for contracting. Therefore, these clients were essentially stuck under my name and could not be transferred to CL.

I continued working for CL as a cold caller out of the MGA office he rented. Around the time of his termination from IG, he began paying me a fee for every appointment I booked ($75), instead of $2,500 monthly salary. I was unable to earn enough income and eventually quit working with CL, and began focusing on building my own practice again (I had been a consultant for Investors Group before working as an Associate for CL there).

While I no longer was working for CL, his clients remained under my name and were generating monthly commissions – despite repeated requests made by myself to CL to

rectify this situation he never complied in doing something about it. I paid all of these commissions to CL or [L Advisory Group] promptly via wire transfer or cheque every month. 100% of all commissions CL generated from his clients transferred were paid to him. I earned zero income from any of these transfers contained within the Investigation Report. This can be confirmed through reconciling the gross commissions earned at Manulife with my personal banking records which I am willing to disclose. CL only paid me what he owed me from working as his assistant and making cold calls.

CL was one of the top advisors in all of Canada at Investors Group. I was excited to have an opportunity to work under him – someone near my age who appeared to be incredibly successful within the industry. I made the mistake of going along with his instructions to transfer clients, and I am ready to accept the consequences of this lapse in judgement (sic). I only want to emphasize that CL took advantage of his position over me, that I made no financial gain from these transactions and that I would consider myself an ethical advisor with a lot of satisfied clients whom I currently work with.

I no longer have a relationship with CL. He had attempted to contact me to review this investigation report and "tackle it together", which I have declined. In the report the investigator states that my "honesty is questionable". This is an unfair evaluation of my character. I was confused and surprised by the initial call and denied the allegations, but I have been nothing but honest and forthcoming with all information since then.

I am also concerned with the opinions/recommendations of the investigator. While I do expect a penalty, a recommendation of a $20,000 penalty put forth by the investigator seems excessive. While this is nullified by the limit of $5,000, that does not change the fact that the investigator is recommending a $20,000 penalty – if there was no upper limit, this would bankrupt me. Simply put, when you have the facts of what occurred, this recommendation does not seem objectively fair.

I sincerely hope I will be allowed to continue working in this industry as a licensed advisor. No client has ever logged (sic) a direct complain against me. I have a sound practice and would be prepared to offer client referrals to further back up my character. I am passionate about this industry; I consider myself and ethical person who got mixed up with someone who took advantage of me. I would ask that the Council please take this information into consideration when making a final decision against me. (emphasis added)

Discussion

At the outset, we note that the materials make reference to Mr. Ken Doll and IDC. Mr. Doll, who is the Chair of this Council, was the IDC office manager at the time that the Agent and CL transferred the particular clients to Manulife. Given this, Mr. Doll recused himself from our meeting when we considered the Report. As such, he was not present during our deliberations and did not participate in this Decision.

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.

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 CL once worked together as IGSFI representatives and the Agent also acted as CL's assistant. At some point in time, the Agent ceased to be an IGFSI agent but CL retained that status. Thereafter, CL decided to leave IGSFI with the intention of acting on behalf of someone else. In anticipation of this, CL devised a scheme whereby he would systematically move client funds from IGSFI to Manulife and the Agent agreed to act as a conduit in that regard because CL was not yet able to transact business for Manulife. CL would meet with the clients to convince them to move the funds and he would complete the Manulife applications and transfer documents on their behalf. After completing them, he would then give them to the Agent and the Agent would sign and submit them as if he was the agent that had advised the clients. This scheme commenced before CL left IGSFI.

The Agent worked for CL before and after the CL left IGSFI. However, they entered into a formal agreement, dated January 1, 2013, whereby CL would provide the Agent with "client referrals, introductions and administrative services." In exchange, the Agent paid CL 100% of the commissions that resulted from the client transfers to Manulife.

CL's scheme required that the Agent sign Manulife applications making it appear that the Agent was the clients' representative rather than CL. It is noteworthy that the applications at issue contained the following passage in regard to the Agent's signature:

> 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.

We are satisfied that CL completed the applications and gave them to the Agent to process and that the Agent's attestations on the application forms were false. As such, the objective element of the applicable test is met. We further conclude that the Agent's conduct was intentional. The Agent signed the applications attesting to things that were simply not true and he knew that this was the case. He knew that CL did not have the authority to act as a Manulife agent and that CL was using him as a false-front for CL's activities.

The Agent states that he relied on CL for income and that this vulnerability contributed to his willingness to take the actions that he did. While this may be a factor to consider in fashioning the appropriate sanction, it does not provide a justification or excuse for the Agent's conduct. There are sometimes costs associated with individuals doing the right thing. In those situations, a person's ethical values are expressed by the decisions that he or she makes notwithstanding the associated costs or risks.

He also stated that CL's activities were known to others and that these people failed to raise any issue or concern with his practices. Apart from the simple assertion, there is no evidence before us that anyone in authority (in Manulife or elsewhere) approved or condoned the practice of signing agent attestations that were false. Therefore, in light of the evidence in its totality, we find that the Agent acted in a dishonest and untrustworthy on eight (8) counts pursuant to s. 480(1)(a) of the Act.

As to the appropriate sanction for this conduct, we have the ability to levy civil penalties in an amount not exceeding $5,000.00 per offence pursuant to s. 480(1)(a) and 13(1)(a) of the *Certificate Expiry, Penalties and Fees Regulation*, A.R. 125/2001. Therefore, we could levy civil penalties totaling $40,000.00. We also have the ability to order that certificates of authority be revoked for one year or suspended for a period of time.

In our view, CL orchestrated the scheme and used the Agent to meet his aims. The Agent does not appear to have financially benefitted by his actions. While he may have been somewhat misleading when first confronted by the AIC, the Agent's subsequent letters and submissions recognize his misconduct and he accepts that he must be held accountable. Based on these facts, we do not believe

that maximum civil penalties are appropriate in the circumstances. We likewise do not believe that a one year revocation is in order.

However, the Agent knew what he was doing was wrong. For whatever reason, the Agent chose to assist CL when he could have refused to participate. He could have alerted Manulife or IGSFI to the situation. The Agent says that CL pressured and coerced him but he then says that he was not compensated for the transfers and he was ultimately only making $75.00 per appointment that he arranged for CL.

In light of all of the evidence, we order that a civil penalty in the amount of $2,000.00 be levied against the Agent on each of the 8 counts (total $16,000.00). We also order that the Agent's certificates of authority be suspended for a period of two months on each of the 8 offences but that these suspensions be served concurrently such that the Agent will not be entitled to act as an insurance agent for one two month period.

The civil penalties must be paid within thirty (30) days of receiving this notice. In the event that the penalties are not paid within thirty (30) days, the Agent's certificates of authority will be automatically suspended pursuant to s. 480(4) of the Act. The two month suspension period shall commence on the 8th day after the mailing of this decision. 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 27, 2015

Original Signed By

Jim Brownlee, Member
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