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 Lexy D Koss
(the "Agent")

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

This case involved sallegation pursuant to ss. 480(1)(a) and 509(1)(a) & (c) of the Act. Specifically, it is alleged in Count 1 that one of the Agent's clients ("SA") instructed his insurer to cancel three life insurance policies. Despite this, it is alleged that the Agent submitted a letter of direction ("LOD") to the insurer that contradicted SA's instructions. In so doing, it is alleged that she acted in a dishonest and untrustworthy manner for misrepresenting SA's intention to immediately cancel the three policies and that this conduct constitutes an offence pursuant to s. 480(1)(a) of the Act. In addition, or in the alternative, it is alleged that the Agent, without having received or obtained instructions or authorization from SA, submitted the LOD to the insurer and that it contained instructions that were contrary to SA's letter of cancellation. In so doing, it is alleged that she submitted a false or misleading statement or representation to the insurer and committed a deceptive act or practice pursuant to s. 509(1)(a) & (c) of the Act.

In Count 2, it is alleged that the Agent disclosed information related to SA's instruction to cancel the policies to a third party (SA's former spouse "MA") without having obtained SA's authorization or consent. In so doing, it is alleged that she acted in a dishonest and untrustworthy manner pursuant to s. 480(1)(a) of the Act. In addition, or in the alternative, it is alleged that this constitutes an unfair practice contrary to 509(1)(a) & (c) of the Act.

Facts and Evidence

This matter proceeded by way of a written Report to Council dated October 6, 2015 (the "Report"). The Report was forwarded to the Agent for her 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 October 30, 2015 and an Addendum was submitted through legal counsel by way of a letter. The facts in this matter are relatively straight forward and are not the subject of great debate.

The Agent is the holder of valid and subsisting certificates of authority in relation to life and accident and sickness ("A&S") insurance for two agencies. She first held certificates in 2002. This matter arose out of a complaint that AS submitted to the AIC by way of letter dated June 15, 2015. In his letter, AS wrote, among other things that:

> On or before May 11, 2015, I submitted a cancellation letter to Manulife Financial (copy attached), a week and half later I contacted Manulife financial to ensure that they have (sic) received the cancellation notice. They then informed (sic) that they have received a letter from [the Agent] advising them to put hold on the cancellation of those policies due to divorce proceedings without my consent. This was shocking and upsetting for me, due to the fact that, I have no knowledge or authorized (sic) such a letter from the [the Agent]. However, with second request from me, Manulife Financial went ahead this time and cancel (sic) the three policies as I requested. But a week later the Advisor went behind my back and informed my ex-wife about the cancellation of the policies and the amount of surrender cash that I received, so the ex-wife had her lawyers wrote (sic) a letter to my lawyer regarding the surrender cash (see attached) that I received, claiming that as a matrimonial property.

Accompanying SA's letter were a number of attachments including SA's letter to Manulife dated May 11, 2015, correspondence from counsel acting on behalf of SA's former spouse advising that "[o]n May 12, 2015 [the Agent] advised me that [SA] wishes to close the Insurance policies and surrender the money, which is approximately $3,000 per account ($9,000 in total)", and letters from Manulife to SA confirming the surrender of SA's policies and the resulting deposit of their cash surrender values into SA's bank account.

The AIC investigator wrote to a Manulife official ("LD") to gather further information regarding the flow of events and LD responded by way of letter dated July 8, 2015. In this letter, LD indicated that SA was the owner and payor on all three policies and that no changes were made from the policy issue date to the surrender date. She also advised that "[o]n May 14, 2015 we received a [LOD] from the [the Agent] requesting that a 14 day hold be placed on processing the surrender." LD further advised that SA phoned Manulife on May 19, 2015 to voice his concern that the surrenders had not yet been processed. He further informed Manulife that he did not instruct the Agent to delay the cancellation of the policies. The policies were subsequently surrendered effective May 19, 2015.

LD provided a number of documents that corroborate this series of events. Included amongst these were a copy of SA's letter dated May 11, 2015 that requested the immediate cancellation of the three policies with instructions to deposit the cash surrender value to the bank account on file and a copy of the LOD dated "May 14." The LOD reads, in part, as follows:

> I, Lexy Koss, request to have the surrender request submitted by my client [SA] on May 11th, 2015 delayed for 14 business days. My client and his wife are currently in a legal battle. His wife is requesting to take over these policies however; their lawyers need time to review the documentation.

The investigator wrote to the Agent by letter dated July 15, 2015 and requested information and documents. The Agent responded by way of letter dated July 30, 2015. This letter reads as follows:

> I became aware of the cancellations of [SA's] (3) children policies from Manulife's online advisor system called Repsource (I knew about the cancellation request on May 12, 2015). I did not receive anything in writing from [SA] nor did I receive anything from Manulife as a written request of cancellation. The cancellation notice was given to me second-hand. I have not heard from [SA] in several years. Although I am the advisor on file for both [SA and MA]. [SA] has not approached nor involved me on any financial planning matters. Furthermore, [SA] has not kept me updated about any of his current personal contact information. I could not ask [SA] about his request because he has not provided me with adequate contact information.
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> [SA] has not been dealing with me on any of his financial business for several years. He has been dealing directly with all the various companies he had business accounts held through with which he bought from me over 10 years ago. [SA] also had other investment policies on these same 3 children, all of which have been redeemed a year ago. I did not disclose that information to his ex-wife as [SA] did in fact purchase these investments on behalf of his children and this decision was not joint between his ex-spouse and himself. He did not come to me for advice before cashing in both the investments and the life insurance policies.
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> When [SA] and his ex-wife separated a few years ago, she explained to me that if anything relating to the children in terms of their life insurance policies, was going to be changed or cashed in, she would like to know because she would assume the policies ([SA] had already cashed out <u>his other</u> children's (sic) policies before their separation took place. For the same reason, [MA] did not want their own 3 children's (sic) policies to be cashed out). It was my understanding that the decision's (sic) regarding the 3 children were always joint on the life insurance policies. [MA] told me this fact early in the separation when they were not on speaking terms and I was not aware that currently all discussions are held through their respective lawyers. I only recently found this information out when I spoke with [MA].
>
> I did not disclose the cash surrender value amounts to [MA] when I spoke with her ([MA] knew what the cash value amount (sic) were) – the question I asked was; since [SA] was cancelling the 3 life insurance contracts, would she be taking over ownership as well as the

payment? The 3 whole life contracts were 2.5 years away from being completely paid for. This particular product form Manulife cannot be purchased any longer. So I was acting in the best interests of the children to have the contracts carried forward until 2018 at which time all 3 life insurance plans were paid-up with guarantee surrender value. Each of the 3 children would have $50,000 of permanent insurance at that time and also have enhanced cash value for which the policies do not need another payment ever made again.

Because they are not technically divorced, and she is the beneficiary on all (3) children's policies she has the right to know what changes were made on her children's behalf. All 3 policies were purchased by both [SA and MA]. The obligation I have as an advisor is to ensure that both parties are aware what changes were being made and that the best interests of the 3 children are being upheld. That is what I did in asking [MA] if she was assuming the payments and ownership on the 3 children policies since [MA] was cancelling all three of them. The children's (sic) whole life policies was (sic) always joint – I was carrying out the wishes of both parties.

I sent the direction to Manulife so they would delay the cancellation to allow time for me to find out more information regarding this matter from [MA] (SA had already stated his wishes directly to Manulife) and whether she had spoken with [SA] about cancelling or if would (sic) she be assuming the ownership and payment of the plans. [MA] was not aware of the cancelation and also asked that I submit a delay order to Manulife so that she could ask [SA] through their lawyers if she could transfer the ownership of the 3 policies to herself. [MA] was willing to pay-out whatever the policies were worth to make sure the insurance stayed untouchable for their 3 children. I was not aware that the two parties [MA and SA] were not on speaking terms at this point and again I do not have any current situation or any personal contact information. Normally when a client is experiencing a change in their living situation, i.e. marriage break-down or work change, this could involve a number of personal contact changes. Email, address or phone number changes. [SA] has not relayed any of these changes to me. Currently [SA] has not spoken to me for a several years.

I did not mention any specifics of cash values to [MA] (she already knew what the values were), we only discussed whether she knew about this matter and whether she consented to the direction of canceling the policies or assuming the ownership on the policies. [MA] took this information to her lawyers with whom they discussed with [SA's] lawyer. Within 5 days Manulife had already cancelled the 3 policies and sent me out 3 formal letters advising me of the cancellation. At that time I advised [MA] that all 3 policies were cancelled – again did not disclose what the cash values were. That is all the information that I gave her. There has not been anything further on this matter.

I did not disclose any information to any of the parties' lawyer (sic)….Such information is completely false. I have not spoken with [MA's] lawyer. I only disclosed the information to [MA] by way of innocently asking Michelle if she would be taking over these 3 policies. [SA] did not come forward at any time to speak to me with (sic) or get tax advice about this matter or notify me that he was canceling all of his children's life insurance policies. As I do not have current contact information for him, the only option was to speak with [MA]. Furthermore, she had every right to know what was going on because this matter relates to

> her children as well. The life insurance matter was something they discussed together from the time the policies were in place. Both [SA and MA] entered into discussions and decisions surrounding their children's life insurance policies, including when we did yearly reviews on their accounts. Canceling the policies deserved decision making together as well – but that never happened.
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> The life insurance policies cannot be replaced or repurchased anymore therefore I wanted to make sure the right thing was being done by at least informing one of the parties, knowing the consequence the calculation would have on the future of the 3 children.
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> Lastly, there was not a delay in surrendering these policies. I found out about the surrender on May 12th. I sent [the LOD] to Manulife to delay the process on May 14th. The policies were in fact cancelled on May 19th and the cash value was sent to [SA] on May 20th. This is within normal processing timelines for cancellations. (emphasis in original, paragraph numbers omitted)

The investigator wrote to Manulife to have it confirm whether or not MA was an irrevocable beneficiary on any of the policies. In response, Manulife confirmed that MA was not an irrevocable beneficiary on any of the three policies that SA cancelled.

As noted above, the Agent provided additional submissions through counsel by way of an Addendum dated October 30, 2015. At the outset, the Agent's Addendum raised a number of procedural objections. First, she stated that "…she was not given proper notice of the charges under which she was being investigated." Specifically, her counsel submitted that the Agent did not have notice of the specific charges in the Report when she responded to the investigator's July 15, 2015 request for information and documents. As such, he argued that the Agent did not have the opportunity to make submissions in answer to the specific charges and that the Agent's procedural rights were breached such that "…these proceedings are fatally flawed."

Second, counsel quoted from a portion of the Report and emphasized one particular sentence as follows:

> In light of the facts detailed in this report, the Investigator submits that the Agent misrepresented SA's intent to cancel his policies and then advised MA of that fact and is therefore guilty of contravening section 480(1)(a) of the Act in relation to Counts 1 and 2, and the Life Insurance Council ("Council"), should consider the sanctions available to them pursuant to section 480(1)(a) of the Act, including a civil penalty pursuant to section 13(1)(a) of Alberta Regulation 125/2001 which provides for a penalty which may not exceed $5,000.00 for a matter referred to in section 480(1)(a) of the Act.

Given this paragraph, the Agent submitted that the investigator somehow exercised this Council's jurisdiction to decide whether the Agent committed the offences as alleged in the Report. Counsel then

reminded us that we, and not the investigator, have jurisdiction to decide whether the Agent is guilty of any offence. Once again, he asserted that the investigator breached the duty of fairness owed to the Agent in that he "…exceeded his role by drafting charges and making findings of guilt when he had no jurisdiction to do so."

As to the substantive allegations made pursuant to s. 480(1)(a) of the Act and the LOD, the Agent submitted that she did not instruct Manulife to keep SA's policies in force. In her view, the LOD merely asked Manulife to consider a delay in processing the cancellations. She stated that this was not done in a manner suggesting that she was acting on SA's instructions. Counsel also wrote that the question of who owned the policies or who had authority to cancel them was irrelevant to the question of whether the Agent submitted a false or misleading representation to the insurer.

Second, counsel asked us to be mindful of the seriousness of the conduct set out in s. 480(1)(a) of the Act. This section speaks to activity that constitutes misrepresentation, fraud, deceit, dishonesty and untrustworthiness. The Agent submitted that there is no evidence of conduct that rises to the level of that contemplated by s. 480(1)(a) of the Act.

As to the second count, counsel submitted, among other things, that the Agent's disclosure of information was premised on the view that the policies were originally purchased by SA and MA together. He also alluded to some sort of "duty of care" that the Agent owed SA's and MA's children and that the Agent's disclosure was justifiable given SA's conduct.

Decision of the Council

As noted above, counsel for the Agent made two procedural objections. As to the initial objection, we disagree (for a number of reasons) with the Agent's submission that she was not given proper notice of the charges.

First, there were no charges in existence when the AIC investigator asked the Agent to provide further information and documentation. At that point in time, the investigator was in receipt of a complaint from SA. After reviewing the allegation and obtaining background information from the insurer, the investigator sought further information and documents from the Agent by way of the July 15, 2015 letter. In the letter, the investigator provided an extensive direct quote from SA's complaint. He then

asked the Agent to explain how she became aware of SA's decision to cancel the policies, the reason why she sent a letter to Manulife asking that the cancellations be delayed and an explanation why she advised MA or MA's lawyer about SA's decision to cancel the policies.

These were perfectly reasonable questions to ask **before** laying charges and commencing disciplinary proceedings against the Agent. If anything, this exchange demonstrates that the investigator was approaching SA's allegation with an open mind and he was providing the Agent with the opportunity to respond and the investigation may well have ended at that point depending on the Agent's response.

The second reason that this objection is not well-founded is that the investigator provided the Agent with the Report and gave her ample opportunity to respond to the allegations and evidence that it contains. This is demonstrated by the fact that the Agent, through counsel, submitted an Addendum for our consideration. This Addendum thoroughly and passionately reviewed and countered the evidence and submissions found in the Report. In our view, the Agent has had sufficient opportunity to make submissions. This is especially so given that the facts in this case are relatively straight forward and really not the subject of serious debate.

Counsel's second procedural argument (regarding the investigator exceeding his jurisdiction by purportedly finding the Agent guilty of offences) is also unconvincing. In his submissions, counsel emphasized one sentence from one paragraph of the Report. However, this one sentence must be construed in light of the paragraph as a whole. For ease of reference, we repeat the contents of the entire paragraph where the investigator wrote:

> In light of the facts detailed in this report, the Investigator submits that the Agent misrepresented SA's intent to cancel his policies and then advised MA of that fact and is therefore guilty of contravening section 480(1)(a) of the Act in relation to Counts 1 and 2, and the Life Insurance Council ("Council"), should consider the sanctions available to them pursuant to section 480(1)(a) of the Act, including a civil penalty pursuant to section 13(1)(a) of Alberta Regulation 125/2001 which provides for a penalty which may not exceed $5,000.00 for a matter referred to in section 480(1)(a) of the Act. (our emphasis)

As is apparent from the first sentence, the investigator is doing nothing more than making a submission (or argument) that the evidence proves the allegations set out in the Report. To this extent, the investigator is making submissions for us to consider in the same way as the Agent did through her Addendum and we are no more bound by the investigator's submissions than we are by those made by

the Agent. Additionally, the reference to possible sanctions does nothing more than alerts us (and the Agent) to the sanctions that we could impose under the Act and applicable regulations were we to conclude that the Agent committed an offence. Nothing in the material before us reasonably substantiates the Agent's allegation that the investigator acted in an unfair or biased manner.

As to the substantive allegations against the Agent, the Report argues that she contravened either s. 480(1)(a) of the Act or s. 509. In order to conclude that the Agent 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 falsely attested to completing the applicable continuing education credits. 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).
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> [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.
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> [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)

As to the alternative allegations made pursuant to s. 509(1)(a) and (c) of the Act, we are of the view that these sections are strict liability offences. As such, the Agent can be found guilty of the offences if she made "…a false or misleading statement, representation or advertisement" or engaged "…in any unfair, coercive or deceptive act or practice…" and the AIC is not required to prove that the Agent acted with an inappropriate intent. If we objectively find that the Agent acted in such a manner, the onus shifts to her to prove that she took all reasonable steps to avoid committing the offence.

From the evidence, it is clear that SA instructed the insurer to cancel the policies in question on May 11, 2015 and that the Agent learned of this on May 12, 2015. She first spoke to MA and, in some manner, informed MA that SA had taken steps to cancel the policies. She wrote in her July, 2015 letter that she made the decision to submit the LOD and that MA also requested her to delay matter. On or about May 14, 2015 she sent the LOD to Manulife. As noted above, in the LOD the Agent told Manulife that her client and his wife were in the midst of legal proceedings. The Agent did not attempt to contact SA prior to speaking with MA or sending the LOD to Manulife. As SA's agent of record, she could have easily obtained SA's contact information from Manulife if her existing information was out of date or incomplete. Likewise, she could have obtained this information from MA in one of their conversations.

In relation to the allegations in Count 1 made pursuant to s. 480(1)(a), its essence is that the Agent acted in a dishonest and untrustworthy manner by leading Manulife to believe that the LOD was sent at the request of SA when that was not the case and contrary to SA's instruction. Given all of the material before us, we do not believe that the required legal test to find guilt has been met. As noted by the Agent in her Addendum, the Agent did not direct Manulife to do one thing or the other. It was her request to delay the cancellation given the pending litigation and the possibility that MA might wish to assume ownership of the policies. She does not indicate that the letter is sent on behalf of SA or at SA's request. Therefore, we find the Agent not guilty of an offence pursuant to s. 480(1)(a) in Count 1. In

regard to Count 2, we do not believe that the Agent's actions rise to the level of dishonesty, untrustworthiness given the unique facts of this case and we do not believe that there is sufficient evidence to prove both the objective and mental elements of the offence. Therefore, we similarly find the Agent not guilty of an offence pursuant to s. 480(1)(a) of the Act in Count 2.

The alternative allegations in Counts 1 and 2 are made pursuant to s. 509(1)(a) and (c) and relate to the statements she made to Manulife in the LOD and her disclosure of information to MA. As noted above, we do not believe that the LOD is false or misleading. It constituted the Agent's request to delay the cancellation of the policies and it did not suggest that she was asking this to be done on behalf of SA. Therefore, we find the Agent not guilty of an offence in regard to the alternative allegation made in Count 1.

In turning to our consideration of Count 2's alternative allegation made pursuant to s. 509 of the Act, we are troubled by the Agent's conduct in a number of respects. First, the Agent recognized that SA was her client and there is no dispute that from an insurance perspective SA was entitled to cancel the policies. There may well have been intervening family law issues that would remove his ability to do so or trigger certain disclosure obligations. However, it is not for us or the Agent to speculate on these or for her to unilaterally decide to disclose the cancellation. Second, it must be pointed out that the Agent acted on nothing more than the word of one of the litigants in a highly charged situation that she described in the LOD as a "legal battle". She had no first-hand knowledge of the situation yet she took it upon herself to make these disclosures to MA without taking any steps to contact her client to obtain his perspective or to at least alert him to the fact that she was going to make such a disclosure.

In making these comments, we are in no way suggesting that the Agent acted with inappropriate ulterior motives. Nor are we condoning SA's actions if it ultimately becomes clear that he misconducted himself in the ongoing litigation between him and his estranged wife. The difficulty is that insurance agents cannot individually disclose information to whomever they choose based upon their personal views or uninformed legal opinions.

The Agent indicates that MA previously told the Agent that she would be willing to take ownership of the policies in the event that SA took any action to cancel them. Upon learning of SA's instruction to cancel the Agent alerted Manulife to the circumstances and it was then up to Manulife to determine its

course of action. The fact that Manulife proceeded with the cancellation suggests that it disagreed with the Agent's opinion and that SA was entitled to unilaterally cancel the policies. As well-intentioned as she was, the Agent's professional involvement should have ended there. As such, it is our view that disclosing information to MA without taking any steps to inform her client of her intention to do so was unfair and deceptive as contemplated in s. 509(1)(c) of the Act. Given all of our findings, it cannot be said that the Agent acted with due diligence to avoid the offence and we find her guilty in regard to the alternative allegation found in Count 2 of the Report.

As to the applicable sanction, the investigator noted that we have jurisdiction to levy a civil penalty in an amount not exceeding $1,000.00 pursuant to s. 480(1)(b) and s. 13(1)(b) of the Certificate Expiry, Penalties and Fees Regulation, A.R. 125/2001 for s. 509 offences. We also have the jurisdiction to suspend the Agent's certificate of authority for a period of time or revoke it for a period of one year. In this case, we do not believe that the Agent was motivated by personal gain notwithstanding the fact that conserving the policies would likely have enabled her to continue receiving trailer commissions as the agent of record. Among other things, the Agent has not been found of any other offences in the approximately 14 years since first obtaining a certificate of authority in 2002. As such, we do not believe that a certificate suspension or revocation is appropriate in the circumstances. We do, however, believe that a civil penalty is appropriate and we order that a civil penalty in the amount of $650.00 be levied against the Agent. This civil penalty 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. In the absence of an appeal of this decision, the Agent's certificates will be automatically cancelled pursuant to s. 480(4) of the Act if the civil penalty is not paid within thirty (30) days.

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: February 4, 2016

Original Signed By

Kenneth Doll, Chair
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
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Edmonton, Alberta T5K 2C3