INSURANCE COUNCILS APPEAL BOARD OF ALBERTA

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

BETWEEN:

Anthony Bentley

Appellant

-and-

The General Insurance Council ("the Council")

Respondent

Heard via Zoom Video Conference November 26 & December 17, 2021

BEFORE:

Thomas S. Kent	Appeal Panel Chair
Thom Young	Appeal Panel Member
Sarah Cameron	Appeal Panel Member

REASONS FOR DECISION AND ORDER

This matter came before us on November 26, 2021 and continued on December 17, 2021 in a hearing conducted via Zoom video conferencing. The Appellant appeared unrepresented. The Council was represented by Robert Martz.

The Appellant's position is that the Council's decision finding him in breach of section 480(1)(a) of the Act was in error and that this panel should find him not in breach. The Council levied a penalty of $5,000.00, which the Appellant also wants set aside.

The Council's position is that the Appellant had created fraudulent insurance documents for non-existent policies and knowingly provided falsified documents to his clients. In the alternative, the Council alleges that the Appellant made false or misleading statements, as contemplated in section 509(1)(a) of the Act, and, therefore, violated section 480(1)(b) of the Act.

The Council called three witnesses who were cross-examined by the Appellant. The Appellant testified and was cross-examined by Mr. Martz.

In its Appeal Submissions, the Council takes the position that the Appellant issued pink cards without obtaining insurance and that he intended to do so because he never followed up and obtained insurance (the section 480(1)(a) breach). Alternatively, he held himself out as an agent knowing he did not have a licence (the section 509(1)(a) offence).

The Appellant takes the position that he followed usual procedure of an agent and issued pink cards after submitting the appropriate information through insurers' portals or, in the case of Wawanesa, by submitting applications and associated information to the brokerage to submit to Wawanesa. Further, he states that he did not issue any pink cards after his brokerage terminated him and notified the Council of its concerns nor did he hold himself out to anyone as a licensed general insurance agent.

FACTS AND EVIDENCE

THE COUNCIL

First Witness

The Council's first witness was Aly Kanji ("the CEO"), CEO of Insureline Brokers, the brokerage firm which, through its franchise Insureline VeriFive ("VeriFive"), entered into a contractual relationship with the Appellant.

The CEO stated that the Appellant was looking to transfer his book of general insurance business and retire. They agreed that the Appellant would have his licence with VeriFive and over a 12–18-month period would continue to service his clients and as they came up for renewal, VeriFive would be able to assess the quality of the book. Once comfortable with the book value, an agreement to purchase the book would be entered.

Initially, the CEO was the Designated Representative ("the DR") at VeriFive even though he was located at head office in Vancouver. During the material times, David Miller (hereinafter "the DR") at VeriFive became the DR. The DR was the Appellant's direct contact at VeriFive from the outset of doing business. The Appellant worked from his own offices known as Greenlife Insurance.

According to the CEO, business went well for the first three or four weeks in or about July 2019. Some issues apparently arose; the CEO being so advised by the DR. In October 2019, the CEO came to Calgary to try and mediate the issues between the DR and the Appellant. The DR had advised the CEO that in late July or early August, the Appellant had placed some insurance through another brokerage referred to as an "MGA" and known as Premier. The DR had challenged the Appellant on this, and heated exchanges occurred according to the CEO.

The mediation supposedly resulted in an arrangement whereby the Appellant's office administrator would deal with the DR on behalf of the Appellant. The CEO says that the administrator did discuss the

process with the DR. The CEO further stated that in late October/early November, an insurer had called to discuss clients and VeriFive had no information on them. The DR related that the Appellant was asked for documents relating to same and they were not forthcoming. On December 2, 2019, VeriFive apparently heard from a client, but had no information. The CEO stated that he advised the Appellant that this was not acceptable, but he also stated that he did not believe the Appellant had any "bad intent".

The CEO stated that he spoke to one or two clients only and that they did not seem concerned and advised him that they would speak to the Appellant. The Appellant's administrator assisted VeriFive and was helpful. As a result, VeriFive contacted all clients with quotes but no insurance and developed what became Schedule A (Exhibit "F" to Investigation Report contained in the Appeal Package, p. 19).

The CEO identified the letter marked as Schedule C (part of Exhibit "E" to Investigation Report in the Appeal Package, p. 22), an email message from Aviva to Insureline personnel which recounts, *inter alia*, that the Appellant was licensed with VeriFive until expiry on December 11, 2019. The CEO stated that the Appellant had been told to stop writing business in early November but had continued to do so.

In reference to Schedule C, the CEO was asked if it concerned him that the Appellant was apparently holding himself out as licensed with VeriFive. He stated that they were fearful as to what he may have done.

The CEO was also shown Schedules B and D (parts of Exhibit "E", *supra*, p. 21). Schedule B is the pink card dated December 4, 2019 issued to a client with initials KTH, upon which the Council relies as evidence of issuing fraudulent documents and/or misleading customers as to his status.

Schedule D is the January 10, 2020 letter from Insureline to the Appellant purporting to recap the history of events from early November 2019 to the date of the letter, much of which is information provided by the DR to the CEO directly or through copies of internal/external documents.

On cross-examination by the Appellant, the CEO admitted that he presumed the Appellant had issued the pink card to KTH. When asked about his references to his office not receiving information, he clarified that he meant the DR at VeriFive not receiving information.

In reference to the Appellant having placed insurance through an MGA, the CEO referred to having received an email from Premier. No such email was produced in these proceedings. The CEO clarified that he was receiving his information from being copied on emails or having emails forwarded to him.

The CEO confirmed that no purchase agreement was entered into with the Appellant or his firm.

The CEO confirmed that the Appellant was legally licensed until December 11, 2019. He stated that on November 6, 2019, the DR had asked the Appellant to stop writing business.

Second Witness

The Council's second witness was the DR. He stated that the Appellant could issue pink cards with approval of VeriFive. The Appellant was to send applications to the DR as he had binding authority.

He identified Schedule A as being based upon applications they had on hand or received from insurers.

With respect to Schedule B, the pink card issued to KTH, he stated that the Appellant told "us" to whom he had issued cards. He stated that the Appellant answered our questions.

The DR said that in relation to clients with pink cards showing as issued on Schedule A, "we" did not issue pink cards. Further, the Appellant was told not to issue pink cards.

Further with respect to Schedule B, the DR said that the card was not in "our format". He said that the phone number on same was, in fact, Greenlife's telefacsimile number and that they had no information on KTH. He said "we" understand the card came from the Appellant's office. This came clear when he was referred to Schedule C.

The DR stated that one client with such a pink card was involved in a minor parking lot accident. He gave no more detail.

On cross-examination by the Appellant, the DR could not recall which client had been in the accident. He was asked to look at Schedule A to refresh his memory but could still not remember.

The Appellant tried to elicit where Schedule B, the KTH pink card, came from. The exchange was disjointed but the DR was unable to add anything. The DR could only state that VeriFive did not issue it. On being asked about the Appellant's office phone number, the DR was able to recount it from memory and then admitted that the number on the pink card was not the facsimile number.

The DR was not denying the validity of the pink card.

The Appellant spent some time taking the DR through parts of Exhibit "A" (marked at the hearing, namely the documents submitted to the Panel and the Council by the Appellant) attempting to elicit the process to be followed in making applications and binding clients with coverage. The animus between he and the DR was apparent on both sides. It became apparent that the documents in Exhibit "A", as copied by the Appellant for this proceeding, were fraught with copying issues. The Appellant tried to have the DR agree that all necessary information was contained in the Wawanesa applications. The DR would not agree and stated that there was no premium information contained in some (the copying problems affected this point such that the Panel could not make a clear determination). He was adamant that he had never seen the applications until documents were assembled with the assistance of the Appellant's administrator after the Appellant was asked to cease writing business.

Notwithstanding that the Appellant signed the applications in Exhibit "A", the DR stated that he did not know who had obtained the information therein.

There was no disagreement that Wawanesa applications were to be completed by the Appellant and his office then forwarded to the DR for submission. The DR stated that it would take Wawanesa two to three weeks to respond to an application. All other insurers gave access to brokers through personalized portals online. The DR stated that he gave the Appellant his online access from time to time so that the Appellant could make the applications. Often, a policy is instantaneously issued online. Policy numbers are populated in the form by the insurer's system while being created.

The DR said that pink cards are to be issued only when applications are submitted to insurers.

The Appellant put the first application in Exhibit "A" to the DR and asked if it appeared to be a normal RSA portal application. The DR replied, "yes, it looks like it". The Appellant put it to the witness that the application went to RSA, the premium cheque was cashed, and policy generated. He then said that the DR had called RSA and canceled the policy and requested a refund to client. The DR replied – no, I don't recall that.

The Appellant referred the witness to applications two and three in Exhibit "A". in relation to the third, he asked that if all the information was entered and the application was signed, would it be the time to issue the pink card. The reply was that it needed to be sent to the insurer. The DR was then pressed to respond on the basis that the client was sitting in the Appellant's office at the time. The DR insisted that the application must be submitted to the insurer first. Upon more questioning, the DR stated that if application was through a portal, the pink card can be issued right away. If emailed to the insurer, the pink card could issue as soon as the application was emailed.

The DR agreed with the Appellant's description of the process to be used with Wawanesa but stated that he had never seen the relevant applications. He stated that if the applications were sent to him, he could issue pink card or authorize the Appellant to do it.

The DR was then questioned on whether he ever issued a pink card to a client of the Appellant. He said he did but could not recall a client. After being pushed as to how many, he altered his evidence to state that he would not issue cards on new business. He then said he issued none for persons on Schedule A. He said he would issue on endorsements and renewals.

The DR was then questioned on his apparent failure to process change requests by the Appellant on personal auto policies. He was taken through the chronology and documents showing transmission. The DR stated that he never received the change request.

Lastly in cross-examination, the DR stated in response to whether VeriFive had paid for the purchase of the Appellant's business that they had paid commissions for policies bound.

The witness was then questioned briefly by the industry panel members about binding authority and whether the Appellant had portal access to RSA. The DR stated that he had told the Appellant when he could bind and that he allowed the Appellant to use his portal access to RSA.

Third Witness

The last witness for the Council was Nicholas Woodhouse, the AIC investigator on this matter ("the Investigator"). Having received the Insureline letter of December 10, 2019, the Investigator requested more details from the CEO. He received the CEO's email of February 3 and a letter dated March 10, 2020 in response. The latter included documents. The responses form part of the Appeal Package.

On July 6, 2020, the Investigator wrote to the Appellant in essence asking him for his response to the Insureline allegations by setting out specific questions. Ultimately, he heard back from the Appellant's assistant who advised that he was recuperating after just being released from hospital on or about July 19, 2020. An extension was granted and on August 5, 2020, the Appellant forwarded a copy of the Investigator's letter dated July 6, 2020 upon which he wrote "No" after each question. Sometime thereafter but before March 30, 2021, the Investigator wrote his report to the Council.

The Investigator testified that he had dealt with the CEO before and found him to be usually cooperative. He also stated that he left the AIC in April 2021. On March 30, 2021, he emailed the Appellant copying him with the letter and report to Council.

On April 13, 2021, the Appellant sent the Investigator a more fulsome response to the July 6, 2020 letter by email. On cross-examination, the Investigator was asked if he did any further investigating as a result of the April 13 email. He stated that he did not as he left the AIC. He had no knowledge of what occurred thereafter other than that the April 13, 2021 email was included in the package before the Council as was apparent from the Council's decision.

The Investigator stated that there were no other investigators there when he left and gave the name of the Director of Compliance as someone who may have knowledge. This person was not called as a witness.

As a result of the Appellant's questions, it was clear that the Investigator did not question any of the Insureline documents and that no one had raised the issue of authenticity with him. Specifically, the pink card (Schedule B) was shown to the witness and he was asked if he did anything to determine that the Appellant had issued it. The Investigator referred to having received it from Insureline and he referred to the documentary evidence about conversations with Aviva (Schedule C). The Investigator made no enquiries of his own.

The Investigator did say that if he had remained at the AIC he would have looked into the April 13 responses and investigated. In this case, he did not rewrite his report because of said response.

With respect to the accident alleged by Insureline, the Investigator stated that he did not investigate it.

There was no further evidence called by the Council, and, therefore, no further evidence on the investigation.

THE APPELLANT

The Appellant testified and called no other witnesses. In chief, he said that he was educated at Cambridge, was introduced to Lester Pearson by his uncle and was so impressed he came to Canada. He studied commerce then went into the transportation industry with one of Canada's largest transportation companies which ultimately had him work stints in Tanzania and Venezuela. He then became a transportation consultant in Canada and came to Calgary in 1980 to consult on the LRT system.

Over time, he became aware of clients' insurance issues and noted deficiencies in their insurance coverage. He met a broker named ** Personal Information and referred some of his clients to him. He then obtained his life and accident accreditation being sponsored by Financial Management at the time (1988/89).

Once selling insurance, he began to realize that his life and accident clients also needed general insurance so he became licensed in 1995.

He stated his premiums billed in 2017 were $4.2 million. He moved to A-Win for wider exposure to carriers. In 2018, A-Win lost most of its contracts with carriers. Knowing an agent at Insureline, he approached them. He ultimately ended up working with Insureline VeriFive with one Josh Little ("Little"). He signed an agreement whereby he retained ownership of his book of business.

Everything went well and he had access to online portals such as Aviva, Intact, Wawanesa and others. As he was not comfortable with the Wawanesa portal, he would complete applications for insurance for Wawanesa and send them to Little for inputting online.

He began to report to the DR in or about July 2019. He stated that he sometimes helped the DR understand commercial issues. He found the DR to be somewhat of a "know-it-all". In September 2019, he stated that he received a quote from the DR on a bungalow property that was too high. He advised the DR that he must have input something incorrectly in the system. He was met with a string of profanities which upset him. Thereafter, there was no civility between them. The Appellant said he carried on no further verbal communications with the DR.

He testified that he and the DR met with the CEO in October. The result was that the Appellant was offered the chance by the CEO to move to Insureline Complete in Calgary. He stated that on November 6, 2019 confirmation of receipt of the transfer application was confirmed by AIC. He believes that the DR got wind of the transfer and created a fuss and began making allegations against the Appellant.

The Appellant went into detail about accessing portals and how he would complete Wawanesa applications with clients and email them to the DR. He would, in such cases, issue pink cards or binder letters once the applications were emailed to the DR. If the client was paying by cheque, his company would send a cheque directly to insurer.

The Appellant stated that he was a stickler for following procedures and gave an example from his past involving his handling of the Royal Train in Canada during the 1986 Olympics for which he was, *inter alia*, vetted by the RCMP. He stated that he told ** Personal Information nothing as part of the security aspect.

The Appellant stated, in relation to the allegation of intentionally creating documents for non-existing policies and knowingly providing false documents to his clients, that all applications were properly taken, and all pink cards then issued. Until an insurance company chose not to insure, a client was covered. He further explained that if an insurer does not want to insure a client, it usually calls the broker to explain that it is not proceeding and gives a grace period for other coverage to be located so that the client remains covered. The grace period is usually about two weeks and never less than one week.

In relation to the allegation of making false and misleading statements (holding himself out as a licensed agent), he stated that he did nothing after December 10, 2019 at which time he understood his license had been terminated by Insureline VeriFive. He stated that he was in Montreal at the time the pink card was issued to KTH.

The last portion of the Appellant's testimony in chief was focused on his health odyssey ** Personal Information
** Personal Information

Finally, he testified that his book of business was now somewhere between Insureline VeriFive and Complete. He never received a dollar for same.

In cross-examination, the Appellant was challenged about his statement that the DR is a "liar", but that he did not put that to the DR in his cross-examination. The Appellant stated that when he is confronted by someone like the DR his reaction is to shut down and avoid contact.

When challenged that he did not raise his issues about the DR with the AIC, he stated that he answered all the questions asked by the Investigator in his April email.

In respect of the CEO, he stated that the CEO has a way with words and his interests were in expanding his business. Thus, the CEO went along with his DR at Interline VeriFive as it would create a net benefit. The Appellant stated that the CEO avoided issues; an example being that he did not mention the offer to move to Complete.

When challenged that he did not produce any documents relating to moving to Complete, he held up a document to the camera. He was then accused of not producing it in these proceedings. (The state of the evidence in general will be discussed later in these reasons.)

Mr. Martz spent time questioning the Appellant on his inability to produce relevant documents to show, *inter alia*, proof of transmission of applications to the DR. The Appellant explained that he closed his office in late February 2020 when the lease expired and computers upon which such documents could be located were disposed of.

When asked why he did not preserve documents, he stated that he had all hard copies in storage. He also stated that his company's email was handled through Telus, but he did not try and locate evidence

through that avenue. The Appellant suggested that the DR should prove that he did not receive the Wawanesa applications. He also stated that there was no issue until he heard from AIC in July 2020.

The Appellant referred to his own application to change his auto insurance in March 2020 (in Schedule B to his submissions, part of Exhibit "A"), which he followed up on in October-December 2020 as the DR had never responded. He described his communications with Intact and one Mr. Andrew at VeriFive. Ultimately, Intact made the changes needed without the broker's involvement.

When asked about not following up with Wawanesa and other insurers in relation to applications, the Appellant stated that he knew that insurers were slow in sending out their packages at the time and he referred to Wawanesa having sent a letter apologizing for its tardiness. He said there was no need to become suspicious and that it was standard to issue a second temporary pink card if necessary.

In relation to the ** Personal Information policy application contained in Exhibit "A" (pp. 1-4, incl.), the Appellant stated that the DR canceled the policy and must have known about it (and its details) to do so. He held up his copy of the application to the camera which showed a footer with the insurer's portal information. It turned out that the footer had been cut off on some copies of this document sent to the parties and Panel, but at least one Panel member received it with the footer showing.

When asked about clients not receiving policies, the Appellant stated that he wouldn't know if a client received a policy unless he heard from client.

With respect to KTH and the Dec 4 pink card, the Appellant stated that KTH was a client of Khalid Zuk (ph.) of his office. The Appellant says that he did not issue the December pink card but met client in January. The client needed another temporary card. The Appellant had called Aviva to verify client info. The client spoke poor English, so he assisted by calling Aviva. He was really acting as an interpreter he said. The Appellant was clear that he did not hold himself out as the agent of KTH. He was the only one in the office as he was dealing with his life insurance practice that day.

The Appellant was adamant that if he issued a pink card, it would be handwritten and he stated that he issued no pink card after December 10, 2019.

Mr. Martz questioned the Appellant on the fact that the Council had his answers given in his April 13 email. The Appellant queries whether his points were tested by anyone.

In questioning by the Chair, the Appellant made it clear that he had been intending to retire and that he has no desire to sell general insurance in the future.

STATE OF THE EVIDENCE

As often occurs with unrepresented parties, adherence to production rules and/or understanding of same can be lacking. The Appellant clearly could have produced other relevant documents in this entire process although his health issues did and would have affected timing.

On the Council's side, there is a dearth of evidence, which could have been obtained from Insureline (for instance, the DR's email account with the Appellant and his firm for relevant periods), and the departure of the Investigator caused further problems. It seems that no one continued the investigation after receipt of the Appellant's April 13, 2019 email.

The Panel is left with an incomplete evidentiary picture. It is the Council's burden to prove its case.

DISCUSSION OF ISSUES AND EVIDENCE

It is the Panel's view that the evidence tendered by the Council, including the Investigation Report, is insufficient to meet its burden on both counts. It is clear that the issues raised by the Appellant's April 13, 2019 email response were not followed up. It is also clear that the CEO relied on secondhand information, mostly from the DR, to make his decisions. The DR seemed to have a perspective on the relationship with the Appellant that does not accord with industry practice in relation to brokerage/agent relations and authority. He seemed to act as if he was the Appellant's boss instead of recognizing the contractual nature of the relationship and the norms of the practice of applying for home or auto insurance and binding authority.

The fact that there was a contractual relationship between the Appellant and Insureline which was to lead to sale of his general insurance book of business was lost on the Investigator and the Council. The fact that the CEO and the DR stood to benefit from the Appellant's clients and paid nothing for it raises serious questions.

The evidence of the Appellant and the DR did not really clash except on the issue of receipt of the Wawanesa applications. The Appellant's evidence is to be preferred in that regard as the DR was somewhat evasive and uncertain. Further, the DR could have produced documentary evidence to support his position and failed to do so.

Lastly, the Investigator made passing references on two occasions to "other information" he had about the Appellant that he was not at liberty to discuss. This was most inappropriate and begs obvious questions.

RELEVANT STATUTORY SECTIONS

Section 480(1)(a) and (b) of the Act

> 480(1) If the Minister is satisfied that the holder or a former holder of a certificate of authority
>
> (a) has been guilty of misrepresentation, fraud, deceit, untrustworthiness or dishonesty,
>
> (b) has contravened any provision of this Act or the regulations or similar legislation in another jurisdiction or legislation that is a predecessor of this Act or the regulations,

the Minister may revoke, suspend or refuse to renew or reinstate one or more of the certificates of authority held by the holder, impose terms and conditions provided for in the regulations on one or more of the certificates of authority held by the holder and impose a penalty on the holder or former holder.

Section 509(1) of the Act

509**(1)** No insurer, insurance agent or adjuster may

(a) make a false or misleading statement, representation or advertisement,

(b) engage in a tied selling practice prohibited by the regulations,

(c) engage in any unfair, coercive or deceptive act or practice, or

(d) make any statement or representation or commit any practice or act that is prohibited by the regulations.

SECTION 480 (1)(a) OFFENCE

The Council points out that this offence is a *mens rea* offence. It is clear to the panel that the Council cannot meet the burden that the Appellant intentionally or recklessly created false documents of insurance for clients. By failing to properly investigate the Insureline files and communications and question staff members of Insureline and Greenlife, the evidence is incomplete and, as such, does not show such intention nor even the necessary deliberate underlying acts or omissions by the Appellant.

The Council must demonstrate that the Appellant, "has been guilty of misrepresentation, fraud, deceit, untrustworthiness or dishonesty", which in our opinion it has failed to do. The Appellant is a longstanding insurance broker who has no discipline history and is in his late 70's having recovered from ** Personal Information In this case, he has been treated as if guilty until he proves innocence.

The Council submitted that the Appellant could have been fined for each application shown in Schedule A or Exhibit "A" (78 in number), but only received one $5,000.00 penalty for all offences. The Panel is of the view that the applications shown in the aforementioned documents simply illustrate normal behaviour of a broker/agent. The bulk of the applications in Exhibit "A" were to Wawanesa. It is well known to the Panel's industry members that the Wawanesa portal at the material times was problematic and that the procedure described by the Appellant accorded with industry practice at the time. Further, it was well known that turn around time for Wawanesa was lengthy, several or more months, as described by the Appellant. No one ever probed Insureline about these matters.

It is also important to note that no one asserted that the Appellant profited by the alleged conduct. In fact, the Council stated such is not alleged. The DR stated that the Appellant was paid commission on policies issued. No records were tendered to give any perspective and allow analysis against the alleged 78 contraventions.

SECTION 509(1) OFFENCE

This offence is a strict liability offence. The question is whether the Appellant in his communications with Aviva on January 7, 2020 held himself out as a general insurance agent with KTH as his client. The evidence relied upon by the Council in its decision was the pink card and the emails presented by Insureline as part of its disclosure to the Investigator (Schedules B, C and D to Exhibit "G" of the Investigation Report). This evidence is best summarized as hearsay, indirect and untested.

The Appellant gave his recollection of the call to Aviva as described above. No one with firsthand knowledge on the Aviva/Insureline side of the fence was called to testify. The industry members of the Panel know that a telephone call received by Aviva from the Appellant stating that he was calling from Greenlife would cause the information held by Aviva about the Appellant to pop up on the recipient's computer. There is no evidence to contradict what the Appellant recalls about the call. The evidence is otherwise filled with assumptions and proves little relevant to the offence.

It is the Panel's view that the Council has not shown the *actus reus* required.

CONCLUSION AND SUMMARY

It is the Panel's order that the Decision of the Council dated June 11, 2021 is hereby set aside. If the Appellant paid the fine levied, it shall be refunded to him together with any other amounts collected from him, if any.

Further, the Appellant's appeal fee shall be reimbursed to him.

LATE ARISING ISSUE

On January 7, 2022, the Appellant emailed the Chair of the Panel alleging that Panel member Thom Young was in a conflict of interest as the Appellant had become aware that the DR was apparently making comments to colleagues that Mr. Young would have his back in this proceeding based upon their prior relationship. The Chair replied to the email on January 10 and copied Mr. Martz who had not been copied by the Appellant. The Council's position as a result of the Appellant's complaint is that there is no conflict, the complaint is late, and that the Council was unaware and cannot confirm that Mr. Young was the DR's boss. If he was, it does not create an apprehension of bias says the Council.

During the hearing on December 17, 2021, there was a reference in evidence to the DR working for Mr. Young's company sometime prior to joining Insureline. The Panel discussed this during a regular break that day. The Panel was satisfied then and remains satisfied that Mr. Young is not in conflict. Mr. Young had no direct contact with the DR and did not recognize him when he testified on November 26. The structure of management at the time (estimated to be four or five years ago) was such that the DR was under someone else's supervision.

The Panel caucused on December 17 after the close of the hearing and came to its conclusions then. But for the intervening holiday period, the Decision would have been issued sooner.

DATED the 12th day of January 2022.

INSURANCE COUNCILS APPEAL BOARD OF ALBERTA

Per:

Thomas S. Kent – Panel Chair

Per: "Thom Young" per TSK

Thom Young – Panel Member

Per: "Sarah Cameron" per TSK

Sarah Cameron – Panel Member