

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 Mohamad Awdi
(the "Agent")

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

This matter involves alleged violations of s. 480(1)(a) of the Act. Specifically, it is alleged that the Agent submitted two (2) insurance applications the clients did not agree to, that contained falsified client information, and the Agent electronically signed, pretending to be the client.

Additionally, it is alleged that the Agent violated s. 480(1)(a) of the Act, in that the Agent electronically signed twenty-four (24) insurance applications, acting as the client.

As such, it is alleged that the Agent acted contrary to s. 480(1)(a) of the Act and is guilty of fraud, deceit, dishonesty, untrustworthiness, and/or misrepresentation.

Facts and Evidence

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

The Agent held Life and Accident and Sickness (A&S) certificates of authority from November 24, 2021, to June 30, 2024.

The AIC commenced an investigation in response to an email received from [R.H.] [redacted] and [S.H.] [redacted] (hereinafter, the "Complainants"), dated February 17, 2023, which stated:

[...]

My [spouse] [redacted], works at [P.T.A.] [redacted].

That company is associated with [A.I.L.I.C.] [redacted] (hereinafter the “Insurer”); they contacted us over a year ago asking if we need insurance from them. We mentioned we already have coverage [...] but that we would like to compare their policies with our current ones [...]. We had a zoom meeting with 3 representatives from [the Insurer] [redacted] in September 2022. We didn’t agree to any policy. We didn’t give any banking information. We didn’t give our SIN. We didn’t give our driver’s license numbers. [...] We let [the Insurer] [redacted] know that we would not be pursuing any coverage with them, however since then we have received numerous physical mail showing what appears to be approved insurance policies with [the Insurer] [redacted]. Things recently are starting to get weird, and have crossed the line into fraud I’m pretty sure.

Have a look at the attached document where they’ve made up Social Insurance Numbers and drivers license numbers for both my [spouse] [redacted] and I, and even forged our signatures. They have our kids names on the document as well. The document looks like it is designed to fool us into signing on with them. The document has our false personal information (drivers license number, forged signatures, fake SIN etc.) We’ve asked them to stop sending us any more mail and remove our contact info from their mailing lists. [...]

In the same email of February 17, 2024, the Complainants provided the following information:

1. Policy Number CD****244 [redacted] (hereinafter “Policy 224”), in the name of [S.H.] [redacted] (hereinafter “Client 1”), and
2. Policy Number CD****882 [redacted] (hereinafter “Policy 882”), in the name of Client 1.

Policy 224 in the name of Client 1 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 1] [redacted]	October 18, 2022	CD****224 [redacted]	Driver’s License Number: *****325 [redacted] SIN: ***-**-621 [redacted] Email Address of Client: Sko*****ss@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 882 in the name of Client 1 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 1] [redacted]	December 27, 2022	CD****882 [redacted]	Driver’s License Number: *****325 [redacted] SIN: ***-**-621 [redacted]

			<p>Email Address of Client: Sko*****ss@gmail.com [redacted]</p> <p>Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]</p>
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On February 23, 2023, the AIC investigator requested the following information from the Complainants:

[...]

I will investigate the matter regarding [the Insurer's] [redacted] agents [...]. To assist in my investigation, please provide the following documents and/ or information:

- Any/all correspondence with [the Insurer] [redacted] and their agents/affiliates; and,
- Any/all documents mailed to you by [the Insurer] [redacted] regarding this matter; and,
- Quotes provided to you; and,
- A copy of your driver's licenses; and,
- Any other documents you feel may help my understanding of the material facts

[...]

On February 24, 2023, the Complainants provided the following information:

[...] Our end goal is: We don't want to hear from them again and we are glad you are seeing the mail they are sending us as I'm sure that something very unusual is happening (fake SIN's, fake drivers license numbers, erroneous typos with our mailing address, phone numbers etc.)

[...] As I've stated earlier, we did not sign up with [the Insurer] [redacted]. We just want their physical mail to stop (a request by us which has gone ignored by them) and we want to ensure our privacy is protected. [...]

On March 3, 2023, the AIC investigator requested the Complainants provide the following:

[...]

Could you confirm the agent(s) name(s) you were speaking with regarding quotes? Please provide any/all correspondence between the agent(s) regarding this matter.

[...]

On March 6, 2023, the Complainants provided the AIC investigator the following information:

[...] My [spouse] [redacted] was asked by representatives at [the Insurer] [redacted] to have a zoom meeting to go over their policies, as sort of a first introductions courtesy call. During that zoom meeting, there were three people acting on behalf of [the Insurer] [redacted] and their names are:

[redacted]

Mohammad Awdi

Mody Awdi

We don't have any email correspondence with them and the zoom meeting was planned over the phone.

[...]

On April 25, 2023, the Insurer provided the AIC investigator with the following information:

[...]

[The Insurer's] [redacted] procedures surrounding docusigned document verification.

DocuSign signing software is integrated into [the Insurer's] [redacted] electronic application software. During the application process, the agent obtains an email address from the customer. This email address is used to send the customer application forms for review and signature. After the customer reviews and completes the application by electronic signature, a DocuSign signature certificate is sent as verification to the Company.

[...]

[Emphasis added in original document]

On October 26, 2023, the Agent provided the AIC investigator with the following information:

[...]

Regarding your investigations of the allegations made by [the Complainants] [redacted] about falsified applications I had submitted without their knowledge, I will provide a detailed response to address the information you have requested.

I would like to make it clear that I have never directly spoken to or interacted with either [Complainant] [redacted]. My only involvement with the application process for these clients, was assisting the agent, [C.T.] [redacted] (hereinafter "Agent 1") with a technical error on [the Insurer's] [redacted] system that prevented [Agent 1] [redacted] from uploading the information from [Agent 1's] [redacted] computer. [...]

While contracted with [the Insurer] [redacted], my position was as a manager, and I had trained agents that were new to the team and provided sales support.

[Agent 1] [redacted] was one of the agents on my team and I became aware of [the Complainants] [redacted] after they met with [Agent 1] [redacted] to complete applications. [...]. [Agent 1] [redacted] met with the clients over zoom around September of 2022. I was not present for that meeting because [Agent 1] [redacted] had completed the necessary training to complete independent sales.

My role as [Agent 1's] [redacted] manager was to check in after client meetings to talk about how everything went and/or provide support to address any questions/problems etc.

When I spoke to [Agent 1] [redacted] to follow up with [Agent 1] [redacted] after [Agent 1] [redacted] finished the meeting with [the Complainants] [redacted], it was over the phone. [Agent 1] [redacted] mentioned that it all went well, [Agent 1] [redacted] spoke with the clients, did the presentation for [the Complainants] [redacted] presumably filled out the application with no problems. [Agent 1] [redacted], was the only agent who spoke/dealt with the clients directly, that I am aware of.

After [Agent 1] [redacted] wrote the application (electronic application) it was uploaded to the [Insurer's] [redacted] system for review. The way I do the review is by making sure all the questions answered, boxes checked off, etc. When it comes to Social Insurance Number, Drivers License, and Banking information listed on application; I am only able to verify if the right number of digits are provided as there is no verification method for this on the [Insurer's] [redacted] system. The verification is to be completed through call verification and underwriting after application submission.

Since I was not present for the client meetings with [the Complainants] [redacted], I did not collect any information and cannot verify any ID information or banking details.

This is the responsibility of the agent completing the same and the agent should be reviewing these documents on Zoom and recording the details accurately on the application.

My role in the application submission was solely a review and approval for the submission of the application. I did not physically sign my name on the application as an agent, whatsoever.

On the [Insurer's] [redacted] website, there is a notes tab/feature where we are able to keep notes temporarily before submission. To my knowledge, that is the only section where my name would appear. After the application is submitted, it goes through the system to be billed/debited and approved, then details/record of the manager that reviewed the application are removed.

I recall that after [Agent 1] [redacted] wrote the sale, it was reviewed and submitted to be billed, verified and

underwritten. A few days later we were notified that the billing came back as an NSF, twice.

[...]

I had access to view [Agent 1's] [redacted] MOD's because at the time of sale, I was [Agent 1's] [redacted] manager.

When I saw the first NSF notice come in regarding [the Complainants] [redacted], it was early October 2022 and I made sure [Agent 1] [redacted] was aware. I sent [Agent 1] [redacted] a message via text also spoke to [Agent 1] [redacted] directly to inform [Agent 1] [redacted] that [Agent 1] [redacted] received this notice and must contact client. [...]

Shortly after our conversation, the policy had lapsed because it did in fact NSF twice. When this notification was received, I connected with [Agent 1] [redacted] and asked that [Agent 1] [redacted] reach out to the clients to reinstate their insurance policy. [Agent 1] [redacted] reassured me that [Agent 1] [redacted] would speak with them but as time went on [Agent 1] [redacted] was not able to get ahold [sic] of them. As a manager, I offered support also tried to call the clients myself. Each time I called the clients, the call either was disconnected or would just endlessly ring with no answer or voicemail.

At [the Insurer] [redacted] the head office has a routine verification call, where the client is contacted one week after the date of the sale, for all clients. The call verification must be completed or the policy will also be cancelled/voided. If there are issues with the verification process and the client does not answer, the agent who wrote the sale will receive an email from head office advising they were unable to complete the verification due to various reasons, which may include a wrong number, no answer etc. Since I was [Agent 1's] [redacted] manager, I am cc'd on these communications sent to the agents in my team. When I received the notification about [the Complainants] [redacted], I contacted [Agent 1] [redacted] and talked about it with [Agent 1] [redacted] so I can confirm that [Agent 1] [redacted] was aware of the failed verification.

[...] From my conversation with [Agent 1] [redacted], I assumed at that time, it was honest mistake and [Agent 1] [redacted] either wrote down the number wrong or the client just didn't answer the phone. I asked [Agent 1] [redacted] to reach out to the client [...] and tell them to call the head office directly to do the verification call. Because contact could not be re-established with the clients, the coverage was never reinstated, to my knowledge. [...]

The last time [Client 1] [redacted] was discussed with [Agent 1] [redacted] ([...]) was February 6, 2023, when I asked, "did [Client 1] [redacted] reach out that [Client 1] [redacted] wants to put things back to normal?" By normal, I meant that the contact and banking was updated for reinstatement of [Client 1's] [redacted] initial application for insurance. [Agent 1] [redacted] did not reply back saying [Client 1] [redacted] got in contact [...]. There is also another screenshot I listed showing [Agent 1] [redacted] mentioning that [Client 1] [redacted] wanted to change [Client 1's] [redacted] bank account to have control of it. All communication were directly dealt between [Agent 1] [redacted] and [the Complainants] [redacted]. Since I heard nothing more from [Agent 1] [redacted] on this matter, I assumed it was handled and left this with [Agent 1] [redacted] as the agent.

Early April 2023 my Manager at the time, [M.M.] [redacted] (hereinafter the "Manager") asked me to join [the Manager] [redacted] for a zoom meeting that day. Once I entered [the Manager's] [redacted] zoom room [the Manager] [redacted] was present as well as [R.A.] [redacted] and [R.B.] [redacted] (hereinafter the "Compliance Team") who were part of the compliance team, wanted to speak with me. I was notified right then and there about the situation pertaining to [the Complainants] [redacted] and their complaint. I was asked if I was aware or had any involvement in the sale. I provided [the Insurer's] [redacted] compliance team, and my direct manager, all of the information that I had as well as a summary of conversations with [Agent 1] [redacted]. I was also asked whose bank account was linked to the application because it was not the clients banking. I was advised that the premiums were billed for at least 2 months from an account that was not the clients. Since I didn't personally record the banking details or view a VOID cheque, I could not confirm whose banking details were provided. I was advised the [the Insurer's] [redacted] compliance team would be speaking with [Agent 1] [redacted] and they asked that I provide all of the details I had regarding this sale and communications with [Agent 1] [redacted], which I did. Shortly after the meeting with [the Insurer's] [redacted] compliance, I was advised that [Agent 1] [redacted] submitted [Agent 1's] [redacted] resignation, did not meet with the compliance department and was unresponsive.

In Fall 2022 [Agent 1] [redacted] had an issue with the eapps not working properly. The issue was when [Agent 1] [redacted] wrote [Agent 1's] [redacted] eapp sales and submitted them to [the Insurer] [redacted] they would not post, so the sale was not recorded, reviewed or received.

When this was brought to my attention, we reached out to our office's tech team for a resolution on the matter. [...]. To trouble shoot the issue, I was able to log in to [Agent 1's] [redacted] eapp platform and tested to write a sale from my computer to see if it would work and then submitted it to [the Insurer] [redacted]. From my end it would show up properly but for [Agent 1] [redacted], there was a lag time for posting that could not be appropriately managed to confirm what was received and what remained to be posted due to the lag time. I didn't give the issues too much thought as it was a reported technical error and the eapp platform is not perfect. Until [Agent 1's] [redacted] issues were fixed, I offered support and [Agent 1] [redacted] asked that I submit a couple of the applications/sales to help [Agent 1] [redacted] out. [Agent 1] [redacted] would give me all the information [Agent 1] [redacted] collected from the client/sale and I would submit the application (with [Agent 1] [redacted] as the noted agent) from end because I usually view the applications [Agent 1] [redacted] submits, regardless. I never knew any information provided to me would be illegitimate. There is a code of conduct regarding ethical sales practices and had no evidence to suspect that [Agent 1's] [redacted] conduct was to be contrary. [...]. I cannot recall if one of the applications I assisted [Agent 1] [redacted] with submitting, belonged to [the Complainants] [redacted]. I had only done this for a few applications and for a very short time period. This was only done to assist [Agent 1] [redacted] because [Agent 1] [redacted] was a part of my team and I never thought any of this would happen. [...]

[P.J.] [redacted] (hereinafter "Agent 2") – [Agent 2] [redacted] was a member of [Agent 1's] [redacted] team and also [Agent 1's] [redacted] friend that [Agent 1] [redacted] personally recruited into the company. The relationship was amicable [sic] and well, [Agent 1] [redacted] was learning and training [Agent 2] [redacted] [...] most of the time unless I was asked for tips and ways to better help as I was always available to support [Agent 2] [redacted]. The reason [Agent 2] [redacted] got involved in [the Complainants] [redacted] matter is whenever a new agent comes on board and gets licensed. They need to be coded in order to activate their agent license. To do that, they need to be able to sell a client at least \$1 or more of a sale with their name on the application to activate their agent number within [the Insurer] [redacted]. So [Agent 1] [redacted] was in charge of doing so because it is the responsibility of [Agent 2's] [redacted] direct manager ([Agent 1] [redacted]) and [Agent 2] [redacted] used [Client 1's] [redacted] name as the application to do the code sale. [...]

On December 14, 2023, the AIC investigator requested the following information from the Insurer:

[...]

Further to AIC cases [...], regarding [the Complainants] [redacted] complaint alleging false applications were submitted without their knowledge, I have some additional questions:

1. What is your standard process for the submission of applications? (please be specific)
2. How does [the Insurer] [redacted] identify which agent submits the application? If it uses Identifying codes for the agents, how and when are those assigned?
3. Please provide [the Compliance Team's] [redacted] interviews/investigation file related to this matter.
4. What system does [the Insurer] [redacted] have in place to verify the electronic signatures of the applicants and the agents?
5. [...]
6. [...]
7. [...]
8. Mohamad Awdi:
 - a. Please provide a list of all business submitted by Mohamad Awdi between November 21, 2021 and July 5, 2023, when he resigned.
 - b. Please provide a list of commissions earned, any chargebacks, any payments by Mohamad for any debt, and current balances owing if any.

9. A list of any/all applications/policies where the email address ro*****12@gmail.com [redacted] was used for signatures.
[...]

On February 5, 2024, the Insurer provided the following information to the AIC investigator:

1. A letter dated February 5, 2024 (hereinafter the “February 2024 Correspondence”), and
2. Interviews/investigation files from the Compliance Team related to this matter (hereinafter the “Insurer’s Investigation Notes”).

The February 2024 Correspondence provided the following information:

[...]

1. What is your standard process for the submission of applications? (please be specific)

[The Insurer’s] [redacted] agents use the company provided software to completed applications and obtain customer signature. Once an agent and the customer complete an application, the agent uses the same software installed on his or her computer to send the application to the company. When the company receives the application, the review and underwriting process begins.

2. How does [the Insurer] [redacted] identify which agent submits the application? If it uses Identifying codes for the agents, how and when are those assigned?

- a) How does [the Insurer] [redacted] identify which agent submits the application?

Each agent uses his or her unique username and password to log into the software.

[The Insurer] [redacted] identifies which agent submitted the application based on their agent number and signature.

- b) If it uses Identifying codes for the agents, how and when are those assigned?

Each agent is assigned a unique code number by the Company when authorized to represent the company in the province in which agent is licensed.

3. [...]

4. What system does [the Insurer] [redacted] have in place to verify the electronic signatures of the applicants and the agents?

[The Insurer’s] [redacted] electronic application software has an integrated third-party signature platform to ensure the proper collection of signatures. At the application process, the agent requests an email address from the customer, to which the electronic application is emailed to the customer for review and electronic signature. A DocuSign signature certificate is also sent to the company as verification.

5. [...]

9. A list of any/all applications/policies where the email address ro*****12@gmail.com [redacted] was used for signatures.

Below is the list of applications where the email address ro*****12@gmail.com [redacted] was used for signatures:

- [B.C.] [redacted]
- [A.L.] [redacted]

- [A.V.] [redacted], [R.V.] [redacted], [M.V.] [redacted], AND [W.V.] [redacted]
- [F.V.] [redacted], [E.V.] [redacted], AND [F.V.] [redacted]
- [Client 1] [redacted]
- [P.M.] [redacted]
- [C.K.] [redacted]
- [A.M.] [redacted]
- [S.S.] [redacted] AND [J.S.] [redacted]
- [B.B.] [redacted]
- [J.C.] [redacted]
- [T.J.] [redacted]
- [A.D.] [redacted]
- [B.S.] [redacted]
- [A.H.] [redacted] AND [J.R.] [redacted]
- [S.R.] [redacted] AND [K.P.] [redacted]
- [K.B.] [redacted]

[...]

The Insurer's Investigation Notes provided the following information:

[...]

When we reviewed the letter from the Alberta Insurance Council dated April 3, 2023, regarding [the Complainants'] [redacted] applications, we contacted agents who submitted applications on behalf of [the Complainants'] [redacted] [...]. We also gathered details from [redacted] manager, Mohamad Awdi.

Below are the details we have noted for each agent involved with [the Complainants'] [redacted] applications:

[...]

Mohamad Awdi:

- [Agent 1] [redacted] and [Agent 2] [redacted] were supervised by Mohamad Awdi.
- Mohamad Awdi explained that he completed one of the applications for [Client 1] [redacted] (#CD****224 [redacted]) and used [K.J.'s] [redacted] personal username and password to submit the application without [Client 1's] [redacted] knowledge.
- Mohamad confirmed that the email address ro*****12@gmail.com [redacted] was his email address.
- Mohamad denied owning the bank account entered on [the Complainants'] [redacted] applications. He said he believed the bank account listed on [the Complainants'] [redacted] applications belonged to [Agent 1] [redacted].
- Mohamad confirmed he did not have [the Complainants'] [redacted] authorization to submit the application.
- A resignation was received from Mohamad on May 5th, 2023
- Mohamad Awdi's Contract with [the Insurer] [redacted] was terminated on May 25th, 2023.

[...]

On June 12, 2024, the Insurer provided the AIC investigator copies of the following insurance policy applications:

1. Policy Number CD****113 [redacted] (hereinafter "Policy 113"), in the name of [A.D.] [redacted] (hereinafter "Client 2"),
2. Policy Number CD****668 [redacted] (hereinafter "Policy 668"), in the name of [B.S.] [redacted] (hereinafter "Client 3"),

3. Policy CD****023 [redacted] (hereinafter “Policy 023”), in the name of [R.V.] [redacted] (hereinafter “Client 4”),
4. Policy CD****024 [redacted] (hereinafter “Policy 024”), in the name of [M.V.] [redacted] (hereinafter “Client 5”),
5. Policy CD****025 [redacted] (hereinafter “Policy 025”), in the name of [W.V.] [redacted] (hereinafter “Client 6”),
6. Policy CD****997 [redacted] (hereinafter “Policy 997”), in the name of [A.V.] [redacted] (hereinafter “Client 7”),
7. Policy CD****901 [redacted] (hereinafter “Policy 901”), in the name of [E.V.] [redacted] (hereinafter “Client 8”),
8. Policy CD****900 [redacted] (hereinafter “Policy 900”), in the name of [F.V.] [redacted] (hereinafter “Client 9”),
9. Policy CD****903 [redacted] (hereinafter “Policy 903”), in the name of [C.K.] [redacted] (hereinafter “Client 10”),
10. Policy CD****904 [redacted] (hereinafter “Policy 904”), in the name of [P.M.] [redacted] (hereinafter “Client 11”),
11. Policy CD****648 [redacted] (hereinafter “Policy 648”), in the name of [A.M.] [redacted] (hereinafter “Client 12”),
12. Policy CD****649 [redacted] (hereinafter “Policy 649”), in the name of [S.S.] [redacted] (hereinafter “Client 13”),
13. Policy CD****650 [redacted] (hereinafter “Policy 650”), in the name of [J.S.] [redacted] (hereinafter “Client 14”),
14. Policy CD****532 [redacted] (hereinafter “Policy 532”), in the name of [J.C.] [redacted] (hereinafter “Client 15”),
15. Policy CD****556 [redacted] (hereinafter “Policy 556”), in the name of [A.L.] [redacted] (hereinafter “Client 16”),
16. Policy CD****551 [redacted] (hereinafter “Policy 551”), in the name of [B.C.] [redacted] (hereinafter “Client 17”),
17. Policy CD****980 [redacted] (hereinafter “Policy 980”), in the name of [B.B.] [redacted] (hereinafter “Client 18”),
18. Policy CD****778 [redacted] (hereinafter “Policy 778”), in the name of [K.B.] [redacted] (hereinafter “Client 19”),
19. Policy CD****886 [redacted] (hereinafter “Policy 886”), in the name of [T.J.] [redacted] (hereinafter

- "Client 20"),
20. Policy CD****809 [redacted] (hereinafter "Policy 809"), in the name of [A.H.] [redacted] (hereinafter "Client 21"),
 21. Policy CD****809 [redacted] (hereinafter "Policy 809"), in the name of [J.R.] [redacted] (hereinafter "Client 22"),
 22. Policy CD****809 [redacted] (hereinafter "Policy 809"), in the name of [D.F.] [redacted] (hereinafter "Client 23"),
 23. Policy CD****809 [redacted] (hereinafter "Policy 809"), in the name of [I.W.] [redacted] (hereinafter "Client 24"),
 24. Policy CD****481 [redacted] (hereinafter "Policy 481"), in the name of [S.R.] [redacted] (hereinafter "Client 25"), and
 25. Policy CD****481 [redacted] (hereinafter "Policy 481"), in the name of [K.P.] [redacted] (hereinafter "Client 26").

Policy 113, in the name of Client 2 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 2] [redacted]	December 19, 2022	CD****113 [redacted]	Email Address of Client: Ma****.***1@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 668, in the name of Client 3 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 3] [redacted]	January 31, 2023	CD****668 [redacted]	Email Address of Client: Br*****17@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 023, in the name of Client 4 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 4]	October 8, 2022	CD****023	Email Address of Client:

[redacted]		[redacted]	Ra*****1a@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]
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Policy 024, in the name of Client 5 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 5] [redacted]	October 8, 2022	CD****024 [redacted]	Email Address of Client: Ra*****1a@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 025, in the name of Client 6 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 6] [redacted]	October 8, 2022	CD****025 [redacted]	Email Address of Client: Ra*****1a@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 997, in the name of Client 7 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 7] [redacted]	October 8, 2022	CD****997 [redacted]	Email Address of Client: Av*****1a@mirkacare.ca [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 901, in the name of Client 8 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 8] [redacted]	October 12, 2022	CD****901 [redacted]	Email Address of Client: Qu*****78@yahoo.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 900, in the name of Client 9 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 9] [redacted]	October 12, 2022	CD****900 [redacted]	Email Address of Client: Qu*****78@yahoo.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 903, in the name of Client 10 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 10] [redacted]	October 12, 2022	CD****903 [redacted]	Email Address of Client: Ka*****22@icloud.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 904, in the name of Client 11 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 11] [redacted]	October 12, 2022	CD****904 [redacted]	Email Address of Client: Ka*****22@icloud.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 648, in the name of Client 12 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 12] [redacted]	October 24, 2022	CD****648 [redacted]	Email Address of Client: A*****o@yahoo.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 649, in the name of Client 13 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 13] [redacted]	October 24, 2022	CD****649 [redacted]	Email Address of Client: Sj*****0@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 650, in the name of Client 14 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 14] [redacted]	October 24, 2022	CD****650 [redacted]	Email Address of Client: Sj*****0@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 532, in the name of Client 15 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 15] [redacted]	November 29, 2022	CD****532 [redacted]	Email Address of Client: Jo*****1@hotmail.com [redacted] Email Address on DocuSign Signature:

			Ro*****12@gmail.com [redacted]
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Policy 556, in the name of Client 16 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 16] [redacted]	February 27, 2023	CD****556 [redacted]	Email Address of Client: Mi*****9@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 551, in the name of Client 17 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 17] [redacted]	February 27, 2023	CD****551 [redacted]	Email Address of Client: Br*****g@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 980, in the name of Client 18 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 18] [redacted]	December 13, 2022	CD****980 [redacted]	Email Address of Client: Ba*****1@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 778, in the name of Client 19 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 19] [redacted]	February 6, 2023	CD****778 [redacted]	Email Address of Client: K*****2@telus.net [redacted] Email Address on DocuSign Signature:

			Ro*****12@gmail.com [redacted]
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Policy 886, in the name of Client 20 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 20] [redacted]	December 27, 2022	CD****886 [redacted]	Email Address of Client: Cj*****0@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 809, in the name of Client 21 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 21] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A****.***m@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 809, in the name of Client 22 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 22] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A****.***m@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 809, in the name of Client 23 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 23] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A****.***m@outlook.com [redacted] Email Address on DocuSign

			Signature: Ro*****12@gmail.com [redacted]
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Policy 809, in the name of Client 24 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 24] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A****.***m@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 481, in the name of Client 25 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 25] [redacted]	February 26, 2023	CD****481 [redacted]	Email Address of Client: S****.*****e@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

Policy 481, in the name of Client 26 provided the following information:

Client Name	Policy Date	Policy Number	Client Information on the Policy
[Client 26] [redacted]	February 26, 2023	CD****481 [redacted]	Email Address of Client: S****.*****c@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]

On October 22, 2024, the Agent provided the following information to the AIC investigator, by way of Addendum:

[...]

Reflection on Actions and Intentions

Throughout my career, I have always prioritized the best interests of my clients and the company I represented. Upon reflection, I realize that specific actions – while intended to streamline processes and support my team –

may have inadvertently caused misunderstandings or oversights.

When I first learned about the investigations, I did not know to contact Errors & Omissions (E&O) insurance, as no compliance team or manager informed me of the appropriate steps to take. I had to navigate this situation entirely on my own, without proper guidance or support. Despite this, I acted in good faith, believe I was handling things correctly.

As a manager, I was committed to fostering a collaborative and supportive work environment. For example, in the case of [Agent 1] [redacted], I sought to empower [Agent 1] [redacted] and promote [Agent 1's] [redacted] leadership within the team. As stated in Alberta Life Insurance's policies on teamwork, I believed that encouraging [Agent 1's] [redacted] development and providing guidance contributed to our team's overall success.

[Agent 1] [redacted] referred most of [Agent 1's] [redacted] clients to me. Unfortunately, due to the technical difficulties [Agent 1] [redacted] reported, such as [Agent 1's] [redacted] e-application not working, I may have inadvertently overlooked certain red flags.

Commitment to Professional Growth and Ethical Conduct

I sincerely regret any actions that may have fallen short of expectations or caused inconvenience. I deeply value the relationships I have built with my clients and colleagues, and my primary goal has always been fostering positive working relationships and delivering exceptional client outcomes.

I am committed to learning from this experience and ensuring that my future actions align fully with the needs and expectations of both our clients and the company. This commitment is a testament to my dedication to professional growth and ethical conduct.

Client Examples for Understanding

Below are some clients listed within the document completed by [the AIC investigator] [redacted] to help clarify what occurred:

[...]

Similarly, I worked with [Client 3] [redacted] ([...]), who was referred to me [...]. When an initial payment issue arose, I sought [Client 3's] [redacted] permission to expedite the process by revising [Client 3's] [redacted] e-application. We communicated openly through text messages to confirm the payment was resolved. My actions were intended to streamline the process and accommodate the client's needs, always prioritizing ethical conduct and transparency.

While my efforts were well-intentioned, I realize this was not the most ethical way to proceed and see how this can reflect badly on myself.

[...]

I now recognize that my most significant oversight involved clients who were relatives of [Agent 1] [redacted], including [Client 11] [redacted], [Client 10] [redacted], [Client 13] [redacted], [Client 14] [redacted], [Client 17] [redacted] and [Client 16] [redacted]. [Agent 1] [redacted] approached when [Agent 1's] [redacted] original applications of [Agent 1's] [redacted] family and members were not uploading properly. When their e-applications encountered issues or questions, I stepped in to assist, assuming all information provided was accurate and complete.

Reflection on Actions and Oversight

Reflecting on these instances, I deeply regret not conducting more comprehensive due diligence to verify the

legitimacy of these transactions. My desire to support a colleague and expedite the process clouded my judgment, leading to a situation I now recognize as a significant oversight. I acknowledge that I feel short of my professional standards in these cases, and I take full responsibility for any complications that may have arisen. I am committed to learning from this experience and ensuring that I adhere to the highest standards of due diligence in all future interactions.

In my eagerness to support the team and maintain a smooth workflow, I may have been too quick to trust the information given to me without conducting independent verification. For example, there were instances where I worked on sales initially written by [redacted] for clients such as [Client 21] [redacted] and [Client 22] [redacted]. I revised these sales to adjust the draft dates, assuming all necessary checks had been completed. In retrospect, I should have been more diligent in ensuring the accuracy of every detail before proceeding.

These actions were not motivated by ill intent but rather by a desire to assist my colleagues and clients in the most efficient manner possible. Unfortunately, I now recognize that my reliance on information provided by others without complete independent verification was a mistake. I deeply regret any harmful consequences that may have resulted from these actions and want to emphasize that I was not knowingly dishonest.

Admission of Shortcomings and Responsibility

While my intentions were always well-meaning, I now understand the importance of verifying every detail independently. I am committed to learning from these experiences and adopting a more rigorous approach to my work in the future. By strengthening my critical thinking skills and prioritizing independent verification, I aim to avoid similar mistakes and ensure professionalism in my interactions with clients and colleagues.

Commitment to Professionalism and Learning

[...]

While my intentions were never malicious, I acknowledge the mistakes I have made and the negative consequences they have had. I am committed to learning from this experience and making significant changes to ensure that such incidents do not happen again. I recognize that my actions have fallen short of the expected professional standards. [...]

[Emphasis added in original document]

Discussion

In order for the Council to conclude that the Agent has committed an offence pursuant to s. 480(1)(a) of the Act, the Report must provide 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 that the Council's finding can dramatically impact an insurance agent's ability to remain in the industry. Therefore, the Council carefully weighs all evidence before it prior to reaching its decision.

The applicable legal test to determine the Agent's guilt in violating s. 480(1)(a) of the Act is set out in the Court of Queen's Bench of Alberta decision, *Roy v. Alberta (Insurance Councils Appeal Board)*, 2008 ABQB 572 (hereinafter "*Roy*"). In *Roy*, the Life Insurance Council found that an agent violated s. 480(1)(a) of the Act by attesting to completing the required continuing education hours when he did not, in fact, complete the required continuing education hours. The Insurance Councils Appeal Board also found the agent guilty on appeal. The agent advanced the decision to the Court of Queen's Bench of Alberta.

In his reasons for judgment dismissing the appeal, Mr. Justice Marceau wrote as follows 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]

The evidence in these types of cases is based on the concept of “*clear and cogent*” evidence. In *The Matter of the Appeal of Arney Falconer*, Chairperson Hopkins dealt with this principal of clear and cogent evidence and provided as follows:

The Life Insurance Council stated in the Decision that there is a requirement “for ‘clear and cogent evidence’ because our findings can dramatically impact an insurance agent’s ability to remain in the industry”. However, the requirement for clear and cogent evidence does not mean that the evidence is to be scrutinized any differently than it should be in any other civil case. In all civil cases evidence must be sufficiently clear, convincing and cogent to satisfy the balance of probabilities. In *F.H.V. McDougall* 2008 SCC (sic); [2008] 3 S.C.R. 41 the Supreme Court of Canada states:

[45] To suggest that depending upon the seriousness, the evidence in the civil case must be scrutinized with greater care implies that in less serious cases the evidence need not be scrutinized with such care. I think it is inappropriate to say that there are legally recognized different levels of scrutiny of the evidence depending upon the seriousness of the case. There is only one legal rule and that is that in all cases, evidence must be scrutinized with care by the trial judge.

[46] Similarly, evidence must always be sufficiently clear, convincing and cogent to satisfy the balance of probabilities test. But again, there is no objective standard to measure sufficiency. In serious cases, like the present, judges may be faced with evidence of events that are alleged to have occurred many years before,

where there is little other evidence than that of the plaintiff and defendant. As difficult as the task may be, the judge must make a decision. If a responsible judge finds for the plaintiff, it must be accepted that the evidence was sufficiently clear, convincing and cogent to that judge that the plaintiff satisfied the balance of probabilities test.

[Emphasis added]

Contraventions of s. 480(1)(a) are *mens rea* offences that require proof of intent, knowledge, or recklessness on a balance of probabilities. Section 480(1)(a) of the Act reads:

If the Minister is satisfied that the holder or a former holder of a certificate of authority has been guilty of misrepresentation, fraud, deceit, untrustworthiness or dishonesty, [...] 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.

The Report alleged that the Agent was guilty of fraud, deceit, dishonesty, untrustworthiness and/or misrepresentation as contemplated by s. 480(1)(a) of the Act when the Agent submitted two (2) insurance applications the clients did not agree to, that contained falsified client information, and the Agent electronically signed, pretending to be the client; and electronically signed twenty-four (24) insurance applications, pretending to be the clients.

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

The insurance applications, the March 6, 2023, email from the Complainants, the February 2024 Correspondence, the Insurer's Investigation Notes, the insurance applications and the October 2023 email from the Agent were of significance to the Council's decision. In the Council's opinion, these materials demonstrated that the Agent acted in a dishonest, deceitful, fraudulent, and untrustworthy manner as contemplated by the Act.

The Council was concerned by the information on the insurance application that was determined to be false or to be the personal information of the Agent, which included:

Client Name	Policy Date	Policy Number	Client Information on the Policy	Falsified Information
[Client 1] [redacted]	October 18, 2022	CD****224 [redacted]	Driver's License Number: *****325 [redacted] SIN:	Driver's License: A copy of [Client 1's] [redacted] driver's license did

			<p>***_***-621 [redacted]</p> <p>Email Address of Client: Sko*****ss@gmail.com [redacted]</p> <p>Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]</p>	<p>not match the driver's license number on the application.</p> <p>Electronic Signature: The email address used to electronically sign the application belonged to the Agent.</p>
[Client 1] [redacted]	December 27, 2022	CD****882 [redacted]	<p>Driver's License Number: *****325 [redacted]</p> <p>SIN: ***_***-621 [redacted]</p> <p>Email Address of Client: Sko*****ss@gmail.com [redacted]</p> <p>Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]</p>	<p>Driver's License: A copy of [Client 1's] [redacted] driver's license did not match the driver's license number on the application.</p> <p>Electronic Signature: The email address used to electronically sign the application belonged to the Agent.</p>
[Client 2] [redacted]	December 19, 2022	CD****113 [redacted]	<p>Email Address of Client: Ma****.***@gmail.com [redacted]</p> <p>Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]</p>	<p>Electronic Signature: The email address used to electronically sign the application belonged to the Agent.</p>
[Client 3] [redacted]	January 31, 2023	CD****668 [redacted]	<p>Email Address of Client: Br*****17@gmail.com [redacted]</p> <p>Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]</p>	<p>Electronic Signature: The email address used to electronically sign the application belonged to the Agent.</p>
[Client 4] [redacted]	October 8, 2022	CD****023 [redacted]	<p>Email Address of Client: Ra*****la@gmail.com [redacted]</p> <p>Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]</p>	<p>Electronic Signature: The email address used to electronically sign the application belonged to the Agent.</p>
[Client 5] [redacted]	October 8, 2022	CD****024 [redacted]	<p>Email Address of Client: Ra*****la@gmail.com</p>	<p>Electronic Signature:</p>

			[redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	The email address used to electronically sign the application belonged to the Agent.
[Client 6] [redacted]	October 8, 2022	CD****025 [redacted]	Email Address of Client: Ra*****la@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 7] [redacted]	October 8, 2022	CD****997 [redacted]	Email Address of Client: Av*****la@mirkacare.ca [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 8] [redacted]	October 12, 2022	CD****901 [redacted]	Email Address of Client: Qu*****78@yahoo.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 9] [redacted]	October 12, 2022	CD****900 [redacted]	Email Address of Client: Qu*****78@yahoo.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 10] [redacted]	October 12, 2022	CD****903 [redacted]	Email Address of Client: Ka*****22@icloud.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 11] [redacted]	October 12, 2022	CD****904 [redacted]	Email Address of Client: Ka*****22@icloud.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.

[Client 12] [redacted]	October 24, 2022	CD****648 [redacted]	Email Address of Client: A*****o@yahoo.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 13] [redacted]	October 24, 2022	CD****649 [redacted]	Email Address of Client: Sj*****0@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 14] [redacted]	October 24, 2022	CD****650 [redacted]	Email Address of Client: Sj*****0@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 15] [redacted]	November 29, 2022	CD****532 [redacted]	Email Address of Client: Jo*****1@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 16] [redacted]	February 27, 2023	CD****556 [redacted]	Email Address of Client: Mj*****9@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 17] [redacted]	February 27, 2023	CD****551 [redacted]	Email Address of Client: Br*****g@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 18] [redacted]	December 13, 2022	CD****980 [redacted]	Email Address of Client: Ba*****1@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.

[Client 19] [redacted]	February 6, 2023	CD****778 [redacted]	Email Address of Client: K*****2@telus.net [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 20] [redacted]	December 27, 2022	CD****886 [redacted]	Email Address of Client: Cj*****0@gmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 21] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A*****.***m@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 22] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A*****.***m@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 23] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A*****.***m@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 24] [redacted]	January 31, 2023	CD****809 [redacted]	Email Address of Client: A*****.***m@outlook.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
[Client 25] [redacted]	February 26, 2023	CD****481 [redacted]	Email Address of Client: S****.*****e@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.

[Client 26] [redacted]	February 26, 2023	CD****481 [redacted]	Email Address of Client: S****.*****c@hotmail.com [redacted] Email Address on DocuSign Signature: Ro*****12@gmail.com [redacted]	Electronic Signature: The email address used to electronically sign the application belonged to the Agent.
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The Council took specific issue with the March 6, 2023, email from the Complainants, specifically naming the Agent as a participant in a Zoom meeting in September 2022, and the multiple denials from the Agent in his October 2023 email that he never personally met with the Complainants, including:

[...] *I would like to make it clear that I have never directly spoken to or interacted with either [Complainants] [redacted].*

[...] *I was not present for that meeting [...]*

Additionally, the Council was concerned with the Insurer's Investigation Notes, which stated the following:

[...] *Mohamad confirmed that the email address ro*****12@gmail.com [redacted] was his email address.*

This was of concern to the Council as the email was used to electronically sign twenty-six (26) insurance applications pretending to be the clients.

Consumers who purchase insurance products expect that insurance agents will act with the utmost good faith while carrying out their work. Honesty and integrity are the hallmarks of a good insurance agent. An insurance agent owes a fiduciary obligation to act in the best interest of their clients. It is, therefore, not unreasonable to expect that a high standard of due diligence be practiced by insurance agents.

In light of the information provided by the Agent, the evidence submitted by the Insurer confirms that the Agent submitted two (2) insurance applications the client did not agree to, that contained falsified client information, and the Agent electronically signed, pretending to be the client; and electronically signed twenty-four (24) applications, pretending to be the clients, the objective and subjective elements of the applicable legal test under s. 480(1)(a) of the Act are met. This was reckless conduct, and it is fraud, deceit, dishonesty, untrustworthiness and/or misrepresentation as contemplated pursuant to s. 480(1)(a) of the Act.

The *Insurance Act* and its Regulations act as a mechanism of public protection. It is the view of the Council that the Agent's deception was self-serving, as it was undertaken without any consideration to the risk that they were subjecting the clients and the Insurer to. Accordingly, a significant civil penalty is warranted

under the circumstances. In terms of the available sanction, the Council may impose a penalty for a violation of s. 480(1)(a) of the Act, not exceeding \$5,000.00 per demonstrated offence against an agent, in accordance with s. 36.1(1)(a) of the *Insurance Agents and Adjusters Regulation*, AR 122/2001. Given the seriousness of the offence, the Council ordered a civil penalty per demonstrated offence in the amount of \$5,000.00 resulting in twenty-six (26) offences, equaling \$130,000.00 be levied against the Agent.

The civil penalty must be paid within thirty (30) days of receiving this notice. If the penalty is not paid within thirty (30) days, interest will begin to accrue at the rate of 12% per annum as prescribed by s. 36.1(2) of the *Insurance Agents and Adjusters Regulation*, A.R. 122/2001.

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: January 23, 2025

[Original Signed By]

Andy Freeman, 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.

Contact Information and Useful Links for Appeal:

Email: tbf.insurance@gov.ab.ca

Phone: 780-643-2237

Fax: 780-420-0752

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

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

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