

ALBERTA INSURANCE COUNCIL
(the “AIC”)

In the Matter of the *Insurance Act*, R.S.A. 2000, Chapter I-3
(the “Act”)

And

Safder Abbas
(the “Agent”)

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

This case involves allegations pursuant to s. 480(1)(a) of the Act. Specifically, it is alleged that the Agent provided an insurer with a forged claim experience letter on three (3) occasions. In so doing, it is alleged that the Agent is guilty of misrepresentation, fraud, deceit, untrustworthiness, or dishonesty, as contemplated by s. 480(1)(a) of the Act.

Facts and Evidence

This matter proceeded by way of a written Report to Council prepared on September 6, 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 its conclusion, the Council carefully reviewed all evidence presented.

The Agent held a General Insurance – Level 2 Agency certificate of authority, periodically, from May 30, 2006, to September 22, 2023, when his certificate of authority was terminated. The Agent held a General Insurance – Level 1 Agency certificate of authority from November 18, 2003, to May 30, 2006.

This matter arose in response to correspondence received by the AIC [H.I.I.B.] [redacted] (hereinafter the “Agency”), on September 22, 2023. This correspondence provided the following information:

[...]

TO: Insurance Council

[...]

LICENSEE: Safder (Sai) Abbas, [...]

Sent to council on Sept 22, 2023

Please be advised that the above noted employee, licensed under the Corporate name, [H.I.C.W.U.] [redacted], will no longer be employed with us, effective Immediately. This was a With Cause termination. Please see attached disclosure letter.

[...]

[Emphasis added in original document]

[...]

Attention: Compliance Investigations

Re: Safder (Saj) Abbas, Licence #[redacted]

Please be advised that we received notification from one of our carrier partners that they had received a fraudulent Commercial Experience letter from a [Agency] [redacted] employee on a joint Insured file.

We immediately discussed the allegations with employee, Saj Abbas. He admitted in the conversation to creating the document, stating this only happened one time.

[The Agency] [redacted] took the position to immediately suspend Mr. Abbas and complete an internal audit of his files. [The Agency] [redacted], along with our carrier partner, have now completed the initial audit and are reporting to AIC that along with the original document have found 3 additional documents.

With that information we have taken the position to terminate the employee effective September 20, 2023 with Cause.

The affected clients are:

- 1) [S.T.L.] [redacted] (hereinafter "Client 1")
- 2) [T.T.S.] [redacted] (hereinafter "Client 2")
- 3) [S.G.T.L.] [redacted] (hereinafter "Client 3")

[The Agency] [redacted] has taken steps to inform the clients impacted and discuss any effects this will have in regards to their insurance. We have also notified our other insuring partners of the incident so they can review their files if they wish.

[...]

[Emphasis added in original document]

On October 5, 2023, the Agent provided the AIC investigator with the following information:

[...]

I received your letter [...] in regards to the investigation being conducted by AIC based on allegations made against me by [the Agency] [redacted] & this email is in response to the information you have requested.

I was suspended by [the Agency] [redacted] on Aug 18, 2023 & later fired for my actions effective Sept 20, 2023. I have not been given permission to access [the Agency's] [redacted] system since my suspension which was in effect Aug 18, 2023 therefore I will not be able to give you the exact dates of the transactions & events but will do my best here. [...]. I had worked for 7 different brokerages before becoming part of [the Agency] [redacted] & had never done anything even close to what I am being alleged for. My record for the past 20 years is completely clean of any allegations, wrongdoings or even any type of fraud.

[...]

Around 8 months ago I insured a client by the name of [Client 1] [redacted] with [W.I.M.C.] [redacted] (hereinafter "Insurer 1") [...]. Client had provided me with information including claims experience letters for all 3 drivers including [Client 1] [redacted] & authorized me to request claims letters from [Z.I.C.L.] [redacted] (hereinafter "Insurer 2") to cover the gaps missing in their history provided by the client. All these claims experience letters were either issued by [Insurer 2] [redacted] directly & sent to my work email or provided by the client [redacted] & there was never any type of alteration done to these letters by me or any of my team members at the office. [...]. Fast forward, this client contacted me again in early June, 2023 to add another driver on the policy. I requested this client to send me a picture of driver's license, recent abstract, driver's signature on [Insurer 1's] [redacted] drivers consent form & claims experience letters for this driver dating back minimum 3 years. Client sent me all the information I had requested but the claims letters were not only missing the full 3 years of history required by [Insurer 1] [redacted] but these letters were also printed on a company/employers [sic] letterhead instead of being issued by an insurance company. I reached out to the client & informed [Client 1] [redacted] that we would not be able to proceed further until we had full 3 years of claims experience letters issued by an insurance company or companies. Client responded back saying that [Client 1] [redacted] would speak with [Client 1's] [redacted] driver & get back to me. I then heard back from the client after a couple of weeks saying [Client 1's] [redacted] driver

contacted [the driver's] [redacted] past employers & they have all refused to help [the driver] [redacted] & provide [the driver] [redacted] with the information [the driver] [redacted] needed to be added to [Client 1's] [redacted] [Insurer 1] [redacted] policy. I told my client that if [Client 1's] [redacted] driver could provide me with at least the name of the company's [sic] [the driver] [redacted] had worked for, the names of the insurance companies these companies were insured with at the time of [the driver's] [redacted] employment & the respective policy numbers, I could then try & order [the driver's] [redacted] claims experience letters directly from the insurers provided [the driver] [redacted] also gave me a signed consent to do so. Client then sent me images of the pink cards & certificates the driver was provided with by those employers & they indicated policies for these employers with [S.G.I.C.] [redacted], [N.I.C.C.] [redacted] (hereinafter "Insurer 3") & [I.F.C.] [redacted] (hereinafter "Insurer 4"). I then printed & emailed blank consent letters to my client [Client 1] [redacted] for [Client 1] [redacted] to have them signed by [Client 1's] [redacted] driver in question so that I can then proceed & order claims experience letters from [Insurer 3] [redacted], [S.G.I.C.] [redacted] & [Insurer 4] [redacted] on driver's behalf. [S.G.I.C.] [redacted] responded back within a few days & sent me a claims experience letter for this driver confirming [the driver] [redacted] was listed on the policy [the driver] [redacted] was claiming [the driver] [redacted] was on but only provided a few months of history. By this time, we are now in the month of July when I ordered these letters, I also had a 2 week vacation planned starting from July 15, 2023. Before going on my leave I passed on all the documents I had available to my account manager who was responsible for requesting changes with insurance companies among other things. I also gave [the account manager] [redacted] instructions to wait till [the account manager] [redacted] heard back from both [Insurer 4] [redacted] & [Insurer 3] [redacted] with claims letters before proceeding with sending this request to [Insurer 1] [redacted] adding this driver. Client also asked me to rush as [Client 1] [redacted] was being rushed by this driver but I advised [Client 1] [redacted] that [Client 1] [redacted] would have to be patient & wait till we had the rest of the claims letters.

I returned back to work on Aug 2, 2023 & received a call from my client [Client 1] [redacted] on Aug 4, 2023 requesting status on the claims letters we were waiting for. Upon checking my emails I noticed that both [Insurer 3] [redacted] & [Insurer 4] [redacted] responded back saying they were not able to find any history on their files for this driver under the policy numbers provided. I informed my client of such & [Client 1] [redacted] got upset with me saying [Client 1's] [redacted] driver has been sitting home for several months already & was pushing [Client 1] [redacted] daily to get some work. Client then requested me to proceed adding the driver on the [Insurer 1] [redacted] policy with the information we had on file & said [Client 1] [redacted] will ask [Client 1's] [redacted] driver to provide more information to help get this history. [...]. I then reluctantly agreed & asked my account manager to go ahead & request an approval from [Insurer 1] [redacted] for adding this driver on the policy based on the information we had available which my account manager complied with. Around 4 - 5 days later [Client 1] [redacted] called my office to get an update on [Client 1's] [redacted] driver's status, [...]. [The team member] [redacted] looked at the email my account manager had sent to [Insurer 1] [redacted] requesting approval for the driver on Aug 4, 2023 & without reading too much into the notes my account manager had put on the file informed this client that [Client 1's] [redacted] driver was now added to the policy & [the driver] [redacted] was good to drive [Client 1's] [redacted] vehicles. [...]. Client now being under the impression that [Client 1's] [redacted] driver is approved & added, proceeded to hire [the driver] [redacted] to work for [Client 1's] [redacted] company & put [the driver] [redacted] through the training process & spent the money [Client 1] [redacted] needed to spend for this driver to attend the course [the driver] [redacted] needed to be eligible to drive the truck [...]. The following week (either Aug 15th or 16th) my account manager received an email from [Insurer 1] [redacted] requesting experience letters issued by the insurance companies to support that 3 years of history they needed to approve this driver & add [the driver] [redacted] on the policy. We then sent an email to the client the same day & requested [Client 1] [redacted] to comply with the requests made by [Insurer 1] [redacted] so that we could pursue this approval. Upon receiving this email [Client 1] [redacted] got extremely upset & called me & started yelling & cursing at me on the phone & put me under immense pressure by saying that [Client 1] [redacted] was informed by one of [the Agency's] [redacted] employee [sic] that [Client 1's] [redacted] driver was approved & added & which is why [Client 1] [redacted] went ahead, hired [the driver] [redacted] & spent all this money for [the driver's] [redacted] training, onboarding & orientation process. [Client 1's] [redacted] driver had also refused another job offer [the driver] [redacted] had received while I was on vacation, [the driver] [redacted] refused that job offer & agreed to work for [Client 1] [redacted] as my staff member had advised [Client 1] [redacted] that [the driver] [redacted] was approved & added. [Client 1] [redacted] told me (while being extremely abusive) that not only would [Client 1] [redacted] cancel [Client 1's] [redacted] policies with me but will also inform the entire trucking community in Edmonton & area to stay away from me for their insurance needs & would ask all [Client 1's] [redacted] friends that were insured with me already to move their policies away from me. [Client 1] [redacted] then proceeded to say that "I don't give a f**k what you need to do but add this driver to my policy" & hung up on me. I was put under a lot of pressure by this client & basically cracked under it & then made a decision to alter a [Insurer 3] [redacted] experience letter I had received from [Insurer 3] [redacted] on another file a few years ago with the information we were expecting from [Insurer 3] [redacted] based on the information this driver had provided.

[...]

On October 19, 2023, the Agency provided the AIC investigator with the following documents:

1. Letter to the AIC dated October 19, 2023 (hereinafter the “October 2023 Letter”),
2. Driver Claims Experience Letter from Insurer 3, dated August 16, 2023 (hereinafter the “Insurer 3 Claims Letter”),
3. Claims Experience Confirmation from Insurer 2, dated March 15, 2023 (hereinafter the “Insurer 2 Claims Experience”), and
4. Driver Confirmation from [R.S.A.] [redacted] (hereinafter “Insurer 5”), dated February 28, 2023 (hereinafter “Insurer 5 Driver Confirmation”).

The October 2023 Letter stated:

[...]

We have conducted our internal review of the complainant and respond as follows:

Friday August 18th – 2023

This morning [...], [the Chief Marketing Officer] [redacted] at [the Agency] [redacted], received a phone call from [...], the Director of Business Development for [Insurer 1] [redacted] explaining [Insurer 1] [redacted] had a serious situation. One of [Insurer 1's] [redacted] underwriters [C.T.] [redacted] (hereinafter the “Underwriter”) received a driver experience letter from Saj Abbas adding a driver to one of his clients [sic] auto policies. The Underwriter ([...]) noticed that the claims experience letter came from [the Underwriter's] [redacted] previous employer [Insurer 3] [redacted], but noticed something funny..... [the Underwriter's] [redacted] own signature was on the certificate even though [the Underwriter] [redacted] hasn't worked at [Insurer 3] [redacted] for 9 months and doesn't remember ever signing such thing. [The Underwriter] [redacted] escalated this to [the Underwriter's] [redacted] boss and [the Director of Business Development] [redacted] reached out to [Insurer 3] [redacted] to see why [the Underwriter's] [redacted] signature was still being used. [Insurer 3] [redacted] explained that they don't use it and this request was never received in their office.

After hearing this [the Director of Business Development] [redacted] reached out to [the Chief Marketing Officer] [redacted] to explain the situation and said they were suspending Saj from [Insurer 1's platform] [redacted] and reporting him to [Insurer 3] [redacted] and AIC.

[The Chief Marketing Officer] [redacted] reached out to [...], the SVP Sales Alberta and relayed the above situation and advised to call [the Director of Business Development] [redacted]. [The SVP Sales Alberta] writes: I called [the Director of Business Development] [redacted] and [the Director of Business Development] [redacted] gave me the rundown of the above situation as well as producer name and client and what had transpired and gave us until the end of the day to come back with information or they are going to do the above suspension of access to [Insurer 1's platform] [redacted] and report to [Insurer 3] [redacted]/AIC.

I [...] had a conversation with Saj. I told Saj a major situation with a carrier has arisen and I need the absolute truth so we can help sort this out. I told him do not lie to me as I can't help the situation if I don't know the truth. He said he of course he [sic] would tell the truth. I proceeded to tell him the above situation relayed to me from [the Chief Marketing Officer] [redacted] and [the Director of Business Development] [redacted], and he said he had no idea about it. I sat with him for 40 minutes going through all his emails and he would skirt around questions I asked him. We called [...] (Saj's Assistant) and had a conference call and [the assistant] [redacted] said [the assistant] [redacted] didn't know anything..... but when I kept pursuing it, [the assistant] [redacted] said are thinking [sic] we faked this. I said I don't know what I think but we need to see where this was sent to you by the client. I took control of his emails and his computer looking in PDF to see if they created it and looked in his download files. I stopped looked at Saj and said quit lying to me . [sic] Saj then became very flustered and said listen [SVP Sales Alberta] [redacted] I've done this in the past but I swear I didn't do it on this one. I said you've done this in the past [sic] and he admitted to

doing it several times..... [sic] I then went back into his computer and said you need to show me the email from the client sending this to you or you're going to be in a bad spot.... [sic] So, we fumbled looking for it for another couple minutes and then I stopped and again I looked at him and I said your [sic] lying to me..... [sic] Quit it. He then broke down and admitted he did it. He kept saying sorry and I said I will be back, and need to speak with the appropriate people.

[...]

Aug 18th - 2023 – September 20th, 2023

[The Agency] [redacted] Created [sic] a working panel to go through Saj's email and triage his book so we could keep it in order while investigating further. Coinciding with the work we were doing [Insurer 1] [redacted] emailed us with more examples of where they found the fraudulent claims letter. We reached out to our carrier partners and made them aware so they could beware of their files as well as we are still auditing Saj's book. The clients we did find fraudulent claims letters created on we called both the client and the company to make them aware and made sure that if coverage was now VOID to get the proper documentation to add driver or the company approved the addition.

September 19th, 2023

Our HR team decided with the multiple examples of the creation of fraudulent claims that this employee will be terminated.

September 20th, 2023 - [SVP Sales Alberta] [redacted] and [M.P.] [redacted] delivered termination notice to Saj
[...]

[Emphasis added in original document]

The Insurer 3 Claims Letter provided, in part:

Driver Claims Experience Letter – Automobile

To saj.abbas@[Agency] [redacted]

Re Aug 16, 2023

Re **Named Insured(s):** [A.S.T.L.] [redacted] (hereinafter "Client 4")

Automobile Policy: ***050 [redacted]**

Effective from: Jun 28/2020

To: Current

[...]

Sincerely,

[Insurer 1 Underwriter] [redacted]

[Emphasis added in original document]

The Insurer 2 Claims Experience provide, in part:

CLAIMS EXPERIENCE CONFIRMATION

OUR POLICY NUMBER: ****538 [redacted]

OUR NAMED INSURED: [Client 2] [redacted]

This is to confirm experience for the following driver:

DRIVER: [M.K.] [redacted]

We can confirm that our policy was in force for the period since April 21, 2020- Present and:

☒ There are no claims on record involving this driver.

[...]

[S.F.] [redacted]
[...]
[Emphasis added in original document]

The Insurer 5 Driver Confirmation provided, in part:

TO WHOM IT MAY CONCERN

Date: Feb 28 2023

[...]. The individual requesting this report, [J.G.] [redacted], is identified as Driver 001.

This is to confirm the following for underwriting purposes

1. **Current Policy #:** *****820 [redacted] [...]
2. **Name of Policyholder:** [Client 3] [redacted]
3. [...]
7. **Claim Details*:**
[...]

No claims for this policy.

[...]
[D.C.] [redacted]
[...]
[Emphasis added in original document]

On February 5, 2024, the AIC investigator requested the following information regarding the Insurer 3 Claims Letter:

[...]
I am investigating an allegation that an industry member had created a false "Claim Experience Letter" (attached)

Please confirm the following:

- if the signatory of the letter is an employee
- If the policy in the document exists,
- if the driver was in the policy as stated
- if your organization received the letter request from the agent, Safder Abbas.
- Any other information or documentation that may assist me in understanding the material facts.

[...]

On February 5, 2024, the AIC investigator requested the following information regarding the Insurer 5 Driver Confirmation:

[...]
I am investigating an allegation that an industry member had created a false "Claim Experience Letter: (attached)

Please confirm the following:

- if the signature of the letter is an employee
- if the policy in the document exists
- If the driver was in the policy as stated
- if your organization received the letter request from the agent, Safder Abbas.
- Any other information or documentation that may assist me in understanding the material facts.

On February 5, 2024, the AIC investigator requested the following information regarding the Insurer 2 Claims Experience:

[...]

I am investigating an allegation that an industry member had created a false "Claim Experience Letter: (attached)

Please confirm the following:

- if the signature of the letter is an employee
- If the policy in the document exists
- if the driver was in the policy as stated
- if your organization received the letter request from the agent, Safder Abbas.
- Any other information or documentation that may assist me in understanding the material facts.

On February 6, 2024, the Ombudsman for Insurer 4 responded to the AIC investigator with the following information regarding the Insurer 3 Claims Letter:

[...]

Regarding your inquiry for [Insurer 3] [redacted] policy number 77***** [redacted], please find below the response to your questions[...]:

- if the signatory of the letter is an employee – **[the Underwriter] [redacted] is not a staff member at [Insurer 3] [redacted];**
- If the policy in the document exists – **This policy was not in effect as of the date of the attached letter you provided. The policy was cancelled per the policyholder's request effective March 7, 2021;**
- if the driver was in the policy as stated – **[Insurer 3] [redacted] does not have the driver listed on their files, and the broker was advised of the same when a Letter of Experience was requested in July 2023 (see emails below);**
- if your organization received the letter request from the agent, Safder Abbas – **Please see copy of emails below;**
- Any other information or documentation that may assist me in understanding the material facts – **At the time of cancellation, the policy was not with [the Agency] [redacted], it was with [A.W.I.] [redacted]; .[sic]**

From: [the Agent] [redacted] [email address] [redacted]
To: [Insurer 4] [email address] [redacted]
Co: [N.Z.] [redacted] [the Agency] [email address] [redacted]
Date: 2023-07-12 02:59 PM
Subject: *****050 [redacted] // CEL Request // RUSH PLEASE

Hi,

Kindly see attached signed release letter for driver listed on the above policy & kindly send us a CEL listing [the driver] [redacted] as a driver along with [the driver's] [redacted] dates & the use of the vehicle. Please email this letter back to [the Agency] [email address] [redacted].

Thank you

[...]

From: [Insurer 4] [email address] [redacted]
To: [the Agent] [redacted] [email address] [redacted]
Date: 2023-07-25 10:46 AM
Subject: Re: *****505 [redacted] // CEL Request // RUSH PLEASE
[...]

Hi

You requested a driver experience letter for [C.S.] [redacted]. We can find no record of this driver on the above file. We are unable to confirm any experience for [the driver] [redacted].

We have closed the request.

Thank You

[...]

[...]

[Emphasis added in original document]

On February 6, 2024, the Ombudsman for Insurer 4 responded to the AIC investigator with the following information regarding the Insurer 5 Driver Confirmation:

[...]

Regarding your inquiry for [Insurer 5] [redacted] policy number *****538 [redacted], please find below the response to your questions [...]:

- if the signatory of the letter is an employee – **Yes they are;**
- If the policy in the document exists – **Yes it did;**
- if the driver was in the policy as stated – **Yes, the driver was listed;**
- if your organization received the letter request from the agent, Safder Abbas – **There is no indication on the policy or in the [Insurer 5] [redacted] email repository that a Letter of Experience was requested or sent in and/or on February 23, 2023 (date of the letter);**
- Any other information or documentation that may assist me in understanding the material facts – **The [Insurer 5] [redacted] policy was in force from October 2, 2020 and lapsed effective October 2, 2022. The unit shown on the letter was the unit insured. The driver on the letter, [J.S.] [redacted], was the only listed driver and there were no claims on the policy.**

[...]

[Emphasis added in original document]

On February 6, 2024, the Ombudsman for Insurer 2 responded to the AIC investigator⁵⁸⁷⁻³⁹⁰⁻⁰³²⁷ with the following information regarding the Insurer 2 Claims Experience:

[...]

I was able to correspond with [the Technical Services Specialist] [redacted] [...].

[The Technical Services Specialist] [redacted] confirmed that [the Technical Services Specialist] [redacted] **did not** issue this letter of experience and it was **not** issued by [Insurer 2] [redacted]. The template used for the letter of experience has been discontinued by [Insurer 2] [redacted] for several years. This letter was forged with [the Technical Services Specialist's] [redacted] signature.

The policy and policy number exists and is active.

The said driver is **not** on the drivers list.

[The Technical Services Specialist] [redacted] has **not** received any requests from the agent, Safder Abbas.

Lastly, [the Technical Services Specialist] [redacted] is currently waiting for driver's confirmation from our broker on record for the individual.

[...]

[Emphasis added in original document]

On June 14, 2024, the AIC investigator requested the following information from the Agent:

[...]

While reviewing your file, I realized I have three (3) letters (attached) that your former employer provided to the AIC and were found in your email.

The first driver is [C.S.] [redacted] – [Insurer 3] [redacted].
The second driver is [J.G.] [redacted] – [Insurer 5] [redacted].
The third driver is [M.K.] [redacted] – [Insurer 2] [redacted].

I believe you explained the issue with the first driver and the [Insurer 3] [redacted] letter in your email.

Please let me know what happened with the other two (2) drivers.
[...]

On June 14, 2024, the Agent responded to the AIC investigator with the following information:

[...]
I have not worked at [the Agency] [redacted] since Aug 20, 2023 & have not had access to any files or any of the information what so ever but I can confirm that the letter from [Insurer 5] [redacted] & [Insurer 2] [redacted] were sent directly by the insurance companies to my email. I would have also attached the email itself to the file in question.
[...]

On September 30, 2024, the Agent provided the following additional information by way of Addendum, which stated in part:

[...]
I am writing this letter in response to the investigation report regarding the additional allegations made against me concerning the claims experience letters from [Insurer 2] [redacted] and [Insurer 5] [redacted]. After everything I've been through this past year, I find myself utterly devastated by these accusations. Not only are they completely unfounded, but they have struck at the very core of my being—my integrity, my reputation, and my character.
[...]

Allegation Concerning the [Insurer 2] [redacted] Claims Letter

The claim that I fabricated the [Insurer 2] [redacted] claims experience letter for [M.K.] [redacted] (hereinafter “Driver 1”) is completely false. I did not—and never would—fabricate or forge any such document. [...]

I had a professional relationship with [the Technical Services Specialist] [redacted], the underwriter at [Insurer 2] [redacted], [...]. [The Technical Services Specialist] [redacted] and I had a long history of communication regarding claims experience letters for various clients. In cases where there was no claims history, [the Technical Services Specialist] [redacted] would always confirm that as well.

With respect to the case of [Driver 1] [redacted], it has been over a year since I had access to any client files, emails, or documentation, so I am unable to recall the exact details of the policy or the context of [Driver 2's] [redacted] situation—whether [Driver 2] [redacted] was being added as a driver by [Driver 2's] [redacted] employer on an existing policy, whether [Driver 2] [redacted] was making inquiries for [Driver 2's] [redacted] own insurance, or was [Driver 2] [redacted] an existing client. However, I am confident that the claims experience letter was either provided directly by [Insurer 2] [redacted] or by the client/insured/driver [...]. I followed my standard process of requesting claims experience letters from insurers, and the original emails and any attached documents were always saved in [the Agency System] [redacted] for transparency. I am absolutely certain that an examination of the [Agency System] [redacted] files will prove my innocence.
[...]

Allegation Concerning [Insurer 5] [redacted] Claims Letter

Similarly, the allegation regarding the [Insurer 5] [redacted] claims experience letter for [Client 3] [redacted] and the client [J.G.] [redacted] is equally unfounded. The name [J.G.] [redacted] is extremely common, and without access to the files, I cannot confirm whether I worked with this particular individual or if this was a client of mine. However, I can, with full confidence [...], state that I never fabricated or forged any claims experience letter for [Insurer 5] [redacted]. I never directed anyone else to do so either.

As with [Insurer 2] [redacted], my process for obtaining claims letters from [Insurer 5] [redacted] was the same. If a client could not provide the necessary documents, I would request the claims experience letter directly from the insurer, following a written authorization from the client. Any correspondence from [Insurer 5] [redacted], including claims letters, was immediately uploaded to [the Agency System] [redacted] to ensure transparency and proper record-keeping.

[...]

I again request that the council review the [Agency System] [redacted] files and email communications related to this client. I am confident that an independent examination will prove that I had no involvement in fabricating or altering the [Insurer 5] [redacted] claims experience letter.

My Standard Process for Requesting Claims Experience Letters

Allow me to provide the council with a detailed explanation of how I routinely requested claims experience letters, so you may understand my process and ensure transparency. I would typically only request these letters when either quoting, writing a new policy for an insured or adding a new driver to an existing policy for an insured who claimed prior coverage for themselves or their drivers. I would first ask the client to provide me with these letters, but most often, they didn't have them available. In such cases, I would ask them to provide the insurance company name, policy number, and employer information (if applicable), so I could request it directly from their insurance company on their behalf.

Once the client signed the release letter authorizing me to request their claims experience letter from the insurance company, I would reach out to the underwriter with the signed document. If the underwriter responded and issued the claims letter, I would attach the entire email thread, including all original contents and all its attachments, to the client's [Agency System] [redacted] file to ensure full transparency. If the client or driver sent me the claims letter directly, I would attach their email in its original form to their file.

At no point did I ever alter or fabricate these claims experience letters. My actions were always above board and followed the protocols in place to ensure transparency and honesty.

The [Insurer 3] [redacted] Claims Experience Letter Incident

I want to be fully transparent about the mistake I made regarding the [Insurer 3] [redacted] claims experience letter. I did forge that letter, and I deeply regret my actions. This was a moment of weakness and poor judgment, for which I take full responsibility. However, it is critical to understand the context under which this mistake occurred.

At the time, I was under immense pressure, both professionally and personally. My supervisor, [the SVP Sales Alberta] [redacted], had made it abundantly clear that [the SVP Sales Alberta] [redacted] was targeting me. [The SVP Sales Alberta] [redacted] behavior towards me was nothing short of bullying and harassment. [The SVP Sales Alberta] [redacted] would frequently belittle me, calling my book of business "garbage" and making me feel unwelcome and undervalued in the workplace. When [D.L.] [redacted], my former supervisor and the only person who had ever supported me, transferred out, I felt completely isolated and vulnerable.

Additionally, I was dealing with a client who was yelling at me over the phone due to a mistake made by someone else. This further intensified the pressure I was already under. The constant stress, anxiety, and fear of losing my job pushed me into making a terrible decision.

The incident with the [Insurer 3] [redacted] letter was the result of desperation. I was trying to stay afloat in an environment where I felt persistently attacked and unsupported. While this does not excuse my actions, it explains the circumstances that led to this error in judgment. I deeply regret what I did, and I have learned from this mistake. However, I believe this isolated incident should not define my entire career or be used to support the false accusations related to the [Insurer 2] [redacted] and [Insurer 5] [redacted] letters.

[...]

[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 prove, on the basis of clear and cogent evidence, that it is more likely than not that the Agent committed the act as alleged. The Council is cognizant that findings of guilt under s. 480(1)(a) can dramatically impact an insurance intermediary's ability to remain in the industry. Therefore, the Council carefully weighs all evidence before it before 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 referred to as "*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 decision of the Insurance Councils Appeal Board was subsequently upheld, its findings confirmed, and the agent was found guilty of an offence pursuant to s. 480(1)(a) of the Act.

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 principle 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 three (3) counts of fraud, deceit, dishonesty, untrustworthiness and/or misrepresentation as contemplated by s. 480(1)(a) of the Act when the Agent provided an insurer with forged claim experience letters on three (3) occasions.

Regarding the Insurer 3 Claims Letter, the Council took note of the Agent’s admission to alter the document in their October 5, 2023 email to the AIC:

[...]

I was put under a lot of pressure by this client & basically cracked under it & then made a decision to alter a [Insurer 3] [redacted] experience letter I had received from [Insurer 3] [redacted] on another file a few years ago with the information we were expecting from [Insurer 3] [redacted] based on the information this driver had provided.

[...]

The Council noted the information provided by the Ombudsman for Insurer 4 regarding the Insurer 3 Claims Letter:

[...]

Regarding your inquiry for [Insurer 3] [redacted] policy number *****050 [redacted], please find below the response to your questions [...]:

- if the signatory of the letter is an employee – **[the Underwriter] [redacted] is not a staff member at [Insurer 3] [redacted];**

- If the policy in the document exists – **This policy was not in effect as of the date of the attached letter you provided. The policy was cancelled per the policyholder’s request effective March 7, 2021;**
- if the driver was in the policy as stated – **[Insurer 3] [redacted] does not have the driver listed on their files, and the broker was advised of the same when a Letter of Experience was requested in July 2023 (see emails below);**
- if your organization received the letter request from the agent, Safder Abbas – **Please see copy of emails below;**
- Any other information or documentation that may assist me in understanding the material facts – **At the time of cancellation, the policy was not with [the Agency], it was with [A.W.I.] [redacted]; . [sic]**

[Emphasis added in original document]

The Council took further note of the emails between Insurer 4 and the Agent that Insurer 4 provided regarding the Insurer 3 Claims Letter:

From: [the Agent] [redacted]
To: [Insurer 4] [redacted]
Cc: [the Agency] [redacted]
Date: 2023-07-12 02:59 PM
Subject: *****050 [redacted] // CEL Request // RUSH PLEASE

Hi,

Kindly see attached signed release letter for driver listed on the above policy & kindly send us a CEL listing [the driver] [redacted] as a driver along with [the driver’s] [redacted] dates & the use of the vehicle. Please email this letter back to [the Agency email] [redacted].

Thank you
[...]

From: [Insurer 4] [redacted]
To: [the Agent] [redacted]
Date: 2023-07-25 10:46 AM
Subject: Re: *****050 [redacted] // CEL Request // RUSH PLEASE
[...]

Hi

You requested a driver experience letter for [C.S.] [redacted]. We can find no record of this driver on the above file. We are unable to confirm any experience for [the driver] [redacted].

We have closed the request.

Thank You
[...]

The Council also took into consideration the Agent’s admission regarding the Insurer 3 Claims Letter in his September 30, 2024, Addendum:

[...]

I want to be fully transparent about the mistake I made regarding the [Insurer 3] [redacted] claims experience letter. I did forge that letter, and I deeply regret my actions. This was a moment of weakness and poor judgment, for which I take full responsibility.

[...]

Regarding the Insurer 5 Driver Confirmation, the Council noted the information provided by the Ombudsman for Insurer 4 in their February 6, 2024 email to the AIC:

[...]

Regarding your inquiry for [Insurer 5] [redacted] policy number *****538, please find below the response to your questions in blue:

- if the signatory of the letter is an employee – **Yes they are;**
- If the policy in the document exists – **Yes it did;**
- if the driver was in the policy as stated – **Yes, the driver was listed;**
- if your organization received the letter request from the agent, Safder Abbas – **There is no indication on the policy or in the [Insurer 5] [redacted] email repository that a Letter of Experience was requested or sent in and/or on February 23, 2023 (date of the letter);**
- Any other information or documentation that may assist me in understanding the material facts – **The [Insurer 5] [redacted] policy was in force from October 2, 2020 and lapsed effective October 2, 2022. The unit shown on the letter was the unit insured. The driver on the letter, [J.S.] [redacted], was the only listed driver and there were no claims on the policy.**

[...]

[Emphasis added in original document]

Regarding Insurer 2 Claims Experience, the Council noted the information provided by the Ombudsman for Insurer 2 in their February 6, 2024 email to the AIC:

[...]

I was able to correspond with [the Technical Services Specialist] [redacted] [...].

[The Technical Services Specialist] [redacted] confirmed that [the Technical Services Specialist] [redacted] **did not** issue this letter of experience and it was **not** issued by [Insurer 2] [redacted]. The template used for the letter of experience has been discontinued by [Insurer 2] [redacted] for several years. This letter was forged with [the Technical Services Specialist's] [redacted] signature.

The policy and policy number exists and is active.

The said driver is **not** on the drivers list.

[The Technical Services Specialist] [redacted] has **not** received any requests from the agent, Safder Abbas.

Lastly, [the Technical Services Specialist] [redacted] is currently waiting for driver's confirmation from our broker on record for the individual.

[...]

[Emphasis added in original document]

In the Council's opinion, the evidence shows that the Agent submitted three (3) forged claim experience letters to an insurer.

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.

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 a high

standard of due diligence be practiced by insurance agencies. The relationship between an insurance intermediary is such that the client relies on the Agent's expertise, competency and integrity to affect the discussed coverage.

Claim experience letters are documents that insured individuals can request from their current or previous insurance companies, and they provide essential information to underwrite a new commercial application. The forging of such documents is a serious breach of the honesty and integrity expected of insurance agents, and providing false information in these documents can seriously impact both the insurer and the insured, as insurers cannot accurately assess the risk of an insured or potential insured, and an insured may be denied insurance coverage by an insurer due to the discovery of the falsified information. Such actions also reflect poorly on the insurance industry as a whole, and bring into question the professional and ethical standards held by insurance intermediaries. An insurance intermediary must exercise their due diligence to act in good faith and abide by the law, regardless of other professional and/or personal considerations.

In light of the Agent's admission to forging one of the client experience letters, the confirmation from the insurers that the three (3) client experience letters were not issued by them, and the findings of the Agency's investigation, the objective and subjective elements of the applicable legal test under s. 480(1)(a) of the Act are met. As such, the Council finds, on three (3) counts, the Agent's conduct was intentional, and it is fraud, deceit, dishonesty, untrustworthiness and/or misrepresentation as contemplated by s. 480(1)(a) of the Act.

In terms of the available sanction, the Council may impose a civil penalty for a violation of s. 480(1)(a) of the Act not exceeding \$5,000.00 per demonstrated offence, pursuant to s. 36.1(1)(a) of the *Insurance Agents and Adjusters Regulation*, AR 122/2001.

Given the evidence that the Agent had provided an insurer with forged claim experience letters on three (3) occasions, the Council orders that a civil penalty of \$5,000.00, per demonstrated offence, resulting in three (3) offences, equaling a total civil penalty of \$15,000.00 be levied against the Agent.

The civil penalty must be paid within thirty (30) days of the date the decision is mailed. In the event that the civil penalty is not paid within thirty (30) days, interest will begin to accrue. Pursuant to s. 482 of the Act (copy enclosed), the Agency has thirty (30) days in which to appeal this decision by filing a Notice of Appeal with the Office of the Superintendent of Insurance.

This Decision was made by way of a motion made and carried at a properly conducted meeting of the General Insurance Council. The motion was duly recorded in the minutes of that meeting.

Date: February 26, 2025

Original Signed By]

Amanda Sawatzky, Chairperson
General Insurance Council

Extract from the *Insurance Act*, Chapter I-3**Appeal**

482 A decision of the Minister under this Part to refuse to issue, renew or reinstate a certificate of authority, to impose terms and conditions on a certificate of authority, to revoke or suspend a certificate of authority or to impose a penalty on the holder or former holder of a certificate of authority may be appealed in accordance with the regulations.

Extract from the *Insurance Councils Regulation*, Alberta Regulation 126/2001**Notice of appeal**

16(1) A person who is adversely affected by a decision of a council may appeal the decision by submitting a notice of appeal to the Superintendent within 30 days after the council has mailed the written notice of the decision to the person.

(2) The notice of appeal must contain the following:

- a) a copy of the written notice of the decision being appealed;
- b) a description of the relief requested by the appellant;
- c) the signature of the appellant or the appellant's lawyer;
- d) an address for service in Alberta for the appellant;
- e) an appeal fee of \$200 payable to the Provincial Treasurer.

(3) The Superintendent must notify the Minister and provide a copy of the notice of appeal to the council whose decision is being appealed when a notice of appeal has been submitted.

(4) If the appeal involves a suspension or revocation of a certificate of authority or a levy of a penalty, the council's decision is suspended until after the disposition of the appeal by a panel of the Appeal Board.

Contact Information and Useful Links for Appeal:

Email: tbfi.insurance@gov.ab.ca

Phone: 780-643-2237

Fax: 780-420-0752

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

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

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