

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 Gurdip Janjua, a.k.a. Ronnie Janjua
(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 transferred one (1) property insurance policy of a client from one insurer to another, against the direct request from the client to not transfer the policy to the proposed insurer, which resulted in an unauthorized withdrawal from the client’s bank account. 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. In the alternative, it is alleged that the Agent was guilty of one (1) count of making a false or misleading statement, representation or advertisement as contemplated by s. 509(1)(a) of the Act and has subsequently violated s. 480(1)(b) of the Act.

Facts and Evidence

This matter proceeded 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 its conclusion, the Council carefully reviewed all evidence presented.

The Agent is the holder of a General Insurance – Level 2 Agency certificate of authority and has held such, periodically, since May 10, 2011. The Agent held a General Insurance – Level 1 Agency certificate of authority from May 30, 2008, to May 10, 2011.

This matter arose in response to a complaint received by the AIC via email, on October 29, 2023, from [O.N.] [redacted] (hereinafter the “Complainant”), relating to the conduct of the Agent:

[...]

I got a home insurance from [A.I.C.C.] [redacted] (the “Former Insurer”) through Ronnie Janjua. On August 14, 2023, I received an email from Ronnie stating that [B.I.G.] [redacted] (hereinafter the “Agency”) no longer represents [the Former Insurer] [redacted] as an insurance carrier. I informed Ronnie that I wasn’t interested in moving with him to this new Insurance company. Later on, in September, I received a package from Ronnie for [I.I.C.] [redacted] (hereinafter the “Proposed Insurer”) showing that I had been set up for same and that \$[redacted] would be debited from my account on a withdrawal date of 12 October 2023. I called Ronnie on the phone and informed him yet again that I wasn’t interested in

this move. On 8 September 2023, I followed up this phone call with an email, please see the attached document, reiterating that I wasn't interested in this coverage as I already made an alternate arrangement. And without my consent, on 12 October 2023, my account was debited by [the Proposed Insurer] [redacted] for the sum of \$[redacted].

I wrote to Ronnie, but he became unprofessional and this led to him informing [R.K.] [redacted], another agent in his company to cancel every product that I had with the company (please see the attached e-mail correspondence). [...].

Apart from having my money refunded, I wish to report this agent for the fraudulent practice of:

1. Moving me around against my wish as I had no issues with [the Former Insurer] [redacted].
 2. Imposing [the Proposed Insurer] [redacted] on me against my will even with a written order.
 3. Giving [the Proposed Insurer] [redacted] access to my bank details without my consent.
 4. Giving [R.K.] [redacted] direct instructions to cancel any insurance product I had with other Insurance Companies through [the Agency] [redacted].
 5. Calling me at 05:38 AM and sending out abusive emails to me to harass and intimidate me.
- [...]

In the same email of October 29, 2023, the Complainant provided copies of email correspondence between the Complainant and the Agent dated September 8, 2023, to October 20, 2023, which stated:

On Fri, Sept 8, 2023 at 20:49, [Complainant] [redacted]
<m*****a@yahoo.com> [redacted] wrote:

Hi Ronnie,

As per our telephone conversation, please take this as an instruction to discontinue Home Insurance with your company. I have found an affordable alternative somewhere else.
[...]

On Fri, Oct 13, 2023 at 2:43, [Complainant] [redacted]
<m*****a@yahoo.com> [redacted] wrote:

Hello Ronnie,

First, I spoke to you about discontinuing Home Insurance, and then followed up with the below email on September 8 [sic], 2023. How come I got debited of \$[redacted] yesterday?

Kindly reverse this payment as I'm no longer with your company.
[...]

From: [Complainant] [redacted] <m*****a@yahoo.com> [redacted]
Sent: October 13, 2023 5:02 AM
To: Ronnie Janjua <ronnie@*****.ca> [redacted]
Cc: [R.K.] [redacted] <r*****r@*****.ca> [redacted]
Subject: Discontinue Home Insurance
[...]
Ronnie,

Let me tell you why this behaviour is fraudulent and seems intentional to me:

1. You wrote to inform me that you are no longer continuing my coverage with [the Former Insurer] [redacted] and that if I want to continue that I should respond to your email.
2. I didn't respond to your email, then you sent me an [Proposed Insurer] [redacted] package. I contacted you asking why you sent me one as I didn't want it, you said that was fine.

3. I followed up with an email on September 8 indicating it should be discontinued, yet you charged me for a coverage you aren't providing.

I mean, if I wasn't the type of person that checks my bank statements who knows how long you would have been able to keep taking my money.

[...]

Kindly reverse this debit and desist from such act forthwith!

[...]

On Fri, Oct 13, 2023 at 10:57, Ronnie Janjua
<ronnie@*****.ca> [redacted] wrote:

Hello [Complainant] [redacted],

Thank you for your business, but how is it fraudulent or intentional ?

If you don't want insurance from [the Proposed Insurer] [redacted]. We will cancel the policy with signed request.

-As I said, email request to cancel policy is not acceptable by companies.

-And there are 2 people on title, and I cant [sic] cancel insurance with your request only. We do require [B.'s] [redacted] signatures as well.

Anyways, I sent cancellation letter to sign. Please review n [sic] sign and also ask [B.] [redacted] to review n [sic] sign as well.

[...]

From: [Complainant] [redacted] <m*****a@yahoo.com> [redacted]
Sent: Friday, October 20, 2023 3:30:34 AM
To: Ronnie Janjua <ronnie@*****.ca> [redacted]
Cc: [R.K.] [redacted] <r*****r@*****.ca> [redacted]
Subject: RE: Discontinue Home Insurance

[...]

Hello Ronnie,

Now you are behaving like a common thief! I didn't sign anything with [the Proposed Insurer] [redacted], I never asked for [Proposed Insurer] [redacted] Home Insurance, yet because you had my banking details you illegally allowed access for money to be taken from my bank account. I have signed your cancelation form [...], yet it's over 7 days and you haven't returned the money you illegally took from me.

[...]

Re: Discontinue Home Insurance

From: Ronnie Janjua (ronnie@*****.ca) [redacted]
To: m*****a@yahoo.com [redacted]
Cc: r*****r@*****.ca [redacted]
Date: Friday, October 20, 2023 05:15 AM MDT

Hey

Listen to me, we have already cancelled your policy as per request. We have no active home policy for you in our agency. So, you can go ahead take any legal action you want. [The Proposed Insurer] [redacted] transacted money from your bank account and they will refund your money when their accounting department process [sic]. These things don't happen overnight. You can call directly to find out about, what's going on.

And also we are going cancelled [sic] all other products with our brokerage if you have any.

Hey [R.] [redacted], send me list what other product [sic] [the Complainant] [redacted] has with our agency. We are going to cancel all those.

[...]

[Emphasis added in original document]

The AIC received from the Agent copies of further email correspondence between the Complainant and the Agent, dated October 20, 2023, which stated in part:

[...]

From: [Complainant] [redacted] <m*****a@yahoo.com> [redacted]

Sent: Friday, October 20, 2023 5:36:30 AM

To: Ronnie Janjua <ronnie@*****.ca> [redacted]; [R.K.] [redacted] <r*****r@*****.ca> [redacted]

Cc: b*****i@yahoo.com [redacted] <b*****i@yahoo.com> [redacted]

Subject: Re: Discontinue Home Insurance

[...]

You are a big fool for writing me this nonsense. All I want is my money in my account, period. You think if I had a product with [R.] [redacted], that you can stop it? Because you tried to steal from me?

[...]

Not a bigger fool than you. Yes, we can do that.

[...]

Ronnie Janjua

[...]

From: [Complainant] [redacted] <m*****a@yahoo.com> [redacted]

Sent: Friday, October 20, 2023 5:46 AM

To: Ronnie Janjua <ronnie@*****.ca> [redacted]; [R.K.] [redacted] <r*****r@*****.ca> [redacted]

Cc: b*****i@yahoo.com [redacted] <b*****i@yahoo.com> [redacted]

Subject: Re: Discontinue Home Insurance

[...]

Why are you calling me and disturbing me and my family at 05:39 am? It's only a thief that gets triggered the way you're right now. I don't think you understand how the law works.

Keep acting like a child, very soon you will get the consequences of the your [sic] actions. Taking money from your customers for product [sic] they didn't sign up from [sic], yet acting stupid.

[...]

From: Ronnie Janjua

Sent: October 20, 2023 7:52 AM

To: [Complainant] [redacted]; [R.K.] [redacted]

Cc: b*****i@yahoo.com [redacted]

Subject: Re: Discontinue Home Insurance

[...]

You're too much [Complainant] [redacted]. And acting like stupid [sic]. I have already sent you confirmation of cancellation. I don't think these [sic] is anything else I can do for you.

[...]

[Emphasis added in original document]

The AIC also received from the Agent copies of further email correspondence between the Complainant and the Agent, dated October 25, 2023, which stated:

[...]

On Wed, Oct 25, 2023 at 14:36, Ronnie Janjua
<ronnie@*****.ca> [redacted] wrote:

Hello,

Confirmed with [Proposed Insurer] [redacted] accounting team, they will process the refund on Oct 30, 2023

-Feel free to call [Proposed Insurer] [redacted] accounting directly, if you have any concerns.

[...]

From: [Complainant] [redacted] <m*****a@yahoo.com> [redacted]

Sent: October 25, 2023 2:40 PM

To: Ronnie Janjua <ronnie@*****.ca> [redacted]

Cc: [B.N.] [redacted] <b*****i@yahoo.com> [redacted]; [R.K.] [redacted] <r*****r@*****.ca> [redacted]

Subject: Re: [Proposed Insurer] [redacted] Policy - Refund

[...]

Thank you. I'll wait and see.

This is all I asked for. It's unfortunate our relationship had to end this way.

[...]

[Emphasis added in original document]

The AIC received the following documents during the course of the investigation:

1. Email from the Agency to the Complainant dated August 16, 2023 (hereinafter the "August 2023 Email"),
2. Customer/Policy Notes, dated November 2, 2023 (hereinafter the "Customer/Policy Notes"),
3. Letter from the Agent to the Complainant dated August 18, 2023 (hereinafter the "August 2023 Letter"),
and
4. The Proposed Insurer policy dated August 18, 2023, becoming effective October 12, 2023 to October 12, 2024 (hereinafter the "Proposed Insurer Policy").

The August 2023 Email provided the following:

[...]

You are receiving this because your insurance is currently placed with [the Former Insurer] [redacted], however [the Agency] [redacted] no longer represents [the Former Insurer] [redacted] as an insurance carrier. Rest assured that you are in good hands! We have streamlined a smooth and effortless process to move your policy to a new insurance company.

[...]

Your new insurance provider will be one of [the Agency's] [redacted] trusted partners and insurance industry leaders, offering excellent product options, competitive prices, and proven client and claims services.

Transferring your policy to a new insurance company will be quick and easy. Your [Agency] [redacted] Broker will recommend the best alternative market to meet all your insurance needs at the most competitive price.

[...]

The Customer/Policy Notes stated the following:

[...]

Client called, personal cell on Aug 16 at 04:32PM regarding [Former Insurer] [redacted] email was sent to him.

Advised client, we are placing your home policy with [the Proposed Insurer] [redacted]. Client asked for combined policy discount because [sic] [the Complainant] [redacted] has [the Complainant's] [redacted] auto policy with [the Proposed Insurer] [redacted] thru [sic] [B.D.] [redacted].

Advised client, we can't combine home and auto because [sic] your auto policy is not with [Agency] [redacted] insurance.

Client advice [sic], [the Complainant] [redacted] will review new policy ([the Proposed Insurer]) [redacted] and lets [sic] us know, if [the Complainant] [redacted] want [sic] to continue or not.

Advised, [sic] to cancel [the Proposed Insurer] [redacted] policy, we required request in writing from both named insured.

No coverage or premium was discussed.

[...]

The August 2023 Letter provided the following:

[...]

This letter is to inform you that [the Agency] [redacted] is no longer representing [the Former Insurer] [redacted]. This means that your policy [redacted] with [the Former Insurer] [redacted] will not automatically renew and will cancel effective: October 12, 2023 12:01AM

I would like to replace your coverage with one of our many other competitive insurance carriers. To ensure you have appropriate coverage in place, you must contact us to set up a new policy. If I do not hear from you, your policy will automatically cancel on October 12, 2023 12:01AM and you will no longer have insurance coverage.

Please call or email me at the contact information listed below and I will be happy to ensure you have appropriate coverage in place before the cancellation date.

[...]

On January 30, 2024, the AIC investigator requested additional information from the Agent as follows:

[...]

Is there anything that you would like me to include in the report? Your side of the events? Comments?

[...]

On January 31, 2024, the Agent responded to the AIC investigator, with the following information:

[...]

I am truly regretful and embarrassed by the way I handled the situation with the client. I let my emotions get the better of me and I will not let that happen again. I have reflected and completed additional professional conduct training. In addition, I have met with our corporate team and we have reviewed action plans on how I can manage myself should a situation like this arise in the future.

[...]

On October 18, 2024, the Agent provided the following additional information by way of Addendum, which stated:

[...]

For the matter in which I am under review for under AIC Case File #73929. I wish to speak to my long standing career, character and dedication to my clients and community.

In my tenure of 16 years as a professional insurance advisor, I have gained a solid reputation in delivering outstanding service and commitment to my clients. I don't take that privilege lightly, the complexities of their businesses and their

personal assets require my diligence, commitment and professional knowledge. Fulfilling my responsibilities with regard to compliance, expedience and care are the foundations in which I have built this business on. I have learned a lot in the aftermath of the incident in question and will continue to work daily on improving myself.

I humbly request that the Council take my long standing commitment to my clients and my track record in operating in accordance with industry regulations into consideration before assessing any penalties.

[...]

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 one (1) count of fraud, deceit, dishonesty, untrustworthiness and/or misrepresentation as contemplated by s. 480(1)(a) of the Act when the Agent transferred one (1) property insurance policy of the Complainant from the Former Insurer to the Proposed Insurer, against the direct request from the client to not transfer the policy to the Proposed Insurer, which resulted in an unauthorized withdrawal from the client’s bank account.

Section 4 of the *Insurance Councils Regulation*, A.R. 126/2001, sets out the composition requirements of the General Insurance Council. The Council is comprised of eight members: two appointed by the Lieutenant Governor in Council that do not hold (insurance) certificates of authority, one appointed by the Insurance Bureau of Canada

that is engaged in general insurance business and employed by a licensed insurer that does not restrict its agents from acting as general insurance agents for other insurers, three elected in accordance with the *Insurance Councils Regulation*, A.R. 126/2001, that hold general insurance certificates of authority and are not employed by an insurer and are not restricted by contract from acting as an insurance agent for more than one insurer, and two appointed by the Insurance Bureau of Canada that are engaged in the general insurance business and employed by a licensed insurer that are restricted from acting as a general insurance agent for other insurers.

Council quorum is established by the *General Insurance Council By-Laws*, adopted July 11, 2007:

4. QUORUM

4.1 The quorum for all meetings of the General Insurance Council shall be 5 members.

Although quorum was present to conduct the Council meeting, quorum was lost with respect to this investigation and could not be repaired as three of the six Council members recused themselves due to a conflict of interest. Accordingly, the Council struck a *Review Committee* in accordance with *Articles I and IV* of the *General Insurance Council By-Laws* duly approved July 11, 2007:

ARTICLE IV – COMMITTEES

1. ESTABLISHING COMMITTEES

1.1. The General Insurance Council may at any meeting establish any standing or ad hoc committees that it deems necessary to carry out the **objects** of the General Insurance Council and may by resolution set out the duties and function of such committees. [...]

ARTICLE I – OBJECTS

1.1 The General Insurance Council has its objects:

[...]

(i) to revoke, suspend and/or impose penalties against the holder or former holder of an insurance agent's certificate of authority pursuant to section 480 of the *Insurance Act*, [...]

[Emphasis added]

The *Review Committee* was comprised of three voting members of the Council. The *Review Committee* was charged with reviewing the Report and making recommendations for the Council to accept. The Council conceded that the recommendations of the *Review Committee* would be accepted by the Council and binding on the Council as if the Council had rendered the decision as a whole.

The *Review Committee* convened. The *Review Committee* recommended that the Agent is guilty of one (1) violation of s. 480(1)(a) of the Act. The *Review Committee* recommended that a civil penalty in the amount of \$1,000.00 be levied against the Agent. The Council accepted the recommendations of the *Review Committee* by way of a motion duly made and carried at a properly conducted meeting of the Council.

The Council noted the following statements made by the Complainant in the initial complaint to the AIC dated October 29, 2023:

[...]

I got a home insurance from [A.I.C.C.] [redacted] (the “Former Insurer”) through Ronnie Janjua. On August 14, 2023, I received an email from Ronnie stating that [B.I.G.] [redacted] (hereinafter the “Agency”) no longer represents [the Former Insurer] [redacted] as an insurance carrier. I informed Ronnie that I wasn't interested in moving with him to this new Insurance company. Later on, in September, I received a package from Ronnie for [I.I.C.] [redacted] (hereinafter the “Proposed Insurer”) showing that I had been set up for same and that \$[redacted] would be debited from my account on a withdrawal date of 12 October 2023. I called Ronnie on the phone and informed him yet again that I wasn't interested in this move. On 8 September 2023, I followed up this phone call with an email, please see the attached document, reiterating that I wasn't interested in this coverage as I already made an alternate arrangement. And without my consent, on 12 October 2023, my account was debited by [the Proposed Insurer] [redacted] for the sum of \$[redacted].

I wrote to Ronnie, but he became unprofessional and this led to him informing [R.K.] [redacted], another agent in his company to cancel every product that I had with the company (please see the attached e-mail correspondence).
[...]

The Council also noted the September 8, 2023, email from the Complainant to the Agent, where the Complainant indicates that they no longer want to have property insurance through the Agency:

[...]
As per our telephone conversation, please take this as an instruction to discontinue Home Insurance with your company. I have found an affordable alternative somewhere else.
[...]

Also of significance to the Council were the Complainant's statements in their October 13, 2023, emails that the Complainant sent to the Agent, where the Complainant clearly expresses that they did not authorize a new policy to be issued with the Proposed Insurer:

On Fri, Oct 13, 2023 at 2:43, [Complainant] [redacted]
<m*****a@yahoo.com> [redacted] wrote:

Hello Ronnie,

First, I spoke to you about discontinuing Home Insurance, and then followed up with the below email on Septembers [sic], 2023. How come I got debited of \$[redacted] yesterday?

Kindly reverse this payment as I'm no longer with your company.

Thanks.

[...]

From: [Complainant] [redacted] <m*****a@yahoo.com> [redacted]

Sent: October 13, 2023 5:02 AM

To: Ronnie Janjua <ronnie@*****.ca> [redacted]

Cc: [R.K.] [redacted] <r*****r@*****.ca> [redacted]

Subject: Discontinue Home Insurance

[...]

Ronnie,

Let me tell you why this behaviour is fraudulent and seems intentional to me:

1. You wrote to inform me that you are no longer continuing my coverage with [the Former Insurer] [redacted] and that if I want to continue that I should respond to your email.

2. I didn't respond to your email, then you sent me an [Proposed Insurer] [redacted] package. I contacted you asking why you sent me one as I didn't want it, you said that was fine.

3. I followed up with an email on September 8 indicating it should be discontinued, yet you charged me for a coverage you aren't providing.

I mean, if I wasn't the type of person that checks my bank statements who knows how long you would have been able to keep taking my money.

[...]

Kindly reverse this debit and desist from such act forthwith!

[...]

The Council further noted the Complainant's statements in their October 20, 2023, email to the Agent:

[...]

Now you are behaving like a common thief! I didn't sign anything with [the Proposed Insurer] [redacted], I never asked for [Proposed Insurer] [redacted] Home Insurance, yet because you had my banking details you illegally allowed access for money to be taken from my bank account. I have signed your cancelation form which other customers like [C.] [redacted] didn't sign, yet it's over 7 days and you haven't returned the money you illegally took from me.

[...]

The Council also found significant several of the Agent's October 20, 2023, email responses to the Complainant:

[...]

Listen to me, we have already cancelled your policy as per request. We have no active home policy for you in our agency. So, you can go ahead take any legal action you want. [The Proposed Insurer] [redacted] transacted money from your bank account and they will refund your money when their accounting department process [sic]. These things don't happen overnight. You can call directly to find out about, what's going on.

And also we are going cancelled [sic] all other products with our brokerage if you have any.

Hey [R.] [redacted], send me list what other product [sic] [the Complainant] [redacted] has with our agency. We are going to cancel all those.

[...]

Not a bigger fool than you. Yes, we can do that.

[...]

Ronnie Janjua

[...]

You're too much [Complainant] [redacted]. And acting like stupid [sic]. I have already sent you confirmation of cancellation. I don't think these [sic] is anything else I can do for you.

[...]

[Emphasis added in original document]

The Council took note of the statements made by the Agent in the August 2023 Letter, that the Agent sent to the Complainant:

[...]

This letter is to inform you that [the Agency] [redacted] is no longer representing [the Former Insurer] [redacted]. This means that your policy [redacted] with [the Former Insurer] [redacted] will not automatically renew and will cancel effective: October 12, 2023 12:01AM

I would like to replace your coverage with one of our many other competitive insurance carriers. To ensure you have appropriate coverage in place, you must contact us to set up a new policy. If I do not hear from you, your policy will automatically cancel on October 12, 2023 12:01AM and you will no longer have insurance coverage.

Please call or email me at the contact information listed below and I will be happy to ensure you have appropriate coverage in place before the cancellation date.

[...]

The Council further noted that on August 18, 2023, the Agent issued a new property insurance policy with the Proposed Insurer and in the name of the Complainant and their spouse, for the policy period from October 12, 2023, to October 12, 2024.

Of significance to the Council were the statements made by the Agent in their January 31, 2024, email to the AIC:

[...]

I am truly regretful and embarrassed by the way I handled the situation with the client. I let my emotions get the better of me and I will not let that happen again. I have reflected and completed additional professional conduct training. In addition, I have met with our corporate team and we have reviewed action plans on how I can manage myself should a situation like this arise in the future.

[...]

In the Council's opinion, the multiple requests made by the Complainant to not have a new insurance policy issued by the Agent with the Proposed Insurer, the statement made by the Agent that a new insurance policy would not be issued without the consent of the Complainant, and then the issuance of a new policy by the Agent regardless of the lack of this consent, and the statements made by the Agent in email correspondence with the Complainant, demonstrate that the Agent, transferred the Complainant's property insurance policy from the Former Insurer to the Proposed Insurer against the direction of the Complainant.

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

Insurance agents operate in a profession which necessitates placing the client's interests first and foremost when determining policy coverage and the choice of insurer, including engaging in a discussion with clients on their insurance needs, informing clients of different insurance product options and insurers, and obtaining the full and informed consent of their clients. Clients have a right to be made aware of changes to their insurer and have a right to execute the action of informed consent. Clients are never well served when information regarding their policies is not fully and properly disclosed to them, and where they are not presented with various options and given the opportunity to properly consent to any insurance policy or insurer changes. Additionally, clients may be placed at financial risk when their instructions are not followed by an insurance intermediary which results in multiple policies being in force, as is the case in this matter.

In light of the multiple communication received from the Complainant directing the Agent to not issue a home insurance policy with the Proposed Insurer, the statement made by the Agent that a new insurance policy would not be issued without the consent of the Complainant, and the subsequent issuance of a new policy with the Proposed Insurer by the Agent resulting in an unauthorized premium withdrawal from the Complainant's bank account, the evidence confirmed that the Agent unilaterally, and without the Complainant's consent, transferred one of the Complainant's policies from the Former Insurer to the Proposed Insurer, and 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 one (1) count, 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. As a result of this finding, it is unnecessary for the Council to consider the alternative alleged offence pursuant to s. 509(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 was cooperative during the course of the AIC's investigation, was disciplined by the Agency and took further continuing education courses, and the Agent demonstrated remorse for their actions and that such actions would not occur again, the Council orders that a civil penalty of \$1,000.00, 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 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 General Insurance Council. The motion was duly recorded in the minutes of that meeting.

Date: May 2, 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*