

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 Tejkarn Toor
(the "Agent")

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

This matter involves an alleged violation of s. 480(1)(a) of the Act. Specifically, it is alleged that the Agent, on two (2) occasions, intentionally misrepresented information on insurance applications to an insurer, as the applications contained falsified client information. In so doing, it is alleged that the Agent is guilty of misrepresentation, fraud, deceit, untrustworthiness, and/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 dated March 17, 2025 (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 March 9, 2022, to April 5, 2024, when the Agent was terminated.

On May 14, 2024, [I.A.I.F.S.I.] [redacted] (hereinafter the "Insurer") provided the AIC investigator with the following documents:

1. Letter dated August 16, 2023, from the Insurer to the Agent (the "August 16, 2023 Letter");
2. Letter dated August 21, 2023, from the Insurer to the Agent (the "August 21, 2023 Letter"); and
3. Letter dated September 6, 2023, from the Insurer to the Agent (the "September 6, 2023 Letter").

The August 16, 2023 Letter stated:

[...]

We were made aware of irregularities in the business you submitted to [the Insurer] [redacted]. As of this date, these irregularities suggest that you submitted multiple applications with incorrect information relating to your clients.

Considering the seriousness of the situation, [the Insurer] [redacted] is suspending your advisor code with no pay, pending investigation. While your code remains suspended, you are not authorized to reach [Insurer] [redacted] clients and solicit, submit or service any business through [the Insurer] [redacted]. Your access to [Insurer] [redacted] tools is also being suspended.

We will be contacting you shortly with regards to the present correspondence to obtain further information on the above irregularities as well as your version.

We trust that we can count on your full collaboration during the investigation.

[...]

The August 21, 2023 Letter stated:

[...]

This is further to our correspondence of August 16, 2023, in which we informed you of the suspension of your advisor code with [the Insurer] [redacted], pending the outcome of the investigation regarding your market conduct.

We have reviewed applications that you submitted to [the Insurer] [redacted] since April 1st, 2022.

[The Insurer] [redacted] attaches great importance to the integrity and reliability of the information and documents provided by its authorized advisors. Based on our findings, we have reasons to believe that the information you communicated to [the Insurer] [redacted] regarding certain clients was either false or inaccurate, and question whether the product you sold was suitable for their financial needs.

This is a listing of the irregularities we identified while reviewing these applications:

- ❖ The same phone number and email was used as client contact information on multiple insurance applications, for clients at different addresses.
- ❖ Incorrect banking accounts were used on some policies. All of these applications were terminated as we received notices from the financial institutions that the bank account numbers you entered were untraceable, and mail was returned to [the Insurer] [redacted] with the mention “moved/incorrect address”.
- ❖ The only product you sold is [life insurance] [redacted], for large face amounts, to all your clients.

In order for us to move forward with our investigation on your market conduct, we are asking you to provide your written explanations in response to the following questions.

- 1) For contract 04****3434 [redacted] (hereinafter “Application 1”) ([M.N.] [redacted] (hereinafter “Applicant 1”), why did you enter the same email address (s*****omg@hotmail.com) [redacted] as the one on contract 04****9701 [redacted] (hereinafter “Application 2”) ([A.F.] [redacted] (hereinafter “Applicant 2”)?
 - a. To whom does this email address belong?
 - b. From whom did you get this email?
 - c. Have you exchanged this email with other agents? If so, please identify their names and what is your relationship to them.
 - d. Why are you using the same email on these applications as other agents with the same name

- as yourself, who are also using this email?
 - e. Did these clients electronically sign the application in your presence?
 - f. Who sent in the electronic signature using this email?
 - g. From what location were these applications submitted electronically? Provide the associated IP address.
 - h. Provide all communications you had with each of these clients through email.
- 2) For [Application 1] [redacted]:
- a. Where and with whom did you complete the insurance application?
 - b. Who provided the phone number (***-***-7295) [redacted] entered on the application?
 - c. To whom does this number belong to?
 - d. Why are other agents with the same name as yourself also using this number?
 - e. Provide all supporting documents related to calls made to and from this number.
 - f. The bank account number on the October 6, 2022, application was untraceable. Who gave you this number? Were you shown any proof that this account existed and that your client was the account holder?
 - g. What steps did you take to correct the bank account on file?
 - h. The wrong address was entered on the application. What steps did you take to get this information corrected?
 - i. Provide your notes, FNA, Reasons Why and all communications with this client (emails, text messages, etc.)
- 3) For [Application 2] [redacted]:
- a. Where and with whom did you complete the insurance application?
 - b. Please justify the suitability of a [redacted]\$ [sic] [life insurance product] [redacted] for a 22-year-old fitness trainer.
 - c. Detail what other products were presented to the client?
 - d. Who provided the phone number (***-***-7350) [redacted] entered on the application?
 - e. To whom does this number belong to?
 - f. Why are other agents with the same name as yourself also using this number?
 - g. Provide all supporting documents related to calls made to and from this number.
 - h. The bank account number on the November 7, 2022 application was untraceable. Who gave you this number? Were you shown any proof that this account existed and that your client was the account holder? What steps did you take to correct the bank account on file?
 - i. The wrong address was entered on the application. What steps did you take to get this information corrected?
 - j. Provide your notes, FNA, Reasons Why and all communications with this client (emails, text messages, etc.)
- 4) For questions 2f) and 3h) above, please explain why you entered two almost identical bank account numbers that had only one number changed in the sequence, at the same transit, on applications sent within one month, for two different clients.
- 5) [...]
- 7) Provide the IP address of all locations where you regularly conduct business.
- 8) Please explain why you sold only one type of insurance product to all your clients. If you discussed any other insurance products or options, please specify which ones were looked at and with which client, and why the final decision was made to sell only [life insurance] [redacted] products.

[...]

[Emphasis added]

The September 6, 2023 Letter stated:

[...]

On August 21, 2023, [the Insurer] [redacted] asked you to provide your version of events regarding your market conduct since February 2022, as we had noticed numerous inconsistencies in the business you submitted to [the Insurer] [redacted].

Despite [the Insurer's] [redacted] initial request and subsequent follow up email on August 29, 2023, we have not received any response from your part.

Considering your non-collaboration, [the Insurer] [redacted] has taken the decision to terminate your advisor contract, effective immediately. With said termination, you will no longer be authorized to solicit, submit or service, whether directly or indirectly, any insurance business through [the Insurer] [redacted]. The situation will also be reported to the regulator, as per [the Insurer's] [redacted] obligations.

[...]

On May 14, 2024, the Insurer also provided the AIC investigator with the applications in question which provided the following information:

Client Name	Insurer Policy Number	Information from Application
Applicant 1	Application 1	Application Date: <i>October 6, 2022</i> Phone Number: <i>***-***-7295 [redacted]</i> Email Address: <i>S*****OMG@HOTMAIL.COM [redacted]</i> Bank Account Number: <i>8*****8312 [redacted]</i>
Applicant 2	Application 2	Application Date: <i>November 7, 2022</i> Phone Number: <i>***-***-7350 [redacted]</i> Email Address: <i>S*****OMG@HOTMAIL.COM [redacted]</i> Bank Account Number: <i>8*****8322 [redacted]</i>

On June 18, 2024, the Agent provided the AIC investigator with the following information:

[...]

The email s*****omg@hotmail.com [redacted] belongs to [J.T.] [redacted], which is my [sibling] [redacted]. If you need anything else feel free to reach out

[...]

On June 21, 2024, the AIC investigator requested the following information from the Agent:

[...]

- A detailed timeline and explanation of events pertaining to the above matter, including how you met with the clients and verified their information.

[...]

On July 8, 2024, the Agent provided the AIC investigator with the following information:

[...]

I connected with all of my clients through LinkedIn, and met them through Zoom. Other than close family and friends which was in person.

[...]

On August 15, 2024, the AIC investigator requested the following information from [W.F.G.I.A.C.I.] [redacted] (hereinafter the “Agency”):

[...]

1. What investigation did [the Agency] [redacted] do? Please provide all supporting documentation, including any disciplinary action taken.
2. Please provide a full list of all commissions, chargebacks, and current debt from March 2022 to current for Tejkam Toor.
3. If any debts have occurred, has the Agent made any payments back to [the Agency] [redacted]?

[...]

On August 30, 2024, the Agency provided the AIC investigator with the following information:

[...]

1. Following the notification from [the Insurer] [redacted] informing [the Agency] [redacted] that they had terminated the agent’s contractual agreement (enclosed in Appendix A), [the Agency] [redacted] reviewed the matter with the remainder of our strategic partners (Insurers) to determine if there were any trends or concerns with the agent’s business practices. No concerns or complaints were identified against the agent.

[The Agency] [redacted] also reached out to the agent for their statement on the matter; a copy of which is enclosed in Appendix B. The matter was presented to the Agency’s Disciplinary Committee and a decision was made to terminate the agent for cause. Please see enclosed Appendix C for a copy of the termination letter sent to the agent.

2. Please see enclosed in Appendix D, for a copy of all commissions and chargebacks, from March 2022 to current for Tejkam Toor. The agent’s current debt balance is \$([redacted]).
3. [The Agency] [redacted] confirms that the former agent has been making payments towards his debt, with [the Agency] [redacted].

[...]

On August 30, 2024, the Agency also provided the AIC investigator with the following documents:

1. Email dated December 20, 2023, from the Agent to the Agency (hereinafter the “December 20, 2023 Email”); and

Letter dated April 4, 2024, from the Agency to the Agent (hereinafter the “April 4, 2024 Letter”).

The December 20, 2023 Email stated:

[...]

The bank information is what I received from the clients and that is what was given to me. I haven’t done many contracts although I am aware that most of them have not been retainable. I used the method of doing a financial analysis that I was taught to obtain my clients needs analysis. Universal life insurance was mainly sold due to clients wanting long term growth towards retirement and having the built in life insurance feature. I was very

inexperienced as I had not been in the business for not a very long time and I also received inadequate training.

I apologize for any concerns this may have caused and I look forward to learning and progressing from this in the future.

[...]

The April 4, 2024 Letter stated:

[...]

[The Agency] [redacted] is hereby notifying you that your affiliation with [the Agency] [redacted] has been terminated for cause as of the date of this correspondence. This termination for cause is a result of a disciplinary action against you by a [Agency] [redacted] strategic partner and non-collaboration with [the Agency's] [redacted] investigation and is in accordance with your [Agency] [redacted] Agreement [...]

[...]

On September 18, 2024, the AIC investigator requested the following information from the Agent:

[...]

I want to confirm that you met with the clients through zoom as stated below.

If you met with the clients, why did you submit applications with misleading information?

[...]

On October 2, 2024, the Agent provided the AIC investigator with the following information:

[...]

I thought I was completing the applications correctly but due to my lack of experience and training, I take full accountability and apologize that there are possible errors in the applications.

[...]

On October 7, 2024, the AIC investigator requested the following information from the Agent:

[...]

1. Did you meet with the clients?

[...]

On October 16, 2024, the Agent provided the AIC investigator with the following information:

[...]

I did meet with most of my clients through zoom other than close family and friends which was in person, other than 2 of the applications I put through during training a couple years ago.

[...]

On March 31, 2025, the Agent provided the AIC investigator with the following additional information by way of Addendum, which stated in part:

[...]

I would like to state in regards to the statement saying i've profited the total of \$[redacted], I made payments and no profits remained with me as I also paid taxes on these profits. These allegations are for only two policies out of the ones i've submitted and would like to indicate this was not intended to be a pattern of any sort. [...] I deeply apologize for any inconveniences caused.

[...]

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 agent'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 Queens'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 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 two (2) counts of misrepresentation, fraud, deceit, untrustworthiness, and/or dishonesty, as contemplated by s. 480(1)(a) of the Act when the Agent initiated two (2) life insurance applications which included falsified client email addresses, phone numbers and banking information.

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 August 21, 2023 Letter and the insurance applications 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 untrustworthily manner as contemplated by the Act.

The Council took note of the Insurer’s statements in the August 21, 2023 Letter:

[...]

This is further to our correspondence of August 16, 2023, in which we informed you of the suspension of your advisor code with [the Insurer] [redacted], pending the outcome of the investigation regarding your market conduct.

We have reviewed applications that you submitted to [the Insurer] [redacted] since April 1st, 2022.

[The Insurer] [redacted] attaches great importance to the integrity and reliability of the information and documents provided by its authorized advisors. Based on our findings, we have reasons to believe that the information you communicated to [the Insurer] [redacted] regarding certain clients was either false or inaccurate, and question whether the product you sold was suitable for their financial needs.

This is a listing of the irregularities we identified while reviewing these applications:

- ❖ The same phone number and email was used as client contact information on multiple insurance applications, for clients at different addresses.
- ❖ Incorrect banking accounts were used on some policies. All of these applications were terminated as we received notices from the financial institutions that the bank account numbers you entered were untraceable, and mail was returned to [the Insurer] [redacted] with the mention “moved/incorrect address”.
- ❖ The only product you sold is [life insurance] [redacted], for large face amounts, to all your clients.

[...]

The Council noted that the Agent did not provide a response to the August 21, 2023 Letter.

The Council was concerned by the information on the insurance applications that was determined to be false, which included:

Client Name	Insurer Policy Number	Information from Application	Falsified Information
Applicant 1	Application 1	<p>Application Date: <i>October 6, 2022</i></p> <p>Phone Number: <i>***-***-7295 [redacted]</i></p> <p>Email Address: <i>S*****OMG@HOTMAIL.COM [redacted]</i></p> <p>Bank Account Number: <i>8*****8312 [redacted]</i></p>	<p><u>Phone Number:</u> The phone number provided was used on multiple applications alongside different addresses.</p> <p><u>Email Address:</u> The Agent has confirmed that the email address belongs to his brother.</p> <p><u>Bank Account Number:</u> The bank account number does not exist.</p>
Applicant 2	Application 2	<p>Application Date: <i>November 7, 2022</i></p> <p>Phone Number: <i>***-***-7350 [redacted]</i></p>	<p><u>Phone Number:</u> The phone number provided was used on multiple applications alongside different addresses.</p>

		Email Address: <i>S*****OMG@HOTMAIL.COM</i> <i>[redacted]</i>	<u>Email Address:</u> The Agent has confirmed that the email address belongs to his brother.
		Bank Account Number: <i>8*****8322 [redacted]</i>	<u>Bank Account Number:</u> The bank account number does not exist.

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. The relationship between the agent and the client, and the agent and the insurer, results in a fiduciary duty, one which requires insurance intermediaries 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. Clients or insurers are never well served when information is inaccurately or falsely recorded, as this false or inaccurate information may lead to coverage being denied or cancelled, rendering the client uninsured.

In light of the evidence submitted by the Agency and the Insurer confirming that the Agent initiated two (2) insurance applications containing falsified client information, the objective and subjective elements of the applicable legal test under s. 480(1)(a) are met. This was intentional conduct, and it is misrepresentation, fraud, deceit, untrustworthiness, and/or dishonesty as contemplated pursuant to s. 480(1)(a) of the Act.

The 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 deliberate and without any consideration of the risk that they were subjecting 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, in accordance with s. 36.1(1)(a) of the *Insurance Agents and Adjusters Regulation*, AR 122/2001. Given the evidence provided, the Council orders that a

civil penalty of \$5,000.00, per demonstrated offence, resulting in two (2) offences, equaling a total civil penalty of \$10,000.00 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: June 11, 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*