

In the Matter of the

**FINANCIAL INSTITUTIONS ACT, RSBC 1996, c.141**  
(the “Act”)

and the

**INSURANCE COUNCIL OF BRITISH COLUMBIA**  
 (“Council”)

and

**AMANPREET KAUR**  
(the “Former Licensee”)

**ORDER**

As Council made an intended decision on January 28, 2025, pursuant to sections 231, 236, and 241.1 of the Act; and

As Council, in accordance with section 237 of the Act, provided the Former Licensee with written reasons and notice of the intended decision dated March 17, 2025; and

As the Former Licensee has not requested a hearing of Council’s intended decision within the time period provided by the Act;

Under authority of sections 231, 236, and 241.1 of the Act, Council orders that:

- 1) The Former Licensee is fined \$2,500, to be paid by October 20, 2025;
- 2) The Former Licensee is required to complete the following courses, or equivalent courses as approved by Council, prior to being licensed in the future:
  - i. the Council Rules Course for General Insurance Agents, Salespersons and Adjusters; and
  - ii. the Ethics and the Insurance Professional course, available through the Insurance Institute of Canada;(collectively, the “Courses”)
- 3) The Former Licensee is assessed Council’s investigation costs of \$2,312.50, to be paid by October 20, 2025; and

Order  
Amanpreet Kaur  
COM-2023-00640 / LIC-2022-0039145-R01  
April 22, 2025  
Page 2 of 2

- 4) Council will not consider an application for any insurance licence from the Former Licensee for a period of one year commencing on April 22, 2025, and ending at midnight on April 21, 2026, and until the fine and investigation costs are paid in full and the Courses have been completed.

This order takes effect on the **22<sup>nd</sup> day of April, 2025**

  
\_\_\_\_\_  
Per Janet Sinclair, Executive Director  
Insurance Council of British Columbia

## **INTENDED DECISION**

of the

### **INSURANCE COUNCIL OF BRITISH COLUMBIA**

(“Council”)

respecting

#### **AMANPREET KAUR**

(the “Former Licensee”)

1. Pursuant to section 232 of the *Financial Institutions Act* (the “Act”), Council conducted an investigation to determine whether the Former Licensee had acted in compliance with the requirements of the Act, Council Rules, and Code of Conduct, in regards to a fraudulent motor vehicle insurance claim that she had submitted following a vehicle accident. An additional issue identified in the course of the investigation was that the Former Licensee had failed to notify Council of a charge made against her under the *Insurance (Vehicle) Act*, as required by the Council Rules.
2. On November 6, 2024, as part of Council’s investigation, a Review Committee (the “Committee”) comprised of Council members met via video conference to discuss the investigation. The Former Licensee attended the meeting for an interview with the Committee. An investigation report prepared by Council staff was distributed to the Former Licensee and Committee prior to the meeting. Having reviewed the investigation materials and discussed the investigation, the Committee prepared a report for Council.
3. The Committee’s report, along with the aforementioned investigation report, was reviewed by Council at its January 28, 2025, meeting, where it was determined the matter should be disposed of in the manner set out below.

#### **PROCESS**

4. Pursuant to section 237 of the Act, Council must provide written notice to the Former Licensee of the action it intends to take under sections 231, 236, and 241.1 of the Act before taking any such action. The Former Licensee may then accept Council’s decision or request a formal hearing. This intended decision operates as written notice of the action Council intends to take against the Former Licensee.

#### **FACTS**

5. The Former Licensee was licensed with Council as a general insurance salesperson (“Level 1 Salesperson”) in October 2022. Her licence was cancelled for non-renewal in August 2024.

6. In July 2023, Council was notified by the agency that previously employed the Former Licensee (the “Agency”) that it had terminated the Former Licensee’s employment and withdrawn her authority to represent (“ATR”) due to a fraudulent claim she made to the Insurance Corporation of British Columbia (“ICBC”).
7. On January 18, 2023, the Former Licensee purchased Basic and Third-Party Liability ICBC Autoplan insurance for her vehicle. She did not purchase optional collision coverage.
8. On February 19, 2023, at approximately 4:00 a.m., the Former Licensee was involved in a collision while driving her vehicle, losing control of the vehicle and hitting a light pole.
9. Later on February 19, at approximately 11:45 a.m., the Former Licensee obtained ICBC optional collision insurance for her vehicle, with a \$1,000 deductible.
10. On February 21, 2023, the Former Licensee contacted ICBC and told them that she had been in a vehicle accident between 5:00 p.m. and 5:30 p.m. the previous day (February 20). She claimed that a tow truck had stopped to assist her, and that she had paid in cash to have her vehicle towed home.
11. On February 28, 2023, the Former Licensee provided a written statement to an ICBC adjuster. She again stated that the vehicle incident had occurred on February 20 at about 5:30 p.m. and described how a passing tow truck had stopped and helped her bring the vehicle home. The Former Licensee stated that she had paid the tow truck driver in cash, and that there were no witnesses to the accident.
12. On March 1, 2023, the municipality created a work order for the repair of a streetlight that had been damaged in a motor vehicle accident. The work order showed that a towing company had been called at approximately 4:00 a.m. on February 19 to tow a vehicle from the site. When the tow truck driver arrived at the site there was no vehicle, although he did find vehicle parts at the accident area.
13. On March 10, 2023, an ICBC Special Investigation Unit (“SIU”) officer contacted the towing company and learned that the company had received a call at 3:54 a.m. on February 19, 2023, to tow a vehicle. The tow request was later cancelled while the tow truck driver was en route.
14. On March 10, 2023, the ICBC SIU officer interviewed the Former Licensee about the vehicle claim. Initially, the Former Licensee’s responses were consistent with her initial report to ICBC. She again described the accident as having occurred on February 20, 2023, at around 5:00 p.m. to 5:30 p.m. She stated that she did not work that day because it was Family Day, but had been driving to pick up her friend. She claimed that the accident occurred when her car went into a ditch after sliding on ice, and a man in a tow truck towed the vehicle for a cash payment. The Former Licensee stated that she had changed her coverage on February 19, 2023, to add collision insurance because she had been planning to go on a lengthy drive that coming weekend.
15. However, when the ICBC SIU officer asked why there had been a call to tow her vehicle from the location of the damaged streetlight at 4:00 a.m. on February 19, 2023, the Former Licensee admitted

that she had been lying, and that the accident had actually occurred on the early morning of February 19.

16. The Former Licensee then explained to the ICBC SIU officer that she had been on her way to pick up her friend when she had lost control of the vehicle and ran into a pole. She called her friend after the incident, and the friend and the friend's boyfriend then drove to the accident site. The friend's boyfriend called for a tow truck, but the Former Licensee became concerned about her lack of insurance coverage and the tow request was soon cancelled. The friend's boyfriend was able to start the vehicle, and the Former Licensee drove it home. She then added collision insurance to her ICBC policy later that morning.
17. As a result of its investigation, ICBC cancelled the Former Licensee's access to the ICBC Autoplan system and suspended her from being permitted to conduct Autoplan transactions for a one-year period, commencing on May 2, 2023. In addition, on August 18, 2023, as a result of her claim history, ICBC informed the Former Licensee that it would not sell her optional damage coverage for a three-year period.
18. The Former Licensee's employment at the Agency was terminated in May 2023, in response to ICBC's findings. Her ATR was also withdrawn.
19. On May 7, 2024, ICBC informed Council that the Former Licensee had been charged under subsection 42.1(2)(a) of the *Insurance (Vehicle) Act* with having knowingly provided "false or misleading" information to ICBC in support of a claim. The Former Licensee was subsequently found guilty on August 28, 2024, and was fined \$2,500, required to pay a victim surcharge of \$375 and assessed \$2,875 in costs.
20. The Former Licensee was still licensed by Council when she was charged under the *Insurance (Vehicle) Act* in May 2024. Council Rule 7(3)(a)(iv) requires that licensees who are "charged or convicted of any criminal offence or any offence under any law of any jurisdiction, excluding traffic offences resulting in monetary fines only" must notify Council within five business days. The Former Licensee did not notify Council of the charge.
21. The Former Licensee did not dispute the accuracy of the information in Council's investigation report. At the outset of the interview with the Committee, she explained that she had not notified Council about her charge under the *Insurance (Vehicle) Act* because she had not understood that Council and ICBC were separate organizations. As such, she had assumed that Council had been aware of the charge levied against her following ICBC's investigation.
22. When asked about why she had attempted to deceive ICBC following the vehicle accident, the Former Licensee explained that she had been scared, realizing that she did not have collision insurance, and had been encouraged by her friends to lie. She had not understood the potential consequences and took the advice of her friends that she should mislead the insurer. She stated that she would have been honest with ICBC had she known the consequences she might face. She had heard that "a lot of

people lie about these things” and were never caught by ICBC, and she succumbed to the encouragement to act dishonestly.

23. The Former Licensee emphasized that she has always been honest in her work as an insurance professional. She had not known that dishonesty in a claim submitted outside of her professional life could have repercussions on her insurance licence. Had she understood that risk, she never would have attempted to mislead ICBC.
24. The Committee asked the Former Licensee to clarify the circumstances that led to the vehicle accident and her subsequent actions. The Former Licensee stated that she was on her way in the early morning to pick up a friend who works at the same place that she does, when she had the accident and hit a light pole. She then reported the accident as occurring the next day and at a different time of day. She stated that she was in shock and under stress, and did not know what to do. She was only thinking about how she did not have coverage. She described herself as acting selfishly in an attempt to avoid expenses.
25. When asked to describe the consequences that she has already experienced due to this incident, the Former Licensee explained that she had faced an ICBC hearing in which she had pleaded guilty at the advice of her lawyer. She was then fined \$2,500 and assessed a victim surcharge of \$375. ICBC subsequently sent her a letter in which they informed her that she would not be allowed to purchase optional insurance for three years. A few days before the Committee meeting, she received an additional notification from ICBC that stated that the prohibition was extended until 2028. She further explained that her financial burden as a result of the incident includes car loans that must still be repaid and amounts owed to the municipality for parking and towing costs. Significantly, she expects to be required to pay for repairs to the light pole, although she has not yet been sent a bill. Additionally, she was terminated by the Agency because of ICBC’s findings.
26. The Former Licensee expressed remorse and stated that she was responsible for what she had done, which was wrong. She told the Committee that she has until August 2025 to pay the ICBC fine and related amounts.

## **ANALYSIS**

27. Council had some sympathy for the Former Licensee, who appeared to have been a competent Level 1 Salesperson while licensed. Council was inclined to view her, at least to some degree, as an impressionable person who had decided to act dishonestly while in a panicked state of mind and while receiving dubious advice from her friends. However, her actions following the vehicle collision amount to clear breaches of section 3 (“Trustworthiness”), section 4 (“Good Faith”), and section 8 (“Usual Practice: Dealing with Insurers”) of the Code of Conduct.
28. Section 3 of the Code of Conduct states that “intentionally misleading clients, insurers or Council through false statements or by withholding material information” and “conduct in the nature of theft or fraud” are examples of conduct that would reflect adversely on a licensee’s trustworthiness.

Council believes that both of these examples apply to the Former Licensee's conduct, in attempting to mislead ICBC about the date and time of the collision, and about whether she was adequately insured at the time.

29. Similarly, section 4 states that licensees "owe a duty of good faith to insurers," and cites "misrepresentation or failure to disclose material information where required" as an example of a breach of the good faith requirement. Section 8 also dictates that licensees "have a duty to insurers" to "provide full and accurate information." Both sections were breached, in Council's opinion, by the Former Licensee's attempt to benefit herself by deceiving ICBC.
30. Additionally, Council concludes that the Former Licensee breached Council Rule 7(3)(a)(iv), which requires licensees to promptly notify Council if they have been "charged or convicted of any criminal offence or any offence under any law of any jurisdiction, excluding traffic offences resulting in monetary fines only." The Former Licensee was still licensed as a Level 1 Salesperson at the time of being charged under the *Insurance (Vehicle) Act* in or around May 2024. Council accepts that the Former Licensee did not know that Council was unaware of the charge; however, it is of concern to Council that the Former Licensee did not know that Council and ICBC were distinct organizations.

## PRECEDENTS

31. Prior to making its decision, Council took into consideration several past decisions of Council that involved licensees who made fraudulent or misleading claims on their own policies. While Council is not bound by precedent and each matter is decided on its own facts and merits, Council found that the following decisions were instructive in terms of providing a range of sanctions for similar types of misconduct.
32. [Rilanne Simone Pardy](#) (March 2024): concerned a Level 2 general insurance agent ("Level 2 Agent") who was the subject of a disciplinary decision released by the Alberta Insurance Council (the "AIC") in July 2023. The AIC had found that the licensee submitted a fraudulent automobile claim on her own policy, specifically by providing false information about who was driving the vehicle at the time of the incident. The AIC revoked her licensure for one year and required her to pay a penalty of \$5,000. The licensee failed to notify Council of the AIC discipline. Council took the AIC's discipline into account when determining what action was appropriate. Council suspended the licensee's licence until her suspension in Alberta had ended and she had completed the AIC disciplinary terms. She was also required to complete the Council Rules Course, and assessed investigation costs.
33. [Jaspreet Jason Singh Minhas](#) and [Jasbir \(Jesse\) Singh Minhas](#) (March 2023): concerned a father and son who were both licensees. The father, Jasbir, was a Level 2 Agent, while the son, Jaspreet, was a Level 1 Salesperson. Jaspreet was a driver involved in a collision and misled both ICBC and law enforcement about who was driving the vehicle. Jasbir also misled ICBC and law enforcement, falsely alleging that he, rather than Jaspreet, had been driving the vehicle. Jaspreet was suspended for nine months, was made ineligible to upgrade to Level 2 for one year following the suspension, and was required to take an ethics course as well as the Council Rules Course. Jasbir was suspended for one year, had his

licence downgraded to Level 1 for a year following the suspension, and was required to take the Council Rules Course, an ethics course, and a course for nominees. Both were also assessed investigation costs.

34. [Harpal Kaur Sandhu](#) (August 2022): concerned a life and accident and sickness insurance agent (“Life Agent”) who made three fraudulent claims for total disability on her own policies. Council ordered that her licence be suspended for one year, fined her \$5,000, required her to complete the Council Rules Course, and assessed investigation costs.
35. [Paramjeet Kaur Johal](#) (June 2022): concerned a Life Agent who made fraudulent disability claims on her own policies. Council ordered that the licensee’s licence be suspended for one year, fined her \$5,000, required her to complete the Council Rules Course, and assessed investigation costs.
36. [Martin Hroch](#) (February 2020): concerned a former Level 1 Salesperson who submitted at least 76 fraudulent insurance claims through his agency’s employee health and wellness program. The amount claimed in each instance ranged from \$25 to \$75, leading to a total of \$3,045 received fraudulently. Council ordered that no application for a licence would be considered from the former licensee for five years, fined him \$5,000, and assessed investigation costs.
37. Council considered the [Pardy](#) and [Minhas](#) precedents to be the most helpful, as they dealt with licensees who had misled insurers concerning their own claims following automobile accidents. The other precedents involved licensees who repeatedly made fraudulent claims, and therefore were less aligned with the facts of the case at hand.

#### **MITIGATING AND AGGRAVATING FACTORS**

38. Council also took mitigating and aggravating factors into consideration. A major mitigating factor was that the Former Licensee has already faced severe consequences for her actions. She is facing a serious financial burden as a result of the accident and her subsequent actions, appears to be taking responsibility, and is in the process of paying the amounts she owes. Additional mitigating factors were that the Former Licensee’s misconduct was an isolated act of untrustworthiness, she was cooperative throughout Council’s investigation, and she appeared to be genuinely remorseful. Further, Council accepted that the Former Licensee was under stress and in shock during the aftermath of the collision, and may not have been exercising her usual judgement.
39. Council considered the fact that the Former Licensee had acted deliberately dishonest in order to derive a personal financial benefit to be an aggravating factor. However, overall, the Committee found that the mitigating factors outweighed the aggravating factors and favoured a somewhat lighter disciplinary outcome than what could be imposed in different circumstances.



## CONCLUSION

40. Council believes it is appropriate to prohibit the Former Licensee from being licensed again for a one-year period, to fine her \$2,500, and to require her to complete the following courses prior to being licensed again:
- a) The Council Rules Course for General Insurance Agents, Salespersons and Adjusters; and
  - b) The Insurance Institute's "Ethics and the Insurance Professional" course.
41. Council's opinion is that the Former Licensee's misconduct – chiefly, the attempt to defraud ICBC by misleading them about the date and time of her vehicle accident – was an egregious act of untrustworthiness that requires a period of licence prohibition to address. Given that the Former Licensee sought to financially benefit from her actions, a fine was considered appropriate as well. Finally, Council believes that the two courses will help to correct the Former Licensee's behaviour if she eventually returns to work in the insurance industry.
42. Council also intends to assess its investigation costs to the Former Licensee. As a self-funded regulatory body, Council looks to licensees who have engaged in misconduct to bear the costs of their disciplinary proceedings, so that those costs are not otherwise borne by British Columbia's licensees in general. Council has not identified any reason for not applying this principle in the circumstances.
43. Given the other financial burdens that the Former Licensee is facing, Council intends to give her a 180-day deadline for payment of the fine and investigation costs, rather than the 90-day deadline that is applied in most of Council's disciplinary decisions.

## INTENDED DECISION

44. Pursuant to sections 231, 236, and 241.1 of the Act, Council made an intended decision that:
- a. The Former Licensee be fined \$2,500, to be paid within 180 days of Council's order;
  - b. The Former Licensee be required to complete the following courses, or equivalent courses as approved by Council, prior to being licensed by Council in the future:
    - i. the Council Rules Course for General Insurance Agents, Salespersons and Adjusters; and
    - ii. the Ethics and the Insurance Professional course, available through the Insurance Institute of Canada;
- (collectively, "the Courses")

- c. The Former Licensee be assessed Council's investigation costs of \$2,312.50, to be paid within 180 days of Council's order; and
  - d. Council will not consider an application for any insurance licence from the Former Licensee for a period of one year commencing on the date of Council's order and until the fine and investigation costs are paid in full and the Courses have been completed.
45. Subject to the Former Licensee's right to request a hearing before Council pursuant to section 237 of the Act, the intended decision will take effect after the expiry of the hearing period.

**ADDITIONAL INFORMATION REGARDING FINES/COSTS**

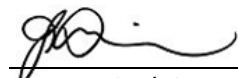
46. Council may take action or seek legal remedies against the Former Licensee to collect outstanding fines and/or costs, should these not be paid by the 180-day deadline.

**RIGHT TO A HEARING**

47. If the Former Licensee wishes to dispute Council's findings or its intended decision, the Former Licensee may have legal representation and present a case in a hearing before Council. Pursuant to section 237(3) of the Act, to require Council to hold a hearing, the Former Licensee **must give notice to Council by delivering to its office written notice of this intention within fourteen (14) days of receiving this intended decision.** A hearing will then be scheduled for a date within a reasonable period of time from receipt of the notice. Please direct written notice to the attention of the Executive Director. **If the Former Licensee does not request a hearing within 14 days of receiving this intended decision, the intended decision of Council will take effect.**
48. Even if this decision is accepted by the Former Licensee, pursuant to section 242(3) of the Act, the British Columbia Financial Services Authority ("BCFSA") still has a right of appeal to the Financial Services Tribunal ("FST"). The BCFSA has thirty (30) days to file a Notice of Appeal once Council's decision takes effect. For more information respecting appeals to the FST, please visit their website at <https://www.bcfst.ca/> or visit the guide to appeals published on their website at <https://www.bcfst.ca/app/uploads/sites/832/2021/06/guidelines.pdf>.

Dated in Vancouver, British Columbia, on the **17<sup>th</sup> day of March, 2025.**

For the Insurance Council of British Columbia



---

Janet Sinclair  
Executive Director