

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

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

and  
**TEGPREET SINGH DHADWAL**  
(the “Former Licensee”)

**ORDER**

As Council made an intended decision on June 17, 2025, pursuant to sections 231 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 August 5, 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 and 241.1 of the Act, Council orders that:

- 1) The Former Licensee is fined \$3,000, to be paid by December 2, 2025;
- 2) The Former Licensee is required to complete the following courses, or equivalent courses as acceptable to Council, prior to being licensed in the future:
  - i. Making Choices I: Ethics and Professional Responsibility in Practice, currently available through Advocis;
  - ii. Making Choices II: Ethics and Professional Responsibility in Practice, currently available through Advocis; and

iii. Making Choices III: Ethics and Professional Responsibility in Practice,  
currently available through Advocis

(collectively, the “Courses”);

- 3) The Former Licensee is assessed Council’s investigation costs, in the amount of \$4,750, to be paid by December 2, 2025; and
- 4) Council will not consider any insurance application from the Former Licensee for a period of two years, commencing on September 3, 2025 and ending at midnight on September 2, 2027, and until the fine and investigation costs are paid in full and the Courses have been completed.

This order takes effect on the **3<sup>rd</sup> day of September, 2025**



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Per Janet Sinclair, Executive Director  
Insurance Council of British Columbia

## **INTENDED DECISION**

of the

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

respecting

### **TEGPREET SINGH DHADWAL** (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 acted in compliance with the requirements of the Act, Council Rules and Code of Conduct relating to allegations that the Former Licensee conducted insurance activities without the supervision of a life agent supervisor and in a manner that was not consistent with the usual practice, sold unsuitable insurance products to clients, and forged the signature of a client on insurance forms.
2. On May 8, 2025, as part of Council’s investigation, a Review Committee (the “Committee”) comprised of Council members met via video conference to discuss the investigation. An investigation report prepared by Council staff was distributed to the Committee and the Former Licensee before the meeting. The Former Licensee was notified of the May 8, 2025, meeting; however, the Former Licensee did not attend. A discussion of the investigation report took place at the meeting, and having reviewed the investigation materials and after discussing the matter, the Committee prepared a report for Council.
3. The Committee’s report, along with the aforementioned investigation report was reviewed by Council at its June 17, 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 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 became licensed with Council as a life and accident and sickness insurance agent (“Life Agent”) on December 21, 2021. The Former Licensee held an authorization to represent (“ATR”) an Agency (the “Agency”) from December 21, 2021, to July 15, 2024. The Agency terminated

the Former Licensee's contract on July 15, 2024. The Former Licensee's Life Agent licence was cancelled on August 7, 2024.

6. Council received two Life Agent Reporting Forms ("LARF") for the Former Licensee from an insurance company ("the Insurer"). One LARF was received on October 12, 2023, and the other was received on January 26, 2024. The LARFs originated from complaints from clients MN and MK, which led to an investigation by the Insurer.
7. It is noted that the Former Licensee submitted four insurance applications between February 2, 2023, and February 20, 2023, during which the Former Licensee did not have an approved supervisor as required by Council Rule 7(16.1).

#### *MC Complaint*

8. On October 3, 2023, Council received a complaint from MC against the Former Licensee. MC alleged that the Former Licensee had sold him an unsuitable life insurance policy and had misled other clients and misrepresented life insurance policies by stating that the policies were a type of savings and investment plan called a "*wealth account*." However, after the initial complaint, MC did not respond to Council's request for additional information.
9. In response to Council's request for additional information, on November 13, 2023, the Former Licensee provided Council with documents that included a copy of MC's client file, which included a Financial Needs Analysis ("FNA"), a copy of a life insurance application signed on May 22, 2022, a policy illustration, and client notes.
10. Council's investigator asked the Former Licensee to explain why he had recommended a universal life insurance product to MC. On December 16, 2023, the Former Licensee responded and stated that MC was looking for insurance coverage because he was helping his parents with their mortgage, and he wanted insurance to protect himself. The \$700,000 insurance coverage "*was enough to take care of the outstanding balance on the mortgage and cover any upcoming responsibilities*." The Former Licensee also stated that MC wanted permanent life insurance over temporary life insurance because he wanted to lock in the rates and have the option to use the cash values in the future. The Former Licensee further stated that the FNA and Reason Why letter were completed on May 22, 2022; however, they were not signed because the meeting was conducted via Zoom. The Former Licensee claimed that he was a new agent at the time and was unaware that he needed to obtain signatures from his clients.

11. On May 1, 2024, the Former Licensee provided his responses regarding his product recommendation to MC. The Former Licensee was asked why he had stated in his client notes that the *“client realized he had little knowledge of the Canadian financial strategies”* and yet the FNA included the answer *“good”* in response to the question, *“What has been your experience with finance and investments?”* The Former Licensee advised that the client was in the process of studying to become licensed as an insurance agent, and *“his experience with finance and investments was “good” because once he got licensed”* his knowledge and experience gradually improved from the time they met to set up the policy. However, the client file was completed in May 2022, and according to the Former Licensee’s timeline of events submitted to Council’s investigator, MC was approached to join the Agency in October 2022. On December 13, 2024, the Insurer confirmed that MC’s policy is currently in force and remained on premium holiday.

#### *MN Complaint*

12. On October 12, 2023, the Insurer sent Council a LARF relating to the Former Licensee for improper paperwork and product suitability concerns for the client MN.
13. On October 30, 2023, the Insurer provided Council’s investigator with a copy of its investigation report. The Insurer’s investigation detailed that MN submitted a complaint to the Insurer against the Former Licensee in May 2023. She alleged that the Former Licensee had failed to cancel her life insurance policies in February 2023 as per her instructions, which led to premium withdrawals in March and April. MN requested that the premiums be refunded to her. In June 2023, the Insurer contacted the Former Licensee for his response to the allegations. The Former Licensee stated that in February 2023, he attempted to arrange a virtual meeting with MN to explain the option to reduce the premiums rather than cancel the policies, but he never received confirmation for the meeting. The Former Licensee also stated that he missed the text messages from MN instructing him to cancel her policies and did not see them until a month later. On September 29, 2023, the Insurer informed MN that it had terminated the policies and closed her complaint file as it had made several attempts to contact her for additional information but had not received her response. On October 2, 2023, the Insurer concluded its investigation and provided the Former Licensee with a warning. The Insurer noted to the Former Licensee that the FNA and Reason Why letters were not signed and dated by the client. Additionally, the FNA did not align with the products sold, as the FNA indicated that the client’s goals were all oriented towards savings, but the products sold to the client were critical illness and universal life insurance policies. The Insurer reminded the Former Licensee of the importance of respecting a client’s decisions and promptly acting on a client’s request for a policy cancellation.
14. On February 2, 2024, in response to Council’s inquiries about MN’s policies and her complaint with the Insurer, the Former Licensee advised Council that he had received a phone call from MN in February

2023 requesting that he cancel her policy. The Former Licensee stated that he then attempted to arrange a Zoom call with MN to discuss her request, but MN never confirmed a time to meet. A month later, MN sent him a text message asking him to cancel her policy, which the Former Licensee missed. The Former Licensee advised that he did not have the Agent Disclosure signed by MN because he did not know what documents were required in a client file, and also did not know that he was required to have the documents signed and dated by the client.

15. The Former Licensee stated that he did not have a record of any text messages or call logs to submit because they were located on his old phone, which was damaged, and he was *“unable to backup or retrieve the communication between me and the client.”*
16. On April 19, 2024, MN advised Council’s investigator that she did not have any records of the phone calls with the Former Licensee. She also stated that she had thrown away all documents related to her policies.

#### *MK Complaint*

17. On January 26, 2024, the Insurer sent Council a second LARF regarding the Former Licensee’s conduct with the client MK.
18. The Insurer provided a copy of its investigation into MK’s complaint. On October 21, 2023, MK submitted a complaint to the Insurer against the Former Licensee regarding four insurance policies. MK advised the Insurer that she was misled by the Former Licensee and stated, *“He opened 3 insurance policies and 1 disability plan for me. I was told by Tegpreet that I have 1 long term savings plan, 1 short term savings plan, and life insurance.”* However, MK later called the Insurer and was told that they were all the same type of universal life insurance policy. MK further stated that *“He stated multiple times that if I help him reach his monthly goal by creating a new policy for him, I could cancel and get my money back at any time. When I brought up canceling plans the next month after the payment got picked up, he would call me slurs and say that I was trying to ‘screw him over’.”* MK further stated that when she wanted to withdraw her policies and get her money back, the Former Licensee told her that she needed to sign *“withdrawal papers”*, but they never found a time to meet. MK also alleged that the Former Licensee threatened her by saying, *“The more you act like this the more chance of me terminating all your plans and all your money goes down the drain”* and when she told the Former Licensee that she would file a complaint with the Insurer, he responded, *“You do know if you try doing that they will give me a warning but you will lose all the money. Alright go report me And watch the show.”* Additionally, MK stated that the Former Licensee misrepresented her income as \$100,000, even though she does not make that amount.

19. On November 4, 2023, MK informed the Insurer that her complaint had been resolved. She asked the Insurer to retract her complaint and stated, *"I am satisfied with my policies and happy with the products."*
20. On November 6, 2023, the Former Licensee provided his response to the allegations to the Insurer. The Former Licensee advised that in January 2022, MK agreed to the first universal life insurance policy with critical illness insurance as a rider for a \$200 monthly premium for *"coverage in place to provide protection against any unforeseen events."* In May 2022, the Former Licensee stated that MK wanted *"around \$500,000- \$800,000 cash at retirement."* He therefore set up a second universal life insurance policy for her with a \$120 monthly premium. For the third universal life insurance policy, the Former Licensee stated, *"Client also wanted a separate plan in force with more protection to cover her responsibilities in her middle age in 20 years so she could leverage the cash from that policy earlier for her mid-term goals than the one she has for retirement."*
21. The Former Licensee further advised the Insurer that he had provided MK with her client file to review with her parents, which led to a complaint against him for selling policies to her as MK did not understand them. The Former Licensee attached a copy of MK's client file, which included FNAs, agent disclosures, applications, illustrations, Reason Why letters and client notes.
22. MK sent another letter to the Insurer stating that the retraction of her complaint was made under pressure from the Former Licensee. MK submitted four policy numbers for her complaint to the Insurer. MK also alleged that the Former Licensee had assured her that she could receive all her deposits back if she signed withdrawal papers after August 15, but he never made time to meet with her. MK stated that due to the relationship between MK's parents and the Former Licensee's parents, the Former Licensee and his mother asked MK and her mother to retract MK's complaint with the Insurer in exchange for money. MK also stated that the Former Licensee had signed documents on her behalf.
23. On November 24, 2023, MK sent the Insurer 38 screenshots of text messages and phone logs dated between October 28, 2023, and November 4, 2023, to support her allegations. When MK wanted to reduce the premiums, the Former Licensee stated that MK was trying to lower the plan premiums interfering with the Former Licensee's performance with the Agency.
24. When MK asked the Former Licensee why he had set up a monthly premium of \$120 on one policy when they had agreed on \$100, the Former Licensee responded advising he could not change it and that he didn't think the difference of \$20 would make MK "annoy" him so much with requests.

25. The Former Licensee requested that MK help him meet his sales target by asking MK to purchase a new policy that MK would be able to cancel the next month.
26. When MK expressed to the Former Licensee that she was having financial challenges the Former Licensee responded by using profanities and replied to MK in an aggressive manner.
27. On September 16, 2023, MK was supposed to meet with the Former Licensee to sign "*withdrawal papers*", but the Former Licensee did not commit to that meeting.
28. The Insurer concluded its investigation and on January 26, 2024, provided the Former Licensee with a summary of its investigations.
29. The Insurer found that from January 12, 2023, to July 13, 2023, the Former Licensee tried to sell four universal life insurance policies to MK, of which three were approved. The policies were still in force, and from the time they were issued, the client had paid a total of \$7,480 in premiums. It was clear in the communication exchanges that MK had told the Former Licensee that she could no longer pay for the policies, wanted her money back, and believed that she was able to withdraw all the money she had paid into her policies. The Former Licensee cancelled the meeting that was scheduled for MK to sign forms to surrender the policies and, a few days later, told her that she would not be able to recover the premiums she had paid for a minimum of two years. Several months later, MK called the Insurer to stop the premiums and then submitted a formal complaint on October 26, 2023. The Insurer determined that the Former Licensee was the instigator for MK to purchase additional insurance policies, but there were no communications found that indicated that the Former Licensee had discussed MK's financial needs. The Insurer noted that the applications submitted by the Former Licensee using MK's signature amounted to forgery. The Insurer also found that the Former Licensee had referenced 30 days as the policy cancellation period; however, a client can cancel within the first 60 days and be reimbursed as long as the servicing agency helps the client with a termination form. The Insurer did not see evidence that the Former Licensee had co-operated in helping the client with the termination.
30. In reviewing the text messages sent to the client on December 5, 2022, the Insurer found that the Former Licensee lacked professionalism and used very aggressive language. The Insurer also noted that it had evidence that the Former Licensee's mother repeatedly attempted to contact MK to ask her to withdraw the complaint, calling MK at least 15 times and also sending an email. In consideration of all the findings, the Insurer terminated the Former Licensee's contract on January 26, 2024.



31. The Insurer sent MK a letter dated February 6, 2024, informing her that three of her insurance policies had been cancelled and that a full premium refund had been issued.
32. On May 9, 2024, the Former Licensee provided Council's investigator with responses to inquiries related to the MK complaint. He explained that when MK asked him to stop the premium payments, he requested to meet with her after he returned from out of town. Upon his return, he assumed she no longer had any concerns because they never scheduled a time to meet. The Former Licensee stated that he had no documentation but alleged that he received verbal consent from MK over the phone to sign three applications on her behalf. When asked why he had sold four universal life policies to MK, the Former Licensee explained that each policy served a specific purpose: the first was for protection through life insurance with living benefits, the second was for long-term savings, and the last two policies, he admitted, were designed to help him achieve his personal goals while serving as additional savings plans.
33. Council's investigator interviewed the Former Licensee on August 12, 2024. In the interview, the Former Licensee stated that he recommended the universal life insurance policy to MK because the coverage was intended for his parents' mortgage. The Former Licensee stated that *"[he] remember[s] discussing different type of insurance plans like with him, and he did understand the funds that also included in the [sic] each universal life, and the benefits of it, so that's why we went forward with each universal life. But I do remember showing him that I showed him term as well."* However, in the same interview, when questioned as to why he only sold universal life policies to MK, he stated *"Because I was only trained on universal life. Like I understood other products, but I was not well trained enough to help others on like, you know, understand it as well", "So like, but universal life was the policy that I was able to help under-them-stand it..."* Additionally, the Former Licensee confirmed that he had signed three of the four applications for the policies sold to MK.
34. On August 13, 2024, and December 4, 2024, Council's investigator emailed the Former Licensee with some follow-up questions. On December 17, 2024, Council's investigator attempted to contact the Former Licensee by phone. The Former Licensee did not respond to these inquiries.
35. The Review Committee meeting was scheduled for April 2, 2025. Council staff sent a follow-up email to the Former Licensee on March 24, 2025, to inquire if the Former Licensee would be attending the Review Committee meeting. On March 31, 2025, the Former Licensee sent an email advising that he would be unable to attend due to a family emergency and requesting that the Review Committee meeting be set for a date after April 6, 2025. On the same day, March 31, 2025, Council staff responded and agreed to reschedule the Review Committee meeting to May 8, 2025, and requested confirmation that the Former Licensee would attend on that date. Council staff sent follow-up emails on April 4, 2025, and April 15, 2025, stating that the Former Licensee's attendance at the Review Committee

meeting was optional and that the meeting would proceed in his absence. Council staff have not received any response from the Former Licensee since March 31, 2025.

## **ANALYSIS**

36. Council concluded that the Former Licensee knew or ought to have known that he was not allowed to conduct any insurance business without appropriate supervision and found that the four policies the Former Licensee wrote between February 2, 2023, and February 20, 2023, were contrary to Council Rule 7(16.1). Council concluded that the Former Licensee conducted insurance activities without the supervision of a life agent supervisor, as required.
37. Council determined that the Former Licensee failed to keep books, records and other documents necessary for the proper recording of insurance transactions. Council noted that the Former Licensee did not have appropriate records of notes of phone calls, written communication or client instructions. Additionally, the Former Licensee did not have clients sign the FNA, which is not in line with the usual practice.
38. Council concluded that the Former Licensee's conduct amounted to breaches of trustworthiness and good faith. Council noted that the Former Licensee misled clients or withheld material information to solicit clients to purchase insurance products. Council found the Former Licensee's conduct to be especially egregious as he placed his own personal gain before the interests of clients. Council specifically found that the Former Licensee was providing guaranteed rates of growth that were not accurate. Additionally, relating to the forging of signatures, even if Council accepted the Former Licensee's assertion that he had consent to sign on behalf of MK, that would not allow the Former Licensee to forge a signature on an application form. Council further commented that the forging of MK's signature occurred on three separate occasions and was not an isolated incident. The Former Licensee was not acting in the client's interest or in good faith: when it was apparent that MK could not afford the policies and wanted to cancel them, the Former Licensee did not act on her instructions and did not assist MK with the cancellation. In addition, Council noted the very aggressive and unprofessional communications the Former Licensee engaged in with MK. This conduct was not consistent with the usual practice or in a manner that demonstrated the Former Licensee was acting with integrity and good faith.
39. Council also concluded that the Former Licensee's conduct demonstrated a lack of competency. The Former Licensee did not conduct adequate fact-finding or assessment of clients' needs to support the products sold. Additionally, the Former Licensee did not properly document client instructions to ensure a mutual understanding and record of the transactions. Council found that the Former

Licensee provided contrasting and competing statements in his interview on August 12, 2024. When questioned why a universal life policy was sold to MC, the Former Licensee stated that it was the most appropriate product for the client. However, when questioned about why he sold MK three universal life policies, the Former Licensee stated that he was not trained enough on other products to understand other options. Additionally, none of the FNAs or Reason Why letters were signed by the clients.

40. Overall, Council found that the Former Licensee had misled clients into buying products that he could not demonstrate to be suitable and had used inappropriate tactics.
41. Council considered the impact of Council Rules 7(8), 7(9) and 7(16.1) and Council's Code of Conduct guidelines on the Former Licensee's conduct, including section 3 ("Trustworthiness"), section 4 ("Good Faith"), section 5 ("Competence"), section 7 ("Usual Practice: Dealing with Clients"), section 8 ("Usual Practice: Dealing with Insurers") and section 12 ("Dealing with the Insurance Council of British Columbia"), as well as section 177(b) of the *Financial Institutions Act*. Council concluded that the Former Licensee's conduct amounted to breaches of the above Code of Conduct sections and the professional standards set by the Code and the Act.

## PRECEDENTS

42. Before making its decision in this matter, Council took into consideration the following precedent cases. While Council is not bound by precedent and each matter is decided on its own facts and merits, Council found that these decisions were instructive in providing a range of sanctions for similar types of misconduct.
43. [Sherlock Hsu](#) (September 2023) concerned a life agent licensee who was alleged to have submitted applications for insurance products without the client's full understanding and failed to maintain proper and adequate books and records. The licensee was unable to provide sufficient evidence in the form of documentation for summaries of the discussions that the licensee had with the complainant, documentation of client instructions, client emails, notes or summaries related to the specific assessment of the client's needs or circumstances. Council determined that without documentation that illustrates the fact-finding or justification of the recommendations and/or strategy sent, it is very difficult for an outside party to assess the transaction in question and objectively verify if the products recommended were suitable for or understood by the client. Additionally, Council concluded that the licensee failed to engage in the usual practice of the business of insurance by witnessing a signature on the application form when the licensee had not, in fact, witnessed the signature. Council ordered that the licensee be fined \$2,000, be required to be supervised for 24 months, be required to complete courses and assessed Council's investigation costs.

44. [Liza Tanigue Gatasi](#) (July 2024) concerned a former life agent licensee who was alleged to have procured life insurance for clients without confirming that key details of the policy were understood and that she had subsequently facilitated the cancellation of an existing life insurance policy, contrary to the best interests of the clients. Council found that the former licensee's fact-finding and evaluation of the complainants' needs were insufficient. Additionally, Council found that the former licensee failed to ensure the complainants understood the insurance products they were purchasing and that the former licensee did not take sufficient action to confirm whether the complainants could afford the products sold to them. As a result of the complainants' complaint, the former licensee was fined \$1,000 by her agency and also contributed just over \$2,000 in reimbursement to the complainants. Given the financial penalties already incurred, Council found that the appropriate disciplinary outcome was for the former licensee to complete courses and be required to be supervised should the former licensee re-enter the industry. Council ordered that the former licensee complete various courses, be required to be supervised for two years should she re-enter the industry and be assessed Council's investigation costs.
45. [Andreas Lauri Hinkkala](#) (August 2019) concerned a life agent licensee who had sold insurance products to a client that were "grossly unsuitable considering her financial circumstances and need." There was a lack of records showing that the client understood the products in question. Council found the licensee's conduct had been self-serving (motivated by commissions) and without regard for the consequences to his client. Council ordered a fine of \$2,000, required the licensee to take an ethics course, required the licensee to be supervised for two years of active licensing and assessed Council's investigation costs.
46. [Virlie Aimendral Canlas](#) (November 2020) concerned a former life agent licensee who convinced numerous clients to obtain life insurance, regardless of their best interests, with the agreement that he would pay their first-year premiums in full. He also conducted unlicensed securities activities with funds received from clients. Chargebacks of over \$250,000 soon resulted from the former licensee's clients terminating or lapsing their policies. Council ordered that no application for an insurance licence would be considered from the former licensee for five years; he was also assessed investigation costs. Council elected not to fine the former licensee due to his submission that he was attempting to repay the clients financially harmed by his misconduct, as a fine might impair or delay his attempts to repay those clients.
47. [Manpreet Kaur Brar](#) (April 2023) concerned a life agent where the insurer noted significant lapses of policies due to insufficient payments from the bank accounts that were used to pay the premiums for multiple clients. As a result of the reversal of commissions associated with the terminated policies, the licensee was charged back \$146,000. Council concluded that the licensee failed to engage in the usual

practice of the business of insurance by selling insurance products to clients that were not appropriate or suitable to the clients' needs. Given the very significant reversal of commissions by the insurers, it was evident that a substantial amount of insurance products sold by the licensee resulted in the termination of the policies. Additionally, Council determined that the insurance products did not align with the clients' financial circumstances, given the high number of policies that were lapsed due to non-payment. Council concluded that given the high number of clients affected by the licensee's lack of competency, the licensee would pose a threat to the public if allowed to continue holding an insurance licence. Council ordered that the licensee's life agent licence be cancelled with no opportunity to apply for an insurance licence for two years.

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

48. Council considered whether there were any mitigating and aggravating factors in this matter. Council did not find that there were any mitigating factors; however, Council found multiple aggravating factors. As there were multiple complaints from three different individuals, and at least three policies from MK that were identified as unsuitable, Council determined that this was not an isolated event. Council found it aggravating that the Former Licensee's actions had a direct impact on MK and that there is a high risk of public harm, as the Former Licensee was not following client instructions and was recommending products for his benefit over his clients' needs. Additionally, Council did not feel that the Former Licensee demonstrated any remorse or understanding of his misconduct.

#### **CONCLUSIONS**

49. After weighing all of the relevant considerations, Council found the Former Licensee to be in breach of the Act, Council Rules and the Code of Conduct.
50. Council found that the Former Licensee's conduct warranted discipline on the higher end of that in the precedents. The Committee recommends a fine of \$1,000 per forged signature, totalling \$3,000. Council concluded that, given the significant concerns relating to the Former Licensee's trustworthiness, ability to act in good faith and competency, the Former Licensee should not be able to reapply for an insurance licence for at least two years, similar to the [Brar](#) decision. Additionally, should the Former Licensee reapply for a licence in the future, Council has determined that the Former Licensee be required to complete courses relating to ethics and professional responsibility.
51. With respect to investigation costs, Council has concluded that these costs should be assessed 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 discipline 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.

## **INTENDED DECISION**

52. Pursuant to sections 231 and 241.1 of the Act, Council made an intended decision that:

- a. The Former Licensee be fined \$3,000, to be paid within 90 days of Council's order;
- b. The Former Licensee be required to complete the following courses, or equivalent courses, as acceptable to Council, prior to being licensed in the future:
  - i. Making Choices I: Ethics and Professional Responsibility in Practice, currently available through Advocis;
  - ii. Making Choices II: Ethics and Professional Responsibility in Practice, currently available through Advocis; and
  - iii. Making Choices III: Ethics and Professional Responsibility in Practice, currently available through Advocis(collectively, the "Courses");
- c. The Former Licensee be assessed Council's investigation costs in the amount of \$4,750, to be paid within 90 days of Council's order; and
- d. Council will not consider any insurance application from the Former Licensee for a period of two years, 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.

53. 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**

54. 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 90-day deadline.

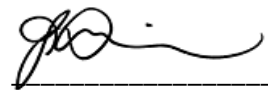
#### **RIGHT TO A HEARING**

55. 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 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.**

56. 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 [www.bcfst.ca](http://www.bcfst.ca) or visit the guide to appeals published on their website at [guidelines.pdf](#).

Dated in Vancouver, British Columbia, on the **5<sup>th</sup> day of August, 2025.**

For the Insurance Council of British Columbia



Janet Sinclair  
Executive Director