

In the Matter of the

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

and the

INSURANCE COUNCIL OF BRITISH COLUMBIA
 (“Council”)

and

PAMELA TAN GERVACIO
(the “Former Licensee”)

ORDER

As Council made an intended decision on October 28, 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 November 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 and 241.1 of the Act, Council orders that:

- 1) The Former Licensee is fined \$2,000, to be paid by April 7, 2026;
- 2) The Former Licensee is required to complete the following courses, or equivalent courses as approved by Council, prior to being licensed by Council in the future:
 - i. Making Choices I, II & III: Ethics and Professional Responsibility in Practice, available through Advocis;
 - ii. Compliance Toolkit: Know Your Client and Fact Finding, available through Advocis;
 - iii. Compliance Toolkit: Know Your Product and Suitability, available through Advocis; and
 - iv. The Challenge of Documenting Nothing, available through Advocis

(collectively, the “Courses”);

- 3) The Former Licensee is required to be supervised for two years of active licensing, by a life and accident and sickness insurance agent, as approved by Council, in the event that the Former Licensee receives a life and/or accident and sickness insurance agent licence in the future;
- 4) The Former Licensee is assessed Council’s investigation costs of \$3,375, to be paid by April 7, 2026; and
- 5) Council will not consider an application for any insurance licence from the Former Licensee for a period of two years, commencing on January 7, 2026, and until the fine and investigation costs are paid in full and the Courses have been completed.

This order takes effect on the **7th day of January, 2026**



Janet Sinclair, Executive Director
Insurance Council of British Columbia

INTENDED DECISION

of the

INSURANCE COUNCIL OF BRITISH COLUMBIA

("Council")

respecting

PAMELA TAN GERVACIO

(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 regarding allegations of product suitability concerns for several policies she sold. She recommended policies to clients that did not align with their needs and circumstances, including policies with high premium-to-income ratios that resulted in numerous cancellations and lapses. She also sold a policy despite her supervisor's concerns with its affordability, failed to retain notes in client files to support her rationale for recommendations and made calculation errors when preparing clients' Financial Needs Analyses.
2. On August 12, 2025, as part of Council's investigation, a Review Committee (the "Committee") comprised of Council members met with the Former Licensee over video conference to discuss the investigation. The Former Licensee made submissions to the Committee and provided it with further information. An investigation report prepared by Council staff was distributed to the Former Licensee and Committee before the meeting. After reviewing the investigation materials and discussing the investigation, the Committee prepared a report for Council.
3. Council reviewed the Committee's report and the investigation report at its October 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 and 241.1 of the Act before taking any such action. The Former Licensee may then accept Council's decision or, within 14 days, 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 held a licence with Council as a life and accident and sickness insurance agent (“Life Agent”) from April 19, 2005 to March 17, 2006, and then again from September 28, 2007 to June 21, 2012. The Former Licensee received a new licence on November 25, 2020, and held an authorization to represent (“ATR”) the Agency until September 15, 2023. The Former Licensee’s licence was inactive until she obtained an ATR with a different agency from March 25, 2024, until March 7, 2025. Her licence was inactive until it was cancelled for non-renewal on August 1, 2025.
6. On June 22, 2023, the Agency conducted a review of the policies the Former Licensee sold, and issued a Compliance Warning Letter, for allegations of churning, not completing the Life Insurance Replacement Declaration (“LIRD”), and failing to act in the client’s best interest.
7. On September 13, 2023, an insurer (“the Insurer”) notified Council it had terminated the Former Licensee for cause due to allegations of churning and issues with product-client suitability. The Insurer also noted its concerns with the high number of chargebacks due to policy lapses and premium payments that were stopped or reduced shortly after the policies were put in force.
8. On September 15, 2023, the Agency also terminated the Former Licensee’s contract.

Product Suitability – Former Licensee’s Husband’s Policy

9. The Agency noted concerns with the first universal life policy (“First Policy”) the Former Licensee had purchased for her husband. The First Policy had a monthly premium of \$2,650, which was reduced to \$2,000 after six payments. The First Policy’s annual premium represented ████████ of her husband’s annual income. Ten payments were made towards the First Policy, after which her husband received two notifications of pending lapse, both within one-and-a-half years after the First Policy was issued.
10. The Former Licensee stated she had made a payment arrangement with the Insurer and instructed it to withdraw money from her account on January 28, 2023, but because the Insurer forgot to inform its collection department of the matter, the First Policy lapsed on February 13, 2023.
11. When the Former Licensee asked the Insurer to reinstate the First Policy, she learned that her husband was required to pay \$8,000 in outstanding premiums for the reinstatement, despite only having a budget of \$2,000.
12. The Former Licensee proceeded to write a second universal life policy (the “Second Policy”) for her husband after the First Policy lapsed. The Second Policy had the same coverage and the same \$2,650 monthly premium as the First Policy. After the Second Policy was issued, the first payment was reduced to \$2,000, the second payment was reduced to \$1,500, and finally, the policy lapsed once payments had stopped.

13. The Former Licensee's supervisor had concluded the Second Policy was unsuitable based on the husband's background and suggested he apply for a lower amount of insurance with lower premiums. Despite the supervisor's recommendation, the Former Licensee proceeded to write the Second Policy.
14. The Agency concluded the First Policy and Second Policy were unsuitable because of the high premium-to-income ratio. This was supported by the fact that the Former Licensee's husband repeatedly missed payments, including reduced payments for both policies. Despite receiving a premium reduction on both policies, the husband's consistent failure to make payments showed his inability to afford the policies. The Former Licensee noted she had recently started a new business and thought she would be able to pay her husband's premiums from her expected increase in income. However, the Agency emphasized that future income could not be used in the assessment of her husband's insurance policy recommendation.
15. The Agency deemed the Former Licensee had churned the First Policy since she chose to write the Second Policy instead of reinstating the First Policy and did not complete the LIRD within six months of the First Policy lapsing. The Agency fined her \$1,000 for churning, which was deducted from her commissions.
16. The Former Licensee denied that she had churned the First Policy because she had no intention of cancelling it and replacing it with the Second Policy for the sake of earning a commission. She said her intention was "to protect her clients." She stated that she did not complete a LIRD because she planned to reinstate her husband's policy by using her commissions to pay off the policy premiums. However, she could not afford to pay the policy premiums because the Agency withheld her commissions for selling unsuitable policies, leaving her with only 0% to 1% of her commissions from June 2022 onwards.

Product Suitability – Clients' Policies

17. The vast majority of the policies the Former Licensee sold to clients were universal life policies structured with 100% permanent insurance coverage. Approximately 60% of the policies she sold were to her relatives and friends. The Former Licensee explained she would offer the client three different options: universal life, whole life or term insurance, and the client would select one of these options. She shared that upon moving to Canada she learned more about the insurance industry and the products typically sold including, term insurance, RRSPs and RESPs, demonstrating that she was aware of the merits of term insurance. The Former Licensee stated that the Agency trained its agents to sell the Insured Retirement Plan.
18. The Agency noted the Former Licensee's persistency ratio was below 75%. Council's investigator also noted that of the 55 policies she had sold, 24 had lapsed, been cancelled or were terminated. Of those 24 policies, 7 had lapsed with premium-to-income ratios ranging from 4% to 34% and 11 of the 16 policies that were terminated had premium-to-income ratios ranging between 12% and 53%.
19. The Agency claimed the Former Licensee owed chargebacks in relation to the unsuitable policies she sold.

20. Many of the policies the Former Licensee sold to clients had high premium-to-income ratios, whereby a large amount of the clients' income went towards paying their insurance premiums. The Former Licensee explained to the Committee that she had sold a policy to a young recently married couple, where a large percentage of their income went towards their insurance premiums. She acknowledged that she did not consider the couple's anticipated future needs or expenses because she believed these matters could be discussed at the clients' annual review. Although the couple ended up cancelling their policy for personal reasons, the Former Licensee expressed that she did not make a mistake when calculating their premium and "gave them what they could afford."
21. The Former Licensee's husband's policies also appeared to have a high premium-to-income ratio. The Former Licensee explained that when she applied for the First Policy, she was capable of paying her husband's policy premiums.
22. The Committee asked the Former Licensee how her clients could afford the high premiums based on their income. She explained some clients had additional income from another country, but she followed their instructions to omit the foreign income in their applications. She also stated she recommended that her clients pursue careers in the insurance industry or find alternative income streams to meet their financial obligations and maintain their insurance premiums.

Audited Policies

23. Council's investigator reviewed four of the Former Licensee's client files in further detail, which were selected based on the Insurer's preliminary assessment of those policies. All four showed similar product suitability concerns: they were all universal life policies structured with permanent insurance coverage; there was no explanation of how her recommendations addressed each client's goals, insurable needs or circumstances; the Financial Needs Analysis incorrectly listed the applied-for insurance amounts as existing coverage; insurance coverage shortfalls were noted but not addressed; and there was no indication of any budget or cash flow analysis performed to assess the affordability of these policies.
24. When the Committee reviewed one of the four audited policies, it raised concerns that the Former Licensee's Financial Needs Analysis and insurance needs calculations appeared to be inaccurate. The Former Licensee incorrectly included the insurance coverage amounts that the client applied for in the section designated for existing coverage. In response to the concerns, the Former Licensee stated that she had not made any mistakes when calculating her clients' income or premium amounts.
25. The Former Licensee's records showed that she identified insurance coverage shortfalls in the majority of the policies she sold. In the four policies Council's investigator audited, the Former Licensee did not address these shortfalls in the Reason Why Letter.

Supervision

26. The Former Licensee was under supervision from November 2020 to October 2022 and continued to be under the Agency's "internal close supervision" from July 15, 2022, to September 15, 2023. She was still under supervision at the new agency before her licence was cancelled in 2025. The supervisor at the Agency confirmed that she had reviewed and maintained records for 42 of the Former Licensee's policy applications, although Council's investigator determined that the Former Licensee had submitted 47 applications while under supervision. The Former Licensee indicated that the supervisor only contacted her about unsuitable policies on two occasions.
27. The Former Licensee was asked why she proceeded to write the Second Policy for her husband when her supervisor had expressed concerns about its suitability. The Former Licensee stated her supervisor had told her that writing the policy would be acceptable if the Insurer's sales director approved it. When the Former Licensee contacted the Insurer's sales director for advice, the Insurer's sales director said, "I think if you re-wrote it. It could cost you your career [sic]." When the Former Licensee was asked why she continued despite receiving this warning from the Insurer's sales director, she stated that she didn't understand the statement and she intended to pay for the lapsed policy once her commissions were released. She emphasized that her priority was to ensure that her husband was covered under a policy.

Record Keeping

28. The Former Licensee stated she had provided Council with all of her client documentation and corresponding notes for the four policies Council's investigator audited. Council's investigator noted that some files appeared to be missing Reason Why Letters and client notes, and there was no explanation of how the Former Licensee's recommendations addressed a client's goals or reasons as to why permanent insurance coverage was recommended over term insurance coverage. The Former Licensee also did not appear to have any notes explaining how to address the insurance coverage shortfalls noted in the Reason Why Letter or Financial Needs Analysis.
29. The Former Licensee did not appear to have made any detailed notes following her client consultations, but stated that she kept notes from her annual review with clients. She also stated when she created clients' policies, she may have included some agent notes but did not document the client's financial goals in writing because these were already detailed in the Know Your Client documents.
30. While the Former Licensee stated she kept track of her client files, she provided Council's investigator with discrepancies in the number of clients she claimed to have.

Sales Incentives

31. The Former Licensee stated the Agency incentivizes its agents to sell a certain number of policies by offering trips and prizes. On multiple occasions in the Committee meeting she stated that she is “task oriented.” She had been successful in meeting the Agency’s targets, and had been rewarded with trips, including a cruise.
32. The Former Licensee also indicated the Agency incentivizes its agents to recruit individuals into the insurance industry by compensating them with a small remuneration. The Former Licensee stated she was motivated to recruit new agents because she is a “competitive” individual and tried her best to “compete” and “win” the promotions the Agency offered.

ANALYSIS

33. Council concluded the Former Licensee’s conduct amounted to breaches of Council Rules 7(8) and 7(9) and Code of Conduct section 3 (“Trustworthiness”), section 4 (“Good Faith”), section 5 (“Competence”), section 7 (“Usual Practice: Dealing with Clients”) and section 8 (“Usual Practice: Dealing with Insurers”) in the four audited policies that were reviewed. Given the numerous concerns Council identified within the four audited policies, it is likely that similar issues exist within the other policies sold, indicating a broader pattern of the Former Licensee’s substandard practices.
34. Council found there was a breach of Council Rules 7(8) and 7(9) when the Former Licensee failed to maintain client records and neglected to document the reasoning behind specific policy recommendations, including justification for selecting permanent policies over temporary ones. The documents she purported to use were often from templates, and she acknowledged that on some occasions she would not include the client’s foreign income, as requested by the client. Her client files did not contain any notes on the client’s financial goals or the different policies that were considered, and a few client files were missing Reason Why Letters.
35. Council found there was a breach of Code of Conduct section 3 (“Trustworthiness”) and section 4 (“Good Faith”). It noted the Former Licensee *“knowingly prejudiced the interests of a client for personal gain”* because she was highly motivated by commissions, was incentivized by the Agency through promotional contests and failed to act in her clients’ best interests. She admitted that although she was aware of term insurance, she sold a majority of permanent policies to her clients and family members. Council determined she did not have a sincere intention of putting her clients’ best interests ahead of her own interests.
36. Council found significant breaches of Code of Conduct section 5 (“Competence”). The Former Licensee failed to *“conduct an adequate fact finding and assessment of a client’s insurance needs”* and sold policies that were *“inappropriate given the client’s stated objectives and circumstances.”* Council was concerned that the Former Licensee did not *“properly document communications and instructions from clients to ensure mutual understanding.”*

37. Council found multiple examples in the four audited policies where the Former Licensee did not demonstrate the level of competence that is expected of a licensee. She did not correctly calculate her clients' insurance needs, and she failed to address the insurance coverage shortfalls. In some policy applications, she included the coverage a client applied for as the client's existing coverage. There was no indication that she performed a cash flow analysis to assess the policies' affordability and there was no supporting documentation outlining how her recommendations addressed the clients' goals. As a result, the large majority of the policies she sold had either lapsed or were cancelled, evidencing unsuitability. Council was also concerned that the Former Licensee's solution for clients who could not afford to pay policy premiums was to encourage them to join the industry or to generate additional income through another job.
38. Lastly, Council found breaches of Code of Conduct section 7 ("Usual Practice: Dealing with Clients") and section 8 ("Usual Practice: Dealing with Insurers"). The Former Licensee failed to protect her clients' interests or evaluate their needs, as there were no notes to indicate that she had evaluated their needs and financial circumstances. She issued many policies with a high income-to-premium ratio, failing to take into account that if a client's circumstances changed, the client would be unable to afford such high insurance premiums. She also failed to consider a client's best interests when she proceeded to sell a policy after her supervisor indicated that the client's policy was unsuitable. The Former Licensee also breached her duty to provide accurate information when she admitted that she did not include a client's foreign income in a policy application because the client had requested that it be omitted.

PRECEDENTS

39. Before making its recommendation on this matter, Council took into consideration the following precedent cases. While Council recognizes that it is not bound by precedent and that each matter is decided on its own facts and merits, Council found that these decisions were instructive in terms of providing a range of sanctions for similar types of misconduct.
40. [Liza Tanigue Gatasi](#) (July 2024): concerned a former Life Agent licensee with over a decade of experience who procured life insurance applications without obtaining clients' full understanding of key details and failed to adequately document communications and instructions from clients or to make adequate fact findings of clients' needs. She did not take sufficient action to confirm whether her clients could afford the insurance she sold to them and had facilitated the cancellation of an existing life insurance policy, contrary to the best interests of the client. Council did not believe that the former licensee set out to mislead clients but found that she did not take sufficient care in selling them products. Council found two mitigating factors: she was fined \$1,000 by the Agency and she contributed \$2,077.50 towards reimbursing the complainants' premium payments. Council ordered that the former licensee be supervised for two years, be assessed investigation costs and be required to take the Council Rules Course, an ethics course, a fact-finding course, a product suitability course and a course on documenting notes.

41. [Sherlock Hsu](#) (September 2023): concerned a Life Agent licensee who submitted insurance applications without a client's full understanding and failed to maintain proper record keeping in order to ensure mutual understanding. The licensee had recommended a leveraged investment strategy to the client. Council questioned whether the leveraged investment was suitable for the client in the circumstances. The licensee's failure to maintain proper books and records raised questions about his competence, as he could not demonstrate that a proper needs analysis was conducted or that proper explanations were provided so the client could make an informed decision. Council also noted that the licensee signed as a witness to the client's signature on an application when he had not actually witnessed the signature. Council ordered that the licensee be supervised for two years and that he be required to take the Council Rules Course, a fact-finding course and a product suitability course. The licensee was also fined \$2,000 and assessed investigation costs.
42. [Manpreet Kaur Brar](#) (April 2023): concerned a Life Agent licensee who failed to assess the suitability of insurance products for clients and to maintain client files and notes. The insurer identified 22 insurance applications that it considered to be concerning. There was a significant reversal of commissions by the insurers, confirming that a substantial number of the insurance products sold by the licensee resulted in termination. Given the high number of policies that were lapsed due to non-payment, Council determined that the insurance products did not align with the client's financial circumstances. Council noted that the licensee should have advised the clients of their ability to reinstate their policies instead of writing new policies for clients who did not pay premiums and had their policies lapse. The licensee also did not keep adequate records to document client notes for the policies sold. Council ordered that the licensee's life agent licence be cancelled with no opportunity to reapply for an insurance licence for a period of two years and that she be assessed investigation costs.
43. [Brian Garcia Acuna](#) (September 2021): concerned a Life Agent licensee who persuaded policy holders to cancel policies so he could sell them new policies, failed to follow proper replacement procedures by not completing a Life Insurance Replacement Declaration ("LIRD") for each of the applications, and failed to consider the risks and possible disadvantages of the new policies to policy holders. The licensee also provided a personal loan to a client. Council considered that the licensee was newly licensed at the time and under supervision by his agency. It concluded that the licensee's misconduct was largely the result of inadequate training about how to conduct suitability analyses. Although the licensee was remorseful, Council was concerned by his continued lack of understanding about the suitability of the policies and strategies he had been trained to recommend to clients and that he should have recognized the need to complete a LIRD for each application. Council noted that several clients appeared to be worse off after they were issued new policies. Council ordered that the licensee be supervised for two years and be required to take the Council Rules Course, an ethics course, a fact-finding course and a product suitability course. The licensee was also required to attend a Life Agent webinar and was assessed investigation costs.
44. [Andreas Lauri Hinkkala](#) (August 2019): concerned a Life Agent licensee with over 15 years of experience who recommended insurance products to a client and her two children who could not reasonably afford the premiums. In particular, the licensee redeemed and transferred the client's mutual funds to pay for the premiums on policies that the licensee sold. Council found that the insurance products the licensee recommended were grossly unsuitable considering the client's

financial circumstances and needs. Council also found that the licensee was motivated by insurance commissions when recommending the insurance products to the clients. Council determined that the licensee failed to carry on the business of insurance in good faith, conduct all insurance activities in a competent manner and act in the usual practice of dealing with clients. Council ordered that the licensee be supervised for two years and be required to complete an ethics course. The licensee was also fined \$2,500 and assessed investigation costs.

45. [Paul William Moore](#) (January 2019): concerned a Life Agent licensee with over a decade of experience who was also a financial management advisor with the Canadian Securities Institute. Council found that the licensee engaged in churning activities, conducted trades without client consent, engaged in unauthorized trading and altered a client's trading authorization form in order to conduct a trade for another transaction. The licensee admitted that he created a forged document and kept blank, pre-signed forms to conduct trades. Council determined that the licensee's actions were incompetent "at best" and did not meet the standards expected of a licensee. Council held that engaging in unauthorized trades for convenience or to benefit one's self is unacceptable, and does not meet the standard of conduct required. Council imposed a condition on the licensee's licence requiring him to be supervised for 12 months, fined him \$7,500, required him to complete the Council Rules Course and an ethics course within 12 months, and assessed him investigative and hearing costs of \$3,875 and \$7,920.40, respectively.
46. [Edraline Buetipo Borgonia](#) (June 2016): concerned a Life Agent licensee who was alleged to have sold life insurance policies to a client to replace existing policies, contrary to the client's best interests. Council found no evidence to suggest that the new policies were inferior to the existing ones but noted that the policy comparisons were based on incomplete information. Council found that by providing comparisons without full information, the licensee had failed to act in accordance with the usual practice of the business of insurance. Council also found it inappropriate for the licensee to have had the client sign post-dated policy cancellation letters. While accepting that the licensee was attempting to act in the client's best interests, Council found that the licensee failed to demonstrate good judgment in dealing with the client, which brought into question her ability to act in a competent manner in accordance with the usual practice of the business of insurance. As a result, Council imposed conditions on the licensee's licence requiring her to be supervised for a period of 24 months, complete the Advocis Getting Established Program and pay Council's investigation costs.
47. Council did not find any particular precedent case to be analogous, since the Former Licensee appeared to have sold more unsuitable policies than licensees had in the cases above; however, Council did note that a fine, continuing education courses, supervision, costs and a prohibition from applying to the Council for a licence would be appropriate in this case.

MITIGATING AND AGGRAVATING FACTORS

48. Council considered relevant mitigating and aggravating factors. One mitigating factor is that the Former Licensee has already incurred consequences arising from the misconduct, including being terminated by the Insurer and the Agency, and owing a substantial amount of chargebacks to the

Agency. Council observed that although she made efforts to understand the issue with her chargebacks, she failed to take responsibility for the financial hardships caused to her clients. Lastly, she co-operated with Council's investigation.

49. Council also considered a large number of aggravating factors, including that the Former Licensee's conduct was not isolated in nature and occurred multiple times, with a large percentage of clients' policies either lapsing or being terminated. Council was concerned the Former Licensee was motivated by earning a significant amount in commissions. Although she had a long-standing career in the industry and was aware of other insurance products available to her clients, she proceeded to sell only one particular product to them. Council noted a residual risk of harm to the public in relation to the policies the Former Licensee sold to other clients, as there is a risk that these policies may lapse in the future.
50. Council believes that without discipline the Former Licensee is likely to repeat the misconduct. While the Former Licensee thought that she was enhancing her clients' futures, she did not recognize that her actions were harmful. She did not show remorse, and although she did admit that she had made a mistake, her overall justification was that she was trained to sell policies in this manner. Council found that the Former Licensee was evasive and that she adjusted her answers to make herself look less culpable. Overall, Council determined that numerous aggravating factors in this case were significant and outweighed the mitigating factors.

CONCLUSIONS

51. After weighing all of the relevant considerations, Council found the Former Licensee to be in breach of the Council Rules and Code of Conduct. Council believes that, based on the Former Licensee's numerous years of experience in the industry, she understood the value of selling term insurance yet chose to sell the majority of her clients permanent life insurance policies with a heavy emphasis on their accumulation of cash value for retirement income. Council found the Former Licensee's high premium-to-income ratio and low persistency ratio to be unreasonable, illustrating product unsuitability. Council's concern is the Former Licensee was selling clients insurance masked as investments, and she had a lack of understanding that insurance should be recommended primarily for protection, with the investment component being secondary.
52. Council noted the Former Licensee is still required to pay the Agency a large amount in chargebacks, and recommends the Former Licensee pay a \$2,000 fine since she earned commissions from selling unsuitable products.
53. Given that the Former Licensee breached the fundamental duties of an insurance agent, Council found it appropriate to prohibit her from reapplying for an insurance licence for a two-year period. If the Former Licensee decides to re-enter the industry in the future, she will be required to have two-years of supervision to ensure her professional conduct aligns with the standards expected of all licensees.

54. Council noted the Former Licensee's lack of competence was a prominent issue, as she was focused on selling a concept instead of recommending products based on clients' specific needs and circumstances. To address this, Council believes it is appropriate to require the Former Licensee to complete continuing education courses. This combination of education and supervision will help ensure the Former Licensee's knowledge and skill set are adequate if she returns to the insurance industry.
55. 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 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

56. Pursuant to sections 231 and 241.1 of the Act, Council made an intended decision that:
 - a. The Former Licensee be fined \$2,000, 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 approved by Council, prior to being licensed by Council in the future:
 - i. Making Choices I, II & III: Ethics and Professional Responsibility in Practice, available through Advocis;
 - ii. Compliance Toolkit: Know Your Client and Fact Finding, available through Advocis;
 - iii. Compliance Toolkit: Know Your Product and Suitability, available through Advocis; and
 - iv. The Challenge of Documenting Nothing, available through Advocis
(collectively, the "Courses");
 - c. The Former Licensee be required to be supervised for two years of active licensing, by a life and accident and sickness insurance agent, as approved by Council, in the event that the Former Licensee receives a life and/or accident and sickness insurance agent licence in the future;
 - d. The Former Licensee be assessed Council's investigation costs of \$3,375, to be paid within 90 days; and
 - e. Council will not consider an application for any insurance licence 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.

57. 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 COSTS/FINES

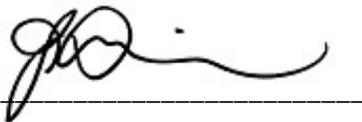
58. Council may take action or seek legal remedies against the Former Licensee to collect outstanding costs and fines should these not be paid by the 90-day deadline.

RIGHT TO A HEARING

59. 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.**
60. 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.bcfesa.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 **17th day of November, 2025.**

For the Insurance Council of British Columbia



Janet Sinclair

Executive Director