
IN THE MATTER OF the *Insurance Act*, R.S.O. 1990, c.I.8, as amended (the “Act”), in particular sections 441, 441.2 and 441.3;

AND IN THE MATTER OF Happy Future Centre;

AND IN THE MATTER OF Nataly Belinska.

MINUTES OF SETTLEMENT AND UNDERTAKING

PART I – INTRODUCTION

1. Nataly Belinska (“Belinska”) is the owner of Happy Future Centre (“HFC”), an agency that provides in-home personal support services to people who have been injured as the result of a motor vehicle collision and require attendant care pursuant to the Statutory Accident Benefit Schedule. HFC and Belinska are not licenced under the Act.
2. On February 18, 2025, the Director, Litigation and Enforcement (“Director”), by delegated authority from the Chief Executive Officer (“CEO”) of the Financial Services Regulatory Authority of Ontario (“FSRA”), issued a Notice of Proposal in respect of HFC and Belinska and HFC’s conduct in the insurance sector (the “NOP”).
3. The NOP proposed to impose a compliance order on Belinska and HFC, and impose a \$10,000 administrative monetary penalty on Belinska under the Act.
4. Belinska, on behalf of HFC and herself, disputed the allegations and, on February 24, 2025, requested a hearing before the Financial Services Tribunal (the “Tribunal”) in respect of the NOP.
5. Belinska, on behalf of HFC and herself, and the Director, by delegated authority from the CEO (collectively the “Parties”), wish to resolve these matters on consent and without a hearing before the Tribunal.

PART II – AGREED FACTS

A. Charges for Goods and Services Not Provided

6. From February 2020 to May 2021, Belinska, on behalf of HFC, submitted numerous invoices (the “Invoices”) to Desjardins General Insurance Group (“DGIG”) for personal support services performed by the same personal support worker.
7. DGIG arranged for surveillance which confirmed that the Invoices included charges to DGIG for personal support services that were not provided to approximately four HFC clients on numerous occasions in March, April and May 2020, and in April 2021.
8. DGIG obtained a statutory declaration from a HFC client confirming that the Invoices included charges to DGIG for personal support services that were not provided to them in April and May 2021.
9. DGIG also found that the Invoices included charges to DGIG for personal support services on multiple dates and times for different clients in different locations by the same personal support worker, with overlap that rendered it impossible for the services to have been provided as claimed.

PART III – NON-COMPLIANCE WITH THE ACT

10. By engaging in the conduct described in Part II of these Minutes of Settlement and Undertaking (“Minutes”), Belinska admits and acknowledges that HFC, and Belinska as its owner, engaged in an unfair or deceptive act or practice contrary to section 439 of the Act by breaching section 3(2), paragraph 1, of Ontario Regulation 7/00 (now repealed).
11. Specifically, HFC, and Belinska as its owner, committed an unfair or deceptive act or practice by failing to properly supervise a personal support worker employed by HFC and charging DGIG an amount in consideration for the provision of goods or services to or for the benefit of approximately four HFC clients who claimed statutory accident benefits or who otherwise claimed payment under a contract of insurance, when the goods or services are not provided to these clients.

PART IV – TERMS OF SETTLEMENT

12. Belinska, on behalf of HFC and herself, admits the facts contained in Part II of these Minutes and admits the contraventions stated in Part III of these Minutes.
13. Belinska, on behalf of HFC and herself, acknowledges and agrees that she has been given the opportunity to seek independent legal advice and has done so (or has waived the right to do so) and is entering into these Minutes voluntarily, understanding the consequences of doing so.

14. Belinska, on behalf of HFC and herself, acknowledges that these Minutes are an undertaking within the meaning of the Act, and that failure to comply may result in immediate regulatory action including, but not limited to, the issuance of a further Notice of Proposal as may be required or prosecution under the *Provincial Offences Act*.

15. Belinska, on behalf of HFC and herself, acknowledges that, notwithstanding paragraph 25(iii) of these Minutes, the facts in Part II of these Minutes may be considered for the purposes of assessing their suitability on any future applications for a licence under the Act or otherwise with FSRA.

(a) Issuance of Orders

16. Belinska, on behalf of HFC and herself, acknowledges that, upon execution of these Minutes by both Parties, the orders attached as Schedule “A” to these Minutes (the “Orders”), will be issued pursuant to which:

i. A Compliance Order as set out in Schedule “A” to these Minutes will be issued against HFC and Belinska; and

ii. Belinska will pay an administrative penalty in the amount of \$7,500.

(b) Process for Execution of Settlement

17. Belinska, on behalf of HFC and herself, acknowledges that these Minutes are not binding on the Director until signed by the Director.

18. These Minutes may be executed in counterparts and may be executed and delivered by facsimile or e-mail, and all such counterparts and facsimiles or e-mails, as applicable, shall together constitute one and the same agreement.

19. Upon receiving an executed copy of these Minutes from FSRA, Belinska, on behalf of HFC and herself, will withdraw their Request for Hearing Forms (Form 1) before the Tribunal in respect of the NOP by completing Withdrawal/Discontinuance (Form 5) Forms and filing them with the Registrar at the Tribunal within five (5) business days.

20. Upon confirmation from the Tribunal that the Request for Hearing Forms have been withdrawn and the hearing has been cancelled, the Parties agree that the Director will issue the Orders in the form attached as Schedule “A” to these Minutes.

21. The Parties accept and understand that these Minutes and any rights within the Minutes shall enure to the Parties and to any successors or assigns of the Parties.

(c) Disclosure of Minutes and Orders

22. The Parties will keep the terms of these Minutes and the Orders confidential until the Orders are issued, except that:
 - i. The Director shall be permitted to disclose the Minutes and the Orders within FSRA; and
 - ii. The Parties shall be permitted to inform the Financial Services Tribunal.
23. If either Party does not sign these Minutes or the Director does not issue the Orders:
 - i. These Minutes, the Orders, and all related discussions and negotiations will be without prejudice to FSRA, Belinska, and HFC; and
 - ii. The Parties will each be entitled to all available proceedings, remedies, and challenges, including proceeding to a hearing of the allegations contained in the NOP. Any proceedings, remedies and challenges will not be affected by these Minutes, the Orders, or any related discussions or negotiations.
24. Upon issuance of the Orders:
 - i. Belinska, on behalf of HFC and herself, agrees that these Minutes and the Orders form part of their administrative record for the purposes of any future licensing decision or as an aggravating factor in respect of a future administrative penalty or prosecution against her or any affiliated entities;
 - ii. Belinska, on behalf of HFC and herself, acknowledges that these Minutes and the Orders are public and will be published by FSRA on its public website (or that of its successor) along with a press release that summarizes these Minutes and the Orders; and
 - iii. The Parties agree not to make representations to any member of the public or media or in a public forum that are inconsistent with these Minutes or the Orders.

(d) Further Proceedings

25. Whether or not the Orders are issued, Belinska, on behalf of HFC and herself, will not use, in any proceeding, these Minutes or the negotiation or process of approval of these Minutes as the basis for any attack on FSRA's jurisdiction, alleged bias, alleged unfairness, or any other remedies or challenges that may be available.
26. Upon issuance of the Orders:
 - i. Belinska, on behalf of HFC and herself, waives all rights to a hearing before the Tribunal regarding the NOP;

- ii. Belinska, on behalf of HFC and herself, waives all rights to a judicial review or appeal of the Orders;
- iii. The Director agrees that FSRA will not take any further proceedings against Belinska or HFC arising solely from the facts contained in Part II of these Minutes, unless facts not disclosed by Belinska and/or HFC come to the attention of FSRA that are materially different from those the facts contained in Part II of these Minutes or Belinska and/or HFC fail to comply with any term in the Orders; and
- iv. Belinska, on behalf of HFC and herself, agrees that should they fail to comply with any term in these Minutes or the Orders, FSRA is entitled to bring any proceedings available to it.

DATED _____ at _____, Ontario.

Nataly Belinska, on behalf of herself and Happy Future Centre
"I have authority to bind the company."

DATED _____ at _____, Ontario,

Name of Witness

Signature of Witness

DATED _____ at _____, Ontario,

Elissa Sinha
Director, Litigation and Enforcement

Financial Services Regulatory Authority of Ontario

By delegated authority from the Chief Executive Officer



SCHEDULE A

IN THE MATTER OF the *Insurance Act*, R.S.O. 1990, c.1.8, as amended (the “Act”), in particular sections 441, 441.2 and 441.3;

AND IN THE MATTER OF Happy Future Centre (“HFC”);

AND IN THE MATTER OF Nataly Belinska (“Belinska”).

ORDER TO IMPOSE COMPLIANCE ORDER AND IMPOSE ADMINISTRATIVE PENALTY

Belinska is the owner of HFC, an agency that provides in-home personal support services to people who have been injured as the result of a motor vehicle collision and require attendant care pursuant to the Statutory Accident Benefit Schedule. HFC and Belinska are not licensed under the Act.

On February 18, 2025, by delegated authority from the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario (the “Chief Executive Officer”), the Director, Litigation and Enforcement (the “Director”) issued a Notice of Proposal to impose a compliance order on Belinska and HFC, and impose an administrative penalty on Belinska, for engaging in an unfair or deceptive act or practice contrary to section 439 of the Act by breaching section 3(2), paragraph 1, of Ontario Regulation 7/00 (now repealed) by charging an amount in consideration for the provision of goods or services to or for the benefit persons who claimed statutory accident benefits or who otherwise claimed payment under a contract of insurance, when the goods or services are not provided.

A Request for Hearing (Form 1) dated February 24, 2025, was delivered to the Financial Services Tribunal (the “Tribunal”), in accordance with section 407.1(3) of the Act respecting the Notice of Proposal.

On [TBD], Belinska, on behalf of HFC and herself, withdrew the Request for Hearing and the Tribunal closed its file with respect to the matter. These Orders are made pursuant to a settlement entered into by Belinska, on behalf of HFC and herself, and the Director.

ORDER

For the reasons set out in the Minutes of Settlement and Undertaking, it is hereby ordered that Nataly Belinska will immediately cease the following activities for a period of three months:

- i. directly, or indirectly charging for any work performed if it is reasonable to expect that all or a portion of such charges will be directly or indirectly paid for by an insurer;
- ii. directly or indirectly holding herself or a corporation she controls out to consumers as being authorized to perform any work that will be directly or indirectly paid for by an insurer; and
- iii. directly or indirectly advertising, soliciting, or offering any services related to any work that will be directly or indirectly paid for by an insurer.

Further, for the reasons set out in the Minutes of Settlement and Undertaking, it is hereby ordered that Happy Future Centre will immediately cease the following activities for a period of six months:

- i. charging for any work performed if it is reasonable to expect that all or a portion of such charges will be directly or indirectly paid for by an insurer;
- ii. holding itself out to consumers as being authorized to perform any work that will be directly or indirectly paid for by an insurer; and
- iii. advertising, soliciting, or offering any services related to any work that will be directly or indirectly paid for by an insurer.

DATED at Toronto, Ontario,

Elissa Sinha
Director, Litigation and Enforcement
By delegated authority from the Chief Executive Officer

Si vous désirez recevoir cet avis en français, veuillez nous envoyer votre demande par courriel immédiatement à : contactcentre@fsrao.ca.

ORDER

An administrative penalty in the amount of \$7,500 is hereby imposed on Nataly Belinska for the reasons set out in the Minutes of Settlement and Undertaking.

TAKE NOTICE THAT the Financial Services Regulatory Authority of Ontario will deliver an invoice to Nataly Belinska with information as to where and how to pay the administrative penalty. Nataly Belinska must pay the administrative penalty no later than thirty (30) days after the Order is issued unless otherwise agreed on.

If Nataly Belinska fails to pay the administrative penalty in accordance with the terms of this Order, the Chief Executive Officer may file the Order with the Superior Court of Justice and the Order may be enforced as if it were an order of the court. An administrative penalty that is not paid in accordance with the terms of the order imposing the penalty is a debt due to the Crown and is enforceable as such.

DATED at Toronto, Ontario,

Elissa Sinha
Director, Litigation and Enforcement
By delegated authority from the Chief Executive Officer

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