

CAUTION: While the information contained below is public, members should take caution that inappropriate use of this information may be considered to be an act of misconduct

Surjit Singh
Registration Number: D19222
Mississauga, Ontario

HEARING DATE: January 29, 2009

MISCONDUCT: Ont. Reg. 991, ss. 14(1), 14(3), 15(1)(6) and 15(1)(7)

The Principal Broker of Surjit Singh's former employer advised RIBO that he received communication from a loss adjuster alleging that a claim occurred on a homeowner's policy purchased through Mr. Singh's former employer and that he was representing the mortgagee in Calgary, Alberta. The Principal Broker did not have a record of the insured and received the particulars from the adjuster indicating the name of the insured and the property address. The adjuster faxed a copy of the binder to the Principal Broker indicating the name of the insurance company and his brokerage as the broker of record and showed coverage for an annual period of September 14, 2007 to September 14, 2008, and it was signed by Surjit Singh. The Principal Broker responded by email to the adjuster advising that the binder was not valid and that Mr. Singh was terminated from their employment May 10, 2007, and further that the policy number on the binder is the agency code with a different insurance company than what was indicated on the binder, and that the address on the binder was not a current address of the brokerage.

The investigator contacted the adjuster confirming that this matter was submitted to RIBO's attention and requested additional information relating to the insured, the claim, evidence of payment of premium and if a client statement was available.

The adjuster responded to the investigator's questions. The insured and homeowner was in arrears of mortgagee payments and vacated the property, the claim that occurred was a significant water claim. The property was sold by the mortgagee and they were attempting to have the claim reported and the damage repaired under the insurance policy. The adjuster confirmed that the mortgage was secured on September 17, 2007. The investigator confirmed that Mr. Surjit Singh left the brokerage on May 10, 2007. The investigator provided Mr. Singh with a copy of the complaint and requested his written response.

Mr. Singh responded to the complaint advising that this policy was written and issued through another employer with the insurance company stated on the binder and was subsequently cancelled for non-payment effective December 20, 2007. Mr. Singh provided the supporting documentation for this issued policy and

cancellation. Mr. Singh said that the first binder was issued September 14, 2007, and cancelled due to the postponement of the closing. Further that this binder was cancelled via a telephone call to a lawyer's office. A second binder was sent to the lawyer on October 24, 2007 indicating the name of the insurer. Mr. Singh said that this was a mistake that happened due to an overlooked computer machine error.

The Principal Broker of Mr. Singh's former employer provided the investigator with a copy of the registered letter of termination sent to Mr. Singh dated May 9, 2007. The investigator contacted the Principal Broker, of the other employer with regards to the insurance policy documents and registered letter indicating the other employer brokerage and the insurance company. The Principal Broker confirmed that the documents were correct and a policy was issued and subsequently cancelled.

The Principal Broker advised that Mr. Surjit Singh left this other brokerage on or about January 22, 2008. The investigator requested confirmation that Mr. Singh did not write any business with this brokerage prior to September 2007. The Principal Broker provided a summary of activity of business produced between Mr. Singh's employment from May 10, 2007 and September 14, 2007. The investigator contacted Mr. Singh and asked about any premium paid with the initial contact with this client. Mr. Singh said a void cheque was provided in September 2007 and attached with the application for this other employer brokerage in October 2007. When the investigator asked about the application for coverage in order to provide a binder in September 2007, Mr. Singh said an application was not completed. Mr. Singh could not recall the lawyer that he sent the binder of coverage to.

In another instance a solicitor on behalf of a client advised RIBO that his client arranged automobile insurance with Mr. Surjit Singh of a different brokerage on July 4, 2008. That client attended the office wherein Mr. Singh conducted his insurance business in Mississauga. The client paid Mr. Singh \$810.00 in cash as a deposit and in turn received a liability certificate. The client received a copy of his automobile application effective July 4, 2008 with the time noted at 9:00 a.m. indicating an insurance company as the insurer with a notation that the down-payment of \$810.00 cash was received by Mr. Singh. Both the insured and Mr. Singh signed the application dated July 4, 2008. Later that same day, the client was involved in an accident. A copy of the police report indicated a collision about 1:02 p.m. and a third party was charged.

The description of the client's vehicle and the insurance particulars by way of a liability certificate was provided to the police officer. On July 29, 2008 the solicitor advised the investigator that his client called the insurance company and was advised they had no record of a policy in place for him. Then his client called Mr. Singh to report the accident and Mr. Singh allegedly said the paperwork was still on his desk. The insurance company denied the claim. The Principal Broker of this other employer brokerage advised RIBO of this same situation involving the client,

however the copy of the application he received for submission to the insurance company had an effective date of July 8, 2008 and a time of 12:30 p.m., and appears to be a different application than the copy of the application provided to the client. Two money orders were submitted with the application effective July 8, 2008, one for \$500.00 and the second for \$310.00 as the down-payment requirement of \$810.00. Both money orders are dated July 8, 2008.

A facility association refusal letter was also attached to this application and dated July 9, 2008 signed by the broker Mr. Singh. The Principal Broker provided RIBO with a copy of Mr. Singh's resignation dated July 21, 2008.

The investigator contacted the insurance company claims department. They advised that the insured called their company directly and as he said he was injured. A claims consultant from the insurance company confirmed that they had denied the claim.

DISCIPLINE COMMITTEE'S DISPOSITION:

The Discipline Committee noted that Surjit Singh's license was de-registered effective October 1, 2008 due to non-renewal of his license, and they find that it has jurisdiction to hear this matter as the events in question occurred during the time that Mr. Singh was registered with RIBO.

The Discipline Committee finds that there is sufficient evidence in support of the plea of guilty by Surjit Singh to the allegations contained in paragraphs 1 through to 3 under the Particulars of Complaint of the Directions and finds that Surjit Singh is guilty of misconduct as alleged therein, and ordered:

- (a) That the Certificate of Registration of Surjit Singh be and is hereby suspended for 7 months; this suspension to commence on the date, if any, that Mr. Singh's RIBO registration is re-instated.