

Consensual Agreement and Undertaking

Between

**The Complaints and Investigation Committee
of
The General Insurance Council of Saskatchewan
("the Committee")**

and

Sedgwick CMS Canada Inc. a/o/a VeriClaim Canada

And

Niva Maria Joshua

The Committee is authorized under Bylaw 7, Section 5, subsection 3, subparagraph (b), to enter into consensual resolutions of complaints.

Bylaw 5, Section 1, subsection 1 reads: "The administrator shall, in addition to the requirements for the contents of a register required by the Act and the regulations, record on the register the existence and results of all disciplinary decisions or orders, court orders, alternative dispute resolution agreements, undertakings and mediation agreements involving a licensee or a person to whom the General Insurance Council of Saskatchewan (Council) has the authority to issue a licence." Disciplinary actions as described are reported on the Insurance Councils of Saskatchewan website and the Canadian Insurance Regulators Disciplinary Actions (CIRDA) database.

Sedgwick CMS Canada Inc. a/o/a VeriClaim Canada ("Sedgwick") acknowledges and agrees that:

1. Sedgwick violated Council Bylaws when:
 - A. Contrary to Bylaw 8, Section 2 (d) it failed to exercise due diligence, resulting in material mis-statements in applications for licence or reports to continue a licence;
 - i. When it failed to disclose on the 2015 Annual Reporting form ("ARF") that Sedgwick was under investigation by the Alberta Insurance Council ("AIC").

- ii. When on December 24, 2014, it declared all statements and answers on the 2015 ARF were true and correct.
 - iii. When it failed to disclose on the 2016 ARF that Sedgwick had been sanctioned by the AIC as a result of their investigation into the compensation of an unlicensed adjuster by the firm.
 - iv. When on December 17, 2015, it declared all statements and answers on the 2016 ARF were true and correct.
 - v. When it failed to disclose on the 2017 ARF that Sedgwick had again been sanctioned by the AIC as a result of their investigation into the compensation of an unlicensed adjuster by the firm.
 - vi. When on December 9, 2016, it declared all statements and answers on the 2017 ARF were true and correct.
- B. Contrary to Bylaw 8, Section 2 (g) a licensee may be guilty of misconduct if the licensee: violates any provisions of the Act, the Regulations or the Bylaws;
- i. As per Bylaw 2, Section 1, subsection (4)(c)(ii) it failed to notify Council within 30 days of the commencement of any professional, occupational, or regulatory body proceedings involving the licensee.
 - When it failed to provide notice to Council within 30 days after notification to Sedgwick of the AIC proceedings on July 13, 2015.
 - When it failed to provide notice to Council within 30 days after notification to Sedgwick of the AIC proceedings on May 5, 2016.

Niva Maria Joshua (“Mrs. Joshua”) acknowledges and agrees that:

2. She violated Council Bylaws when:
 - A. Contrary to Bylaw 8, Section 2, subsection (r) she:
 - i. Failed to exercise reasonable and prudent oversight when acting in a supervisory capacity.

Sedgwick and Mrs. Joshua acknowledge and agree that:

3. Sedgwick and Mrs. Joshua’s rights to appear before a Discipline Committee of Council have been explained to them and they fully understand their rights and/or obligations under Council Bylaw 10;

4. They waive their rights to appear before a Discipline Committee and undertake not to exercise any appeal rights they may have under Council Bylaw 10, Section 3 of The Act, as it relates to matters set out in this Consensual Agreement and Undertaking (Agreement).
5. This Agreement does not preclude Council from pursuing any future investigation against Sedgwick and/or Mrs. Joshua for future activities not identified in this Agreement that may be in violation of Council Bylaws or the Act.
6. Sedgwick and Mrs. Joshua have been advised by the Committee that it is in their interests to obtain independent legal advice before entering into this Agreement. They have either:
 - a. obtained such independent legal advice and are satisfied with the same, prior to executing this Agreement: or
 - b. willingly chosen not to obtain such advice prior to executing this Agreement.
7. Sedgwick and Mrs. Joshua hereby affirm that they have read and understood the terms of this Agreement, and they are signing it voluntarily and of their own free will.

Sedgwick, having waived its rights, undertakes to:

1. Pay a fine in the amount of \$1,250.00

Mrs. Joshua, having waived her rights, undertakes to:

1. Pay a fine in the amount of \$250.00

Sedgwick and Mrs. Joshua, jointly or severally agree to:

1. Reimburse Council's investigation costs in the amount of \$880.00
2. Pay all fines and investigative costs within 30 days of receipt of this Agreement.

The Committee's Agreement:

1. The Committee agrees to accept from Sedgwick and Mrs. Joshua the payment of \$2,380.00 as full and final resolution of the violations of Council's Bylaws as outlined in this Agreement; and

2. The Committee further agrees to take no further action against Sedgwick and Mrs. Joshua for the acknowledged violations of Council's Bylaws that are set out in this Agreement.

Dated at Mississauga in the Province of Ontario, this 23rd day of March, 2017.

Originally Signed by

Niva Maria Joshua for Sedgwick CMS Canada Inc. a/o/a VeriClaim Canada

Dated at Mississauga in the Province of Ontario, this 23rd day of March, 2017.

Originally Signed by

Niva Maria Joshua

Dated at Saskatoon, in the Province of Saskatchewan, this 31st day of March, 2017.

Originally Signed by

**Lauren Major, Co-Chair, Complaints and Investigation Committee
General Insurance Council of Saskatchewan**

Dated at Regina, in the Province of Saskatchewan, this 30th day of March, 2017.

Originally Signed by

**Anne Parker, Co-Chair, Complaints and Investigation Committee
General Insurance Council of Saskatchewan**