



## CONSENSUAL AGREEMENT AND UNDERTAKING

("Agreement")

Between

### THE MARKET PRACTICES COMMITTEE

("Committee")

of

### THE GENERAL INSURANCE COUNCIL OF SASKATCHEWAN

("Council")

And

### JAIME-LYNN LIGHT

("Light")

### Designated Representative

for

### 619658 Saskatchewan Ltd. o/a McPhail Travel (Moosomin) a/o/a McPhail Travel & Boutique

("McPhail")

Light acknowledges and agrees that she received the Notice regarding a Proposed Action pursuant to Section 10-11 of *The Insurance Act* (the "Act"), and the reasons therefor, from Council, dated January 18, 2022.

**Light as Designated Representative ("DR") acknowledges and agrees that she is guilty of misconduct by violating the following Sections of the Act and Council Bylaws:**

Light allowed McPhail to operate under a business name, McPhail Travel (Moosomin) that was not registered with the Information Services Corporation ("ISC") from January 31, 2020 to September 1, 2021 (579 days) which is a breach of Bylaw 7-4 which states:

#### **Bylaw 7-4 Licensing requirements – Agency or Restricted Insurance Agent**

- (1) GICS hereby establishes in Table 7-4-1 the licensing requirements for the licensing of an agency or Restricted Insurance Agent.



# Consensual Agreement and Undertaking

Jaime-Lynn Light, Designated Representative

619658 Saskatchewan Ltd.

o/a McPhail Travel (Moosomin)

a/o/a McPhail Travel & Boutique

---

## **Table 7-4-1 Licensing Requirements – Agency or Restricted Insurance Agent**

1) An agency must:

- a) provide evidence that the agency is registered with the Corporate Registry of the Information Services Corporation; and
- b) maintain that registration for as long as they hold an active licence.

Light also allowed McPhail to operate under a second business name, McPhail Travel & Boutique that was not registered with the ISC until August 27, 2021 and was not licensed with Council until October 20, 2021 which is a breach of Bylaw 4-1(1)(c).

### **Bylaw 4-1 Professional misconduct**

(1) For the purposes of the Act, the regulations and these bylaws, professional misconduct is a question of fact but includes any matter, conduct or thing, whether or not disgraceful or dishonorable that:

*(c) is a breach of the Act, the regulations or these bylaws.*

*Section 5-4(1) of the Act states that:*

Section: 5-4(1) No business shall act or offer to act as an insurance agent with respect to a class of insurance unless the business holds a valid insurance agent's licence for that class of insurance.

### **Light as DR acknowledges and agrees that:**

- a. Her right to make a written submission to, or appear before the Committee at an oral hearing, as to why this action should not be taken, has been explained to her and that she fully understands her rights and/or obligations.
- b. She waives her right to make a written submission to the Committee or to appear before the Committee at an oral hearing and chooses to resolve this matter by way of this Agreement and accordingly waives any right of appeal with respect to this action.
- c. This Agreement does not preclude Council from pursuing any other investigation and/or sanctions against her for activities not identified in this Agreement that may be in violation of the Act, *The Insurance Regulations* ("the regulations") or Council Bylaws.
- d. She has been advised that it is in her best interest to obtain independent legal advice before entering into this Agreement, and she has either:
  - i. obtained such independent legal advice prior to executing this Agreement; or,



# Consensual Agreement and Undertaking

Jaime-Lynn Light, Designated Representative  
619658 Saskatchewan Ltd.  
o/a McPhail Travel (Moosomin)  
a/o/a McPhail Travel & Boutique

- ii. has willingly chosen not to obtain such advice prior to executing this Agreement.
- e. She hereby affirms that she has read and understands the terms of this Agreement and is signing it voluntarily and of her own free will.

**Light as DR having waived her rights, accepts and undertakes to fulfill the sanctions imposed by the Committee as follows:**

- a. Pay a penalty in the amount of \$500.00.
- b. Pay the costs of investigation in the amount of 5 hours x \$110 = \$550.00; and
- c. Pay the total fine of \$1050.00 within 30 days from the date of service of this Agreement.

**The Committee’s Agreement:**

Upon fulfillment of the sanctions imposed, the Committee agrees this to be the full and final resolution of the violations of Council’s Bylaws by Light as outlined in this Consensual Agreement and Undertaking

*Originally signed by:*

*January 28, 2022*

\_\_\_\_\_  
**Jaime-Lynn Light, DR**  
**619658 Saskatchewan Ltd.**  
**o/a McPhail Travel (Moosomin)**  
**a/o/a McPhail Travel & Boutique**

\_\_\_\_\_  
**Date**

*Originally signed by:*

*March 9, 2022*

\_\_\_\_\_  
**THE MARKET PRACTICES COMMITTEE**  
**General Insurance Council of Saskatchewan**

\_\_\_\_\_  
**Date**

**Penalties affecting insurance intermediary’s licence**



## Consensual Agreement and Undertaking

Jaime-Lynn Light, Designated Representative

619658 Saskatchewan Ltd.

o/a McPhail Travel (Moosomin)

a/o/a McPhail Travel & Boutique

---

### **5-39(3)**

If a penalty imposed against a holder of an insurance intermediary's licence pursuant to subsection (2) is not paid within 30 days after the holder is served with the written notice of the penalty and the decision of the Superintendent is not appealed, the licence is automatically suspended immediately following the last date for paying the penalty or appealing the decision, whichever is later, and remains suspended until the penalty is paid or the licence expires.