

In the Matter of the

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

and the

INSURANCE COUNCIL OF BRITISH COLUMBIA
(“Council”)

and

LUNG HWA (ANDY) TAN
(the “Licensee”)

ORDER

As Council made an intended decision on April 29, 2025, pursuant to sections 231, 236, and 241.1 of the Act; and

As Council, in accordance with section 237 of the Act, provided the Licensee with written reasons and notice of the intended decision dated July 2, 2025; and

As the Licensee has not requested a hearing of Council’s intended decision within the time period provided by the Act;

Under authority of sections 231, 236, and 241.1 of the Act, Council orders that:

- 1) The Licensee is fined \$5,000, to be paid by October 14, 2025;
- 2) The Licensee is required to complete the following courses, or equivalent courses, as acceptable to Council, by October 14, 2025:
 - a. The Council Rules Course for General Insurance Agents, Salespersons and Adjusters, available through Council, and
 - b. The Ethics and the Insurance Professional Course, available through the Insurance Institute of Canada
(collectively, the “Courses”);
- 3) The Licensee is assessed Council’s investigation costs in the amount of \$3,562.50 to be paid by October 14, 2025;

- 4) A condition is imposed on the Licensee's general insurance licence that failure to complete the Courses and pay the fine and investigation costs by their deadlines will result in the automatic suspension of the Licensee's licence, and the Licensee will not be permitted to complete the Licensee's 2027 annual licence renewal until such time as the Licensee has completed the Courses and paid the fine and investigation costs in full; and
- 5) A condition is imposed on the Licensee's general insurance licence that Council will not consider any application from the Licensee for a level 3 general insurance agent licence until the Licensee has completed the Courses and paid the fine and investigation costs.

This order takes effect on the **16th day of July, 2025.**



Per Janet Sinclair, Executive Director
Insurance Council of British Columbia

INTENDED DECISION

of the

INSURANCE COUNCIL OF BRITISH COLUMBIA
(“Council”)

respecting

LUNG HWA (ANDY) TAN
(the “Licensee”)

1. Pursuant to section 232 of British Columbia’s *Financial Institutions Act* (the “Act”), Council conducted an investigation to determine whether the Licensee acted in compliance with the requirements of the Act, Council Rules and Council’s Code of Conduct in connection with allegations raised in a complaint that the Licensee: had directed insurance clients to issue payments to his own (unlicensed) company, and had processed the payments on his company’s credit card; had taken confidential client information from his former insurance agency; and had discredited a former colleague to insurance clients.
2. As part of Council’s investigation, on December 16, 2024, a Review Committee (the “Committee”) met by videoconference with the Licensee and his lawyer to discuss this matter. Prior to the meeting, a copy of an investigation report prepared by Council staff was provided to the Licensee. At the outset of the meeting, the Licensee’s lawyer summarized the Licensee’s version of events and provided submissions on the Licensee’s behalf regarding the issues raised in the investigation report. After that, the Licensee spoke and answered questions put to him by the Committee.
3. By email dated December 19, 2024, the Licensee’s lawyer provided two forms that had been executed by insurance clients in 2022, which, according to the Licensee’s lawyer, authorized the Licensee to deal with those clients’ personal or insurance information. The Licensee’s lawyer also provided further submissions regarding an insurance agent’s right to take a list of insurance clients and their contact information when moving between insurance agencies.
4. On December 20, 2024, the Committee met to consider the additional evidence and submissions provided on behalf of the Licensee and to deliberate on this matter and on its recommendations to Council.
5. The Committee’s report, along with the aforementioned investigation report and documentary evidence, were reviewed by Council at its meeting on April 29, 2025, where it was determined that the matter should be disposed of in the manner set out below.

PROCESS

6. Pursuant to section 237 of the Act, Council must provide written notice to the Licensee of the action it intends to take under sections 231, 236 and 241.1 of the Act before taking such action. The Licensee may then accept Council's decision or request a formal hearing. This intended decision operates as written notice of the action which Council intends to take against the Licensee.

FACTS

The Complaint

7. On March 7, 2022, Council received a complaint regarding the Licensee by D.B., Director of Sales and Operations at an insurance agency (the "Former Agency") at which the Licensee had worked as a level 2 general insurance agent before moving to another insurance agency (the "New Agency"). In the complaint, D.B. made the allegations outlined in paragraph 1 above.
8. On March 18, 2022, D.B. sent further correspondence to Council in which D.B. alleged that the Licensee took confidential information from the Former Agency and contacted its insurance clients to renew their policies with the New Agency. It was also alleged that the Licensee inappropriately contacted an Insurance Corporation of British Columbia ("ICBC") client through social media to process their ICBC transaction, and that the ICBC client blocked the Licensee on the social media platform and reported the incident to the Former Agency.
9. Documentary evidence provided by D.B. tended to demonstrate that the Licensee had forwarded client information to his personal email address, contacted an ICBC client via social media to renew their insurance, completed agency payment transactions for clients through his private business credit card and personal email, and made personal comments to an insurance client about a former colleague at the Former Agency, including that the former colleague was "double dipping on our clients".
10. The Licensee has stated that the insurance clients involved have moved with him for several years to various insurance agencies. It is also his evidence that his practices for taking payments and dealing with the personal and confidential information of insurance clients were not different from the practices of others at the Former Agency at the material times.
11. According to the Former Agency, the Former Agency and the Licensee ended their working relationship on or about January 4, 2022.
12. There was apparently no signed contract between the Former Agency and the Licensee, and the Licensee worked as a "producer" at the Former Agency at the material times. That is, he worked as an independent contractor and not as an employee of the Former Agency.

ICBC Investigation of the Licensee

13. ICBC conducted its own investigation in relation to certain aspects of the Licensee's actions with regard to the personal information of ICBC insurance clients.
14. On February 9, 2022, the Manager of Broker Accounts at ICBC, and a Broker Account Representative at ICBC conducted a virtual interview with the Licensee. The written notes of ICBC from that interview, which were provided to Council, represent the Licensee as saying the following:
 - He had never been told by the leadership at the Former Agency that customer information could not be taken.
 - He had never signed a non-compete document and had moved clients from the Former Agency when he left in 2016. The same verbal agreement was in place when he rejoined the Former Agency in 2018.
 - He had long-term clients that were 100% referral-based.
 - Production lists or renewal lists were provided by the Former Agency every month through Autolink.
 - He had sent the Autolink client lists to his Gmail account and had created a mail merge to compile a client list.
 - He had stored client list information in Google Excel.
 - He had saved the Google Excel document in Gmail Cloud.
 - The information in the Google Excel document included client names, emails and expiry dates but did not contain policy or driver's license information.
 - He had not contacted Former Agency clients after January 2022.
 - He had received express consent from clients to contact them if he no longer worked at the Former Agency.
 - He told customers that his previous assistant was no longer working for him as some customers were under the impressions the former assistant was still working for the Licensee.
 - He had understood that when changing agencies he should not solicit clients of the Former Agency who were not his clients.
 - He had understood personal information needs to be stored safely and securely, and if not, it had to be destroyed.
 - He had understood the ICBC and British Columbia *Freedom of Information and Protection of Privacy Act* ("FIPPA") requirements for email domains when sending customers' personal and banking information. He understood that the information must be in a company email format and that he should not use a public service or personal email.
15. On February 15, 2022, the Manager of Broker Accounts at ICBC emailed the Licensee following their discussion. The email referred to ICBC Autoplan procedures and the requirements of FIPPA, which applies to ICBC as a public body. They stated that if an individual leaves an insurance agency to work independently or for another insurance agency, they are not permitted to take personal information with them for any purpose, including for soliciting business. The Manager of Broker Accounts at ICBC

also stated that the Licensee did not have the authority to contact customers about their Autoplan renewals if the Licensee was using personal information collected through another insurance agency.

16. On March 16, 2022, and March 18, 2022, an ICBC Broker Inside Sales Representative, was contacted by D.B. (of the Former Agency) regarding an alleged contact that the Licensee had made with an ICBC client through Facebook Messenger.
17. On April 13, 2022, the Licensee attended a second interview with ICBC.
18. On May 4, 2022, the Licensee was suspended by ICBC for 90 days and was required to take training (Information Security and Privacy for Brokers 2022). The Licensee was also sent an email reminder that ICBC clients “don’t belong to anyone”.
19. On May 6, 2022, the nominee of the New Agency received a Letter of Expectation from ICBC regarding the privacy breach of client information. The letter stated that the Licensee solicited the business of Autoplan customers contrary to ICBC Autoplan procedures.
20. On August 14, 2023, D.B. provided Council’s Investigator with an “ICBC Customer Privacy and Data Security Checklist” signed by the Licensee on January 21, 2017. That ICBC document advised persons with access to customer information:
 - Not to store unencrypted customer information (such as data download information, screenshots, spreadsheets, POS data, etc.) on any office computer or server, as they could be stolen.
 - To ensure awareness of ICBC policies and procedures for safe and secure handling of personal customer information (Autoplan Manual, Vol. 1 sec 1.1 Agents Office).
 - Not to store any customer data (such as data download information, screenshots, spreadsheets, POS data, and so on) on laptops.
 - To have awareness of ICBC policies and procedures for safely and securely handling personal customer information (Autoplan Manual, Vol. 1 sec. 1.1 Agents Office).

Council’s Investigation

21. On March 22, 2022, Council contacted the nominee of the New Agency, to advise that Council had received a complaint from the Former Agency regarding the Licensee.
22. On March 31, 2022, the nominee of the New Agency advised Council as follows:
 - Clients moved with the Licensee through various agencies where the Licensee worked, including at the Former Agency. Over the previous three years, the Licensee had also acquired new clients who were served through the New Agency.
 - It is the New Agency’s policy to not allow the use of personal credit cards to pay client premiums as they think that the Canada Revenue Agency (“CRA”) could construe the

points earned by the credit card holder to be a financial benefit that might violate CRA rules.

23. The nominee of the New Agency also provided a letter from the Licensee dated March 29, 2022. In the letter, the Licensee suggested that the insurance clients who had moved with him to various insurance agencies were in reality his clients.
24. The Licensee admitted to making inappropriate comments out of anger and frustration about a former colleague and licensee, K.S.
25. On May 6, 2022, the nominee of the New Agency provided Council's Investigator with a suspension letter for the Licensee issued by ICBC, dated May 4, 2022.
26. On August 18, 2022, ICBC, through its legal counsel, advised Council's Investigator that the ICBC investigation was limited to the Licensee's unsolicited contact via text and Facebook messenger.
27. In August 2022, D.B. provided Council with details about the Licensee's contacting of insurance clients by Facebook. D.B. also provided copies of various business spreadsheets and emails that the Licensee had sent to his personal email account. D.B. alleged that the information the Licensee had forwarded to his personal email account included confidential information about the Former Agency, and that the Former Agency only became aware of this practice when the Licensee's working relationship at the Former Agency had ended.
28. On August 16, 2023, the Licensee was interviewed by Council's Investigator. In the interview, the Licensee:
 - Stated that the Licensee's current clients at the New Agency were clients he had serviced for many years, and that the Licensee had kept an Excel spreadsheet that contained his client list.
 - The Licensee indicated that the Former Agency had been aware of his practices in dealing with client information, and that the Former Agency itself had sent work emails to the Licensee's personal email account.
 - The Licensee stated that his practice of taking payments from insurance clients at the Former Agency was similar to the practices of others at the Former Agency at that time. The Licensee alleged that the nominee of the Former Agency had processed fleet transactions on his own credit card.
 - The Licensee admitted to discrediting his former colleague.
29. On January 25, 2024, M.K.M., who was formerly employed at the Former Agency and who is currently a Personal Lines Manager at the New Agency, was interviewed by Council's Investigator. According to M.K.M, while at the Former Agency, she was paid a combination of commission and salary. She confirmed having her own book of business and also servicing Former Agency clients. She used her cell phone in connection with her work at the Former Agency. The Former Agency supplied her with a laptop and other equipment. She stated that she had not stored client information on her cell phone

since leaving her Former Agency employment. M.K.M. stated that all e-transfer payments were dealt with using Former Agency email addresses and they were processed by the accounting department. She also said that she did not use her credit card to process client payments.

30. On January 26, 2024, R.D., who was formerly employed at the Former Agency and is currently a Branch Manager at the New Agency, was interviewed by Council's Investigator. While at the Former Agency, R.D. was paid a combination of commission and salary. He confirmed that he currently has a small book of business and serviced a book when employed at the Former Agency. R.D. used his cell phone in connection with his work at the Former Agency. He worked at the Former Agency office during the pandemic. R.D. stated that all e-transfer payments were dealt with using Former Agency email addresses and they were processed by the accounting department. He also said that he did not use his credit card to process client payments.

The Review Committee Meeting of December 16, 2024

31. At the outset of the Committee's meeting with the Licensee and his lawyer on December 16, 2024, the Licensee's lawyer stated the following on behalf of the Licensee:
- the Licensee had not breached any contractual obligations that he owed to the Former Agency;
 - the insurance clients who were served by the Licensee at the Former Agency were not owned by the Licensee or the Former Agency;
 - the Licensee had no written contract with the Former Agency, and when he was about to leave the Former Agency, the Licensee discussed his departure with the Former Agency;
 - there is no regulatory framework for the use of credit cards, and the Former Agency did not have a policy at that time that prohibited the Licensee from making transactions with his own credit card;
 - the nominee of the Former Agency had used his own credit card for fleet deals and had told everyone that he had obtained a lot of credit card "points"; and
 - the comments that the Licensee made about the former colleague, K.S., were an isolated incident and relatively benign, and had arisen from the former colleague misrepresenting his working relationship with the Licensee to insurance clients.
32. With respect to the personal comments that the Licensee then made about his former colleague, the Licensee said that he could have conducted himself better, but he explained that he had made the comments in the context of informing insurance clients of misleading information that the former colleague had provided to them.
33. The Licensee stated that his insurance clients knew that he was using his own credit card for the transactions where the use of his credit card had raised controversy.
34. With respect to the client information reflected on an Excel spreadsheet that the Licensee had stored on his personal device, the Licensee stated that it was a list for tracking his own clients.

35. When the Licensee was questioned about the co-mingling of his personal monies with the Former Agency's monies as a result of the insurance client transactions that he had conducted with his own credit card and by e-transfer to his personal accounts, the Licensee admitted to the co-mingling but stated that he had not derived any personal benefit. The Licensee's lawyer also added that the Licensee had stopped all such practices.
36. When the Licensee was asked whether he had read Council's decision in [Verbeke](#) (2018), which had been referenced in the email from the Manager of Broker Accounts at ICBC to the Licensee on February 15, 2022, the Licensee said that he had. This prior decision of Council is discussed below.
37. The Licensee was asked to provide any written consent that he had obtained from the relevant insurance clients for the transfer of their personal information from the Former Agency, before the Licensee had effected such transfer of personal information.

Email from the lawyer for the Licensee of December 19, 2024

38. By email dated December 19, 2024, the lawyer for the Licensee provided two forms that had been executed by insurance clients in 2022, which according to him, authorized the Licensee to deal with those clients' personal or insurance information. These appear to be the only written consent that the Licensee obtained for the transfer of the personal information of insurance clients from the Former Agency to the New Agency (apart from the "Letters of Brokerage" that were executed when insurance clients engaged the New Agency as their new insurance agency).
39. In the email, the lawyer for the Licensee also made the following submission regarding Council's Notice ICN 17-004 *Reminder of Licensee Responsibilities Related to Disclosure or Transfer of Client Information* (the "Notice"):
 - Given the definition of "personal information" in British Columbia's *Personal Information Protection Act* ("PIPA"), the Notice must be intended to ensure that an agent does not take sensitive insurance information with them if they depart the agency, but it does not prevent an agent from taking a list of clients and their contact information because that information is expressly excluded from the definition of "personal information" in PIPA. That interpretation of the Notice is also consistent with authority from the BC Court of Appeal that confirms that clients have a right to know if their advisors change brokerages given the important role an advisor plays in guiding a client.
 - The Licensee was free to take a list of his clients and their contact information given the definition of "personal information" in PIPA and the decisions of the BC Court of Appeal emphasizing that the interests of clients are more important than those of an agency. The Licensee obtained client consent before obtaining the "client's personal information" – being information about the client's policies, etc., and he had already obtained the Former Agency's consent to the transfer of that information at the beginning and end of his relationship with the Former Agency, given the Former Agency's promise that he could

take his book of business with him upon his departure (and, in any event, it is the client's authorization that should govern – an agency should not be permitted to frustrate client interests by withholding their consent to the transfer of client personal information despite client authorization).

ANALYSIS

Inappropriate Payment Collection

40. Although there was no evidence of dishonesty on the part of the Licensee, the co-mingling of his personal monies with the Former Agency's monies was inappropriate. The Licensee's own company, through which some or all of the transactions were apparently placed, was at all material times unlicensed by Council and unauthorized to engage in insurance business activities. The Licensee's placement of transactions through its accounts or accounts in his personal name was in breach of section 8 of the Code of Conduct, as the relevant insurers did not know about or approve the Licensee's co-mingling of the monies. Furthermore, the Licensee's conduct was also in breach of section 5 of the Code of Conduct, as an insurance agent should never co-mingle his personal monies with monies from transactions with insurance clients.

PRECEDENTS

41. Prior to making its determination, Council took into consideration the following decisions of Council that were instructive in terms of providing a range of sanctions for similar types of misconduct.
42. In [Bartolome \(2024\)](#), a licensee dealt with a customer who did not have enough credit on her credit card to pay for a travel insurance policy in circumstances where the licensee's agency only accepted credit card payments and not cash payments. The licensee used her friend's credit card to purchase the policy for the customer based on an agreement that the customer would re-imburse the licensee by Interac e-Transfer. Council concluded that the co-mingling of client premium monies into the licensee's personal funds and using a friend's credit card to pay for the complainant's insurance product was not in line with the usual practice of the business of insurance. Council ordered that the licensee be supervised for a period of 12 months of active licensing; that the licensee take the Council Rules Course and the Advocis course *Making Choices I: Ethics and Professional Responsibilities in Practice*; and that the licensee pay investigation costs of \$1,131.25.
43. In [Sun \(2018\)](#), a licensee was terminated by the agency she worked for when she was found to have misappropriated approximately \$8,000 in premiums. The licensee admitted to taking the funds and stated that she had needed the money to pay for a relative's medical expenses and that she had intended to repay the money. She did repay the agency within two weeks of the funds being found missing. Council took the licensee's repayment and co-operation into consideration as mitigating factors but found that a lengthy disqualification period was necessary to "send a clear message to the industry and to reinforce to the public that Council will not tolerate this type of conduct under any

circumstances.” Council ordered that her licence be cancelled, with no opportunity to re-apply for three years, and assessed investigation costs of \$1,000 against the licensee.

Clients’ Personal Information

44. The records containing client information that the Licensee retained after he left the Former Agency contained personal information of the insurance clients, including individual clients’ non-business phone numbers, non-business email addresses and other personal information within the meaning of PIPA. Therefore, Council specifically disagrees with the suggestion that the client information only consisted of “contact information” within the meaning of PIPA.
45. With respect to the vast majority of those individual clients, there is no evidence that the Licensee obtained express consent from the clients in connection with the transfer of their personal information from the Former Agency to the New Agency or for his retention of their personal information on his personal device and personal account.
46. The Licensee’s lawyer referenced the case of [RBC Dominion Securities Inc. v. Merrill Lynch Canada Inc. et al, 2007 BCCA 22](#), in which it was held by the BC Court of Appeal that a stock brokerage should not prevent a departing investment advisor from advising clients (to whom they have provided services to) of their departure or soliciting their business at a new brokerage. Based on this authority and argument by the Licensee’s lawyer that the Licensee only took contact information with him from the Former Agency, it was asserted by the Licensee’s lawyer that the Licensee had complied with the guidance provided in the Notice (the contents of which are discussed below).
47. Council disagrees. For clarity, Council does not disagree with the submission that, in the [RBC](#) case, the Court of Appeal emphasized that the interests of clients are more important than those of a brokerage. However, what Council is troubled by in the current case is the Licensee’s failure to obtain express consent from insurance clients before he transferred their personal information from the Former Agency to the New Agency.
48. In [Assadi \(2021\)](#), a licensee (Level 2 general insurance agent) used his personal USB drive to save some confidential documents of his former agency together with his own documents. The licensee said that he did so only to back up his work and not for any other purpose. Council accepted the licensee’s explanations but was troubled by the licensee’s handling of client information on his personal device without reasonable safeguards to protect the client information, as well as by the co-mingling of the client information with his own personal information. Council ordered that the licensee complete the *Privacy Compliance – How to Protect Your Brokerage, Part 1 and Part 2* courses through the Insurance Brokers Association of British Columbia (“IBABC”), as well as the Council Rules Course. The licensee was fined \$2,000 and assessed investigation costs in the amount of \$2,125.
49. In [Verbeke \(2018\)](#), a licensee (Level 2 general insurance agent) took clients’ information on a spreadsheet when he left an agency. The licensee’s position was that the clients were his and that he had a right to the information. He also claimed to have the clients’ verbal consent. Council accepted that the licensee genuinely believed that the clients were his own, but he had not obtained express

consent from the clients to keep the client information. Council ordered that the licensee take the Privacy Course and Council Rules Course through the IBABC. In addition, the licensee was fined \$2,500 and was assessed investigation costs of \$2,037.50.

50. [Council Notice ICN 17-004 Reminder of Licensee Responsibilities Related to Disclosure or Transfer of Client Information](#) (the “Notice”) was referenced in Council’s decision in *Verbeke*. The following was stated in the Notice:

Since it is a general insurance agency, and not a Level 2 or Level 3 general insurance agent representing the agency, that is the agent of record on a client’s general insurance policy, the agency ultimately holds responsibility for the proper handling of the client’s information.

As such, if a Level 2 or Level 3 general insurance agent leaves one agency to represent another, the Level 2 or Level 3 general insurance agent must not have client information, including records or documentation, in his or her possession, and must also not disclose or transfer client information from the former agency to the new agency without the consent of both agencies and the express authority from the client(s) to do so.

As it is Council’s understanding that the letter of brokerage process is intended to authorize an insurance company to change the agent of record on a client’s insurance policy, Council does not believe this process should be relied upon to obtain a client’s express authority for the disclosure or transfer of the client’s information between Licensees.

51. In [Fredell \(2016\)](#), a licensee (Level 2 general insurance agent) represented his former agency for 15 years and had a contractual right to transition his clients from the former agency to a new agency. During the transition, the licensee emailed client information to his personal email account and saved information on his personal computer. For 18 clients, the licensee transferred their information to the new agency without obtaining letters of brokerage. Council determined that the licensee’s compilation, retention and storage of confidential client information on his personal computer and then, subsequently, at the new agency, without knowledge and consent of the clients, was contrary to the usual practice of the business of insurance. Council ordered the licensee to take the Privacy Course and Council Rules Course through the IBABC. In addition, the licensee was fined \$2,500 and assessed investigation costs of \$875.
52. In [Subin \(2016\)](#), a licensee was found with a flash drive of confidential information relating to 136 customers he had serviced through his former agency. The licensee did not have consent from his former agency or customers. Council determined that the licensee’s failure to consider the need for the customers’ consent was inappropriate, and that the licensee’s actions were aggravated by the fact that the information was kept on an unsecured memory stick and then subsequently left unsecured at

the licensee's new agency, where it was discovered and copied. Council ordered that without express knowledge and consent of the nominee of any insurance agency, the licensee must not remove from the agency's offices any information about the agency's clients. In addition, the licensee was fined \$2,500 and was assessed investigation costs of \$1,000.

53. In the current case, the Licensee's failure to obtain the express consent of insurance clients to retain and transfer their personal information to the New Agency was similar in nature to the failure and breaches in the [Verbeke](#) case. In this regard, the Licensee breached his professional obligations under Council Rule 7(1).

Discrediting of Other Licensee

54. In [Crowe \(2020\)](#), a licensee and agency purchased domain names referring to a competitor and made them redirect to the agency's website. Prior discipline history of two instances of distributing improper or misleading marketing materials resulted in consideration of progressive discipline. Council issued an Intended Decision in which it determined that the licensee and the agency had, among other things, failed to adhere to the requirements of section 9 of the Code of Conduct regarding the usual practice of dealing with other licensees. The licensee and the agency did not dispute the facts or findings in the Intended Decision, but they requested a hearing to challenge the fine against the Agency, in the amount of \$20,000, provided in the Intended Decision. After the hearing, Council imposed a fine in the amount of \$10,000 against the licensee and a fine in the amount of \$20,000 against the Agency. Furthermore, costs were jointly and severally assessed against the licensee and the agency in the amount of \$3,402.50.
55. In [Cosgrove \(2012\)](#), a licensee created and sent materials to a potential client in which the licensee provided a comparison between a product offered by the licensee and a similar product offered by a competitor. Council found the materials created and distributed by the licensee to be problematic in that they contained information which discredited the competitor, and that the licensee had intentionally included remarks in the materials to undermine the competitor. Council imposed a condition on the licensee's licence to require that before using or distributing marketing materials to the public, the licensee be required to have the materials reviewed and approved, in writing, by the insurer whose products were to be marketed. Additionally, Council issued a reprimand to the licensee and assessed investigation costs of \$821.25 against the licensee.
56. In the current case, Council accepts that the personal comments that the Licensee made about his former colleague at the Former Agency appear to have been an isolated incident. Nevertheless, the personal comments that the Licensee made about the former colleague were not innocent and were clearly calculated to discredit the former colleague, particularly when the Licensee stated that the former colleague was "double dipping on our clients", which implied that the former colleague might be an untrustworthy person. In the circumstances, the personal comments made by the Licensee about the former colleague were clearly inappropriate and in breach of the Licensee's professional obligations under section 9 of Council's Code of Conduct.

57. Council considered relevant mitigating and aggravating factors in this matter. The mitigating factors were that the Licensee was co-operative in the investigation and there was no evidence of actual harm to any insurance clients. Council deemed it an aggravating factor that the Licensee was an experienced insurance agent at the times of misconduct, and that he should have been knowledgeable of the proper handling of client transactions and client personal information. Another aggravating factor was that the Licensee's inappropriate handling of personal information related to many different individuals.
58. After weighing all of the relevant considerations, Council made the intended decision set out below.

INTENDED DECISION

59. Pursuant to sections 231, 236 and 241.1. of the Act, Council made an intended decision that:
- a. The Licensee be fined \$5,000, to be paid within 90 days of the date of Council's order;
 - b. The Licensee be required to complete the following courses, or equivalent courses as acceptable to Council, within 90 days of Council's order:
 - i. The Council Rules Course for General Insurance Agents, Salespersons and Adjusters, available through Council, and
 - ii. The Ethics and the Insurance Professional Course, available through the Insurance Institute of Canada (collectively, the "Courses");
 - c. The Licensee be assessed Council's investigation costs in the amount of \$3,562.50, to be paid within 90 days of the date of Council's order;
 - d. A condition be imposed on the Licensee's general insurance licence that failure to complete the Courses and pay the fine and investigation costs by their deadlines will result in the automatic suspension of the Licensee's licence, and the Licensee will not be permitted to complete the Licensee's 2027 annual licence renewal until such time as the Licensee has completed the Courses and paid the fine and investigation costs in full; and
 - e. A condition be imposed on the Licensee's general insurance licence that Council will not consider any application from the Licensee for a level 3 general insurance agent licence until the Licensee has completed the Courses and paid the fine and investigation costs.

60. Subject to the right of the Licensee 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 FINES/COSTS

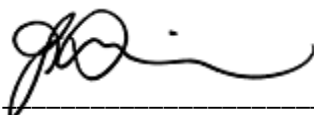
61. Council may take action or seek legal remedies against the Former Licensee to collect outstanding fines and/or costs, should these not be paid by the 90 day deadline.

RIGHT TO A HEARING

62. If the Licensee wishes to dispute Council's findings or intended decision, the Licensee may have legal representation and present a case at a hearing before Council. Pursuant to section 237(3) of the Act, to require Council to hold a hearing, the Licensee **must give notice to Council by delivering to its office written notice of such intention within 14 days of receiving this intended decision.** A hearing will then be scheduled for a date within a reasonable period of time from the date of receipt of the notice. Please direct written notice to the attention of the Executive Director. **If the Licensee does not request a hearing within 14 days of receiving this intended decision, the intended decision of Council will take effect.**
63. Even if this decision is accepted by the 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 30 days to file a Notice of Appeal, once Council's decision takes effect. For more information respecting appeals to the FST, please contact them by telephone at 250-387-3464, visit their website at <https://www.bcfst.ca> or view their appeal guide at <https://www.bcfst.ca/appeal-process/>.

Dated in Vancouver, British Columbia on the **2nd day of July, 2025.**

For the Insurance Council of British Columbia



Janet Sinclair
Executive Director