

In the Matter of the

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

and the

**INSURANCE COUNCIL OF BRITISH COLUMBIA**  
 (“Council”)

and

**LISA MARIE BERRY**  
(the “Licensee”)

## **ORDER**

As Council made an intended decision on January 27, 2026, pursuant to sections 231 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 February 10, 2026; 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 and 241.1 of the Act, Council orders that:

1. The Licensee is fined \$1,500, to be paid by June 3, 2026;
2. The Licensee is required to complete the following courses, or equivalent courses, as acceptable to Council, by June 3, 2026:
  - a. The Ethics and the Insurance Professional course, available through the Insurance Institute of Canada; and
  - b. The Insurance Council’s Client Confidentiality Course(collectively, the “Courses”);

3. The Licensee is assessed Council's investigation costs in the amount of \$1,620, to be paid by June 3, 2026; and
4. A condition is imposed on the Licensee's general insurance licence that failure to pay the fine and investigation costs and complete the Courses by June 3, 2026 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 complied with the conditions listed herein.

This order takes effect on the **5<sup>th</sup> day of March, 2026**

  
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Janet Sinclair, Executive Director  
Insurance Council of British Columbia

## **INTENDED DECISION**

of the

### **INSURANCE COUNCIL OF BRITISH COLUMBIA** (“Council”)

Respecting

### **LISA MARIE BERRY**

(the “Licensee”)

1. Pursuant to section 232 of the *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 Code of Conduct relating to allegations that the Licensee copied clients’ signatures and affixed them to new insurance forms, misled the clients and/or the insurer by affixing the clients’ signatures, and did not conduct insurance business in accordance with the usual practice of the business of insurance.
2. On December 1, 2025, as part of Council’s investigation, a Review Committee (the “Committee”) comprised of Council members met via video conference to discuss the investigation and to allow the Licensee an opportunity to provide additional information or make further submissions. An investigation report prepared by Council staff was distributed to the Committee and the Licensee before the meeting. A discussion of the investigation report took place at the meeting and having reviewed the investigation materials and after discussing the matter, the Committee prepared a report for Council.
3. The Committee’s report, along with the aforementioned investigation report was reviewed by Council at its January 27, 2026, meeting, where it was determined the matter should be disposed of in the manner set out below.

## **PROCESS**

4. 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 and 241.1 of the Act before taking any 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 Council intends to take against the Licensee.

## FACTS

5. The Licensee became licensed as a Level 1 general insurance salesperson (“Level 1 Salesperson”) on May 20, 2021, and held an authorization to represent (“ATR”) an Agency (the “Agency”) from May 20, 2021, to May 31, 2023. The Licensee currently holds an ATR with a different agency.
6. The Licensee was previously employed by “AB” at one of the branches of the Agency. AB is a producer of the Agency and employs her own staff under her agreement with the Agency.
7. On March 15, 2024, the Licensee submitted a complaint against AB to Council. The Licensee stated that during her employment at the Agency, AB instructed her to copy signatures from existing client files, affix them to new application forms, and use the forms without the clients’ consent. The Licensee referred to this practice as “Frankensigning.” Council’s investigator was unable to find any documentation, beyond the Complainant’s allegations, indicating that AB had instructed the Licensee or was aware of the practice of affixing existing client signatures from old insurance forms to new ones. Interview transcripts of previous and current Agency licensees within that particular branch did not provide any clear evidence supporting the allegation against AB.
8. In response to further inquiries from Council’s investigator, the Licensee gave an example of when she used clients’ signatures without their consent. The Licensee alleged that she did this on AB’s instructions and was too scared to not comply.
9. GR, CC and GC (collectively, the “Clients”) each owned one side of a duplex together. The duplex building did not have a strata bank account, and the separate owners paid their insurer for the insurance policy in two separate payments. The insurer required a signed written acknowledgment from the Clients stating that they were aware that any refund cheque that may be owed under the policy would be made payable in the name of the owners of the strata plan. As the strata did not have its own bank account, this would pose an issue if the Clients tried to cash a cheque made out to the strata. As such, the insurer required written acknowledgment that the Clients were aware of this potential issue, as the policy was left on direct billing for the 2023-2024 term. Upon the 2024-2025 renewal, the policy was to be converted to an agency bill from a direct bill.
10. The Licensee alleges that AB instructed her to create a form stating that the Clients were aware that any refund cheque that may be owed under their policy would be issued in the name of the owners of the strata plan.

11. The Licensee sent the signed form to the insurer on February 10, 2023. She stated that she went into the Clients' files to find their signatures from their applications already on file, copied the signatures, cut them out, pasted them onto the form, and made a copy of the form so that it looked like the Clients had signed the form.
12. On October 2, 2024, the Licensee was interviewed by Council's investigator. The Licensee stated that she had sometimes obtained verbal consent over the phone to "Frankensign" for clients. She had no written confirmation from clients verifying this as "it would usually be on the phone." Additionally, the Licensee admitted that in "quite a few" cases, clients had not been asked for permission to "use their signatures on file" for the purposes of "Frankensigning." The Licensee admitted to affixing old client signatures on new forms approximately 10 to 11 times for different clients. The Licensee explained that this practice was only used for existing clients when there was no time to get a signature or if a client was not responding, and that this practice was not used on application forms for new clients. The Licensee also stated that AB left pre-signed application forms for licensees within the Agency to use when AB was on vacation. The Licensee explained that clients would sign forms that already had AB's signature and that AB would not review the forms.
13. At the Committee meeting, the Licensee described her experience with AB as a hostile working environment. The Licensee attributed contrasting information in statements from other licensees who worked with AB to their desire to retain their employment and avoid saying anything negative about AB. The Licensee admitted that she called the practice of affixing old client signatures to new forms as "Frankensigning" as the process involved patching together signatures. The Licensee stated that AB never showed her how to do "Frankensigning" but would instruct her to do so. The Licensee admitted that although she knew this behaviour was wrong, she did it four to five times because she wanted to comply with AB's instructions. This admission contrasts with the Licensee's statement during her interview on October 2, 2024, where she admitted she conducted this behaviour for 10 to 11 clients. The Licensee admitted that she had never seen AB "Frankensign" any documents. The Licensee apologized for her behaviour but stated that she felt she had no choice but to listen to AB. The Licensee also admitted that while AB was on vacation, she would use pre-signed forms that AB had signed and submitted the forms and offer to bind to the insurer without AB's review.

## **ANALYSIS**

14. Council concluded that the Licensee's actions demonstrated a lack of trustworthiness, good faith and competence. Council noted that the Licensee misled the insurer and the clients when the clients did not consent to having their signatures affixed to insurance documents. The Licensee was unable to

provide any written documentation in support of her claim that any of the clients had consented to their signatures being affixed to new documents. Regardless of whether the client consented, Council found the practice of copying client signatures to be contrary to the usual practice and demonstrating a lack of integrity. Council concluded that the Licensee made use of her position to obtain former client signatures and used them in an unacceptable manner.

15. Council had further concerns that the Licensee misled the insurer by submitting insurance quotes and binding policies by using pre-signed forms while AB was away. As a Level 1 Salesperson, the Licensee is unable to sign insurance contracts, and all policies must be reviewed by an insurance agent. However, by submitting these forms, the insurer would believe that AB and the Agency had reviewed the risk and recommended the risk submitted as required. The client's interests were not prioritized as there was no review of the appropriateness of the policies by an insurance agent as required. If there was an issue with the insurance policy, the client would believe they had acquired the appropriate insurance. The Licensee knew that submitting pre-signed forms for new insurance policies was wrong but disregarded her duties for the sake of convenience. Given that the Licensee was aware that this practice was not appropriate but continued to engage in it, Council found that this demonstrated a willful disregard of acting in good faith to her clients and the insurer.
16. Council also found that the Licensee's actions called into question her competence as the Licensee did not document client communications regarding their consent to proceed with various policies when signatures were not obtained to ensure mutual understanding and a record of the transaction.
17. Council concluded that the Licensee's misconduct amounted to breaches of Council Rule 7(8) and 7(9) and Code of Conduct section 3 ("Trustworthiness"), section 4 ("Good Faith"), section 5 ("Competence"), section 7 ("Usual Practice: Dealing with Clients") and section 8 ("Usual Practice: Dealing with Insurers").

## PRECEDENTS

18. Before making its decision in this matter, Council took into consideration the following precedent cases. While Council is not bound by precedent and each matter is decided on its own facts and merits, Council found that these decisions were instructive in providing a range of sanctions for similar types of misconduct.
19. [\*Christine Helene Craig\*](#) (August 2019): concerned a Level 3 general insurance agent who forged a number of client signatures on Insurance Corporation of British Columbia ("ICBC") documents. Council accepted that the misconduct did not occur regularly and only occurred when efforts to contact clients were unsuccessful. Council further accepted that the licensee had no malicious intent,

there was no evidence of client harm, and that she was extremely remorseful. However, Council found that the licensee ought to have known it was wrong to forge a client's signature. Council fined the licensee \$1,000, required the licensee to complete an ethics course and the Council Rules Course, and assessed the licensee investigation costs.

20. [Barry Ann Michelle Turnbull](#) (November 2013): concerned a Level 1 general insurance salesperson who forged a client's signature on ICBC documents. The licensee had been licensed with Council for approximately 10 years at the time of misconduct. The licensee was terminated by the agency as a result. Council determined that the forgery was done for convenience and without any intent to harm or for material gain. Nonetheless, Council held that the licensee's conduct was clearly contrary to the usual practice of the business of insurance. Council fined the licensee \$1,000 and assessed the licensee investigation costs.
21. [Randal Thomas Brett Haw](#) (July 2020): concerned a licensee who admitted to having forged client signatures on electronic applications due to an erroneous understanding of procedures, believing that it was acceptable for an advisor to sign an electronic application on behalf of a client. There were also issues with the licensee having accessed client information without authorization and failing to obtain application information directly from a client. Council acknowledged that the licensee's misconduct was not malicious or meant for personal gain; however, it also noted that he was an experienced agent, as well as the nominee of his agency, and ought to have known that the forgeries and other misconduct were unacceptable. Council ordered a fine of \$2,000, required the licensee to complete the Council Rules Course and assessed investigation costs.
22. [Christopher Robert Gerke](#) (August 2022): concerned a licensee who admitted to forgery by making false documents and falsifying client signatures for five clients on a total of 11 documents. The licensee had not implemented the appropriate needs analysis of clients (such as the Know Your Client and Reason Why letters in client files) that were being requested by the insurer. The licensee was unable to meet five of the clients before a deadline in which the insurer had requested documents related to the client transactions. The licensee claimed to be in a state of panic when he signed on behalf of the clients. The licensee stated that he had contacted all clients whose signatures he had forged and obtained genuine signatures on the Reason Why letters and Life Insurance Advisor Disclosure Forms. The insurer formally reprimanded the licensee and required him to be supervised for one year as well as complete training. Council ordered that the licensee be fined \$1,000, required the licensee to complete the Council Rules Course and assessed investigation costs.

### **MITIGATING AND AGGRAVATING FACTORS**

23. Council considered whether there were any mitigating and aggravating factors in this matter. Council acknowledged that the Licensee self-reported her conduct and co-operated throughout Council's investigation, which Council considered to be a mitigating factor. The Licensee's acknowledgement of the misconduct was also considered a mitigating factor, as was her lack of experience in the industry. Council identified one aggravating factor, which was that although the Licensee was aware her conduct was wrong, she engaged in it anyway. Council found this to be a flagrant disregard of the Code of Conduct.

### **CONCLUSIONS**

24. After weighing all of the relevant considerations, Council found the Licensee to be in breach of the Council Rules and the Code of Conduct.
25. Council concluded that the [Craig](#) case was instructive as the Licensee's conduct did not demonstrate any malicious intent, and there was no evidence of client harm. However, given the Licensee both falsified client signatures and used pre-signed forms, Council determined that a higher fine than the precedent was warranted. However, Council noted that there were several mitigating factors that supported discipline in the lower range.
26. Council concluded that the Licensee be fined \$1,500 and be required to take courses to remind the Licensee of her ethical duties and the importance of client confidentiality.
27. With respect to investigation costs, Council has concluded that these costs should be assessed to the Licensee. As a self-funded regulatory body, Council looks to licensees who have engaged in misconduct to bear the costs of their discipline proceedings, so that those costs are not otherwise borne by British Columbia's licensees in general. Council has not identified any reason for not applying this principle in the circumstances.

### **INTENDED DECISION**

28. Pursuant to sections 231 and 241.1 of the Act, Council made an intended decision that:
- a. The Licensee be fined \$1,500, to be paid within 90 days 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 Ethics and the Insurance Professional course, available through the Insurance Institute of Canada; and
    - ii. The Insurance Council's Client Confidentiality Course  
  
(collectively, the "Courses");
  - c. The Licensee be assessed Council's investigation costs in the amount of \$1,620, to be paid within 90 days of Council's order; and
  - d. That a condition be imposed on the Licensee's general insurance licence that failure to pay the fine and investigation costs and complete the Courses within 90 days of the date of Council's order 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 complied with the conditions listed herein.
29. Subject to the Licensee's right 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**

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

#### **RIGHT TO A HEARING**

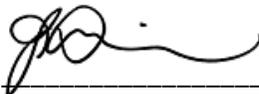
31. If the Licensee wishes to dispute Council's findings or its intended decision, the Licensee may have legal representation and present a case in a hearing before Council. Pursuant to section 237(3) of the Act, to require Council to hold a hearing, the Licensee **must give notice to Council by delivering to its office written notice of this 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 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.**

32. 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 thirty (30) days to file a Notice of Appeal once Council’s decision takes effect. For more information respecting appeals to the FST, please visit their website at [www.bcfst.ca](http://www.bcfst.ca) or visit the guide to appeals published on their website at [guidelines.pdf](#).

Dated in Vancouver, British Columbia, on the **10<sup>th</sup> day of February, 2026**.

For the Insurance Council of British Columbia



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Janet Sinclair  
Executive Director