

In the Matter of the

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

and the

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

and

**DAN ZHANG**

(the “Licensee”)

**ORDER**

As Council made an intended decision on March 10, 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 March 31, 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 \$10,000, to be paid by July 20, 2026;
- 2) The Licensee is required to complete the following courses, or equivalent courses, as acceptable to Council, by July 20, 2026:
  - i. The Making Choices I, II & III: Ethics and Professional Responsibility in Practice courses available through Advocis; and
  - ii. The Council Rules Course for Life and/or Accident & Sickness Agents (collectively, the “Courses”);

- 3) The Licensee is assessed Council's investigation costs in the amount of \$2,750, to be paid by July 20, 2026;
- 4) The Licensee is required to be supervised by a life and accident and sickness insurance agent, as approved by Council, for a period of two years of active licensing, commencing, at the latest, on May 20, 2026; and
- 5) A condition is imposed on the Licensee's life and accident and sickness insurance agent licence that failure to pay the fine and investigation costs and complete the Courses by July 20, 2026 and obtain a life and accident and sickness insurance agent supervisor as required, will result in the automatic suspension of the Licensee's licence and the Licensee will not be permitted to complete the Licensee's 2028 annual licence renewal until such time as the Licensee has complied with the conditions listed herein.

This order takes effect on the **20<sup>th</sup> day of April, 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

**DAN ZHANG**

(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 loaned a client money, which created a conflict of interest, and that the Licensee misrepresented a client’s financial information.
2. On December 12, 2025, and February 13, 2026, 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 and the Licensee’s legal counsel an opportunity to provide additional information or make further submissions. An investigation report prepared by Council staff was distributed to the Committee, the Licensee and the Licensee’s legal counsel 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 March 10, 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 has held a life and accident and sickness insurance agent licence (“Life Agent”) with Council since 2009.
6. On February 24, 2023, an insurance company (the “Insurer”) sent an email to Council attaching a Life Agent Reporting Form, noting that the Licensee was under investigation for conflict of interest, fraud and misrepresentation.
7. On June 7, 2023, in response to Council’s investigator requesting additional documentation, the Insurer provided various documents relating to its investigation of the Licensee. The Insurer concluded that the Licensee had submitted false bank statements in her client, JG’s Immediate Finance Arrangement (“IFA”) application to the Insurer’s bank division. Additionally, the Insurer, in its investigation, discovered that the Licensee had loaned JG \$950,000. As a result, the Insurer terminated the Licensee’s contract on June 1, 2023. Council’s investigation was unable to obtain any evidence to support the allegation that the Licensee knew or intentionally submitted false bank statements to the Insurer’s bank division.
8. On July 25, 2023, the Insurer provided additional documentation in response to further inquiries from Council’s investigator, which included: a copy of JG’s Participating Whole Life insurance policy dated October 6, 2022, with coverage of \$5 million and a premium of \$365,651 for 10 years (the “Policy”), sold by the Licensee; the Policy application form dated August 23, 2022, and a copy of notes from the Insurer and the Insurer’s bank division interview with the Licensee on February 15, 2023. It is noted that the Insurer did not rescind the Policy after its internal investigation of the Licensee and the Policy was in force until it was cancelled by JG on November 6, 2024.
9. On August 24, 2023, Council’s investigator requested that the Insurer provide additional documents, records and financial information regarding JG, as well as an explanation as to why the Insurer decided to maintain coverage for the Policy, given the allegations that JG’s financial statements were falsified.
10. On September 1, 2023, the Insurer responded by stating that third-party information was released to its bank division, which enabled it to determine that JG’s financial statements were falsified. The Insurer was not in possession of the bank slips showing the transfer of money for the \$950,000 loan from the Licensee’s bank account to JG’s bank account. The Insurer stated that the Licensee admitted to loaning the money to the client to obtain credit. The Insurer’s underwriting department conducted a review of the Policy but did not void the Policy. A copy of the Insurance Policy Leverage Application (the “IFA Application”) for JG dated September 26, 2022, was also provided. In support of the IFA

Application, there were financial statements of JG which included an ATM bank stub showing \$950,000 deposited into JG's account on September 22, 2022.

11. In response to further inquiries from Council's investigator, on September 26, 2024, the Insurer sent an email stating that JG did not make a complaint to the Insurer or its banking division, or any other party regarding this matter. The Insurer advised that it did not speak with JG during its investigation. Additionally, the Insurer stated that no official or certified transcript was made from its interview with the Licensee during the Insurer's investigation.
12. On September 10, 2024, Council's investigator provided an Order for Production to the Insurer's bank division, requesting the production of records related to its investigation into this matter. On October 1, 2024, the Insurer's bank division provided various documents and a written response advising that the Licensee did not hold any bank accounts with the Insurer's bank division. The Insurer's bank division was unable to produce any records showing a transfer of funds from the Licensee to JG. The investigation arose from the Insurer's bank division reviewing IFA applications originating from the managing general agency of the Licensee and they did not correspond with the client JG. The Insurer's bank division provided an email thread between the Licensee and the Insurer's bank division representative ("JY"), which contained questions from the Insurer's bank division underwriters about JG's IFA application and the Licensee's response to those questions. In an email dated October 27, 2022, the Licensee responded to an email from JY to assist the underwriting team where it was asked for an explanation for "3 recent large deposits, please kindly have [JG] explain the source of funds: 1) Sept 22 \$950,000 [at a particular bank]" and the Licensee responded stating "\$950000.00 [from the particular bank], the source of this deposit is loan payback received from her borrower."
13. On January 17, 2025, Council's investigator conducted a first interview with the Licensee, with an interpreter and the Licensee's legal counsel. Due to time constraints, the interview could not be completed. As such, on January 21, 2025, Council's investigator requested the Licensee's legal counsel to provide additional information. The Licensee's legal counsel responded on February 4, 2025, providing documentation and stated among other things, that during the Licensee's interview with the Insurer and the Insurer's bank division, the Licensee was not asked about the purpose of the loan to JG and did not admit to the Insurer that she lent JG money in order for JG to qualify for any loan. It was also stated that the Licensee was not offered the assistance of an interpreter for the interview or advised that she had the right to counsel. It was further stated that the Licensee could not fully understand the questions from the Insurer or the staff from the Insurer's bank division and the Licensee could not give her answers clearly in English, rendering the Licensee's responses unreliable.
14. Council's investigator sought further clarification from the Licensee regarding the loan she provided to JG. On March 18, 2025, the Licensee's legal counsel responded on behalf of the Licensee, stating

that the Licensee loaned JG \$950,000 on September 22, 2022, and that JG repaid the loan on the same day. The Licensee did not have a loan contract with JG, who solicited the loan from the Licensee for “short-term personal use.”

15. On April 28, 2025, Council’s investigator conducted a second interview with the Licensee and the Licensee’s legal counsel. During the interview, the Licensee confirmed she signed as a witness to JG’s IFA application. The Licensee also confirmed that the \$950,000 transaction on JG’s bank statement was the Licensee’s loan to JG. When asked to clarify why the Licensee had provided a different explanation to Council’s investigator as compared to the Insurer’s bank division about the repayment of the loan, the Licensee stated that she did not know the exact dates of the loan repayment, so she checked her bank records, which showed she received the loan repayment on September 22 [2022]. The Licensee was asked why she had no contract in place with JG regarding the loan. The Licensee stated, *“It’s just part of the Chinese culture. [JG] is not only my client, she’s also a friend and we’ve known each other for so many years already. She said that she needed some funds temporarily, and we really trusted each other. So I just lent [sic] the money to her knowing that she would pay me back on time. And that’s why there’s no contract.”* The Licensee confirmed she was not aware of the Conflict of Interest Guidelines in Council’s Code of Conduct. The Licensee also stated that she made a mistake with her email explanation to the Insurer’s bank division, stating *“I said she had lent money to other people, but actually meant to say that she borrowed money from other people.”*
16. On February 5, 2025, Council’s investigator emailed JG for information regarding the financial statements submitted to the Insurer’s bank division and the loan she received from the Licensee. The same day, Council’s investigator contacted JG, who advised that she had received the email and would ask her children, who were more proficient in English, to interpret the email and respond. To date, Council has received no response from JG.
17. On January 20, 2026, the Licensee, through her legal counsel, provided written responses to the Committee’s questions. The Licensee explained the impact of this complaint on her life, stating that she estimates she is owed \$227,000 from the Insurer in unpaid commissions, and that, as a result of the termination of her contract with the Insurer, another insurance company has also terminated its contract with her. The Licensee also stated that as a result of the complaint she has suffered from medical issues, although she has since received medical assistance to help her.
18. The Licensee clarified that JG advised her that she required a loan for personal use and that it would be a short-term loan. The Licensee expressed regret in lending a client money and stated that at the time of the loan she conflated her personal relationship with the professional relationship. The Licensee explained that, in her cultural context, there was no written contract for the loan because of the trust between friends.

19. The Licensee further clarified that she did not complete the IFA application, and that the Insurer's bank division representative, JY completed the IFA application. The Licensee further explained that at the time the IFA application was submitted, she did not know that JG had already repaid the \$950,000 loan as she did not expect JG to repay it that soon.
20. The Committee asked the Licensee to explain why she responded to the Insurer's bank division about the source of the September 22, 2022, \$950,000 bank funds, stating "\$950000.00 [bank], the source of this deposit is loan payback received from her borrower." The Licensee explained the email ought to have said "the source of this deposit is a loan received from her lender that needs to be paid back." The Licensee stated that through the help of her legal counsel who is proficient in Mandarin and English, she could explain that certain expressions and words between Mandarin and English are more difficult than others for the Licensee. She further explained that the words "to borrow money", "to lend money", "to loan", "lender", "borrower", especially when used in conversations and put in sentences, all contain the Chinese character. The Licensee stated that when she responded to the email, she did not seek any help from a translator or legal counsel to accurately express what she meant to say.
21. At the Review Committee meeting, the Licensee stated again that her response to the Insurer's bank division representative about the source of the \$950,000 was an error due to the language barrier. The Licensee reiterated that she did not complete the IFA Application as she is not a loan agent and that she was only a witness on the IFA application form.

#### *Procedural History*

22. The Review Committee meeting was initially scheduled for October 9, 2025. At the commencement of the meeting, the Licensee's legal counsel requested an adjournment for additional time to review the materials for this investigation. The Review Committee meeting was rescheduled for December 12, 2025. During the course of the Review Committee meeting on December 12, 2025, the Licensee's legal counsel, who is bilingual in Mandarin and English, raised concerns that the Mandarin-English interpreter was unable to translate accurately. The meeting was adjourned to ensure the Licensee had access to accurate translations of the meeting to meaningfully participate. The continuation of the Review Committee meeting took place on February 13, 2026. A new certified court translator was obtained for the February 13, 2026, Review Committee meeting, and the interview was completed.

#### **ANALYSIS**

23. Council concluded that the Licensee loaned money to an insurance business client, which placed the Licensee in a potential conflict of interest scenario and was a breach of the Licensee's obligations

under the Council's Code of Conduct. Council notes that the Conflict of Interest Guidelines contained within Council's Code of Conduct unequivocally state that a loan between a licensee and a client should not occur unless the client is represented by independent legal and financial advisors. Regardless of the cultural context, or whether the Licensee and JG were friends and agreed to the loan, the Licensee should not have allowed the loan to occur unless it met the requirements under the Code of Conduct.

24. Council considered whether the Licensee breached Code of Conduct section 3 ("Trustworthiness"). Council notes that the principle of trustworthiness extends beyond insurance business activities and considered whether the Licensee made misleading statements or withheld material information to the Insurer's bank division relating to JG's IFA Application and the source of JG's funds. Council accepts that the Licensee was not the individual handling the IFA Application but concluded that the Licensee was assisting JY in the IFA Application in some capacity, given that JY requested additional information from the Licensee regarding JG's financial situation and that the Licensee witnessed and saw the documentation within the IFA Application. Council acknowledged the Licensee's submissions that there was a language barrier and that it may not have been clear to the Licensee whether she was advising that JG had received the loan or whether she was borrowing the loan. However, Council noted that the email from JY to the Licensee clearly requested additional information on three specific deposits for JG and asked her to verify the source of the funds. Regardless of the language confusion over the words "lender" and "borrower", the Licensee withheld that she was the source of the \$950,000. Council found that the Licensee knew or ought to have known that the Insurer's bank division was assessing JG's financial assets and trying to ascertain the source of recent deposits and that they required wholesome and truthful answers. Within this context, Council concluded that the Licensee did not provide an accurate statement of the source of the \$950,000 funds. Council found that the Licensee did not take appropriate steps to ensure that the information being provided to the Insurer's bank division was accurate. The Licensee admitted that she did not make use of a translator to accurately reflect what she meant to say. Council concluded that the Licensee ought to have taken the necessary steps to ensure the accuracy of her responses. Additionally, Council found that the Licensee's lack of disclosure to the Insurer's bank division about her involvement in the loan and being the actual source of the \$950,000 amounted to a misrepresentation or misleading statement to a financial institution. In light of these conclusions, Council determined that the Licensee's conduct and response to the Insurer's bank division was a misrepresentation and was a breach of Code of Conduct section 3 ("Trustworthiness").
25. Council concluded that the Licensee's conduct amounted to breaches of Council Rule 7(8) and Code of Conduct section 3 ("Trustworthiness") and the Code of Conduct Conflict of Interest Guidelines.

## PRECEDENTS

26. 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.
27. [Brent Michael Polischuk](#) (February 2023): the former licensee borrowed funds from insurance business clients and had a lapse in errors and omissions insurance while licensed. A client took out a home equity line of credit against their home to generate funds that were loaned to the former licensee. On another occasion, the former licensee approached a client to borrow funds shortly after the client had suffered a heart attack. Council concluded that accepting money from insurance business clients placed the former licensee in a conflict of interest. Council determined that the former licensee leveraged his professional and personal relationship with the clients for financial gain contrary to the interests of the clients and insurers. Council ordered that it would not consider an application for licensure from the former licensee for a period of five years. The former licensee was fined \$5,000 and assessed investigation costs.
28. [Judy Laban](#) (July 2024): the licensee sold two insurance policies to her former business partner's spouse. There was an agreement that the licensee would pay the premiums for one of the two policies as a way of repaying her former business partner for shared expenses on their other business ventures. After the business relationship broke down, the owner of the policy submitted a complaint that the licensee had convinced her to purchase the policy on the basis that the licensee would pay for it. Council found that the licensee should not have used the policy premiums as an avenue to split business expenses or pay her former business partner. In these circumstances, the licensee paid 100% of the premiums for the second policy and therefore engaged in excessive rebating of premiums. Council determined that the licensee did not maintain sufficient documentation and records, especially documentation relating to communications and instructions from a client to ensure mutual understanding. As a licensed Life Agent, the licensee has an obligation to conduct insurance activities in a manner consistent with the usual practice, even if the client is someone who has a personal connection to them. Council found it mitigating that the licensee made efforts to self-correct and learn from this incident, by admitting her misconduct and by taking six courses during the investigation. Council ordered a fine of \$6,000 and investigation costs.
29. [Wei Ting Liu](#) (January 2024): the former licensee forged client signatures and engaged in personal financial dealings with clients, which gave rise to a conflict of interest. Two clients purchased insurance policies from the former licensee and there was some miscommunication with the clients, in which they did not think they would need to pay additional premiums for the policies that the

former licensee sold them in October 2016. The former licensee suggested to the complainants that they should obtain a policy loan and that the former licensee use those funds to make investments. The former licensee agreed he would be personally liable for any losses from the investments. This was proposed to keep the clients happy and to obtain funds to pay policy premiums without requiring the clients to put in additional money. Council concluded that accepting money from insurance business clients and arranging to be responsible for all the investment losses and tax implications placed the former licensee in a situation where there was a conflict of interest. The former licensee's loyalty to, or representation of, the insurance company could be materially or adversely affected by the former licensee's duty to the client in this arrangement. The actions of the Former Licensee opening the bank accounts and forging the clients' signatures on the opening documents, as well as forging the clients' signatures on two cheques were highly inappropriate. Regardless of the scenarios, or whether the former licensee and the clients verbally agreed to this arrangement, the former licensee should not have done this. Council ordered that the former licensee be fined \$10,000, assessed investigation costs and that Council would not consider any licence application for three years.

30. The Licensee's legal counsel provided three precedents for the Committee and Council's consideration. Council has summarized the cases as follows.
31. [Yanzhi \(Carolyn\) Jia](#) (November 2023): concerned a life agent licensee who was found to have misled an insurer by making attestations in client applications that she had verified the client's identification documents, although the licensee admitted she had only checked the identification documents of 20 of the 50 clients at issue. Council determined that the licensee failed to engage in the usual practice of the business of insurance. Council considered that the licensee was a relatively new Life Agent at the time of misconduct, however, Council believed that the licensee showed a lack of basic understanding of insurance business, which was evident when she used her own banking information on the clients' applications. Council also believed that the licensee did not understand the significance of providing her attestation on the applications. Further, the licensee failed to properly document communications and instructions from clients as she was not able to provide a record of her conversations with most of the clients. Council ordered that the licensee be supervised for two years, complete various courses and be assessed Council's investigation costs.
32. [Barbara Ann Nash](#) (December 2020) concerned a licensee who had taken a loan from a client to make a down payment on a home. On the recommendation of the licensee, the client redeemed money from a non-registered TFSA to provide funds to the licensee. The licensee did not inform the client that they would be charged a redemption fee for redeeming the funds. The licensee added the client to the title of the home that was purchased. The client did not understand why he was on the title or the consequences of being on the title, such as being subject to property taxes. Additionally, the

licensee obtained a life-term insurance policy naming the client as a 50% beneficiary. Council found that the licensee was in a conflict of interest and did not carry on the business of insurance in good faith and in a trustworthy and competent manner. Council noted concerns about the licensee's competence as she did not adequately explain the redemption fees to the client, the legal consequences of being on the title to the property, or the implications of being a revocable beneficiary on the insurance policy. Council further noted concerns about the licensee's tone and use of language in communications between the client and the licensee. Council ordered that the licensee complete courses, be supervised for 24 months, be fined \$2,500, and be assessed investigation costs and hearing costs.

33. [Ann-Mariel Krisine Ariola](#) (January 2024): concerned a life agent licensee who sold unsuitable products and provided incorrect information on insurance documents. Council found that the licensee's misconduct was competence related. Council believed that the licensee's lack of licensed experience and training contributed to her actions such as failing to conduct an adequate fact-finding and assessment of the clients' needs. Council concluded that the licensee misrepresented the information on the application forms and indirectly facilitated its approval, which was misleading to the insurer. Council also found that the licensee sent money to the complainant's spouse to pay for a missed insurance premium payment. Although Council acknowledged the licensee's submission that it is part of her culture to help, Council noted that the licensee still had an objective standard to meet and should not lend funds to clients as that would be a conflict of interest. Council ordered that the licensee be supervised for a period of two years, complete various courses and be assessed investigation costs.

#### **MITIGATING AND AGGRAVATING FACTORS**

34. Council considered whether there were any mitigating and aggravating factors in this matter. Council found the Licensee's acknowledgement of the misconduct, remorse and participation in the investigation as a mitigating factor. Additionally, Council noted that the breach was isolated in nature, which was noted as a mitigating factor. Council also considered the Licensee's submissions of her loss of commissions and loss in her ability to obtain insurance contracts as a result of this complaint as mitigating. Furthermore, Council noted that because of the complaint, the Licensee has experienced medical issues and took into consideration the impact this has had on the Licensee. Council found that, given the Licensee's experience and relatively long history of being licensed, the Licensee should have known that this type of conduct was not acceptable, which Council considered an aggravating factor.

## CONCLUSIONS

35. After weighing all of the relevant considerations, Council found the Licensee to be in breach of the Council Rules and the Code of Conduct.
36. Council reviewed the precedents and relied partially on the Ariola case, as the licensee in that case made misrepresentations to the insurer and also loaned a client money to make an insurance payment. However, Council noted that in the Ariola case the licensee was newly licensed and still under supervision at the time of the misconduct, and the inexperience was found to have contributed to the licensee's misconduct. In this case, Council has distinguished the loan amount in this instance as being more severe than in the Ariola case, where the loan was equivalent to the insurance premium for one month, compared to the significant loan provided by the Licensee and the Licensee's lengthier experience in the industry. Additionally, Council concluded that the Licensee's misrepresentation can be differentiated from Ariola, as Ariola's misrepresentations may have also been attributed to her inexperience and inability to perform client assessments properly. Council further considered the Liu, Laban and Nash cases as being most instructive in the conflict of interest and co-mingling and loaning funds between a licensee and client. It is noted that the maximum fine for an individual licensee at the time the Nash case was decided was \$10,000, and for this complaint the maximum fine under the Act is \$25,000. Therefore, Council notes that an adjustment to the fine in Nash should be considered to reflect the change in the maximum allowable fines.
37. Council concluded that, based on the facts of this case and considering the precedents, the Licensee be fined \$10,000 and required to take courses about ethical obligations and duties. Lastly, Council concluded that the Licensee should be placed under supervision for an additional two years, similar to the discipline ordered in the precedents.
38. 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**

39. Pursuant to sections 231 and 241.1 of the Act, Council made an intended decision that:
- a. The Licensee be fined \$10,000, 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 Making Choices I, II & III: Ethics and Professional Responsibility in Practice courses available through Advocis; and
    - ii. The Council Rules Course for Life and/or Accident & Sickness Agents (collectively, the "Courses");
  - c. The Licensee be assessed Council's investigation costs in the amount of \$2,750, to be paid within 90 days of Council's order;
  - d. The Licensee be required to be supervised by a life and accident and sickness insurance agent, as approved by Council, for a period of two years of active licensing, commencing, at the latest, one month from the date of Council's order; and
  - e. That a condition be imposed on the Licensee's life and accident and sickness insurance agent licence that failure to pay the fine and investigation costs and complete the Courses within 90 days of the date of Council's order and obtain a life and accident and sickness insurance agent supervisor as required, will result in the automatic suspension of the Licensee's licence and the Licensee will not be permitted to complete the Licensee's 2028 annual licence renewal until such time as the Licensee has complied with the conditions listed herein.
40. 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**

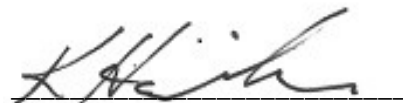
41. Council may take action or seek legal remedies against the Licensee to collect outstanding fines and/or costs, should these not be paid by the 90-day deadline.

## RIGHT TO A HEARING

42. 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.**
43. 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 **31<sup>st</sup> day of March, 2026.**

For the Insurance Council of British Columbia



Per Janet Sinclair  
Executive Director