



Consensual Agreement and Undertaking

Between

**The Complaints and Investigation Committee of the
General Insurance Council of Saskatchewan
(Bylaw 7, Subsection 5(3)(b))**

And

Travelonly Inc. o/a Travelonly

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

The Committee is required under Bylaw 5, Section 1, subsection 1 to record on the register the existence of all disciplinary decisions or orders, court orders of suspension, alternative dispute resolution agreements, undertaking and mediation agreements in accordance with council policy. Disciplinary actions as described above are reported in the Insurance Councils of Saskatchewan website and the Canadian Insurance Regulators Disciplinary Actions (CIRDA) database.

Travelonly Inc. o/a Travelonly (Travelonly) acknowledges and agrees that:

1. Section 2(1)(d)(ii) of *The Saskatchewan Insurance Act* (the Act) defines agent or insurance agent as a person who for compensation, acts in the solicitation or negotiation of insurance.
2. Contrary to Bylaw 8 Section 1, subsection (a) it:
 - a. allowed the sale of travel insurance by an unlicensed salesperson who did not have valid errors and omissions insurance at the time of these sales.
 - b. allowed the use of unlicensed agents in respect to the sale of travel insurance.
3. Its rights to appear before a Discipline Committee of the Council have been explained to it and it understands it's rights and obligations under the Council Bylaw 10.
4. It waives its rights to appear before a Discipline Committee of the Council and undertakes not to exercise any appeal rights it may have under Council's Bylaw 10, Section 3 or Section 466.1 (7.1) of *the Act* as it relates to matters set out in this Consensual Agreement and Undertaking (Agreement).

5. It has been advised by the Committee that it is in its interests to obtain independent legal advice before entering into this Agreement.
 - a. Travelonly has obtained such independent legal advice and is satisfied with the same, prior to executing this Agreement.
6. Travelonly hereby affirms that it has read and understood the terms of this Agreement, and is signing it voluntarily and of its own free will.
7. This Agreement does not preclude the Committee from pursuing any other investigation against it for activities not identified in this Agreement that may be in violation of Council's Bylaws or the Act.

Travelonly, having waived its rights undertakes to:

1. Pay, to Council, by no later than August 6, 2015, a fine for the outlined violations as well as pay the costs of the investigation in the total amount of \$8300.00.
2. Reimburse the Committee's investigation costs in the amount of \$3300.00. (being 30 hours @ \$110.00 per hour).
3. Pay a fine in the amount of \$5000.00 for its breach of Bylaw 8(1(a)).

The Committee agrees to accept as full and final resolution to the acknowledged violations of Council's Bylaws as set out in this Agreement, the following:

1. the payment of a fine in the total amount of \$5000.00; and
2. payment of the costs of the investigation of \$3300.00.

Dated at Brantford, in the Province of Ontario, this 3rd day of July 2015.

Originally signed by
Antonette (Ann) Luciani for Travelonly

Dated at Moose Jaw, in the Province of Saskatchewan, this 12th day of August 2015.

Originally signed by
Darryl McKay, Chair
Complaints and Investigation Committee
General Insurance Council of Saskatchewan