

**Consensual Agreement and Undertaking**

**Between**

**The Complaints and Investigation Committee**  
**of**  
**The General Insurance Council of Saskatchewan**  
**("the Committee")**

**and**

**Foster Park Brokers Inc.**

**And**

**Mark Elton Wiens**

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

Bylaw 5, Section 1, subsection 1 reads: "The administrator shall, in addition to the requirements for the contents of a register required by the Act and the regulations, record on the register the existence and results of all disciplinary decisions or orders, court orders, alternative dispute resolution agreements, undertakings and mediation agreements involving a licensee or a person to whom the General Insurance Council of Saskatchewan (Council) has the authority to issue a licence." Disciplinary actions as described are reported on the Insurance Councils of Saskatchewan website and the Canadian Insurance Regulators Disciplinary Actions (CIRDA) database.

**Foster Park Brokers Inc. ("Foster Park") acknowledges and agrees that:**

1. Foster Park violated Council Bylaws when:
  - A. Contrary to Bylaw 8, Section 2 (d) it failed to exercise due diligence, resulting in a material mis-statement in an application for licence or report to continue a licence;
    - i. When it failed to disclose on the 2015 Annual Reporting form that Foster Park had been named in a Statement of Claim on March 5, 2015.

- ii. When on April 17, 2015 it declared all statements and answers on the application were true and correct.
- B. Contrary to Bylaw 8, Section 2 (g) a licensee may be guilty of misconduct if the licensee: violates any provisions of the Act, the Regulations or the Bylaws;
  - i. As per Bylaw 2, Section 1, subsection (4)(c)(iii) he failed to notify Council within 30 days of commencement of any other type of legal action for acts such as theft, mishandling of funds, misrepresentation, fraud, conversion, undue influence or breach of trust.

**Mark Elton Wiens (“Wiens”) acknowledges and agrees that:**

- ii. Wiens violated Council Bylaws when:
  - A. Contrary to Bylaw 8, Section 2 (d) he failed to exercise due diligence, resulting in a material mis-statement in an application for licence or report to continue a licence;
    - i. When as President of Foster Park he failed to disclose on his personal 2016 Online Annual Reporting form that Foster Park was named in a Statement of Claim on March 5, 2015.
    - ii. When on January 28, 2016, he declared all statements and answers on his Online Annual Reporting form were true and correct.
  - B. Contrary to Bylaw 8, Section 2 (g) a licensee may be guilty of misconduct if the licensee: violates any provisions of the Act, the Regulations or the Bylaws;
    - i. As per Bylaw 2, Section 1, subsection (4)(c)(iii) he failed to notify Council within 30 days of commencement of any other type of legal action for acts such as theft, mishandling of funds, misrepresentation, fraud, conversion, undue influence or breach of trust.
- 3. Foster Park and Wiens' rights to appear before a Discipline Committee of Council have been explained to them and they fully understand their rights and/or obligations under Council Bylaw 10;
- 4. Foster Park and Wiens waive their rights to appear before a Discipline Committee and undertake not to exercise any appeal rights they may have under Council Bylaw 10, Section 3 or the Act as it relates to matters set out in this Consensual Agreement and Undertaking (Agreement).
- 5. This Agreement does not preclude the Council from pursuing any other investigation against Foster Park and/or Wiens for activities not identified in this Agreement that may be in violation of Council Bylaws or the Act.

6. They have been advised by the Committee that it is in their interests to obtain independent legal advice before entering into this Agreement.
  - a. Foster Park and Wiens have obtained such independent legal advice and are satisfied with the same, prior to executing this Agreement.
  - b. Foster Park and Wiens have willingly chosen not to obtain such advice prior to executing this Agreement.
7. Foster Park and Wiens hereby affirm that they have read and understood the terms of this Agreement, and are signing it voluntarily and of their own free will.

**Foster Park, having waived it's rights, undertakes to:**

1. Pay a fine in the amount of \$500.00

**Wiens, having waived his rights, undertakes to:**

1. Pay a fine in the amount of \$500.00

**Foster Park and Wiens, jointly or severally agree to:**

1. Reimburse Council's investigation costs in the amount of \$550.00
2. Pay all fines and investigative costs within 30 days of receipt of this Agreement.

**The Committee's Agreement:**

1. The Committee agrees to accept from Foster Park and Wiens either jointly and/or severally the payment of \$1,550.00 as full and final resolution of their violation of Council's Bylaws as outlined in this Agreement; and
2. The Committee further agrees to take no further action against Foster Park and Wiens for the acknowledged violations of Council's Bylaws that are set out in this Agreement.

Dated at Edmonton, in the Province of Alberta, this 8<sup>th</sup> day of August, 2016.

*Originally Signed by*

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**Mark Elton Wiens**

Dated at Edmonton, in the Province of Alberta, this 8<sup>th</sup> day of August, 2016.

*Originally Signed by*

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**Mark Elton Wiens for Foster Park Brokers Inc.**

Dated at Moosomin, in the Province of Saskatchewan, this 19<sup>th</sup> day of August, 2016.

*Originally Signed by*

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**Darryl McKay, Chair, Complaints and Investigation Committee  
General Insurance Council of Saskatchewan**