

# **Consensual Agreement and Undertaking**

**Between**

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

**and**

**Richert Travel Agency Incorporated  
t/a Carlson Wagonlit Richert Travel Agency**

**Richert Travel Agency Incorporated t/a Carlson Wagonlit Richert Travel Agency  
("Richert Travel") 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. Section 444 of the Act states: No insurer and no officer, agent or employee of an insurer and no licensed agent or salesman shall, directly or indirectly, pay or allow, or offer or agree to pay or allow, any commission or other compensation or anything of value to any person for acting or attempting or assuming to act as an insurance agent in respect of insurance in Saskatchewan unless that person holds at the time a subsisting licence under this Act as an agent or a salesman.
3. Contrary to Bylaw 8, Section 2, subsection (g), it:
  - a. violated Section 444 of the Act by allowing an unlicensed individual to solicit travel insurance on its behalf. Richert Travel then compensated the unlicensed individual with a percentage of its earned commission for sale of 42 travel insurance policies solicited by the unlicensed individual between October 1, 2010 and September 30, 2011.
4. Its rights to appear before a Discipline Committee of the General Insurance Council ("Council") have been explained, and it understands its rights and obligations under the GIC Bylaw 10.
5. 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 ("the Agreement").

6. It has been advised by the Complaints and Investigations Committee ("the Committee") that it is in its best interests to obtain independent legal advice before entering into the Agreement.
7. The Agreement does not preclude the Committee from pursuing any other investigation against Richert Travel for activities not identified in the Agreement that may be in violation of Council's Bylaws or the Act.

**Richert Travel, having waived its rights, undertakes to:**

8. Pay a fine in the amount of \$2,100.00 for contravention of Council Bylaw 8, Section 2 (g); and  
  
the fine amount is \$50.00 per insurance policy compensated for:  
\$50.00 x 42 policies = \$2,100.00.
9. Reimburse the Committee's investigation costs in the amount of \$660.00.

**The Committee's Agreement:**

10. 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:
  - a. the payment of a fine in the total amount of \$2,100.00; and
  - b. payment of the costs of the investigation of \$660.00.

Dated at Regina, in the Province of Saskatchewan, this 01 day of October, 2012.

*Originally signed by:*

\_\_\_\_\_  
William Shiplack, President  
Richert Travel Agency Incorporated  
t/a Carlson Wagonlit Richert Travel Agency

Dated at Saskatoon, in the Province of Saskatchewan, this 09 day of October, 2012.

*Originally signed by:*

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Dave Prociuk, Chair  
Complaints and Investigation Committee  
General Insurance Council of Saskatchewan