

---

**IN THE MATTER OF** the *Insurance Act*, R.S.O. 1990, I.8, as amended (the “Act”), in particular sections 392.5, 407.1, and 441.3;

**AND IN THE MATTER OF** Oded Oliver Beer (“Beer”)

## **MINUTES OF SETTLEMENT AND UNDERTAKING**

### **PART I – INTRODUCTION**

1. Beer is licensed as an insurance agent under the Act (licence #01063700). Beer’s licence was renewed on January 4, 2021, with a present expiry date of January 3, 2023.
2. On May 21, 2021, the Director of Litigation and Enforcement (the “Director”) by delegated authority from the Chief Executive Officer (“CEO”) of the Financial Services Regulatory Authority of Ontario (“FSRA”), issued a Notice of Proposal in respect of Beer (the “NOP”).
3. Beer disputed the allegations and, on or about May 27, 2021, requested a hearing before the Financial Services Tribunal (the “Tribunal”) in respect of the NOP.
4. Beer and the Director, by delegated authority from the CEO, wish to resolve this matter on consent and without a hearing before the Tribunal.

### **PART II – AGREED FACTS**

5. Beer agrees with the facts contained in this section.
6. Between January 2018 and February 2019, Beer entered into agreements with eleven (11) of his clients at Industrial Alliance (the “Policyholders”). Beer agreed that he would pay the Policyholders’ premiums, for up to 14 months, if the Policyholders agreed to retain their policies for at least the same duration.
7. Beer directly paid at least \$40,455 in premiums on behalf of the Policyholders, as his compensation was tied to the duration over which these Policyholders held their policies with Industrial Alliance.
8. In total, Beer received over \$102,000 in commissions related to the Policyholders.

9. On February 25, 2019, Industrial Alliance informed Beer that they had become aware of irregular payments that connected him to the Policyholders' premium payments.
10. Upon review, Industrial Alliance found Beer owed the insurer about \$123,000 in relation to the rebating incidents. Beer has repaid Industrial Alliance.

### **PART III – TERMS OF SETTLEMENT**

11. Beer acknowledges and agrees that he has been given the opportunity to seek independent legal advice and has done so (or has waived the right to do so) and is entering into these Minutes voluntarily, understanding the consequences of doing so.
12. Beer acknowledges that these Minutes are an undertaking within the meaning of the Act, and that failure to comply may result in immediate regulatory action including, but not limited to, the issuance of a Notice of Proposal to revoke the licence, a Notice of Proposal to impose an administrative penalty, or a prosecution under the *Provincial Offences Act*.

#### **(a) Non-Compliance with the Act**

13. By engaging in the conduct described above in Part II, Beer admits and acknowledges that he breached the Act as follows:
  - (i) by directly paying Policyholders' premiums with the intent of rebating their policies, contrary to section 2(1) of Ontario Regulation;
  - (ii) by engaging in the unfair and deceptive act and practice of rebating premiums, contrary to sections 438 and 439 of the Act; and

#### **(b) Consent to issue Order**

14. Beer consents to the issuance of the order attached as Schedule "A" to these Minutes (the "Order"), pursuant to which it is ordered:
  - (i) Beer shall pay an administrative penalty of \$16,000, of which at least \$6,500 shall be paid to FSRA by the date that these Minutes are signed and executed;
  - (ii) Beer shall complete a professional ethics course through a FSRA approved Life Licence Qualification Program (LLQP) by June 30, 2022;
  - (iii) Beer shall not be allowed to conduct insurance business under the Act without the direct supervision of his designated Supervisor, Colin Gies (licence #08102275).

- a. Beer must provide his supervisor with copies of all applications for a policy of insurance prepared by Beer in advance of submission to the insurer;
  - b. Beer is required to ensure that all applications for a policy of insurance prepared by Beer have been initialed and dated by the Supervisor, and maintain evidence of the Supervisor's review; and
  - c. Beer shall provide the Supervisor with all of the information and documentation that the Supervisor requires to discharge their obligations.
- (iv) Beer shall report his insurance activities to the President of his managing general agency, Toronto Mutual Group Inc. ("Toronto Mutual")
- a. Beer shall ensure that Toronto Mutual files a quarterly report to the Director, or other delegate of the CEO, that details his recent insurance agent activities; and
  - b. Beer shall provide Toronto Mutual with any information and documentation that Toronto Mutual requires to discharge their obligations.
- (v) Beer may be subject to an examination of his insurance files from time-to-time, at the discretion of the CEO, Director, or other delegate of the CEO.
- (vi) If either the Supervisor or Toronto Mutual cannot continue to supervise Beer, Beer shall notify the Director, within 30 days of withdrawing their supervision. Beer shall cease all insurance agent business activity immediately until a new supervisor has been approved by the CEO, Director, or other delegate of the CEO.
- (vii) All reports, requests for approval, and other documents shall be sent to the address below or to such other contact address as the Director may provide:

**Financial Services Regulatory Authority of Ontario**  
Legal & Enforcement  
25 Sheppard Avenue West, Suite 100  
Toronto, Ontario M2N 6S6

- (viii) The above period of supervision shall end two (2) years from the date that the Minutes are signed and executed.

**(c) Process for Execution of Settlement**

15. Beer acknowledges that these Minutes are not binding on the Director until signed by the Director.

16. These Minutes may be executed in counterparts, and may be executed and delivered by facsimile or e-mail and all such counterparts and facsimiles or e-mails, as applicable, shall together constitute one and the same agreement.
17. Upon receiving an executed copy of these Minutes from FSRA, Beer will withdraw his Request for Hearing (Form 1) in respect of the NOP before the Tribunal by completing a Withdrawal/Discontinuance (Form 5) and filing it with the Registrar at the Tribunal within two (2) business days.
18. Upon confirmation from the Tribunal that the Request for Hearing has been withdrawn and the hearing has been cancelled, the Parties agree that the Director will issue the Order attached as Schedule "A" to these Minutes (the "Order").
19. The Parties accept and understand that these Minutes and any rights within the Minutes shall enure to the Parties and to any successors or assigns of the Parties.

**(d) Disclosure of Minutes and Order**

20. Both parties will keep the terms of these Minutes and the Order confidential until the Order is issued.
21. If either of the Parties do not sign these Minutes or the Director does not issue the Order:
  - (i) These Minutes, the Order, and all related discussions and negotiations will be without prejudice to FSRA and Beer; and
  - (ii) FSRA and Beer will each be entitled to all available proceedings, remedies and challenges, including proceeding to a hearing of the allegations contained in the NOP. Any proceedings, remedies and challenges will not be affected by these Minutes, the Order, or any related discussions or negotiations.
22. Upon issuance of the Order:
  - (i) Beer agrees that these Minutes and the Order form part of his disciplinary records for the purposes of any future licensing decision or as an aggravating factor in respect of a future administrative penalty or prosecution against him;
  - (ii) Beer acknowledges that these Minutes and the Order are public and will be published by FSRA on its public website (or that of its successor); and
  - (iii) Both parties agree not to make representations to any member of the public or media or in a public forum that are inconsistent with these Minutes or the Order.

**(e) Further Proceedings**

23. Whether or not the Order is issued, Beer will not use, in any proceeding, these Minutes or the negotiation or process of approval of these Minutes as the basis for any attack on FSRA's jurisdiction, alleged bias, alleged unfairness, or any other remedies or challenges that may be available.

24. Upon issuance of the Order:

- (i) Beer waives all rights to a hearing before the Tribunal regarding the NOP;
- (ii) Beer waives all rights to a judicial review or appeal of the Order;
- (iii) The Director agrees that FSRA will not take any further proceedings against Beer arising solely from the facts contained in Part II of these Minutes, unless facts not disclosed by Beer come to the attention of FSRA that are materially different from those contained in Part II of these Minutes or Beer fails to comply with any term in the Order; and
- (iv) Beer agrees that if he fails to comply with any term in these Minutes or the Order, FSRA is entitled to bring any proceedings necessary.

**DATED** at Toronto, Ontario, March 09, 2022

---

**Oded Oliver Beer**

**DATED** at Toronto, Ontario, March 09, 2022

---

Name of Witness

---

Signature of Witness

**DATED** at Toronto, Ontario, March 9, 2022

---

**Elissa Sinha**

Director, Litigation & Enforcement  
Financial Services Regulatory Authority of Ontario

By delegated authority from the Chief Executive Officer

---

## APPENDIX A

**IN THE MATTER OF** the *Insurance Act*, R.S.O. 1990, c. I.8, as amended (the “Act”), in particular sections 392.4, 407.1 and 441.3;

**AND IN THE MATTER OF** Oded Oliver Beer (“Beer”).

### ORDER TO IMPOSE AN ADMINISTRATIVE PENALTY AND TO AMEND LICENCE

Beer is licensed as an insurance agent (licence #01063700) under the Act. Beer’s licence was renewed on January 4, 2021, with a present expiry date of January 3, 2023.

On May 21, 2021, by delegated authority from the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario (“Chief Executive Officer”), the Director, Litigation and Enforcement (the “Director”) issued a Notice of Proposal to revoke Beer’s licence and to impose administrative penalties on Beer for engaging in unfair or deceptive acts of rebating premiums, contrary to section 439 of the Act.

A Request for Hearing (Form 1) dated May 27, 2021 was delivered to the Financial Services Tribunal (the “Tribunal”) in accordance with sections 407.1(3) and 441.3(5) of the Act respecting the Notice of Proposal.

On [TBD], Beer withdrew the Request for Hearing, and on [TBD], the Tribunal closed its file in respect of this matter. This Order is made pursuant to a settlement entered into by Beer and the Director.

## **ORDER**

**Administrative penalties in the total amount of \$16,000 are hereby imposed on Oded Oliver Beer, for the reasons set out in the Notice of Proposal.**

**For the reason set out in the Notice of Proposal, the insurance agent licence (licence #01063700) issued to Oded Oliver Beer is hereby amended as follows:**

- (i) By June 30, 2022, Oded Oliver Beer shall complete a professional ethics course through a Life Licence Qualification Program (LLQP) approved by the Financial Services Regulatory Authority of Ontario.**
- (ii) Oded Oliver Beer shall not be allowed to conduct insurance business under the Act without the direct supervision of his designated Supervisor, Colin Gies (licence #08102275).**
  - a) Oded Oliver Beer must provide his supervisor with copies of all applications for a policy of insurance prepared by Oded Oliver Beer in advance of submission to the insurer;**
  - b) Oded Oliver Beer is required to ensure that all applications for a policy of insurance prepared by Oded Oliver Beer have been initialed and dated by the Supervisor, and maintain evidence of the Supervisor's review; and**
  - c) Oded Oliver Beer shall provide the Supervisor with all of the information and documentation that the Supervisor requires to discharge their obligations.**
- (iii) Oded Oliver Beer shall report his insurance activities to the President of his managing general agency, Toronto Mutual Group Inc. ("Toronto Mutual").**
  - a) Oded Oliver Beer shall ensure that Toronto Mutual files a quarterly report to the Director, or other delegate of the CEO, that details his recent insurance agent activities; and**
  - b) Oded Oliver Beer shall provide Toronto Mutual with any information and documentation that Toronto Mutual requires to discharge their obligations.**
- (iv) Oded Oliver Beer may be subject to an examination of his insurance files from time-to-time, at the discretion of the Chief Executive Officer, Director, or other delegate of the CEO.**



- (v) If either the Supervisor or Toronto Mutual cannot continue to supervise Oded Oliver Beer, Oded Oliver Beer shall notify the Director, within 30 days of withdrawing their supervision. Oded Oliver Beer shall cease all insurance agent business activity immediately until a new supervisor has been approved by the Chief Executive Officer, Director, or other delegate of the CEO.
- (vi) All reports, requests for approval, and other documents shall be sent to the address below or to such other contact address as the Director may provide:

**Financial Services Regulatory Authority of Ontario  
Legal & Enforcement  
25 Sheppard Avenue West, Suite 100  
Toronto, Ontario, M2N 6S6**

- (vii) The above period of supervision shall end on **[date TBD]**.

**TAKE NOTICE THAT** Financial Services Regulatory Authority of Ontario will deliver an invoice to Oded Oliver Beer with information as to where and how to pay the administrative penalties. Beer must pay the administrative penalties no later than one hundred eighty days (180) days after the date of the invoice.

If Oded Oliver Beer fails to pay the administrative penalties in accordance with the terms of this Order, the Chief Executive Officer may file the Order with the Superior Court of Justice and the Order may be enforced as if it were an order of the court. An administrative penalty that is not paid in accordance with the terms of an order imposing the penalty is a debt due to the Crown and is enforceable as such.

**DATED** at Toronto, Ontario,

---

Elissa Sinha  
Director, Litigation and Enforcement

By delegated authority from the Chief Executive Officer

Si vous désirez recevoir cet avis en français, veuillez nous envoyer votre demande par courriel immédiatement à : [contactcentre@fsrao.ca](mailto:contactcentre@fsrao.ca).