

**IN THE MATTER OF THE FINANCIAL  
INSTITUTIONS ACT, RSBC 1996, C. 141**

and

**SOS Warranty Services Inc.**

and

**Phoenix A.M.D. International Inc.**

(Pursuant to section 244 of the *Financial Institutions Act*)

**VOLUNTARY COMPLIANCE AGREEMENT**

**[This Agreement has been redacted before publication.]**

**WHEREAS** the BC Financial Services Authority ("BCFSA") completed an investigation into the conduct of two affiliated extraprovincial corporations, SOS Warranty Services Inc. ("SOS Warranty") and Phoenix A.M.D. International Inc. ("Phoenix AMD"), pursuant to an Order issued under section 215(1) of the *Financial Institutions Act* ("FIA");

**AND WHEREAS** the Superintendent of Financial Institutions (the "Superintendent") is of the opinion, based on the investigation, that SOS Warranty and Phoenix AMD carried on the business of insurance in B.C. during the years 2021 to 2024 inclusive in respect of the [Redacted] Service Plan product warranty insurance contracts (the "Contracts"), and in particular, that SOS Warranty undertook to indemnify B.C. consumers against losses through the Contracts, without being authorized to do so under the FIA, thereby contravening sections 75 and 159(1) of the FIA.

**AND WHEREAS** SOS Warranty and Phoenix AMD do not admit they breached the FIA but accept that the Superintendent is of the opinion that the alleged breaches of sections 75 and 159(1) of the FIA took place;

**AND WHEREAS** SOS Warranty acknowledges the right of each B.C. policyholder to make claim for indemnity according to terms of their respective Contract until its expiration date;

**AND WHEREAS** SOS Warranty acknowledges its obligation to indemnify B.C. policyholders according to the terms of their respective Contract using funds held in reserve until all such Contracts have expired;

**AND WHEREAS** SOS Warranty and Phoenix AMD are committed to future compliance with the FIA;

**AND WHEREAS** the Superintendent is not aware of any harm to B.C. policyholders;

**THEREFORE**, the Superintendent considers it appropriate to enter into a Voluntary Compliance Agreement with SOS Warranty and Phoenix AMD, pursuant to section 244 of the FIA;

**ACCORDINGLY**, SOS Warranty and Phoenix AMD undertake the following:



1. by May 31, 2024, not to carry on any new business of insurance in British Columbia until such time as SOS Warranty and/or Phoenix AMD are authorized by BCFSA to engage in the business of insurance or are otherwise permitted to do so under the FIA;
2. to pay to BCFSA the total amount of \$35,000.00 within 30 days of the date of this Agreement in lieu of the Superintendent issuing a Notice of Administrative Penalty under section 253.1 of the FIA; and
3. to pay BCFSA investigative costs in the total amount of \$4,100.00 within 30 days of the date of this Agreement in lieu of the Superintendent issuing an order for investigative costs to be paid under section 241.1 of the FIA.

This Voluntary Compliance Agreement may be amended with the written consent of the Superintendent, SOS Warranty Services Inc. and Phoenix A.M.D. International Inc.

Agreed to at the City of Vancouver  
in the Province of B.C., Canada.

This 7th day of May 2024

“Original signed by Albert Marrache”

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**Authorized Signatory — SOS Warranty Services Inc.**

**Name:** Albert Marrache

**Title:** President

Agreed to at the City of Vancouver  
in the Province of B.C., Canada.

This 7th day of May 2024

“Original signed by Albert Marrache”

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**Authorized Signatory — Phoenix A.M.D. International Inc.**

**Name:** Albert Marrache

**Title:** President

Agreed to at the City of Vancouver  
Province of British Columbia

This 7th day of May 2024

“Original signed by Derrick Lau”

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**Authorized Signatory — BC Financial Services Authority**

**Name:** Derrick Lau

**Title:** VP, Supervision