



REVIEW REPORT 255-2025

Rural Municipality of Meota No. 468

June 12, 2026

Summary:

The Applicant submitted an access to information request to the Rural Municipality of Meota No. 468 (RM) for a copy of a liability insurance contract with respect to a communal dock. The RM withheld the record in full pursuant to section 18(1) (third party business information) of *The Local Authority Freedom of Information and Protection of Privacy Act (FOIP)*. The Applicant requested that the Office of the Saskatchewan Information and Privacy Commissioner review the decision of the RM to refuse access to the requested record pursuant to section 18(1) of *LA FOIP*.

The Commissioner found that the RM properly applied section 18(1)(b) of *LA FOIP* to the responsive record. The Commissioner recommended that the RM continue to withhold the responsive record pursuant to section 18(1)(b) of *LA FOIP*.

I BACKGROUND

[1] On September 10, 2025, the Rural Municipality of Meota No. 468 (RM) received an access to information request from the Applicant for “copy of liability insurance on the communal dock at Pelican Point work was done by a non-profit corporation.” The RM received the \$20 application fee from the Applicant on the same day.

[2] On September 11, 2025, the RM emailed a representative for the Pelican Point Communal Dock Incorporated (Third Party), informing them that a request had been made for a copy of the insurance policy for the Pelican Point Communal Dock Incorporated. In the email, the RM advised that it intended to refuse access to the record pursuant to section 18(1) of

The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP),¹ unless the third party provided consent to release the record to the Applicant. On the same day, the third party responded advising it did not consent to the release of this record.

[3] On September 11, 2025, the RM emailed the Applicant advising that it was denying access to the requested record under section 18(1) of *LA FOIP*. In its email to the Applicant, the RM noted that the Third Party did not consent to release of this record pursuant to section 18(2) of *LA FOIP*.

[4] On October 3, 2025, the Applicant requested a review by the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) review the decision of the RM to refuse access to the requested record.

[5] On January 15, 2026, OIPC notified the RM, the Applicant and the Third Party that a review of the decision of the RM to refuse access the requested record pursuant to section 18(1) of *LA FOIP* would commence. OIPC noted that the review would consider the application of sections 18(1)(a), (b), (c)(i), (ii), (iii) and (d) of *LA FOIP* to the record. The RM was asked to provide a copy of the records and index of records by February 17, 2026, and all parties were invited to provide submissions by March 16, 2026.

[6] On January 20, 2026, the RM provided this office with a copy of the record, an index and other supporting documentation. On March 18, 2026, the RM notified this office that it did not have any further representations beyond the supporting documentation it provided in its January 20, 2026, email. OIPC did not receive a submission from the Applicant or the Third Party.

II RECORDS AT ISSUE

[7] The record at issue is a four-page insurance policy contract.

¹ [*The Local Authority Freedom of Information and Protection of Privacy Act*](#), SS 1990-91, c. L-27.1, as amended.

[8] As noted, the RM quoted all of section 18(1) of *LA FOIP* as the exemption refusing access to the record and confirmed as much with this office during the intake stage. However, in the index the RM only referenced section 18(1)(b) of *LA FOIP* as the sole exemption refusing access. The RM confirmed that it was instructed that the sole issue for this review would rest upon section 18(1)(b) of *LA FOIP*.

III DISCUSSION OF THE ISSUES

1. Jurisdiction

[9] The RM qualifies as a “local authority” under section 2(1)(f)(i) of *LA FOIP*.

[10] Pelican Point Communal Dock Incorporated (Third Party), qualifies as a “third party” under section 2(1)(k) of *LA FOIP*.

[11] OIPC has jurisdiction to undertake this review pursuant to PART VI of *LA FOIP*.

2. Did the RM properly apply section 18(1)(b) of *LA FOIP*?

[12] Section 18(1)(b) of *LA FOIP* provides as follows:

18(1) Subject to Part V and this section, a head shall refuse to give access to a record that contains:

...

(b) financial, commercial, scientific, technical or labour relations information that is supplied in confidence, implicitly or explicitly, to the local authority by a third party;

[13] OIPC uses the following three-part test to determine if section 18(1)(b) of *LA FOIP* was properly applied:²

² OIPC [Review Report 098-2025](#) at paragraph [24].

1. Is the information financial, commercial, scientific, technical or labour relations information of a third party?
2. Was the information supplied by the third party to a local authority?
3. Was the information supplied in confidence implicitly or explicitly?

1. Is the information financial, commercial, scientific, technical or labour relations information of a third party?

[14] The RM asserts that the record qualifies as commercial or financial information. In past reports, this office has defined these terms in the following way:³

- “Commercial information” is information relating to the buying, selling or exchange of merchandise or services. This includes third party associations, past history, references and insurance policies and pricing structures, market research, business plans and customer records.
- “Financial information” is information regarding monetary resources, such as financial capabilities, assets and liabilities, past or present. Common examples are financial forecasts, investment strategies, budgets, and profit and loss statements. The financial information must be specific to a third party.

[15] A record containing information relating to insurance coverage⁴ and insurance pricing structures⁵ qualifies as commercial information. Examples of “financial information” includes information related to insurance⁶ as well as information relating to the monetary resources of a third party that makes out the third party’s financial capabilities, assets and/or liabilities.⁷

³ *Ibid*, at paragraph [28].

⁴ OIPC [Review Report 295-2019](#) at paragraph [30].

⁵ OIPC [Review Report 078-2020](#) at paragraph [42].

⁶ OIPC [Review Report F-2005-003](#) at paragraph [23].

⁷ OIPC [Review Report F-2014-002](#) at paragraph [36].

[16] From a review of the record at issue, the insurance policy includes information with respect to the financial assets of a third party and details the insurance coverage of those assets. As such, the record contains both commercial and financial information, the first part of the test is met.

2. *Was the information supplied by the third party to a local authority in confidence either explicitly or implicitly?*

[17] “Supplied” means provided or furnished where the disclosure of the information reveals or permits the drawing of accurate inferences with respect to the information supplied.⁸ It is important to draw a factual distinction in this case. The local authority is not a signing party to the insurance contract. The original insurance contract was negotiated between the Third Party and an insurance provider. The local authority is added as an insured in the body of the contract but only with respect to liability arising out of the Third Party’s operations or liability arising from the Third Party’s premises. The local authority pays no premiums on this contract. Had the insurance contract been negotiated solely between the RM and its insurer, this report may have had a different result.⁹

[18] As it is, the RM was supplied the insurance contract by the Third Party that had been negotiated between an insurance provider and the Third Party. As we will see, the Third Party expressly provided this contract under conditions of confidentiality to which the RM agreed.

[19] On September 6, 2023, RM Council passed a resolution as follows:¹⁰

⁸ OIPC [Review Report 224-2021](#) at paragraph [49].

⁹ This distinction is important because it clarifies the definition of “supplied” as referenced in Information and Privacy Commissioner of Ontario [Order MO-4578](#) at paragraph [53]. In this case, four insurance contracts between an insurer and a local authority were ordered disclosed because the “mutual generation/negotiation” of an insurance contract was not found to be the same as the *supplying* of an insurance contract.

¹⁰ RM [Minutes of the Regular Meeting of Council - September 6, 2023](#).

**PELICAN POINT – COMMUNAL BOAT DOCK REQUEST
460/23 HEIDEL/GREGSON**

THAT a communal boat dock licence be issued to Pelican Point Communal Dock Inc. subject to receiving a letter of support from the Hamlet Board, Water Security Agency approval and any other regulatory approvals required, and, further, that the RM be named as an additional insured on their liability insurance in the amount of \$2,000,000. **CARRIED**

- [20] Following the approval, a *Cover Note of Insurance* dated January 26, 2024 was provided to the RM which provided confirmation that the approval condition had been met for liability insurance. The RM submitted that in August 2025, “the division councillor and deputy Chief Administrative Officer [CAO] were in conversation with one of the directors of the corporation [Third Party] who was unaware that proof of insurance been previously provided and forwarded a copy of the policy in it’s entirety *with a disclaimer that it not be shared publicly...*”.
- [21] In support of this submission, the RM provided an August 12, 2025, email exchange. Our review found that this email exchange revealed that a representative of the Third Party emailed a copy of the insurance contract to the Deputy CAO of the RM. The Deputy CAO then forwarded the copy to the RM CAO. We are able to conclude that the information was supplied by the Third Party to the RM.

3. *Was the information supplied in confidence implicitly or explicitly?*

- [22] To meet the third part of the test, the information must have been supplied either implicitly or explicitly in confidence. In order to meet this aspect of the analysis, local authorities must show that both parties intended the information to be held in confidence at the time the information was supplied. Information supplied in “confidence” means that the supplier provided the information in a situation of mutual trust.¹¹ “Implicitly” means that confidentiality is understood, even though there is no actual agreement or statement of confidentiality. “Explicitly” means confidentiality has been clearly stated, such as through

¹¹ *Supra*, footnote 2 at paragraph [43].

documentary evidence showing the information was supplied with the understanding the local authority would keep it confidential.¹²

[23] Our review of the record, especially the August 12, 2025 email exchange, clearly supports the RM's claim that the insurance policy was not be shared with the public on the request of the Third Party. The RM was aware of the explicit expectation of confidentiality at the time the third party supplied the record to the RM. The RM received the Applicant's access to information request, less than a month after the Third Party supplied the RM with the record and stated that they would respect the request to keep the insurance contract confidential.

[24] On September 11, 2025, the RM emailed the Third Party indicating that they intended to refuse access to the record, unless the Third Party considered consenting to the release. The Third Party refused to provide consent to release. We are content that an explicit and implicit understanding existed between the Third Party and the RM that the record would be kept confidential. The third part of the test is satisfied.

[25] As all three parts of the test are met, section 18(1)(b) of *LA FOIP* applies, and the record can properly be withheld in its entirety under this exemption. There is no need to consider any other exemptions under section 18(1) of *LA FOIP* as applied by the RM.

IV FINDINGS

[26] OIPC has jurisdiction to undertake this review pursuant to PART VI of *LA FOIP*.

[27] The RM properly applied section 18(1)(b) of *LA FOIP* to withhold the responsive record in full.

¹² *Ibid*, at paragraph [44].

V RECOMMENDATION

[28] I recommend that the RM continue to withhold the responsive record in full.

Dated at Regina, in the Province of Saskatchewan, this 12th day of June, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner