

Protecting the users of legal services: balancing cost and access to legal services

Summary and analysis of responses

PII arrangements

December 2019

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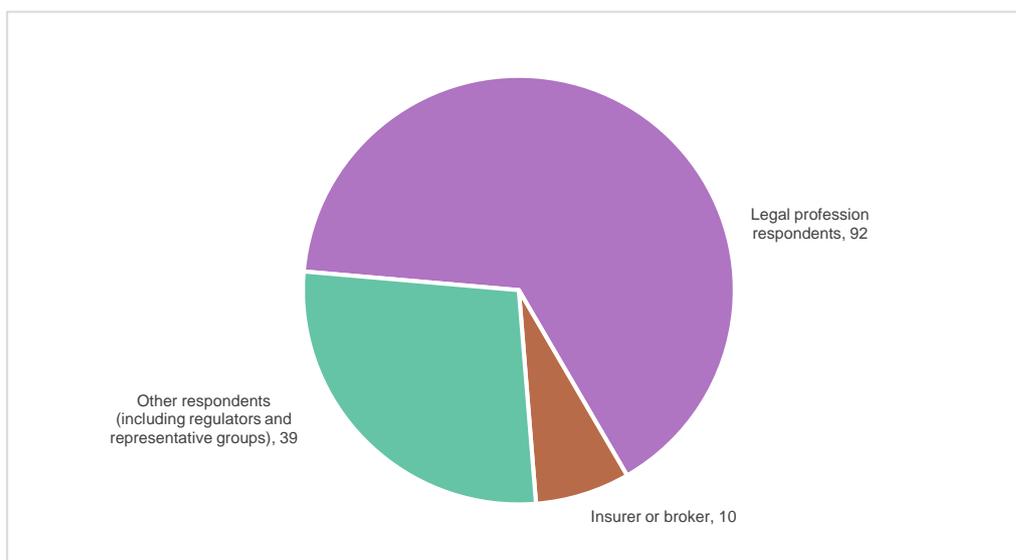
Introduction

- 1 This document provides a summary of feedback to the proposed changes to our Professional Indemnity Insurance arrangements in our Protecting the users of legal services: balancing cost and access to legal services consultation. Our policy position is outlined in our post consultation position paper which is published alongside this document.

Who responded

- 2 We received 160 responses to the consultation. Annex 1 includes details of the 85 respondents that agreed that we could publish their identity.
- 3 We received most responses from the profession. The next largest group of respondents was The Law Society, local law societies and other groups representing lawyers (some of whom responded to say they endorsed the Law Society position on some or all of the questions).
- 4 We had a number of responses from the insurance sector – insurers and their representative groups, brokers and an underwriting association. The Legal Services Consumer Panel, the Legal Ombudsman, another legal services regulator, compliance professionals, other industry groups and individuals in different professional capacities were among some of the other respondents.
- 5 This document draws together themes commonly put forward. We have provided a breakdown of the responses to certain key questions by three groups in pie chart form. The charts cover the 141 responses which were received in a standardised format that allowed a quantitative breakdown. We did not receive enough responses from the public and consumer bodies to separately categorise them (we received one response from a member of the public). The groups are:
 - a. Legal profession: (law firms, solicitors or other legal professional)
 - b. Insurer or broker
 - c. Other

Respondents to the consultation (standardised format)



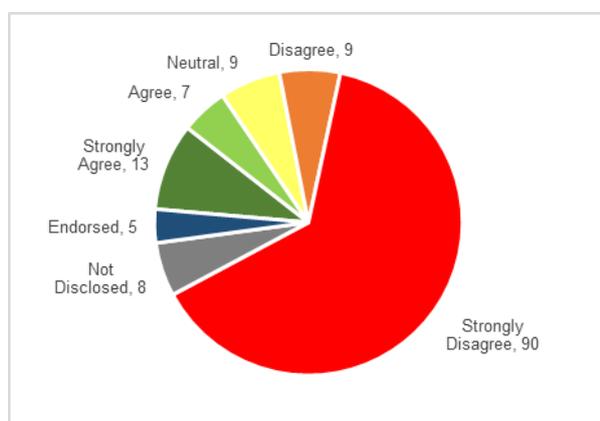
- 6 We do not provide a numerical breakdown for consultation questions 3, 5, 6, 11 and 12. These questions were asking for suggestions rather than to agree or disagree with a proposal so a numerical break down is not possible. Questions 3 and 5 asked for comments on the detailed rule drafting linked to policy proposals dealt with in previous questions.
- 7 Please also note that there appears to be an element of user error in some of the responses. To take one example, two respondents to question 1 stated that they supported our proposals, but their comments made it clear that they were strongly opposed to them. In these circumstances, the charts reflect the answer that they gave – we have not reclassified the answer to reflect the accompanying comments.
- 8 The legal profession grouping contains law firms and individual solicitors. The Law Society and local law societies are included within the 'other respondents' grouping rather than the legal profession. In the charts below "endorsed" refers to where a respondent said they were endorsing another response or had an identical answer to a respondent from the same organisation.
- 9 We have referenced some individual responses in places and included extracts from some responses. We are not able to quote from 27 confidential responses or from 6 respondents who agreed to be included in the list of respondents but not for their response to be published or referred to.
- 10 Separate to formal responses to the consultation, we also undertook targeted engagement to discuss the proposals and what the impact on certain groups might be. This involved speaking at events, holding roundtable meetings with insurers and other key stakeholders that have an interest and specialism in this area of work. We also held consumer focus groups to gauge whether the public understood our financial protection arrangements and if the proposals were implemented, what that might mean for different people.
- 11 We have considered all the feedback we received in reaching our post-consultation position

Breakdown of responses

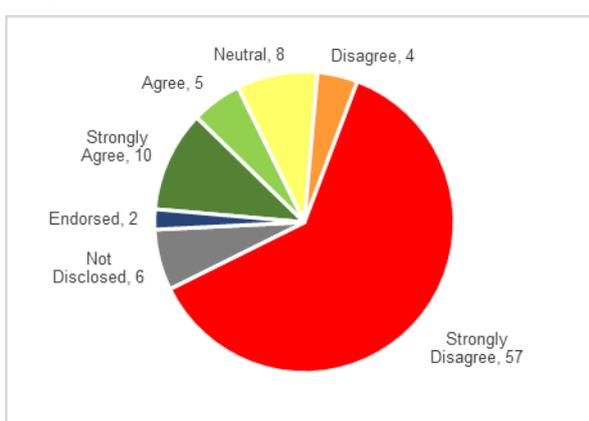
Question 1

To what extent do you think the proposed changes to our PII requirements provide an appropriate minimum level of cover for a regulated law firm?

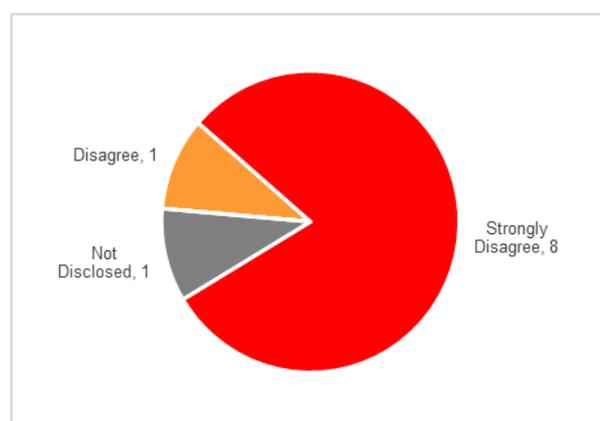
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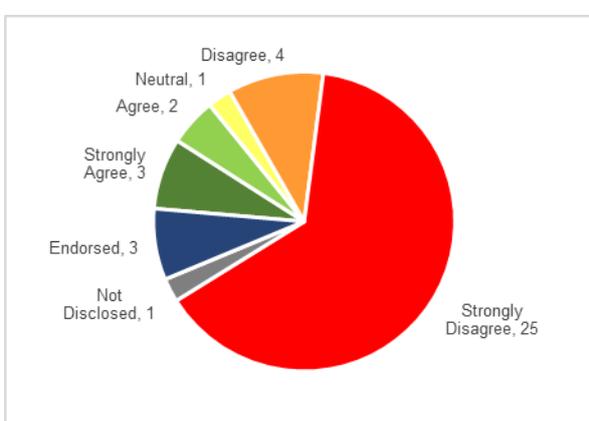
Legal profession



Insurers and brokers



All other



Summary of feedback

- 12 Most respondents did not agree that the proposed changes would provide an appropriate level of cover. Most also disputed that the stated benefits (such as reduced premiums potentially leading to cheaper services) would materialise.
- 13 The Legal Services Consumer Panel said that it supported in principle that it was right for us to review the appropriate balance between consumer protection and its impact on the cost of legal services. They thought, however, that any small potential savings

would be more than offset by a potential increase in cost (for example, from the purchase of top-up cover). An important consideration for them was consumers' lack of expertise and experience in dealing with legal matters. The LSCP said that the proposals would lead to greater variance in insurance levels between providers and that this would make it harder for consumers to navigate the protections when using an authorised firm and therefore to choose an appropriate firm for their needs. They said they would like to see more consumer research undertaken before the SRA introduce a major change of this type.

- 14 The Legal Ombudsman said that in theory it seems appropriate to tier the level of cover required based on the serviced delivered. But they also questioned whether premiums would reduce significantly enough to justify reductions in consumer protection.
- 15 Most of the legal profession did not agree that our proposed changes would provide an appropriate level of cover for firms. They thought the levels proposed were below the level of claims that could arise from their work. There was therefore a concern that these would not provide appropriate protection for consumers. Nor might they protect solicitors. The Criminal Cases Review Commission noted the possibility that in cases of wrongful conviction, individuals might pursue a solicitor for a civil remedy – in such cases £500,000 may not be high enough.
- 16 The Law Society and local law societies highlighted what they considered would be multiple negative consequences for firms, consumers and the broader public. They questioned the level of predicted premium reductions we set out in the consultation. The Law Society, as well as others including the LSCP and respondents from the insurance sector, argued that the data set we had used underestimated the impact our proposals would have on consumers.
- 17 In addition, the Law Society raised concerns about the additional complexity and cost that could be introduced for firms by moving away from uniform insurance requirements. They asserted that most firms would need to buy additional policies to remain adequately insured. They thought virtually no existing firm would want to reduce the level and scope of insurance below the current level. Firms would therefore seek to purchase 'top up cover' to replace elements of cover currently required by the existing Minimum Terms and Conditions (MTCs). They argued that overall this would increase total insurance costs. Like some other respondents they also questioned whether, if there were savings, these would be passed on to consumers.
- 18 Most insurers felt that the current PII arrangements were working in a satisfactory way for firms and that the process for purchasing insurance was simple, straightforward and that firms were benefiting from a competitive marketplace. No insurer thought the proposed changes would provide an appropriate level of cover for SRA regulated law firms. Therefore, they thought most firms would need to buy top-up cover above the new minimum levels and said that this would be expensive. They thought this would exceed any reduction of premiums for our mandatory cover, increasing insurance costs overall and reducing consumer protection. They also said there would be no guarantee that a firm would be able to get top up insurance because the market was hardening and contracting. They provided some evidence of price increases in the top up layers of insurance. We have heard several reports from insurers and brokers that the market has continued to harden since the consultation closed.

- 19 There were, however, a small group of respondents that agreed that the changes would provide appropriate cover. There was no pattern in the type of respondent that supported the proposals which included some law firms, individual solicitors, a former solicitor tax adviser, a provider of services to law firms, an underwriting association and a consumer forum.
- 20 Where reasons were given by these respondents, they mainly said that at present insurance is too expensive or disproportionate to the risks involved in their work. Two made this response specifically in relation to small firms. Others referred specifically to their type of practice. For example, a legal aid firm said that legal aid firms generally have a different risk profile and there is greater protection as a result of their legal aid contract provisions.
- 21 In our discussions with insurers we heard more support for the proposed change to allow more flexible arrangements for defence costs than for some of the other individual proposals. This would have allowed firms to choose to bear a larger proportion of defence costs, reducing premiums with no impact on consumer protection. This was also reflected in the written responses to the consultation, with the Association of British Insurers (ABI) indicating support for the proposal and suggesting that it could encourage responsible behaviours, such as improved risk management and early settlement of some claims.
- 22 However, other formal responses to the consultation, including from the profession, thought this could create additional complexity for firms in making defence cost arrangements, and there is little current appetite from the profession to explore this option at this time.

Respondent comments

- 23 Respondents comments include:

'There will be instances where the reduced level of cover will lead to financial losses for the client. It is better that appropriate level of cover is in place rather than reduced cover. The reductions in premiums will be negligible but the adverse impact in the protections for clients will be huge. Clients will be unaware that they are protected at a reduced level.'

'The public need a consistent minimum level of cover which should be no lower than present level.'

'There is no clear reason why reducing the minimum cover would benefit law firms or their clients. It is a fantasy to think that reducing the level of cover would result in a significant reduction of premium costs and, even if it did, that this would result in lower costs for clients and would maintain the same level of protection for clients.'

'For even small law firms the current minimum levels may require top up. Small law firms, especially sole practitioners, will almost certainly not buy top up cover and in the event that cover is insufficient there is a good chance they will not have the personal resources to make up any shortfall.'

'The current system is disproportionate for small firms. The consultation is correct to propose a more reasonable approach especially where there is small or little risk.'

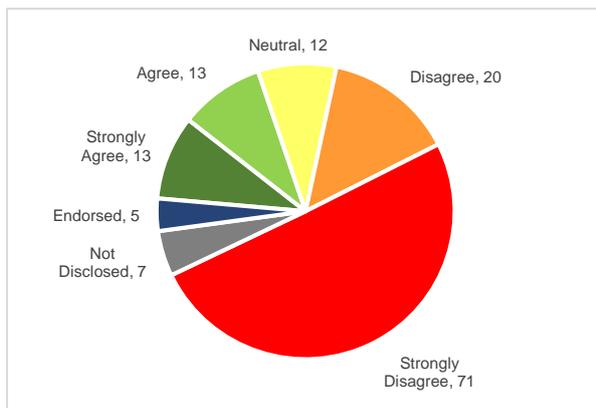
'It may be of benefit to a new law firm who has just set up given that there might a restricted level of funding. However, they might present an issue for high risk areas of law the firm practices. It would be down to each firm to look at its structure and practice areas before making a decision regarding its cover level.'

'The basis for the appropriate minimum level of cover appears sound. However, as far as affecting the premium amounts we feel this is debatable. The initial cover is where the expense lies not in the 'top up'. Excluding conveyancing may alter this but the amount of saving would not, in our opinion, be sufficient to effect any change in charges to the clients.'

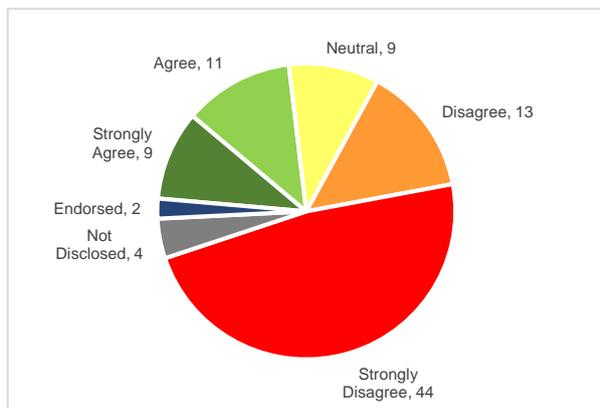
Question 2

To what extent do you agree that our minimum PII requirements do not need to include cover for financial institutions and other large business clients?

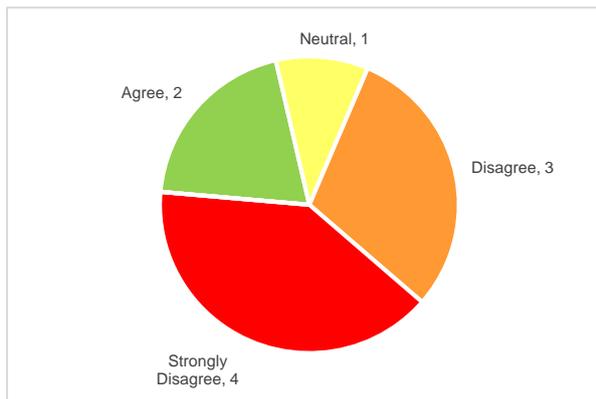
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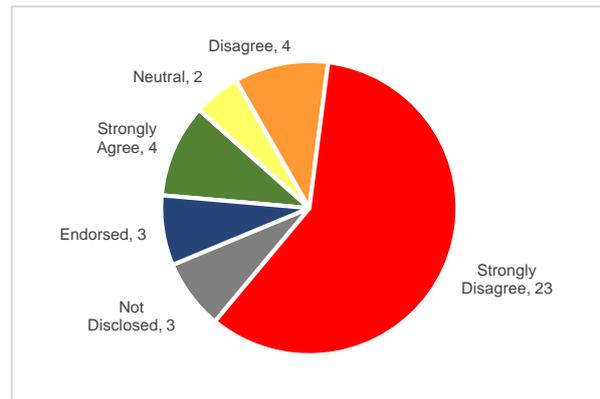
Legal profession



Insurers and brokers



All other



Summary of feedback

- 24 Many respondents shared a view that all consumers, regardless of their line of business or corporate structure, should expect their claims to be covered by a minimum level of insurance. Respondents thought that this proposal would risk adding complexity and cost into the arrangements. Some law firms highlighted practical difficulties in having to ascertain the turnover of prospective clients to understand their insurance requirements. There was also a concern that this proposal would damage firms' (particularly small firms') relationships with financial institutions and other large business clients. Several respondents highlighted that lenders would still likely require insurance at a uniform level. Some said lenders may reduce the size of panels to reduce the administrative burden of checking individual policies.
- 25 Insurers opposing the change said that in practice firms would still need to buy cover for these clients if they wanted to continue to act for them. This may be at levels higher than our proposed mandatory limit. This would require them to purchase an additional policy and, for the reasons previously set out, may therefore increase the cost of insurance overall. One respondent suggested that there could be cases where a law firm that had contracted with a large firm or financial institution could need to maintain cover on the current MTCs for these clients for up to 15 years. This was on the basis of the longstop date under Section 14A Limitation Act 1980.
- 26 Many of the respondents that agreed with the first question also agreed with this one. A few other respondents also agreed. The reasons given included that the minimum PII requirements are, principally and rightly, in place to protect the consumers. Financial institutions and larger firms are suitably capitalised and sophisticated enough to manage their own risks, without the need for compulsory requirements. This could allow more flexible arrangements to emerge. However even those that agreed said in practice these benefits might not emerge because despite this flexibility clients such as lenders might require firms to replicate existing levels of minimum cover.

Respondent comments

- 27 Respondents comments include:

'A reduction in cover is not only a reduction in cover for the client, it also reduced the cover and increases the risk for the firm. Additional optional cover would be more expensive.'

'I see no justification for this proposal. It does not mirror any compensatory arrangements elsewhere in the country. Logically larger organisations and institutions are likely to be involved in larger transactions, where the ready and guaranteed existence of sufficient insurance cover is both needed and expected.'

'If solicitors are uninsured in respect of work carried out for certain classes of client, particularly sophisticated clients, it is doubtful that they will be able to act for such clients. That is reflected in the way that lenders will not instruct sole practitioners because of the risk that in the case of dishonesty there will be no insurance. There will also be cases where the question of insurance cover may be uncertain because the definition of large business will not always be readily ascertainable. So, it appears to

me that this proposal serves no purpose other than to push large commercial clients more and more into the hands of large firms of solicitors'
'To do this will make acting for Lenders very difficult in transactions which will almost certainly lead lenders to react by only allowing a select few trusted providers act for them. This will wipe out competition and the ability for smaller firms to compete.'

Question 3

Do you think our definition for excluding large financial institutions, corporations and business clients is appropriate?

Summary of feedback

- 28 Most respondents did not think the definition was appropriate. Many linked their views on whether the definition was appropriate to their views on the previous question about the principle of excluding cover for financial institutions and large businesses.
- 29 Both law firms and insurers thought there would be practical difficulties with implementing the proposed £2 million turnover definition especially for clients whose turnover may shift below or above the threshold year on year. A common view was that the proposal introduced unnecessary risk for clients at the boundary of the definition to understand how they would be insured.
- 30 A small number of respondents argued that charities should be treated differently because they are not businesses motivated by profit so they should have higher minimum protections. This would help protect their beneficiaries
- 31 A number of law firms and insurer respondents said that they considered that the turnover value referred to in the definition was too low and that to adopt a single factor as the basis of the exclusion was too simplistic. There were suggestions that, if this proposal was to be progressed further, other factors, such as number of employees, how regularly they purchase legal services, what type of legal services they purchase and their asset base, were also relevant and would have to be taken into account.

Respondent comments

- 32 Respondent comments include:

'The rationale for excluding claims brought by large corporations and businesses is that such organisations are large enough to have the resources and expertise to engage with their solicitor to ensure that they hold appropriate cover. We believe that a £2 million turnover is far too low as a determiner as to whether a business is large enough to be sophisticated'.

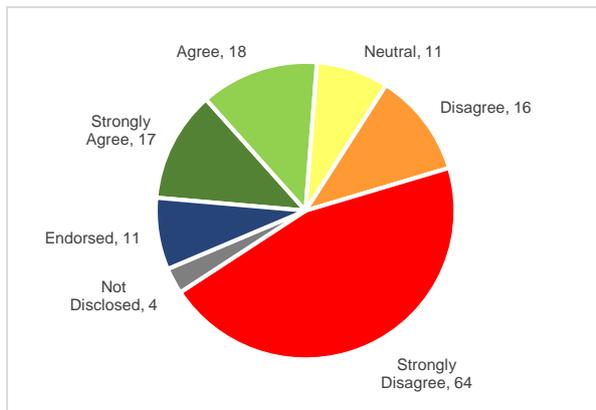
'We are concerned that this will have a negative impact for smaller law firms who will be taken off the lending panels as the MTC's will not be applicable to any claim that they may make against the solicitor. This could lead to a huge change in the way conveyancing is undertaken in England and Wales and the closure of a number of

small firms as business moves to larger firms who maintain the MTC's up to a higher limit and who can afford the premium cost.'

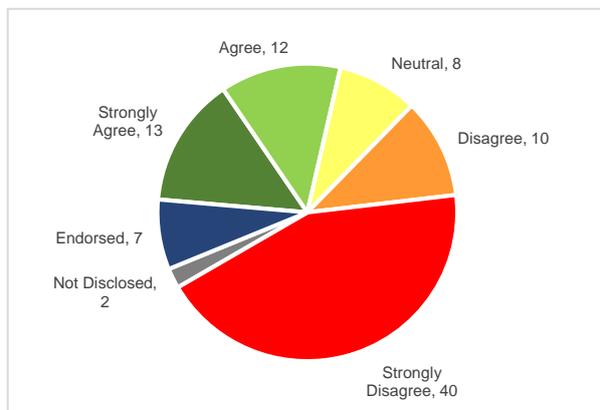
Question 4

To what extent do you agree that we should introduce a separate component in our PII arrangements meaning only firms that need to have cover for conveyancing services are required to buy this cover?

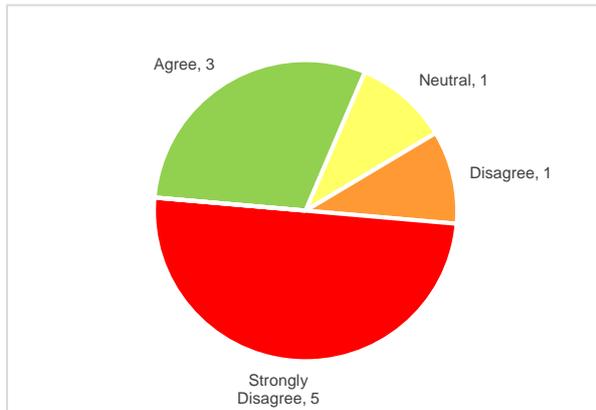
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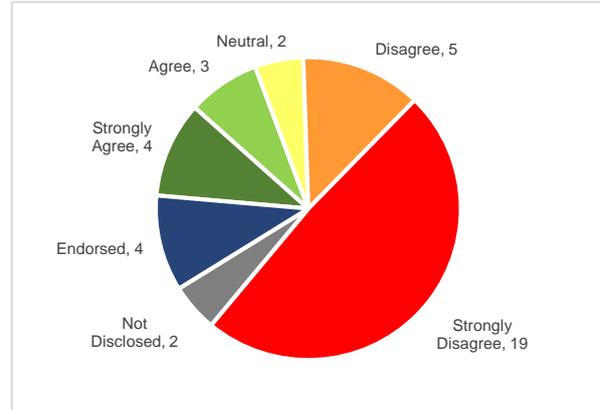
Legal profession



Insurers and brokers



All Other



Summary of feedback

- 33 A common view expressed by many, including law firms, the Law Society and local Law Societies, was that this proposal would introduce additional complexity and uncertainty into our insurance arrangements. This is because the boundaries between conveyancing and non-conveyancing legal work is not clear cut. For example, the work captured by the definition could include family and divorce work, and wills, trust and probate, as well as residential and commercial property.

- 34 For this reason, many respondents agreed with the Law Society's view that many firms and most high street firms would need to continue purchasing conveyancing cover even if conveyancing is not a primary part of their practice.
- 35 Some respondents argued that differentiating conveyancing within the MTCs would result in insurers pricing this higher than at present. In turn, this might result in more small firms closing down their conveyancing practice. Conversely, many respondents, including members of the profession, some insurers and others argued that there would be limited downwards impact on premiums for providers who don't do conveyancing because insurers already build the risks arising from conveyancing into the premiums of firms doing conveyancing work.
- 36 However, from the profession overall, there was marginally more support for this proposal than many of our other proposals. Some respondents that agreed with this proposal thought it was right that the level of premium should match the risk. They agreed that this could lower premiums for firms that did not do conveyancing such as specialist immigration firms, and this might encourage new entrants into the market.
- 37 There was a mixed view from the insurance sector. Some agreed that the proposal provided absolute clarity as to who they were insuring for conveyancing work and that this could lower premiums for firms that did not do this work. However, many raised questions over whether the minimum level of cover of £1 million was adequate having regard to rising house prices. There was also a concern that in circumstances where those firms that did not buy cover inadvertently advised on a conveyancing transaction, this would result in the client being without any protection. There could also be cases where consumers had relied on the existence of cover at the time of the transaction, then to find it does not exist at the point they make a claim. These views were also shared by different types of providers.
- 38 The Legal Ombudsman said that a separate component for Conveyancing appeared appropriate but questioned whether there should also be a separate component for commercial work as this was also high value.

Respondent comments

- 39 Respondent comments include:

'We agree that enabling firms to purchase PII insurance based on the areas they practice in has the potential to improve its affordability. If implemented, we suggest that firms would benefit from detailed guidance and support to enable them to establish the correct level of cover required to reduce the risk of being under insured'.

'The proposal relies too heavily on solicitors correctly declaring their non engagement in conveyancing transactions. This means that if they subsequently engage in conveyancing transactions, then their clients will not be covered for their losses when things go wrong. This is an unacceptable risk'.

'The definition of conveyancing is too broad and firms that deal on the fringes on an irregular basis would be strongly disadvantaged'.

'Insurers already take into account the percentage of conveyancing cases undertaken by firms and they set the premiums accordingly'.

'The proposed definition of conveyancing services is extremely wide and imprecise. It would be extremely easy for a "Non-Conveyancing" Firm to unwittingly carry out legal services which were later deemed to be "Conveyancing Services".'

'We think the impact of this proposal will have the effect of increasing premiums for conveyancing firms and the consequential increase in the cost of conveyancing services to the consumer'.

Question 5

Do you think our proposed definition of conveyancing services is appropriate?

- 40 Most respondents did not agree with the definition as drafted. Very few respondents provided any comment and simply responded 'no'. Those that commented stated that the definition could be either too wide or too narrow depending the circumstances of a client's instructions, and therefore would not work in practice.

Question 6

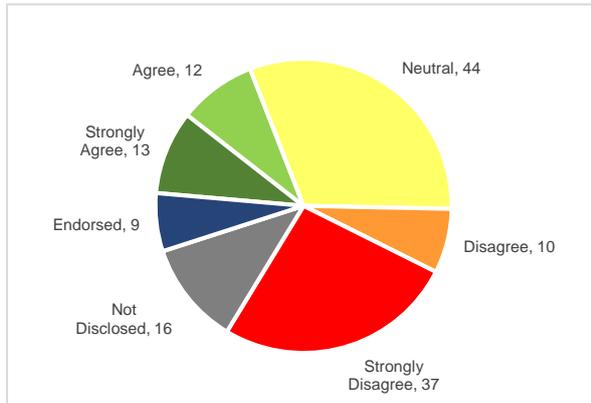
Do you think there are changes we should be making to our successor practice rules?

- 41 There was almost equal agreement and disagreement to this question. Those that supported the case for change commented that the current definition was confusing and was leading to outcomes which included, for example:
- Firms not seeking out a successor and instead carrying on running their practice without sufficient resources or capital
 - Some firms that had been named as successor not realising the full extent of their liabilities
 - Firms that were willing to take on employees of another firm being put off because of the possibility of becoming a successor practice
 - Giving firms the scope to try and avoid seeking run-off if they could present their business to another as though all was satisfactory
 - Successor practices taking on all liabilities when in fact run-off cover can be provided for matters that are not live.

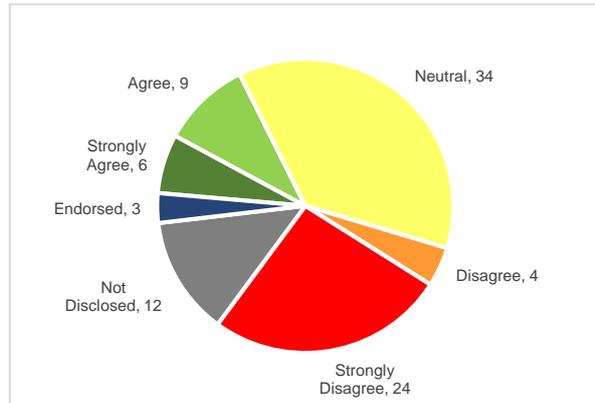
Question 7

Do you agree with the approach we are taking to bring the MTCs and the PIA up to date?

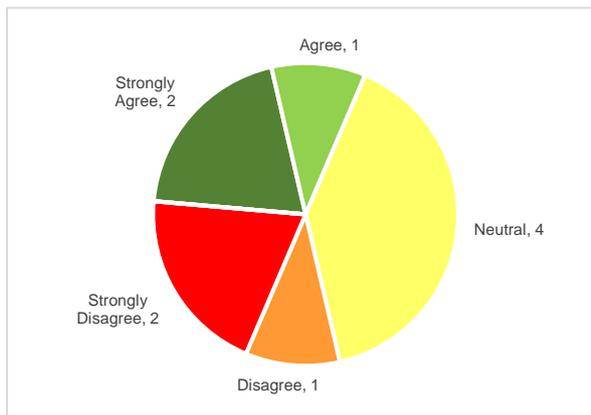
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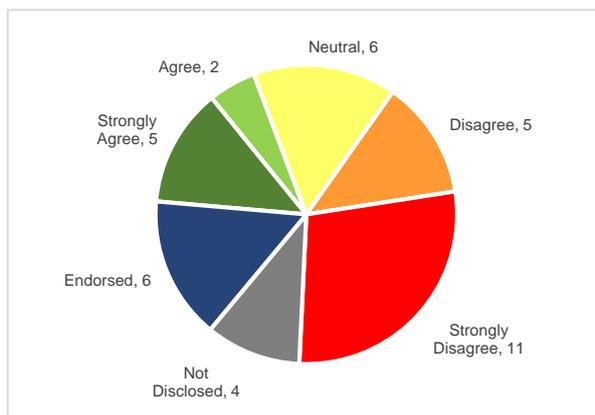
Legal profession



Insurers and brokers



All others



Summary of feedback

42 There was a mixed response to this question. Some respondents said that they had not considered this in detail or felt they did not have enough information to do so. Many respondents that did not agree with this proposal repeated arguments made about the substantive proposals rather than the specific question about whether we were right to:

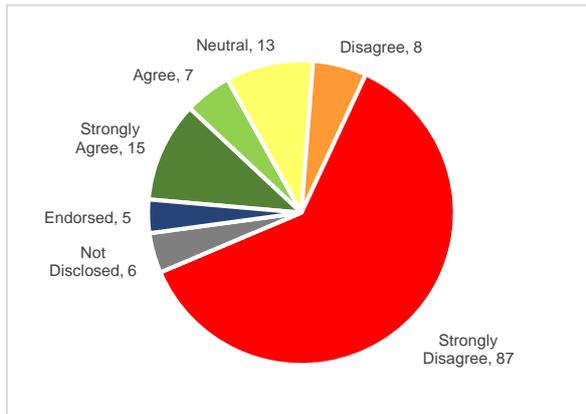
- focus the PIA on obligations we put on insurers, and
- remove overlapping or duplicated requirements between the MTCs and the PIA.

The points made in disagreement were, therefore, not relevant to the question.

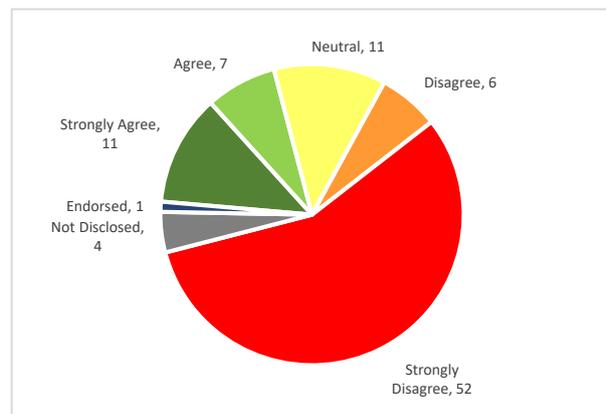
Question 8

To what extent do you agree that the changes to our PII requirements provide law firms with more flexible options to potentially lower insurance costs?

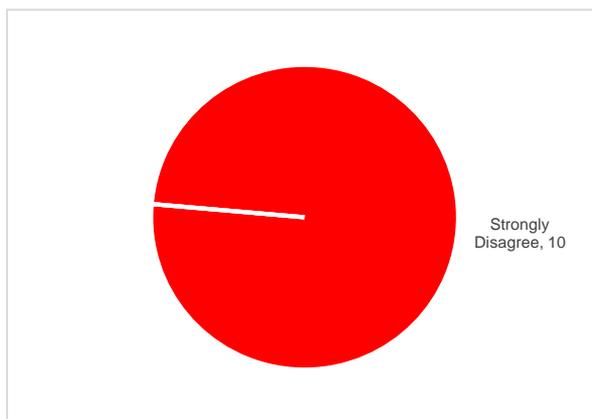
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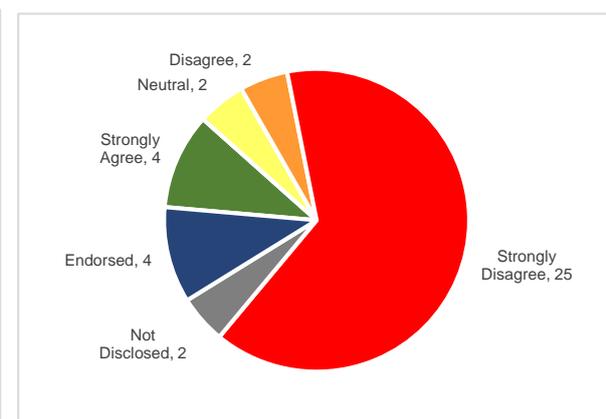
Legal profession



Insurers and brokers



All other



Summary of feedback

43 This question received the highest level of disagreement, including from all insurers, and from individual solicitors and law firms.

44 In summary the main reasons for disagreeing were that:

- we could not rely on insurers lowering premiums to reflect the lower risk they were insuring
- insurers already take into account the risk of firms they insure, including the expected level and frequency of claims. If there were any premium reductions, these would be very small and not material enough to effect lower prices for consumers

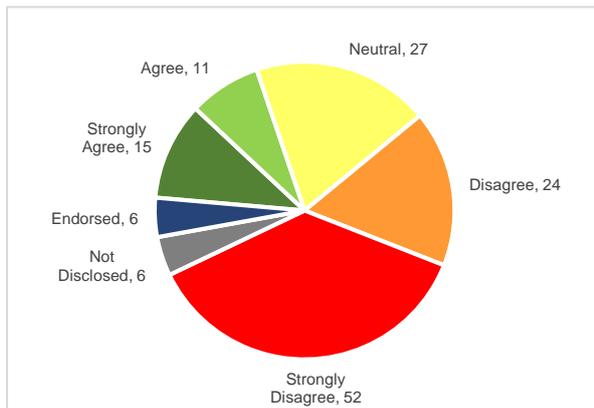
- firms would continue to want or need to buy additional cover at least up to the current limits and this could increase overall insurance costs compared to the status quo as top-up policies are likely to be expensive
 - the complexity for firms in making sure they had adequate and appropriate insurance would introduce new transaction costs for firms and purchasers of legal services.
- 45 The insurance industry said that the vast majority of premiums that firms pay is to cover the risk of claims up to £500,000. In questioning the value of any reduction in premiums of our proposed lower limits some observed there was little immediate movement in insurance premiums in response to when the minimum level of cover increased from £1m to £2m in 2005. It was suggested this was partly because insurers knew the increased limit would not significantly increase the volume or value of claims they were required to meet, and the converse would be true.
- 46 In addition, respondents, including the professions and insurers, claimed that the increased flexibility could lead to other issues that need to be considered alongside any benefits of the changes. For example:
- more claims against brokers for poor advice
 - an increase in coverage disputes and possible uninsured losses
 - insurance business models (co-insurance¹) ceasing to exist resulting in fewer insurers offering cover and at higher prices.
- 47 The few law firms, solicitors and other legal professionals that supported the changes did so stating that the additional cost of insuring against riskier work and activities be borne solely by those firms that are engaged in this work. Some also said that more should be done to mitigate these risks as well as insuring against them.
- 48 Some agreed that changes were needed to try and lower premiums. However, some of those that agreed with this question then provided commentary stating that they felt that lower insurance costs would be negligible and there were no guarantees that they would be passed on to consumers.

¹ An insurance policy that is underwritten jointly with another insurer or others and each will apportion between them any loss covered by the policy according to a fixed percentage of the value for which the firm is insured.

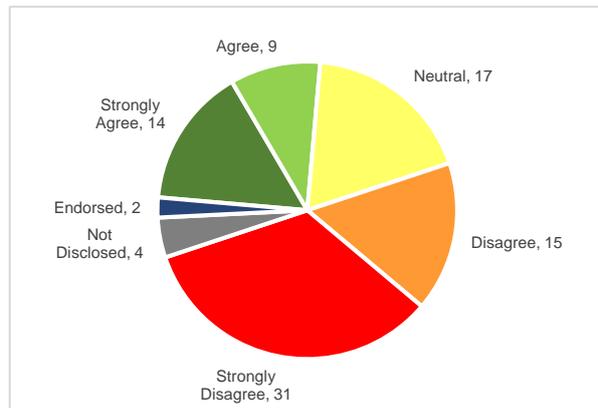
Question 9

Do you agree the proposed level for the cap on cover in run-off provides adequate protection for the users of legal services whilst balancing the need for premiums to be more affordable?

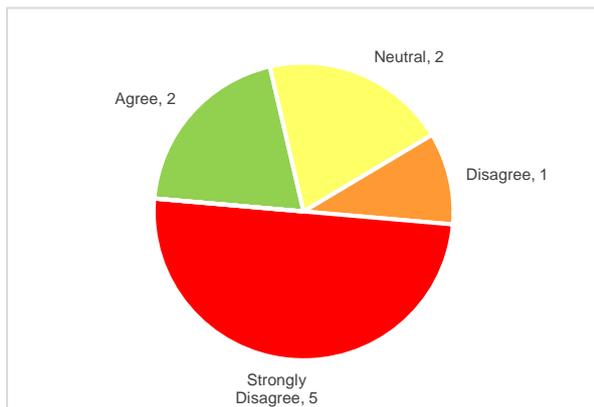
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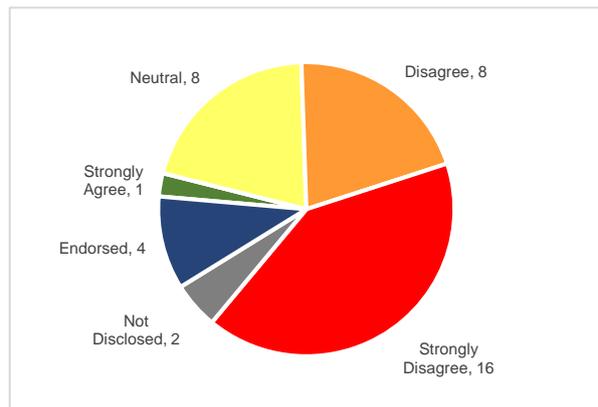
Legal profession



Insurers and brokers



All other



Summary of feedback

- 49 This proposal received the highest proportion of neutral responses although overall, across all groups, respondents disagreed with the proposal because they considered it would reduce consumer protection or would not reduce premiums enough to counter that impact. There was an acceptance that the cost of run-off cover creates a risk in the market of firms not closing down properly. However, the respondents that disagreed or challenged our proposal stated that they did not think we had set out sufficiently robust evidence that our proposal to introduce a total cap on cover was the right way to address this risk. One respondent considered that retirement would become more expensive for solicitors if there was a reduction in the availability of single, one off premiums, and a need for solicitors and successor firms to purchase top up cover or additional run-off cover.

- 50 Respondents from the profession argued that steps should be taken to reduce the cost of buying run-off cover but not at the cost of reduced consumer protection. Some were positive about the more recent steps that the SRA has taken to improve the firm closure process and to make sure that more firms pay the premium for run-off cover. It was felt more could be done to make sure that firms that do pay premiums no longer continue to cross subsidise those that do not.
- 51 The insurers agreed that more needed to be done to make sure that firms paid their run-off premium and until that was done, they could not say whether the proposal would lead to lower premiums.

Respondent comments

- 52 Respondents comments include:

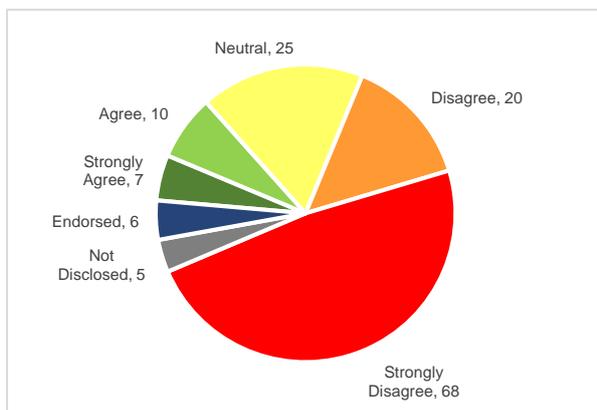
'If the SRA can estimate both the likely savings to premiums on the one hand, and the nature and number of claims that would go unpaid as a result of the change on the other, then a comparison could be made of costs and benefits. This data is a pre-requisite to being able to determine whether this change would enhance or undermine the regulatory objectives. We are therefore not completely opposed to this change, but until the SRA produces evidence, we cannot support it either.'

- 53 *'This could add another complexity for retiring solicitors, who will need to consider purchasing top-up cover for their run-off period in order to cover former clients who expected to be covered by the existing MTCs.'*

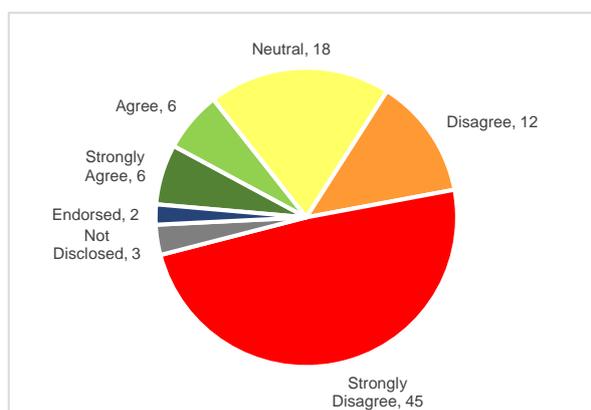
Question 10

To what extent do you agree that the changes to our PII requirements could encourage new firms to enter the legal services market increasing choice for users of legal services?

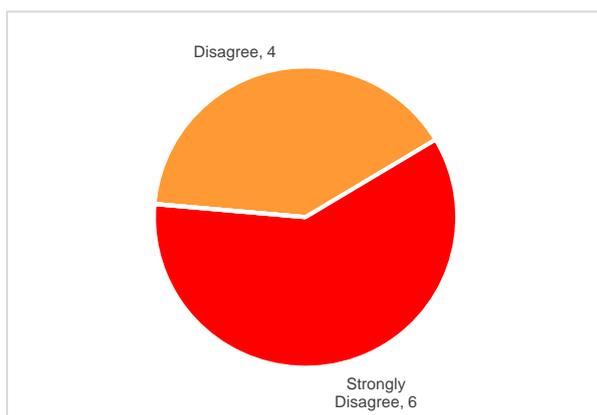
All



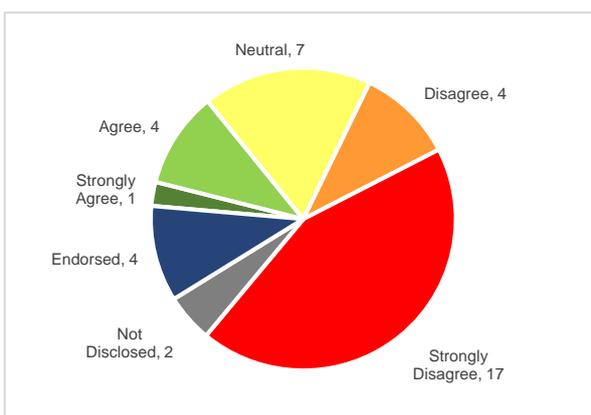
Legal profession



Insurers and brokers



All other



Summary of feedback

- 54 Respondents did not think that our proposed changes would encourage firms to enter the legal services market. They did not think that PII was a major barrier, nor that any minimal decrease to PII would act as a driver or incentive to enter. One respondent asserted that PII amounts to only around 5% of firm outlay. In terms of increasing choice for users of legal services, PII was seen as only a small piece of the 'big jigsaw'. It was highlighted that new firms would be in the same position of potentially having to buy expensive top – up cover as any other firm. This view was shared by all respondent types, with a high degree of consistency of response across all categories of respondent.

Respondent comments

55 Respondent comments include:

'Premiums are a significant expense. But the cost is not the barrier to entry. The proposals are unlikely to reduce the premium costs. Indeed, they are more likely to increase them where firms need to obtain the same level of cover as now.'

'If this does encourage any firms to enter the market, it will only be to provide consumers with a less professional and more risky service. That is not to be encouraged.'

'No evidence has been presented to demonstrate that PII does currently present a barrier to entry, nor has evidence been presented to show that these proposals would result in additional firms entering the market. Our discussions with insurers indicate the proposals would make a negligible difference in premiums only.'

Question 11

Are there any positive or negative EDI impacts from the proposed changes to our PII requirement that you think we have not identified

56 Most respondents did not see any EDI impacts arising from the proposed changes.

57 Respondents that gave comments expressed that more needed to be done to better understand the impacts and some highlighted that in any event the impact would be felt by smaller firms of which the majority were managed by BAME practitioners. Of those respondents that provided narrative comment, many argued that the potential EDI benefits that we had highlighted were based around assumed benefits for small firms and that they did not agree that these benefits would be realised.

'We are unconvinced that insurance costs would reduce materially as a result of these proposals, and therefore we believe that there would be no positive impacts for BAME firms; rather, we believe it likely that BAME firms, which are typically at the smaller end of the size spectrum, would be likely to suffer from being removed from residential mortgage panels and having to pay more for (if it can be sourced) top-up or separate conveyancing cover.'

Question 12

Are there any options for changes to our PII requirements that we are not proposing or have not identified that we should consider further? Please explain why and provide any evidence that supports your view

58 Most comments in response to this question came from insurers who asked us to consider issues they had identified in response to our previous consultation (2014) or discussed with us at separate meetings, for example:

- a review of the rationale to require incorporated practices to have higher levels of cover than unincorporated practices
- allowing insurers to refuse cover where a firm has not paid their premium or misrepresented on a proposal form
- reviewing who can provide PII cover, in light of recent insolvency events involving insurers
- clarification on what risks that could arise from a cyber-attack would or would not be covered by policies under the MTCs
- a comprehensive review of all the options for reforming run-off arrangements with a view to making it cheaper and easier for firms to secure cover
- how we regulate to stop law firms behaving in a way which provide grounds for making a claim.

Annex one: list of respondents

Name	Respondent Type
Publish the response with my/our name	
<i>Responses from organisations</i>	
4 New Square	Law firm or other legal services provider
Association of British Insurers	Representative industry group
Association of Women Solicitors	Representative industry group
Bailoran Solicitors	Law firm or other legal services provider
Bar Council	Other (Organisation)
Birmingham Law Society	Law society
BladeLaw	Law firm or other legal services provider
Bristol Law Society	Law Society
Burges Salmon LLP	Law firm or other legal services provider
Cardiff and District Law Society	Law society
Chancery Pii	Other (Organisation)
Chartered Institute of Legal Executives	Representative industry group
CILEx Regulation	Representative industry group
City of London Law Society	Law society
County Societies Group	Other (Organisation)
Criminal Cases Review Commission	Representative industry group
DAC Beachcroft LLP	Law firm or other legal services provider
Decoded: Legal	Law firm or other legal services provider
Ecohouse Victims Group	Representative consumer group
Express Solicitors	Law firm or other legal services provider
Hampshire Incorporated Law Society	Law society
Howden UK Group Ltd	PII broker
Ian Newbery & Co	Law firm or other legal services provider
Institute of Legacy Management	Representative industry group
International Underwriting Association	Representative industry group
JLT Group	PII broker
Joe Egan Solicitors	Law firm or other legal services provider
Junior Lawyers Division	Representative industry group
Law Society of England and Wales	Law Society
LawNet	Representative industry group
Legal Ombudsman	Other (Organisation)
Legal Risk LLP	Law firm or other legal services provider
Legal Services Consumer Panel	Representative consumer group
Leicestershire Law Society	Law society
Liverpool Law Society	Law society
Lloyd Rehman & Co.	Law firm or other legal services provider

Lloyd's Market Association Lockton	Representative industry group PII broker
Manchester Law Society	Law society
Mather & Co Solicitors	Law firm or other legal services provider
Middlesex Law Society	Law society
Miller Insurance	PII broker
Minster Law Limited	Law firm or other legal services provider
Morrish Solicitors LLP	Law firm or other legal services provider
MRTIPS	Law firm or other legal services provider
Newcastle upon Tyne Law Society	Law society
Northamptonshire Law Society	Law society
Nottinghamshire Law Society	Law society
Pearce West Employment Solicitors	Law firm or other legal services provider
Pett Franklin & Co LLP	Law firm or other legal services provider
Professional Negligence Lawyers' Association	Representative industry group
QBE Insurance Group	PII insurer
Slate Legal Limited	Law firm or other legal services provider
Sole Practitioners Group	Representative industry group
Solicitor Assist	PII broker
Surrey Law Society	Law society
UK Finance	Representative industry group
Zurich	PII broker

Responses from individuals

Alison Fielden	Solicitor
Andrew Harrison	Solicitor
Ann Mear	Other (Personal)
Becky Moyce	Other (Personal)
Charles Harris	Other legal professional
David Ofosu-Appiah	Solicitor
David Thomas	Solicitor
Fiona Swann	Other (Personal)
Graham Balchin	Solicitor
Jason Pearce	Solicitor
Janis Purdy	Solicitor
Jennifer Woodyard	Solicitor
John S Mackay	Non-legally qualified, working in legal services
Klearchos Kyriakides	Solicitor
Laurence Mann	Solicitor
Leigh Price	Non-legally qualified, working in legal services

Lionel Conner	Solicitor
Nicholas Davidson	Other legal professional
Oliver May	Other (Personal)
Peter Anthony Sloan	Solicitor
Peter Bloxham	Solicitor

Publish the response anonymously

Responses from organisations

ID-067	Law firm or other legal services provider
ID-089	Law firm or other legal services provider
ID-098	Law firm or other legal services provider
ID-112	Other
ID-118	Law firm or other legal services provider
ID-145	Other
ID-159	Law firm or other legal services provider
ID-166	Law firm or other legal services provider
ID-167	Law firm or other legal services provider
ID-196	Law firm or other legal services provider
ID-208	Law firm or other legal services provider
ID-221	Law firm or other legal services provider
ID-268	Law firm or other legal services provider
ID-273	Law firm or other legal services provider
ID-281	Other
ID-284	Law firm or other legal services provider
ID-294	Law firm or other legal services provider
ID-305	Law firm or other legal services provider
ID-323	Law firm or other legal services provider
ID-331	Law firm or other legal services provider
ID-Anonymous1	
ID-Anonymous2	

Responses from individuals

ID-050	Lawyer
ID-059	Solicitor
ID-072	Solicitor
ID-079	Solicitor
ID-091	Solicitor
ID-095	Non-legally qualified, working in legal services
ID-100	Solicitor

ID-102	Solicitor
ID-127	Solicitor
ID-170	Solicitor
ID-172	Solicitor
ID-178	Non-legally qualified, working in legal services
ID-205	Solicitor
ID-217	Solicitor
ID-227	Solicitor
ID-230	Solicitor
ID-256	Solicitor
ID-278	Solicitor
ID-283	Solicitor
ID-287	Other legal professional
ID-289	Solicitor
ID-307	Solicitor
ID-314	Solicitor
ID-324	Solicitor
ID-327	Solicitor
ID-333	Other legal professional

Publish my/our name but not the response

Responses from Organisations

Aon plc	PII broker
Association of South Western Law Societies	Law society
Devon and Somerset Law Society	Law society
Honne Limited / Legal Eye	Law firm or other legal services provider
Purdys Solicitors	Law firm or other legal services provider

Responses from individuals

Jeffrey Forrest	Solicitor
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