

CLC Practice, which has asked not to be named

Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3? **No**, we feel that we should remain with an option to have a block policy. It gives smaller firms peace of mind that we won't be charged vastly higher premiums by insurers who feel we may be a higher risk than the large firms.

(B) Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close? **Yes**

(C) Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively? **No**

Bannister Bates Limited (CLC Practice)

(A) Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3? **Yes**

(B) Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close? **Yes**

(C) Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively? **Yes**

Kapasi & Co Limited (CLC Practice)

(A) Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3?

No. My experience with the open market indemnity is that it leads to much stress and confusion at the time of renewal. I can say this as a solicitor who used to be regulated by the Law Society. Indeed the open market regime discriminates against firms like mine, being a sole practitioner from an ethnic minority background. I feel that if we are left to the open market the insurers will cherry pick who they want to insure, leaving the rest of us with inflated premiums, or as in my last year of practising under the law society, no cover at all and I then converted to the CLC. This is despite having been in practice for over 6 years with no claims against my firm at the time of renewal. If the CLC went to the open market, it would drive small firms like mine to close down or to sell out to larger firms. This means less choice for consumers. Further, the CLC should note the panic the firms regulated by the Law Society face each and every year when it comes to renewal time. The CLC would be wise to take note of the media coverage relating to the renewal process experienced by firms regulated under the Law Society.

(B) Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close?

I agree to this, provided it does not impact on premiums payable under current terms to those practices which remain open.

(C) Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively?

No, I do not agree as I do not want to go to the open market. It will lead to discrimination against my firm.

Sabera Kapasi, Licensed Conveyancer

SRA Practice, which has asked not to be named

(A) Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3? **Yes**

(B) Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close? **Yes**

(C) Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively? **Yes**

SRA Practice, which has asked not to be named

Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3? **YES**

Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close? **YES**

Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively? **YES**

Simply Conveyancing Property Lawyers Limited (CLC Practice)

(A) Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3? **Yes**

(B) Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close? **Yes**

(C) Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively? **Yes**

Helen Torresi

Aon (Insurance Brokers)

Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3?

We are experienced in helping the solicitors sector move from mutual to open market Insurer placements. On the whole this has been successful with many firms paying less than they were into SIF. In addition, the Insurance market has been very proactive with delivering Risk management to firms throughout.

Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close?

We have discussed in consultation with SRA that the run off provision for solicitors should be more efficiently charged, as we see many firms suffering with the run-off cost as a barrier, however this is counter balanced by Insurers appetite to be in the market if they perceive that they cannot charge for run-off, nor build it into their rating whilst remaining competitive.

Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively?

We would be interested in talking to insurers that we have existing relationships with, with a view to them becoming participating insurers under the new framework. Is this something that the CLC would consider, and if so is a copy of the Participating Insurers agreement available for us to view please?

Hewitts Ingham (CLC Practice)

- A. Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3?

No – the current arrangements work perfectly well so far as I can see and the proposal would create a system similar to SRS regulated firms which have seem many unable to afford premiums and have to wind up.

- B. Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close?

Yes – this is just a reversion to how it was at the beginning, before the insurance companies saw an opportunity to increase their income for very little risk.

- C. Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively?

Yes, subject to any necessary changes resulting from the negative answer to A.

Malcolm Ingham

Cartin Lincoln Haynes (CLC Practice)

- (A) Do you agree with the proposal for the CLC to permit insurers who sign up to its Participating Insurers Agreement to provide professional indemnity insurance for CLC practices incorporating the CLC PII Policy Wording at Annex 3?

I'm not sure exactly what you are suggesting here. I think LC practices have been protected in recent years by having the Master Policy. Surely lessons should be learned from the experiences of solicitors. They were allowed to go out to the open market, which was great in the good times and insurers were keen to insure them, but as soon as things got hard hundreds of firms had to close down because they were unable to get insurance. I also feel that many LC practices are sole practitioners and sticking together under one policy must surely make it cheaper. I am very disappointed that the likes of the SLC have sought to offer alternatives which, in the long run may provide a job for them but, in my view, will be nothing but trouble for LCs. In the past I have liked to think that if the CLC thought something was a good idea then I would support it. However, I am concerned on this issue that the CLC may be being lobbied by a select number of LC firms whose size and negotiating position are not reflective of the majority of LC firms.

- (B) Do you agree the proposal for run off cover to be provided to practices which close at no additional cost to those practices when they close?

If it is financially viable to offer this, then yes.

- (C) Do you agree the proposed amendments to the CLC's Professional Indemnity Code and Guidance and to the CLC's Professional Indemnity Insurance Framework at Annex 1 and 2 respectively?

Subject to the above, yes.

Susan Cartin, Licensed Conveyancer