



# **PROFESSIONAL NEGLIGENCE AND LIABILITY UPDATE**

**BRISTOL CONFERENCE**

**Thursday, 6th March 2025**

**PNLA & Bristol Law Society**  
**BRISTOL CONFERENCE**  
Thursday 6th March 2025

- 0900–0930 Registration and Refreshments
- 0930–0935 “Introduction”  
Ben Holt – VWV
- 0935–0945 “Chairs’ Joint Address”  
Joe Bryant – Beale & Co  
Katy Manley – PNLA & BPE Solicitors LLP
- 0945–1015 “The Judge’s perspective”  
His Honour Judge Jonathan Russen KC
- 1015–1045 “Insecure Costs: ATE & Security for Costs – Getting it Right”  
Mathew Pascall – Temple Legal Protection
- 1045–1100 Refreshments
- 1100–1140 “Is too much now expected of accountants and auditors?”  
Helen Evans KC – 4 New Square
- 1140–1220 “PNBA Adjudication Scheme v Mediation”  
Ivor Collett – Crown Office Chambers
- 1220–1300 “Duties to third parties and developments since White v Jones”  
Joss Knight – St John's Chambers
- 1300–1400 Lunch
- 1400–1440 “Claims against Insolvency Practitioners”  
Holly Doyle - Guildhall Chambers
- 1440–1510 “Claims involving Costs”  
Nicholas Lee – Paragon Costs Solutions
- 1510–1545 “Claims against Financial Services Professionals”  
Terence Dickens – VWV
- 1545–1555 Refreshments
- 1555–1635 “The Insurance Broker’s Perspective”  
Neil Williams & Michael Blüthner Speight - Howden Group  
Joe Bryant - Beale & Co
- 1635–1655 “Panel discussion session - Improving the protocol - disclosure - ADR and more!”
- 1655–1700 “Chairs’ closing remarks”

**PROFESSIONAL NEGLIGENCE AND LIABILITY  
BRISTOL CONFERENCE  
Thursday 6<sup>th</sup> March 2025**

**ATTENDEES (1 of 3)**

<b>His Honour Judge Jonathan Russen KC</b>		Bristol
<b>Michael Blüthner Speight</b>	Howden Group	London
<b>Caroline Brown</b>	Burges Salmon	Bristol
<b>Joe Bryant</b>	Beale & Co	Bristol
<b>Zoe Burge</b>	CMS Cameron McKenna Nabarro Olswang	Bristol
<b>Andrew Call</b>	4 New Square	London
<b>John Carter</b>	BPE Solicitors	Cheltenham
<b>Tadge Channer</b>	ARAG Law	Bristol
<b>Amy Clarke</b>	ARAG Law	Bristol
<b>Ivor Collett</b>	Crown Office Chambers	London
<b>Chris Cooney</b>	Campbell Courtney & Cooney	Surrey
<b>Nicholas Davidson KC</b>	Hailsham Chambers	Surrey
<b>Ffion Davies</b>	Foot Anstey	Bristol
<b>Terence Dickens</b>	VWV	Bristol
<b>Holly Doyle</b>	Guildhall Chambers	Bristol
<b>Helen Evans KC</b>	4 New Square	London
<b>Adam Finch</b>	HCR Legal	Cheltenham
<b>Cory Gilbert-Haworth</b>	Kennedys Law	London
<b>Richard Gore</b>	Temple Bright	Bristol
<b>Shannon Green</b>	ARAG Law	Bristol
<b>Helen Gregory</b>	Milsted Langdon	Bristol
<b>Simon Hateley</b>	Haslocks Ltd	Taunton
<b>Stuart Henry</b>	Taylor Rose	Bath
<b>Ben Holt</b>	VWV	Bristol

<b>Phillip Howell-Richardson</b>	Independent Mediators	London
<b>Marianne Johns</b>	RWK Goodman	Swindon
<b>Christopher Jolly</b>	Middletons Solicitors	Wiltshire
<b>Darren Kidd</b>	Clarke Willmott	Bristol
<b>Katherine King</b>	Osborne Clarke	Bristol
<b>Joss Knight</b>	St John's Chambers	Bristol
<b>Nicholas Lee</b>	Paragon Costs Solutions	Bristol
<b>Laura Loney</b>	ARAG Law	Bristol
<b>Emily Maliphant</b>	CMS Cameron McKenna Nabarro Olswang	Bristol
<b>Katy Manley</b>	PNLA & BPE Solicitors	Cheltenham
<b>Natalie McMahon</b>	BPE Solicitors	Cheltenham
<b>Gemma Mittell</b>	Stephens Scown	Exeter
<b>Karim Mohamed</b>	Lime Solicitors	London
<b>James Murray</b>	Wards Solicitors	Bristol
<b>Matthew Pascall</b>	Temple Legal Protection	Guildford
<b>Lily Percival</b>	Foot Anstey LLP	Bristol
<b>Simon Price</b>	RWK Goodman	Swindon
<b>Nicola Radcliffe</b>	RWK Goodman	Bath
<b>Philip Radford</b>	BPE Solicitors	Cheltenham
<b>Jenny Raymond</b>	HCR Legal	Cheltenham
<b>Helen Read</b>	Bristol Law Society	Bristol
<b>Andrew Reid</b>	Moore Barlow	Southampton
<b>Laura Robinson</b>	Clarke Willmott	Bristol
<b>Cyra Roshan</b>	Foot Anstey	Bristol
<b>Aysha Rukaiya-Ali</b>	Kennedys Law	London
<b>Joanna Sanders</b>	CMS Cameron McKenna Nabarro Olswang	Bristol
<b>Charlie Shillito</b>	Penningtons Manches Cooper	Oxford
<b>James Taylor</b>	Wards Solicitors	Bristol

<b>Samuel Taylor</b>	Loxley Solicitors	Gloucestershire
<b>Emma Treseder</b>	Kennedys Law	London
<b>Louise Tunstall</b>	Taylor Rose	Bath
<b>Neil Williams</b>	Howden Group	London
<b>Vashti Wyatt</b>	Beale & Co	Bristol
<b>Margaret Young</b>	Taylor Rose	Bath



**In association with:**



**Thanks to our sponsors:**





**Ben Holt**  
**VWV**

*“Introduction”*



## Ben Holt Partner

0117 314 5478  
bholt@vww.co.uk

Ben specialises in advising on complex disputes for businesses and institutions. He has particular expertise in relation to claims arising from mergers and acquisitions, information law, reputation management, supply of goods and services (including procurement) and professional negligence.

Ben has represented leading lenders in multi-million pound claim portfolios involving fraud and professional negligence. He regularly advises on business owner disputes and warranty claims following corporate acquisitions. Ben acts for both suppliers and contracting authorities in relation to procurement disputes. He has experience obtaining urgent injunctive relief relating to transmission of data, claiming conspiracy to injure, unlawful interference and inducement to breach contract.

Ben also leads the firm's Reputation Management team. This usually revolves around issues with social media and the internet, including: data breaches and privacy issues; defamation; harassment and Intellectualproperty infringements. He has a particular interest in tracing anonymous authors / online "trolls" and advising on removing infringing online material. His experience includes successfully challenging the jurisdiction of the Texan court in a commercial disparagement claim for \$30m relating to website content; and disputes involving the likes of the Daily Mail, the Telegraph, Channel 4 and the BBC.

*"Ben Holt is strong on commercial litigation when in need of a claim. Ben has been the voice of reason when dealing with issues we felt had the potential to impact our reputation." - Legal 500*

*"Ben is intuitive about what a commercial company should and shouldn't be doing when having to manage a crisis or issues where the law can support." - Legal 500*





**Joe Bryant  
Beale & Co  
&  
Katy Manley  
PNLA & BPE Solicitors LLP**

*"Chair's Introduction"*

## Joe Bryant

### Partner

T: +44 (0) 117 428 9333

M: +44 (0) 7786 679 602

E: [j.bryant@beale-law.com](mailto:j.bryant@beale-law.com)



Joe specialises in defending lawyers and insurance brokers (and their London market insurers) against claims for professional negligence and has an established client base including some of the largest legal and insurance firms both in the UK and internationally.

He advises on the full spectrum of issues facing the legal and broking professions, from M&A lawyers facing complex corporate and tax litigation on the one hand, through to Lloyds brokers having to deal with disputed declinatures and Insurance Act interpretation on the other. He is routinely instructed by the insurance market to act for its policyholders in resolving their disputes, as well as providing coverage advice on policy interpretation. Away from brokers and lawyers, Joe also acts (again predominantly through the UK insurance market) for construction professionals, having been involved in a wide range of claims both nationally and internationally over his 20 year career to date.

Joe's experience includes:

- Resolving a £55m claim against a midlands firm arising from an alleged failure to advise on the most appropriate structure for earn-out following a corporate sale.
- Succeeding at trial in defending a firm against allegations that they had failed to advise their client appropriately on the availability in divorce proceedings of a pension sharing order.
- Advising on claims arising from Bath Spa, the Olympic Stadium and the partial collapse of the M4 Brynglas Tunnels, as well as several claims under the Defective Premises Act.
- Joe is ranked in the legal directories as a leading lawyer in the field of professional indemnity, being ranked as Band 1 in Chambers 2023.

He regularly delivers risk management training to firms throughout the UK and speaks and writes widely on professional indemnity issues in the insurance market. Joe also co-wrote leading textbook "Insurance Broking Practice and the Law".



## Katy Manley LLB

PNLA President  
Consultant – BPE Solicitors

Katy Manley trained in London and qualified as a solicitor in 1989 moving to the west country in 1991.

She was made an equity partner in a leading Bristol practice in 1995 becoming Head of the Professional Negligence team. She remained with this firm until the launch of Manley Turnbull in 2006 which, until closure in 2022, specialised in professional negligence claims.

Katy is a founder member and President of the Professional Negligence Lawyers Association ('PNLA') launched in 2004. With the management team, Katy has been responsible for arranging seminars and events, lobbying Government and consultation with regulatory and other bodies. Through the PNLA seminars Katy has developed a very strong network of relationships with members of the Bar, experts and solicitors throughout the UK and Ireland with an identity of interest in this niche practice area.

Katy is one of the leading names for claimant professional negligence work and is known not only for her practice but also for publishing articles and lecturing on the subject.

**Publications:** Strategy & Tactics Chapter 4 – Simpson: Professional Negligence & Liability loose leaf

 **PNLA**  
Professional Negligence  
Litigation Association

**BEALE&CO**

**INTRODUCTION JOINT CHAIR**  
**JOE BRYANT OF BEALE & CO**  
**KATY MANLEY PNLA PRESIDENT & BPE SOLICITORS LLP**

Civil Justice

Counsel Final Phase 2 Report of November 2024 Amendments recommended to the  
Professional Negligence Pre-Action Protocol

1

---

---

---

---

---

---

---

---

**The Dispute Resolution Landscape in 2025**

- Pre-Action conduct
- CPR pilots
- Enforced mediation

2

---

---

---

---

---

---

---

---



## **PROFESSIONAL NEGLIGENCE PRE-ACTION PROTOCOL – JOINT COMMENTS ON AMENDMENTS FOR THE CIVIL PROCEDURE RULES COMMITTEE**

**27 January 2025**

### Introduction

The Professional Negligence Lawyers Association ('PNLA') together with the Forum of Insurance Lawyers Professional Indemnity Sector Focus Team ('FOIL') have been consulting as to the proposed amendments to the Professional Negligence Pre-Action Protocol. These groups of solicitors in combination represent a substantial portion of those engaged in acting for claimants and defendant professionals and their professional indemnity insurers respectively in disputes relating to professional negligence and liability.

### Proposal

Given that in practice the respective members of the PNLA and FOIL are using this protocol on a day-to-day basis it is proposed to offer our combined experience to the Civil Procedure Rules Committee to assess a draft of the changes that the CPRC are proposing to implement.

It is suggested that a meeting is held with a representative of the CPRC for discussion of the proposed amendments.

### Specific amendments for consideration

We have commented on the first group of amendments recommended by the Civil Justice Counsel in the Final Phase 2 Report of November 2024. We have inserted our comments in red (below).

The Final Report makes the following recommendations for changes to the Professional Negligence Pre-Action Protocol for the reasons explained in Section 7:

#### **'Recommendations**

##### **7.9 The current stocktake procedure be replaced with the revised General PAP stocktake procedure.**

- There is general agreement between the PNLA and FOIL that we do not want to see more formality at the stocktake phase. The current strength of the protocol is its flexibility and adaptability to a wide array of professional negligence claims. It is important that the stocktake remains a proportionate approach to reflect different claims values and complexity.

##### **7.10 The current timeframes work well for the parties and therefore we do not recommend any changes.**



**7.11 Although the PN PAP provides a comprehensive list of a range of dispute resolution procedures, we recommend expanding the explanation of each procedure.**

- As to Adjudication - it should be noted that the PNLA proposed in their CJC consultation response that the requirement in the claim letter paragraph 6.2(i) should also be reflected as an equivalent requirement in the Response letter regardless of the claimant's position.
- Further it could be of assistance in explaining this procedure (as per para 7.11) to refer to the decision of Mr Justice Fraser in *Beattie Passive Norse Ltd & Anor v Canham Consulting Ltd* [2021] EWHC 1116 TCC (30 April 2021) and to reference the specific scheme referred to and developed for this type of dispute by a working party of interest groups <https://pnba.co.uk/adjudication-scheme/>
- As to mediation, if this is to be used as a form of dispute resolution in professional negligence claims, there should be an indication that the mediation process should not be overly formalistic, and PNLA/FOIL would favour shorter position papers and the advance sharing of costs information.

**7.12 We recommend amending the PN PAP to make reference to the courts' powers to penalise the parties in costs/stay proceedings for non-engagement with a dispute resolution procedure.**

**7.13 Para. 3 of the PN PAP on compliance should be amended in line with para. 5.12 of the General PAP.'**

The second group of amendments that the PNLA/FOIL propose to the Professional Negligence PAP are as follows:

1. FOIL and the PNLA agree that there is scope to further refine the PAP to make the requirements more proportionate and to reflect claims value and complexity.
2. Disclosure - Costs are incurred substantially in most cases because of the amount of disclosure. Documents are typically not only hard copy professional files but include emails, texts and other electronic documents. FOIL and the PNLA support, in appropriate cases, the exploration of electronic/online platforms for sharing documents and saving costs.
3. Copies of protocol correspondence - it is suggested by the PNLA in their CJC consultation response that paragraph 6.4 of the protocol requiring claimants to copy letters to other parties in the same or related dispute should also be reflected in the obligations of the defendant professionals to copy their response letter to any such other parties.



The PNLA and FOIL would welcome a discussion with the CPRC on these matters.

Please contact:

Katy Manley (PNLA): [katy.manley@manleyturnbull.co.uk](mailto:katy.manley@manleyturnbull.co.uk); Tel: 01451 851 882

Dr Jeffrey Wale (FOIL): [jeffrey.wale@foil.org.uk](mailto:jeffrey.wale@foil.org.uk); Tel: 07775 251129



## **His Honour Judge Jonathan Russen KC**

*"The Judge's perspective"*





## His Honour Judge Jonathan Russen KC


His Honour Judge Jonathan Russen KC became the TCC Judge in the Bristol Business & Property Courts upon his appointment to the bench as a Specialist Civil Circuit Judge in October 2017. He is also the Circuit Commercial Judge in the Bristol B&PC and holds a section 9 Chancery ticket.

He regularly sits in the TCC and Circuit Commercial Court in London.

He was educated at his local comprehensive school in South Wales before reading law as an undergraduate at the University College of Wales, Aberystwyth followed by postgraduate study at Cambridge University.

He was called to the Bar in 1986 and practised in the fields of Chancery and Commercial litigation from London chambers between 1988 and 2017. He took silk in 2010 and was called to the bar in a number of offshore jurisdictions.

He is the co-author of *Financial Services Litigation* (OUP, 2020) and the contributor of a number of chapters in *Civil Fraud: Law, Practice and Procedure* (Sweet & Maxwell, 2019).



# The Judge's Perspective

## HHJ Russen KC

A couple of recent(ish) cases:

(1) *Richards v Speechly Bircham LLP* [2022] EWHC 935 (Comm)

(2) *Kay v Martineau Johnson* [2024] EWHC 2451 (Ch).





**Mathew Pascall**  
**Temple Legal Protection**

*“Claims involving ATE & Litigation Funding”*

**Matthew Pascall**  
Legal Director  
Head of Commercial



Matthew was called to the Bar in 1984 and joined Guildford Chambers two years later. Spending more than 30 years in practice there, he was listed as a Legal 500 Tier One barrister.

He joined the commercial team at Temple Legal Protection as Senior Underwriting Manager in 2017.

Matthew was appointed to Temple's Board in December 2022 as Legal Director and Head of Commercial.

His knowledge of the commercial legal sector and litigation practice is invaluable to the business and our clients, providing specialist experience to lead the commercial litigation insurance team.

temple  
legal protection

## Insecure Costs? ATE & Security for Costs

Matthew Pascall  
Legal Director & Head of Commercial  
Temple Legal Protection Limited



WE HELP MORE

www.temple-legal.co.uk  
Your trusted insurance partner

in partnership with RSA

1

---

---

---

---

---

---

---

---

---

---

temple  
legal protection

## Security for Costs

Basics

CPR Rule 25.13 (2) (a) to (g)

Key Conditions

Claimant is:

- Resident out of the jurisdiction
- Company/body & reason to believe unable to pay costs

*the claimant has taken steps in relation to his assets that would make it difficult to enforce an order for costs against him.*

www.temple-legal.co.uk  
Your trusted insurance partner

in partnership with RSA

2

---

---

---

---

---

---

---

---

---

---

temple  
legal protection

## Security for Costs

Is an ATE Policy Good Enough on Its Own?

No

Typical ATE policies and underlying insurance law permit the insurer to void a policy or rely on an exclusion clause to avoid paying a claim – see **Premier Motorauctions Ltd (In Liquidation) v PricewaterhouseCoopers LLP** [2017] EWHC Civ 1872

Akenhead J in **Michael Phillips Architects Ltd v Riklin** [2010] EWHC 834 (TCC):

“... it is necessary where reliance is placed by a claimant on an ATE insurance policy to resist or limit a security for costs application for it to be demonstrated that it actually does provide some security. Put another way, **there must not be terms pursuant to which or circumstances in which the insurers can readily but legitimately and contractually avoid liability to pay out for the defendants costs.**”

www.temple-legal.co.uk  
Your trusted insurance partner

in partnership with RSA

3

---

---

---

---

---

---

---

---

---

---

**temple**  
legal protection

## Security for Costs

**Anti-Avoidance Endorsements**

To meet the concerns identified in *Premier Motorauctions* and *Michael Philips Architects*, insurers can issue an anti-avoidance endorsement ("AAE") to strip away the insurer's right to void a policy or rely on an exclusion clause to avoid payment.

For a recent example of an unsuccessful attempt to challenge the effectiveness of an ATE policy with an AAE see **Musst Holdings Limited v Astra Asset Management UK Limited, Astra Asset Management LLP [2024] EWHC 2310 (Ch)**

www.temple-legal.co.uk  
Your trusted insurance partner

In partnership with **RSA**

4

---

---

---

---

---

---

---

---

---

---

**temple**  
legal protection

## Security for Costs

**Asertis Ltd v Bloch [2024] EWHC 2393 (Ch)**

Criteria for requiring security were met in the light of C's financial status.

*"An ATE policy will rarely provide the same level of security as a payment into court but, of course, it may very well be that, in the event, the policy would pay out without difficulty. All the defendant is required to show on an application such as this, however, is that there is a real, as opposed to fanciful, risk that the ATE policy will not respond in full (see Ingenious at paragraph 138) or, in Master Steven's words in Giaquinto , at paragraph 79, an "unjustifiable element of doubt about the extent of the cover"*

www.temple-legal.co.uk  
Your trusted insurance partner

In partnership with **RSA**

5

---

---

---

---

---

---

---

---

---

---

**temple**  
legal protection

## Security for Costs

**Asertis Ltd v Bloch [2024] EWHC 2393 (Ch)**

The Policy:  
Cover: £250,000 of which £160,000 was the subject of an AAE.  
The AAE stripped out the Insurer's remedies in the event of the Insured having failed to make a fair presentation of the risk.  
But: "[the policy] does not clearly specify what might happen if there is a failure to disclose a material circumstance during the currency of the policy. If that were to happen, it seems to me that it is at least arguable that the right to terminate the policy set out in clause 4 arises."

www.temple-legal.co.uk  
Your trusted insurance partner

In partnership with **RSA**

6

---

---

---

---

---

---

---

---

---

---

**temple**  
legal protection

## Security for Costs

---

**Asertis Ltd v Bloch [2024] EWHC 2393 (Ch)**

Cancellation where merits fall below 50%. The policy stated:  
*"If during Your Litigation Your Solicitor deems that You no longer have a greater than 50% chance of Success or We feel that You have breached the requirements of the policy, We will be entitled to cancel this policy by giving You 30 days written notice at Your last known address."*

This provision was not deleted or modified by the AAE.

The policy prohibited a change of solicitor without the insurer's approval. It did not state what the consequence of a breach was but see above.

Policy was clear that no benefit was conferred on the Defendant.

A lengthy set of exclusions were not deleted under the AAE.

---

www.temple-legal.co.uk  
Your trusted insurance partner

In partnership with **RSA**

7

---

---

---

---

---

---

---

---

---

---

**temple**  
legal protection

## Security for Costs

---

**Asertis Ltd v Bloch [2024] EWHC 2393 (Ch)**

Judge concluded:

*"Mr Bloch has no means of enforcing it directly for his benefit, exposing him to a risk that the proceedings of the policy would not be available to him in the event of the insolvency of Asertis, and no means of policing compliance with the numerous conditions on which payment is contingent. The termination provisions provide no mechanism for informing Mr Bloch if the policy was to be brought to an end and it is not clear, as Mr Tucker seemed to accept, whether in the event of termination the insurer would remain liable to pay a sum to cover Mr Bloch's reasonable costs up until that point."*

---

www.temple-legal.co.uk  
Your trusted insurance partner

In partnership with **RSA**

8

---

---

---

---

---

---

---

---

---

---

**temple**  
legal protection

## Security for Costs

---

**AAE Check-list**

Compare the judgments in *Musst* and *Asertis*;

AAE must clearly state that the insurer:

- a) Will not void the policy for any reason;
- b) Will not rely on any exclusion clause in the policy.

The AAE should

- a) Specifically and explicitly delete exclusion clauses;
- b) Confer benefit of the policy on the Defendant and make the Defendant a loss payee under the policy;

---

www.temple-legal.co.uk  
Your trusted insurance partner

In partnership with **RSA**

9

---

---

---

---

---

---

---

---

---

---



**Security for Costs** temple  
legal protection

---

**AAE Check-list**

- c) Where insurer terminates (usually where material deterioration in prospects of success), cover will be provided in respect of adverse costs up to date of termination;

Consider asking insurer to provide that notice of termination be given to Defendant;  
Consider a clause that removes the Insured's right to cancel the policy.

---

www.temple-legal.co.uk  
Your trusted insurance partner in partnership with RSA

10

---

---

---

---

---

---

---

---

---

---

**Security for Costs** temple  
legal protection

---

**And finally...**

Expect to pay more for an AAE!

---

www.temple-legal.co.uk  
Your trusted insurance partner in partnership with RSA

11

---

---

---

---

---

---

---

---

---

---

**Questions?** temple  
legal protection



---

www.temple-legal.co.uk  
Your trusted insurance partner in partnership with RSA

12

---

---

---

---

---

---

---

---

---

---



**Helen Evans KC**  
**4 New Square**

*“Is too much now expected of accountants and auditors?”*

OUR PEOPLE

## Helen Evans KC

CALL 2001

SILK 2022

LEGAL 500

“She provides technically excellent advice and is a real fighter.”



✉ [hm.evans@4newsquare.com](mailto:hm.evans@4newsquare.com)

☎ +442078222132

### Helen Evans KC is a leading barrister practising in professional liability, disciplinary, regulatory, insurance coverage, fraud, contempt of court and commercial work.

Helen believes in cutting through complexity and bringing a rigorous strategy to her cases. She is a clear and robust advocate, calm under pressure, and relishes working in a team.

Helen is ranked by the legal directories in the fields of professional liability, insurance and professional discipline. She has been noted as being “*formidable on paper, on her feet and in cross-examination*”, “*able to make the judge see exactly what she wants*” and having a “*wonderful ability to drill down to the core facts, paring away all that is irrelevant and presenting things in a clear and reasoned manner*”. She has also been described as “*intellectually brilliant, a clear thinker who cuts to the chase*” and as someone who can “*unpick the most complicated of cases*”. In addition, she has been commended as “*hands on and approachable*”, operating “*very much as part of the team*”, and as being “*efficient and available*” despite being in “*huge (and well-deserved) demand*”.

Helen’s recent accountancy and audit related work includes acting for a Big 4 Firm being sued over tax advice by a hedge fund billionaire, and representing the main KPMG partner in the FRC proceedings arising out of the collapse of Carillion (which was named by the Lawyer as one of the top 20 cases of 2022). She is proficient in financial services related matters, as well as in dealing with the fallout of corporate collapses and failures by directors.

Helen is also involved in high-profile cases involving solicitors and barristers. In recent years she has appeared in notable lawyers’ claims in the Court of Appeal, such as the leading case on abuse of process in claims against solicitors (*Allsop v Banner Jones*), the insurance coverage dispute arising out of the Jirehouse fraud (*Discovery Land v AXIS*) and a challenge to the disbarment of a barrister (*Bar Standards Board v Sophia Cannon*).

Helen regularly undertakes regulatory and disciplinary work. She has represented a number of solicitors in investigations or in proceedings before the SDT, particularly involving the anti-money laundering regime or misuse of client accounts. She has both prosecuted and advised barristers in disciplinary matters. She has also acted for numerous accountants and auditors in FRC and other disciplinary investigations and proceedings.

Helen has particular expertise in obtaining freezing and other injunctions in claims involving professionals, as well as bringing and defending contempt of court proceedings (including in the Court of Appeal). She also has considerable experience of insurance coverage disputes, (both in court and in arbitration) and litigation arising out of share purchase agreements.

Helen is co-editor of the solicitors' and barristers' chapters in Jackson & Powell on Professional Liability. In 2024 she was appointed as the Chair of the Appeal Committee of the Chartered Institute of Management Accountants.

Prior to taking silk Helen was named Chambers and Partners Junior of the Year in the Professional Negligence category. She was also a Deputy District Judge and a member of the former BSB panel of prosecuting counsel.

In 2022 Helen was "Lawyer of the Week" in The Times for her work on a claim against lawyers and arbitrators.

## Privacy Policy

Click here for a [Privacy Policy](#) for Helen Evans KC.

## Transparency Statement

Click here for a [Transparency Statement](#) for Helen Evans KC.

## Expertise

## Professional Liability

---

***"Helen is extremely bright, organised and a real asset to any legal team. She is able to get straight to the nub of thorny issues and execute the most detailed of strategies and police them all." "Technically very strong and a pleasure to work with." "Helen is a capable and experienced barrister providing sensible commercial advice." "Helen's intellect and experience in professional negligence matters shines through in her excellent advocacy and written work." – Chambers & Partners, 2024***

***"Helen is very hands on and approachable. Her technical skills are exceptional. She is able to make the judge see exactly what she wants." – Legal 500, 2024***

***"She is fantastic on her feet. Knows the detail inside out and unflappable, but not arrogant. In fact she is the opposite of that and is incredibly kind and personable. She is a technician as well as showing being commercially sensible and astute. It is always a pleasure working with her." "Helen is very hands on and approachable; she operates very much as 'part of the team'. Her attention to detail is second to none and you are always confident that she has thought through every point and angle. Her technical skills are exceptional. Her advocacy is clear and precise; she is able to make the judge see exactly what she wants." – Legal 500***

***"Helen is great to work with. She is efficient and available despite being in huge (and well-deserved) demand." – Chambers & Partners***

***"She is such a pleasure to work with. Clients really like her; frankly it's impossible not to. She's impressively on top of the detail, she grasps issues very quickly and her drafting skills are second to none. She takes a very tactical, sensible and commercial approach." "Helen is incredibly astute, not afraid to really get into the details of a case and excellent with clients." "Fantastic. She gives clear, effective advice and is a pleasure to work with." – Chambers & Partners***

***"She is in a class of her own: wonderfully hands-on and pitch perfect in her ability to grasp the issues" – Legal 500***

***"She is brilliant at getting stuck into a claim and working as part of a team with solicitors. Her drafting and technical ability are excellent and she never misses a trick." "She is very good on the detail, gets to grips with the case quickly, is very good at managing clients and building rapport, and her advice is very commercial and realistic." – Chambers & Partners***

Helen has been described by the Legal Directories as "one of the most highly regarded barristers in the field", "highly sought after for her professional negligence expertise" and "considered a go-to by solicitors." She has been recommended for her professional liability work for some years in the Legal 500, Chambers and Partners, Who's Who Legal and Legal Experts. Comments include that

Helen is “not afraid of standing up and fighting for a point”, that “she provides technically excellent advice and is a real fighter” and that she is “formidable on paper, on her feet, and in cross-examination”. Her work is described as being of “exceptionally strong quality” and “commercial”, and she is commended for her “first-rate service.”

Helen handles a broad variety of claims against solicitors. Examples include *Allsop v Banner Jones* (a leading Court of Appeal case on abuse of process) and *Brearley v Higgs & Sons* (relating to the application of loss of chance principles to allegations of dishonesty). Helen has acted in several pieces of large multi-party or managed litigation (including large frauds and “right to buy” schemes). Helen has also acted in numerous barristers’ negligence cases and has experience of wasted costs claims and civil restraining orders. Helen is the co-editor of the solicitors’ and barristers’ chapters in Jackson & Powell on Professional Liability (with Hugh Evans). She also undertakes disciplinary work and acts in proceedings before the Solicitors’ Disciplinary Tribunal and Bar Disciplinary Tribunal.

Helen has particular expertise in claims against financial professionals, including accountants, auditors, insolvency practitioners and IFAs. Such claims have encompassed a wide variety of negligent tax and investment schemes, due diligence, business valuation and advice about financial products. She has considerable experience of claims with a financial services, insolvency or auditing element. In recent years, Helen has acted in relation to several sets of proceedings brought by the Financial Reporting Council, and has also represented clients in ICAEW and ACCA matters.

Helen also acts in disputes against surveyors and valuers (many of which have involved alleged large scale frauds). She has represented banks bringing claims against a variety of professionals arising out of property frauds as well as for the professional defendants. She is well regarded for her expertise in obtaining freezing injunctions and other urgent interim remedies arising from fraud.

## Lawyers

---

Helen is co-editor of the chapters on solicitors and barristers in Jackson & Powell on Professional Liability, and her lawyers’ liability practice has a broad scope:

- Helen appeared as sole counsel in the Court of Appeal in the leading collateral attack case of *Allsop v Banner Jones*. She also appeared in *Asif v Freer Askew Bunting*, struck out for abuse of process involving similar issues;
- A large number of Helen’s arise out of frauds. She is highly regarded for her work in obtaining urgent freezing orders and other interim remedies. In recent years Helen has acted numerous sets of complex sets of claims brought by firms against “rogue” solicitors arising from frauds, one of which culminated in committal proceedings challenged as far as the Court of Appeal;
- Helen has particular expertise of claims against solicitors arising from employment matters, particularly involving advice on restrictive covenants or fiduciary duties (e.g. where solicitors have advised on team moves). She appeared in *Brearley & Ors v Higgs & Sons*, a lengthy High Court trial arising from a prominent businessman being prevented by an injunction from pursuing a new venture;
- Helen also has extensive experience of dealing with cases arising from Financial Remedies on divorces and other aspects of matrimonial work. These cases have involved issues as diverse as assets being dissipated by one spouse, the proper division of assets between spouses, problems arising from settlements and concealment and non-disclosure. She is involved in a number of disputes relating to the valuation of pensions and other assets on divorce and appeared in *Lewis v Cunningtons*. Helen formerly sat as Deputy District Judge, with a family ticket;
- Helen has also dealt with numerous claims arising from solicitors’ or barristers’ regulatory matters, such as the operation of client accounts or committal proceedings brought against a QC for contempt of court;
- Helen has also acted in a number of negligence claims against barristers. Her work for and against barristers includes a diverse range of cases, including financial remedies undue influence claims, and allegedly mishandled disciplinary claims;
- Helen has been involved in several cases involving difficult or controversial issues of limitation and over many years has gained extensive experience of complex multi-party litigation;
- Helen also has considerable experience of advising on cases involving procedural defaults, and appeared in *Al-Fozan v Quastel Midgen*, a leading case on claimants’ “warehousing” proceedings.

## Accountants, Auditors & Actuaries

---

Helen is well regarded for her work involving accountants and auditors, which has included the following:

- A wide range of auditors' negligence cases, involving issues such as inadequate planning, inadequate conduct of an audit and complex causation, loss and damage points. Helen's experience of auditors' negligence work also encompasses failure by auditors to spot fraud perpetrated by directors or employees. Helen is also often called on to act for auditors in investigations or proceedings brought by the FRC or other professional bodies. She acted for a former KPMG partner in the FRC proceedings arising out of the audit of Carillion;
- Claims arising from negligent tax planning: in 2023, Helen acted for Big 4 firm defending a multi-million pound claim relating to Enterprise Zone relief. In recent years Helen has also acted in several sets of proceedings arising out of EBT schemes, some of which involved allegations of deceit and breach of fiduciary duty. She also has experience of film finance, SDLT and other areas of tax planning;
- Cases with a financial services element, particularly involving Collective Investment Schemes;
- Disputes over the valuation of businesses (e.g. in the context of shareholder disputes or sales) or errors in due diligence on the purchase of large companies;
- Litigation by insolvency practitioners against directors and officers (often involving onward claims against auditors and accountants);
- Helen also has experience of dealing with claims involving complicated accountancy and actuarial expert evidence, such as valuing lost profits, identifying increased costs, valuing assets and businesses and tracing misappropriated funds. Helen has also advised in relation to the potential liabilities of accountants acting as expert witnesses.

## Financial Services Professionals

---

Helen has been involved in a number of claims against independent financial advisors including claims arising from a range of financial products such as equity release schemes and various mortgage, insurance and pension vehicles as well as offshore investments and tax schemes. She has also been involved in cases of allegations of mis-selling as well as negligent advice and investment strategy.

Recent examples of her work include:

- Involvement in several multi-million pound and multi-party claims (and potential claims) relating to alleged Unregulated Collective Investment Schemes;
- Proceedings arising from allegedly negligent structuring of a tax-efficient income scheme;
- Various substantial claims relating to mis-selling of geared traded endowment policies;
- Litigation arising from interest rate swap products;
- Several pieces of litigation arising out of inadequate or inappropriate inheritance, income or corporation tax mitigation advice;
- Litigation arising out of the sale of inappropriately risky investment products;
- Litigation against directors and officers (including under the Insolvency Act 1986);
- Advising on complaints to the Financial Ombudsman's Service or Financial Services Compensation Scheme.

## Directors and Officers

---

Helen has acted in a number of disputes involving the alleged wrongdoing of directors and officers. Recent examples of her work include

- A claim by a company against a former director for breach of duty to the company plus involvement in an unlawful means conspiracy and breach of trust;
- A claim against directors of a BVI company for diversion of income;
- Advising auditors on claims against directors of a company relating to inadequate internal controls and fraud by an employee;
- Acting for the financial director of a company in relation to disciplinary proceedings against him brought as a result of his status as a qualified accountant;

- Advising directors and officers on the D&O insurance aspects of an unfair prejudice petition brought by a member of a company relating to directors' alleged breaches of the Companies Act 2006.

## Insolvency Practitioners

---

Helen has experience of defending insolvency practitioners from claims arising out of the allegedly negligent conduct of administrations or liquidations. Such claims have involved issues such as:

- The alleged failure to pursue claims against or to restrain the activities of directors;
- A failure to realise the company's assets and/or under-valuation of assets;
- Negligence regarding the novation of an insolvent company's contracts to a new company;
- Pursuing litigation against professional advisers where a company's claim is tainted by the fraud of directors.

Helen has extensive experience of defending professionals against claims initiated by insolvency practitioners, including direct claims and misfeasance proceedings under the Insolvency Act.

## Surveyors and Valuers

---

Helen has acted on a number of claims both for and against valuers, involving residential and commercial premises (and both one-off and portfolio valuations);

Examples of Helen's work include the following:

- Defending a national firm of solicitors whose valuers were accused of deceit and involvement in mortgage fraud;
- Acting for mortgage lenders with regard to the involvement of panel valuers in large-scale fraudulent property transactions (including allied applications for *Norwich Pharmacal* relief relating to funds passing between other parties allegedly involved in the fraud);
- Acting successfully at a 6-day trial for a mortgage lender suing a national firm of surveyors with regard to the valuation of domestic property in South Wales. The case involved allegations of negligent lending practices as well as valuation issues, and entailed detailed cross-examination of expert witnesses over several days;
- Advising a bank with regard to a claim for negligent valuation of retail premises (including issues of overvaluation based on yield);
- Advising various lenders with regard to claims for alleged breaches RICS Red Book guidelines on valuing new build properties;
- Advising various lenders and firms of surveyors with regard to claims for negligently overvalued commercial and residential property (including claims arising out of large investment portfolios).

## Insurance Brokers & Agents

---

Helen also has wide experience of claims both for and against insurance brokers, from disputes arising over one-off policies to placing larger insurance schemes. Her work involves a wide range of insurance products, from property and professional indemnity insurance to medical and disability insurance.

Recent examples of Helen's claims include:

- Acting for claims handling agents in multi-party litigation arising out of a large book of motor insurance business;
- Acting in a claim against brokers arising out of negligently placed credit risk insurance;
- Numerous pieces of litigation against brokers for inadequate explanation of terms/procuring inadequate cover (and failing to appreciate the exclusions or conditions of a policy);
- Allegations of fraud/breach of fiduciary duty against brokers based on their alleged mis-representation of cover allied with their desire to earn commissions;
- Coverage litigation arising from brokers' professional indemnity insurance and whether brokers were acting pursuant to an undisclosed binding authority;

- Claims relating to failure to notify and late notification.

## Insurance & Reinsurance

---

Helen's insurance practice spans professional indemnity, financial lines, D&O, construction, property, and other types of cover. Much of her work involves a fraud, corporate or insolvency element. She acts for both insurers and insured. Helen is at home in both litigation and arbitrations and has experience of acting for insurers in freezing injunction applications, including against their own fraudulent insureds.

Helen has been recommended for many years for insurance work in the Legal 500. Recent editions describe her as:

- *“intellectually brilliant, a clear thinker who cuts to the chase, and has exceptional knowledge of professional indemnity insurance. One of the most thorough barristers I have ever dealt with”;*
- *“responsive, organised, focused, clear, and good with clients”;*
- *“able to cut through large volumes of material and get to the nub of the problem”.*

### Professional indemnity, financial lines and related insurance

Helen has extensive experience in coverage disputes arising out of professional practice, in particular involving solicitors and financial professionals. Helen represented AXIS (along with Patrick Lawrence KC) in the Court of Appeal in its coverage dispute arising out of the fraud at the Jirehouse practices (*Discovery Land LLC v AXIS*).

Other examples of Helen's recent work in this area include:

- Advising insurers of a financial services company about whether a director's dishonesty could be attributed to the company.
- Advising on the application of professional indemnity policies to regulatory or financial ombudsman matters, and in particular coverage for fines or ombudsman's costs.
- Acting for litigation funders on a coverage dispute against the insurers of an allegedly negligent firm of solicitors, which had exposed the funders to having to pay a defendant's multi-million pound cost award.
- Advising on the aggregation of numerous mis-selling claims under a financial lines policy.
- Advising insurers on whether they were required to indemnify solicitors and accountants providing services falling outside the usual scope of their role.
- Advising insurers for construction professionals about the adequacy of notification and whether the nature of the work being undertaken fell within the insuring clause.
- Acting in a dispute over the applicability of D&O cover to a shareholders' dispute.
- Acting for and against insurance brokers sued for negligence in relation to the cover they had procured for clients.
- Defending claims against professional advisers for prejudicing a client's insurance cover or delaying insurance claims.

Helen's insurance coverage work tallies well with her extensive experience of professional liability, disciplinary, corporate, financial services and injunctive matters.

### Other types of insurance

Helen is also frequently called on to advise on other types of insurance dispute, most frequently with a construction, financial, insolvency, motor or property damage connection. Examples of this type of work include:

- Advising insurers on the complex interplay between the outcome of an Early Neutral Evaluation and a coverage dispute in a construction matter.
- Acting on multi-party managed arbitrations arising out of business interruption claims.
- Acting in a High Court coverage dispute relating to credit risk insurance after a large corporate collapse (as well as an allied claim against insurance brokers).
- Acting on managed claims against cover-holding or other insurance agents. In this regard, Helen has been instructed in two sets of large scale proceedings involving the handling of thousands of underlying motor insurance policies across a number of years.



- Advising insurers in a jurisdictional dispute concerning the appointment of arbitrators to determine a coverage claim involving a fraud on an Isle of Man company.
- Advising in disputes arising out of aviation hull and liability insurance (including freezing injunctions in that context and/or potential claims against brokers).
- Advising an individual in a dispute over whether a life insurance policy had been written for their benefit.
- Acting on claims arising out of fires, floods and other types of damage, particularly those involving allegations of dishonesty or other wrongdoing against insureds.
- Advising in disputes over costs, including claims relating to legal expenses insurance and whether insurers have “maintained” litigation and exposed themselves to costs liability as a result.

## Regulatory & Disciplinary

---

Helen’s disciplinary and regulatory practice is primarily focused on solicitors, barristers, accountants and auditors. She frequently acts in high profile Financial Reporting Council and Solicitors Disciplinary Tribunal proceedings, as well as in disciplinary proceedings against barristers. Helen is often brought into matters early, at the confidential investigation stage, to advise on and help shape the strategy. She also has a specialism in dealing with contempt of court applications against professionals.

Helen has recently been described by Chambers & Partners as “**a very well-respected and very capable silk**” in the field of professional discipline. Other comments in the directories include “**a name to note as she is instructed in high-profile disciplinary matters**”, “**unflappable under pressure**” and “**she knows her stuff in regulatory issues like no one else**” (Legal 500).

In 2024 Helen was appointed as the Chair of the Appeal Committee of CIMA, the Chartered Institute of Management Accountants, a part-time role involving hearing appeals against disciplinary tribunal findings.

### Featured Regulatory & Disciplinary cases

#### Accountancy/Audit

- Acting for the KPMG audit partner, Peter Meehan, in the FRC proceedings arising out of the audit of Carillion (*FRC v KPMG & Ors, 2022*);
- Advising numerous national firms of accountants/auditors (including Big 4 and large national firms) in relation to multiple investigations by the FRC, ICAEW and offshore regulators;
- Acting for the finance director of the Equity Red Star Lloyd’s Syndicate in long-running FRC proceedings relating to the adequacy of the Syndicate’s reserves (*FRC v KPMG and Morgan*);
- Defending proceedings before the ACCA regarding inadequate audits and defective reports to the SDT about solicitors’ accounts (*ACCA v Woodhouse* and *ACCA v Mungur*).

#### Solicitors and Barristers:

- Representing a former partner in a city law firm charged with failing to comply with money laundering regulations: *SRA v Clyde & Co and Mills-Webb*;
- Acting for the BSB at first instance, in the High Court and the Court of Appeal in *Cannon v BSB [2023] EWCA Civ 278*, a case involving the reach of disciplinary proceedings into a barrister’s private life and when anonymity orders should be granted;
- Acting for a former partner in a property department of a large law firm who is accused by the SRA of failing to carry out adequate money laundering checks and making payments in breach of the Solicitors Accounts Rules on a development project;
- Acting for a solicitor in an investigation into due diligence procedures in a transaction involving a large fraud;
- Acting in multiple sets of SDT proceedings relating to the involvement of solicitors in alleged collective investment schemes;
- Acting for a partner of a large firm in SDT proceedings involving serious breaches of the Solicitors Accounts Rules;
- Defending two KCs accused of contempt of court;
- Advising a barrister in relation to a BSB investigation into the way in which he had conducted family law proceedings;
- Prosecuting a barrister for behaving in a way which was likely to diminish the trust and confidence which the public placed in him in his correspondence about a judge: *BSB v Becker*;
- Prosecuting a barrister for failing to represent his client properly in Court of Appeal (Criminal Division) proceedings (*BSB v*

*Matthew Boyden*);

- Acting for insurers of a firm of solicitors committing a former partner to prison for contempt of court in fraud proceeding.

## Contempt of Court

---

Helen has considerable experience of both prosecuting and defending contempt of court cases.

She acted for a firm of solicitors and insurance company which first obtained freezing and proprietary injunctions against a partner for misappropriating funds, and then successfully applied to commit her to prison for breach of those orders (*Law House and Great Lakes Insurance v Adams*). The Court of Appeal subsequently upheld the term of imprisonment.

Recent examples of her work defending contempt proceedings include:

- Defending solicitors against accusations of aiding and abetting the breach of a freezing order by a client;
- Advising two KCs facing contempt allegations, one for allegedly recording a court hearing and the other for allegedly referring the court to inadmissible matters;
- Defending solicitors accused of assisting clients' improper pursuit of litigation;
- Defending litigants accused of contempt of court by failing to disclose documents and signing false statements;
- Defending a litigant accused of breaching a freezing injunction by dissipating money and failing to provide adequate information about assets and means;
- Advising on matters straddling contempt and professional disciplinary proceedings.

Helen has published two recent articles on contempt: [Why are there so many cases against lawyers for contempt of court?](#) and [What's gone wrong with the law of contempt?](#) She is also the Chair of COMBAR's Committee collating a response to the Law Commission's Consultation on Contempt of Court, considering how the law should change in commercial cases.

She also has experience of seeking injunctions and other orders which often give rise to contempt proceedings, and allied recovery actions.

## Civil Fraud, Asset Recovery & Injunctive Relief

---

**"Absolutely brilliant technically; she has certainly developed a niche in freezing orders and injunctions"** – *Chambers & Partners*

Helen is sought after for her extensive experience in numerous multi-million pound claims arising from solicitors' misappropriations of client funds. In recent years Helen has acted in multiple sets of complex litigation arising out of frauds by solicitors, one of which led to contempt proceedings before the Court of Appeal and another involved multi-party litigation in the Chancery Division.

Helen has also recently been involved in pursuing a high value insurance coverage dispute arising out of an underlying large-scale fraud by a solicitor at the Jirehouse practice (*Discovery Land v Axa*).

Helen regularly advises on the liability of accountants, auditors, directors, insolvency practitioners and others for frauds. Her cases often involve a company law or insolvency element and she is experienced at dealing with fraud in both the corporate and partnership context. She is adept at dealing with complex forensic accountancy evidence. Helen has extensive experience of obtaining urgent orders, including freezing injunctions, proprietary injunctions, orders to restrain parties from leaving the jurisdiction, committal and *Norwich Pharmacal* and *Bankers Trust* orders. She often handles multiple connected applications in quick succession. She is calm under time pressure and strategic in her approach.

## Featured Civil Fraud cases

- Obtaining back-to-back proprietary injunctions, freezing injunctions, and *Norwich Pharmacal* relief in multiple cases involving frauds on solicitors' client accounts;
- Appearing in the High Court and Court of Appeal on the committal of a solicitor to prison for contempt of court: *Law House v Adams* [2020] EWHC 2344 (Ch);
- Advising solicitors and accountants about injunctive relief in relation to a "Friday afternoon frauds" by email impersonation;
- Obtaining *Norwich Pharmacal* orders to assist with tracing the proceeds of a large-scale property fraud;
- Acting for a defendant on the return date of a freezing injunction arising out of an alleged breach of trust;
- Dealing with an application to restrain a defendant from leaving the jurisdiction and requiring the surrender of their passport;
- Acting for insurers in the coverage dispute arising out of the Jirehouse fraud (*Discovery Land v Axa*).

## Awards



## Qualifications

M.A. (Oxon.) (First Class) C.P.E. (City) (Distinction) M.A. Administrative Law (City)

Prior to joining chambers, Helen read English Literature at New College, Oxford, where she was Galsworthy scholar and obtained a first class degree. She then spent a year at the University of Aix-Marseille III in France. Helen studied law at City University, where she gained a distinction in the CPE exams. During her Bar School year, Helen was Astbury Scholar of the Middle Temple, won the Inn's Helena Normanton QC Prize for her performance in the Bar Vocational Course and also obtained an MA from City University. In 2004 Helen was awarded a Pegasus scholarship to work at Gowlings in Toronto, Canada.

For 10 years from 2013, Helen was a Deputy District Judge (and held both civil and family tickets). Until it was disbanded in 2020, she was a member of the Bar Standards Board's Panel of Prosecuting Counsel for disciplinary proceedings and still prosecutes cases for the BSB on an ad hoc basis. Helen has been involved in various pro-bono organisations and is active in the Equality & Diversity work in chambers. Helen regularly publishes articles on legal matters and is a sought after speaker on legal topics.

# Is too much expected of accountants and auditors?

Helen Evans KC, 4 New Square  
March 2025

1

---

---

---

---

---

---

---

---

## Overview

1. What are accountants and auditors for?
2. Why are some losses recoverable from auditors when others are not?
3. How far can management involvement in a fraud provide a defence to a claim?
4. Duties to third parties and the Bannerman disclaimer



2

---

---

---

---

---

---

---

---

## What are auditors and accountants for?



3

---

---

---

---

---

---

---

---

## Accountants

- Role varied and can range from tasks such as calculating tax, preparing payrolls or management accounts, due diligence, and advising about the mechanics or wisdom of transactions.
- Some roles are largely mechanical and draw heavily on information from the company. Others are more advisory. "Duty nexus" enquiry can therefore have wide range of outcomes.
- Common problems include "mission creep"- ending up owing duties to directors/shareholders/investors.
- Unlike auditors, work not commonly consumed by a broad range of third parties.



4

---

---

---

---

---

---

---

---

## Auditors: who does what?

- DIRECTORS**
- A duty to promote the success of the company for the benefit of its members as a whole: s. 172 Companies Act 2006.
  - A duty to exercise independent judgment: s. 173 Companies Act.
  - A duty to exercise reasonable care, skill and diligence: s. 174 Companies Act.
  - Specific record keeping duties which give a true and fair view of the company's affairs: s. 386 and s. 393(1) Companies Act.

- AUDITORS**
- To plan the audit so that there is a reasonable expectation of detecting material misstatements in the accounts resulting from irregularities, fraud or non-compliance with law or regulations.

5

---

---

---

---

---

---

---

---

## Only a watchdog? The old approach to auditors

"The auditor's primary function is to give a clean bill of health in relation to the company's figures for the previous year..... He is not in possession of facts nor qualified to express a view as to how the business should be run. ..."

BCCI v Price Waterhouse (No 3) [1998] Ch 84



An auditor is not bound to be a detective, or, as was said, to approach his work with suspicion, or with a foregone conclusion that there is something wrong. He is a watchdog, but not a bloodhound. He is justified in believing tried servants of the company in whom confidence is placed by the company. He is entitled to assume that they are honest, and to rely upon their representations, provided he takes reasonable care. If there is anything calculated to excite suspicion he should probe it to the bottom; but in the absence of anything of that kind he is only bound to be reasonably cautious and careful..... Auditors must not be made liable for not tracking out ingenious and carefully laid schemes of fraud, when there is nothing to arouse their suspicion ...So to hold would make the position of an auditor intolerable".

Kingston Cotton Mills [1896] 1 Ch 6

6

---

---

---

---

---

---

---

---

## Now a bloodhound? The FRC's newer approach ("What Makes a Good Environment for Auditor Scepticism and Challenge")

"A critical attribute of an auditor's mindset and behaviour is exercising professional scepticism and challenge when performing audits".

"The need to be sceptical and challenge management must be embedded into every audit firm's culture so that these behaviours become 'the way things are done'".

"The public interest role of audit [should be] the cornerstone of an audit firm's culture".

"With the public interest purpose at the forefront of their mind, management will view audit less as a 'client / service provider' relationship and more as a means for maintaining trust in company reporting".

7

---

---

---

---

---

---

---

---

## Why are some losses recoverable when others are not?



8

---

---

---

---

---

---

---

---

## The MBS v Grant Thornton route map

- GT advised MBS that long-term interest swaps could be shown in its accounts on a "hedge accounting" basis. When MBS discovered that this was not permissible, it closed out the swaps, incurring significant losses in the process
- The Supreme Court held that GT's advice had been given for the purposes of MBS's proposed business model. Losses were part and parcel of that model and within the scope of the auditors' duty.
- **Question (2) - SCOPE OF DUTY-** What are the risks of harm to the claimant against which the law imposes on the defendant a duty to take care?
- **Question (5)- DUTY NEXUS-** Is there a sufficient nexus between a particular element of the harm for which the claimant seeks damages and the subject matter of the defendant's duty of care?



9

---

---

---

---

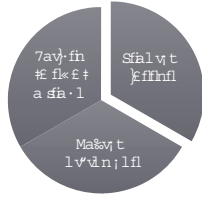
---

---

---

---

## Some core types of loss



© TEE RUP

10

---

---

---

---

---

---

---

---

## Trading losses: cannot stem from mere existence

**Galoo v Bright Grahame Murray [1994] 1 WLR 1360**- auditors negligently reported that company was profitable. Auditors only gave the company the "opportunity" to incur trading losses and did not cause the trading losses

**Tennessee Holdings v Beaumonts [2003] PNLR 27**- auditors overestimated profit margin on certain transactions. Claim could proceed where company had continued to trade in a particular way in reliance on auditor.

**MBS v Grant Thornton** - losses flowing from hedge accounting for interest rate swaps.

**Assetco v Grant Thornton [2021] PNLR 7**- trading losses caused by fraudulent trading.

© TEE RUP

11

---

---

---

---

---

---

---

---

## Paying dividends



Where auditors negligently fail to spot that a company is insolvent so that a dividend is paid out when it should not be, the amount of the dividend should be recoverable from the auditors: *Sasea Finance v KPMG* (first instance)[1999] BCC 857, not challenged on appeal as dividend claim failed on the facts (only a book entry).



Outcome applied in *BTI v PWC* [2020] PNLR 7  
Is it logical that the courts have been more ready to recognise that wrongly paid dividends could be recovered compared with trading losses?

© TEE RUP

12

---

---

---

---

---

---

---

---

## Fraud: duty to warn about what?



*Sasea Finance v KPMG* [2001] 1 All ER 676

Companies used as a vehicle for fraud. Claims included (i) loss of approx. £10m resulting from sales of shares in associated companies (ii) payments of £600,000 to shadow directors (iii) £24m in dividends.

Judge allowed claim for payments to shadow directors but struck out £10m claim relating to sales of shares on the grounds they were normal trading transactions.

CA reinstated the £10m claim: transactions were "fraudulent and irregular. Each in its own way was a kind of transaction against the risk of which KPMG had a duty to warn".

---

---

---

---

---

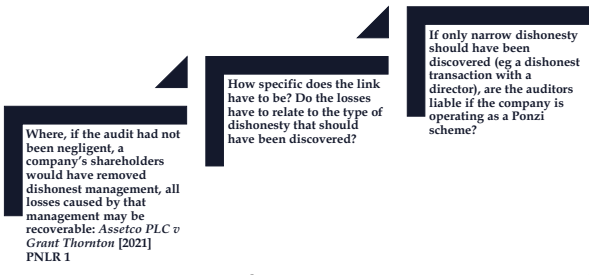
---

---

---

13

## Fraud: need for management removal



---

---

---

---

---

---

---

---

14

## Is management involvement in a fraud a defence?



---

---

---

---

---

---

---

---

15



## Wholesale defeat of the claim?

### Is the attribution route still open?

- The high point of tarring a company with wrongful knowledge/ conduct of its directors is long gone.
- *Singularis Holdings v Daiwa Capital Markets*: where a bank (or by extension a professional) owes a duty to question a trusted individual's transactions, to attribute that individual's wrongdoing to the company would be to render the duty illusory.
- The "very thing" principle.



### Counterclaim based on the claimant's own wrongdoing/circuity of action?

*Barings PLC v Coopers & Lybrand* (the infamous Nick Leeson fraud) and *Assetco v Grant Thornton*: difficulty relying on company's deceit when auditors owed duty to uncover the truth.

99 | 27 | 08

16

---

---

---

---

---

---

---

---

## A defence can't "make a nonsense" of a duty

*JSI Shipping (S) Pte Ltd v. Teofoongwonglcloong* [2007] 4 SLR 460

"The respondent has not only failed to satisfy the constitutive elements of fraudulent misrepresentation... but more importantly, has premised its counterclaim by relying on representations which were precisely what it, as auditor, was duty-bound to verify and ascertain by the procurement of sufficient appropriate audit evidence (*Reeves v Commissioner of Police of the Metropolis* [2000] 1 AC 360, applied in *Barings*)



"It would make nonsense of the existence of such a duty if we were to hold that the falsity of the representations which ought to have been detected by the respondent negated the losses flowing from such breach."

17

---

---

---

---

---

---

---

---

## How can a claim be cut down based on directors' faults?

### Contributory negligence

- Check the "very thing" principle.
- Consideration of both a company's management responsibilities and the scope of the accountants'/auditors' duty.

(*Assetco v Grant Thornton*)

### Net contribution clauses

- Usually found in accountants' and auditors' letters of engagement.
- They tend to say that the accountant/auditor is only liable for a sum which the court regards fair and reasonable (or just and equitable) by reference to the accountants'/auditors' duties and the duties of other professional people or indeed the company's directors.

99 | 27 | 08

18

---

---

---

---

---

---

---

---

## Standing back.....

1. If the loss results from the fraud of the company's employee and the auditor could not be expected to have discovered the fraud: complete defence.
2. If the auditor is under a duty to discover the employee's fraud, (s)he may be liable, but the Court may hold that the company is also partly to blame.
3. If the company's employee has been reckless or has been so negligent as to break the chain of causation from the auditor's negligence: complete defence.
4. The directors are primarily responsible for managing the business. But the Courts (and FRC) appear to be eroding that principle.

STEEL BDP

2

19

---

---

---

---

---

---

---

---

## Duties to third parties



20

---

---

---

---

---

---

---

---

## The general triumph of "assumption of responsibility"

*Steel v NRAM* [2018] 1 WLR 1190 (solicitors' case)

"there's no better rationalisation for liability in the tort of negligent misstatement than the concept of an assumption of responsibility..... Although it may require cautious incremental development in order to fit cases to which it does not readily apply, this concept remains the foundation of liability".



STEEL BDP

21

21

---

---

---

---

---

---

---

---

## What does assumption of responsibility involve?

Clarification of NRAM test in *McClean v Thornhill* [2023] EWCA Civ 466:

"The NRAM approach thus requires consideration of two distinct questions: first, whether it was reasonable for the representee to have relied on the representation; and secondly, whether the representor should reasonably have foreseen that it was likely he or she would do so [...] when it comes to assessing the reasonableness of the reliance (looked at objectively), the question whether it was reasonable for the representee to act without making any independent check or inquiry is highly relevant, and in many cases, likely to be determinative."



© TEEB BDP

22

---

---

---

---

---

---

---

---

## Assumption of responsibility and accountants

- Considerable scope for "grey areas" due to broader range of activities than auditors- but usually a smaller range of third parties who may rely.
- Classic problem areas- directors, potential investors, lenders.
- Directors- the issue tends to be "mission creep" and/or failing to spot an obvious flaw in their operation of the company (see eg *Coulthard v Neville Russell* [1998] PNLR 276 and dismissal of directors over breach of financial assistance rules.
- Potential investors/lenders- the claims tend to come from circulars/promotional documents (*Caparo Industries plc v Dickman* [1990] 2 AC 605).
- Not much risk of floodgates opening?

© TEEB BDP

23

---

---

---

---

---

---

---

---

## The classic approach to auditors



*Chan Kam Cheung v Ronnie KW Choi & Anor* [2022] HKCFI 3028

Hong Kong decision. Claim by shareholder.

Application of *Caparo Industries plc v Dickman* [1990] 2 AC 605:

- Duty of care to shareholders **as a body**, not individuals;
- Advice to others not part of statutory purpose;
- Duty to third parties only in limited circumstances.

Core issues- auditors' knowledge of:

- (1) of the nature of the transaction which the individual shareholder had in contemplation;
- (2) that the advice or information would be communicated to the shareholder;
- (3) that it was very likely the shareholder would rely on that information (i.e. the audited accounts) in deciding whether to engage in the transaction in contemplation.

24

---

---

---

---

---

---

---

---

## Straying outside the confines of the statutory audit...

- ✓ %ffnflsvrt vj a l . n l vht n ; j n f < n f b t e ; i n v t j a f f i n l e . + e ; i n u a } e f s a < f f l e n j t v n v i " n l f e f i e h j # f a " @ M B 8 M n a + B a f v j | %
- B a | v t n . . < f n f l f n < f n f n ; t a t e ; f l t e a < f f l e n j t v n i v d l n f i a f l t e t u n e r a ; j v a } f l a t e s t u n j e ~ < a ; % B 0 S A t l " - 0 E - v j l n f i 9 a - } ; %
- M f n < a f i t a j j e . ; # l s e f i f l . i - v f f m e ; t e a < f f l e n j t v n v i " n l f e f i e a < a f e ; l . f l f i n l < j " 0 v j | ~ a ; 2 8 a } e f A f l " - f i t u + 8 f a u a - n B . f f a % %
- B a | v t f n < f n f n ; t a t e ; f l s e f i v j j } f n e ; v i i v d l n a n ; j n l e j . ~ n ; # l B e f f t a ; . f i j v i j n . e M A . " 9 v j } Q a - . n } a . e A t l %

25

---

---

---

---

---

---

---

---

---

---

## The Bannerman disclaimer

"Our report will be made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of CA 2006. Our audit work will be undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for the audit report or for the opinions we form."



This type of clause was upheld and the third-party lender claim struck out: *Barclays Bank plc v Grant Thornton UK LLP* [2015] 1 CLC 180

26

---

---

---

---

---

---

---

---

---

---

## Uncertainty over Bannerman: *Amathus Drinks v EAGK LLP* [2024] PNLR 6



Bannerman clause- but the claim by third parties (buyers) was allowed to proceed.

- Barclays v GT* considered carefully. Key features:
- (1) Barclays a sophisticated commercial party operating in the world of finance;
  - (2) Presence of disclaimers in auditors' statutory reports was well-known and Barclays was well aware of them;
  - (3) No direct communication between the parties.

Here by contrast: ongoing dialogue between Cs and auditors. Continuing, direct commercial relationship.

Potential indication of increased willingness to recognise duty to a third party?

27

---

---

---

---

---

---

---

---

---

---

**Helen Evans KC**  
**4 New Square**

[hm.evans@4newsquare.com](mailto:hm.evans@4newsquare.com)

© Helen Evans KC 4 New Square Chambers,  
March 2025

These slides are not intended as a substitute  
for legal advice. Advice about a given set of  
facts should always be taken.

0766 80P

---

---

---

---

---

---

---

---



**Ivor Collett**  
**Crown Office Chambers**

*“PNBA Adjudication Scheme v Mediation”*

"He is very bright, incredibly approachable and willing to listen. A great person to work with on a case over a number of years. Team player."  
(Legal 500, 2021)



+44 (0)20 7797 8100

icollett@crownofficechambers.com

Ivor's practice covers commercial, professional liability and insurance disputes, with a particular focus on construction professionals and lawyers. He is heavily involved in cases of impostor fraud and appeared successfully in the recent Court of Appeal case of *P&P Property Ltd and Dreamvar (UK) Ltd* (and at trial). Ivor's insurance work involves policy wording and coverage issues of notification, non-disclosure, aggregation, minimum terms, disputes between insurers, and Third Parties' rights. He is well known in the professional indemnity sector and is frequently instructed in cases against or co-defending with silks.

Ivor has been shortlisted as **Professional Negligence – Junior of the Year** at the **Chambers UK Bar Awards 2023**.

Ivor is a TECBAR-accredited Construction Adjudicator. He was involved in development of the Professional Negligence Adjudication Scheme. Over the last 5 years he has been the most frequently-appointed Adjudicator under the Scheme and he is the lead trainer for its accredited adjudicators.

Ivor was appointed to the part-time judicial role as an Assistant Coroner in 2018 and he sits in two London jurisdictions. In this role he carries out all of the varied judicial tasks of a coroner, including hearing jury and non-jury inquests.

#### Recent work includes:

- Extensive involvement in multiple identity/imposter fraud claims against professionals (with a one-week Court of Appeal hearing in 2018)
- High Court trial defending a recent loss of a chance solicitors' claim
- High Court trial defending LPA receivers
- Involvement in post-Grenfell cladding claims in construction disputes, acting for designers and architects
- Successful defence of multi-party construction / professional negligence claim in the TCC and Court of Appeal
- Asbestos-related industrial injury litigation
- Sitting as Adjudicator in professional negligence adjudication disputes

#### Reported cases & recent work include:

- *Centenary Homes Ltd v Gershinson* (2020) QBD. Trial of professional negligence claim against LPA receivers.
- *Hanbury v Hugh James Solicitors* [2019] EWHC 1074 (QB). Loss of a chance claim arising out of asbestos litigation.
- *P&P Property Ltd v Owen White & Catlin LLP and Dreamvar (UK) Ltd v Mishcon de Reya* [2018] EWCA Civ 1082. Professional negligence liabilities in Identity Fraud cases. KC opponents and co-defendants.
- *Couper v Irwin Mitchell LLP* (2018) – ChD professional negligence claim against solicitors and counsel for loss of 3-week trial over property and Thames mooring rights.
- *14 Claimants v Cocks Lloyd Solicitors* (2018) – ChD professional negligence claims against solicitors firm arising out of fraudulent property scheme. KC opponent.
- *ECL Contracts Ltd v BRT Ltd* (2018) – TCC claim arising out of cladding design / construction errors on multiple high rise blocks in Glasgow.
- *Centenary Homes Ltd v Gershinson* (2017) and (2018) – QB strike-out / summary judgment of professional negligence claim against LPA Receivers. KC opponent.
- *Santander v Michael Parkes Surveyors Ltd* (2016) – QB Appeal to High Court re fraud allegations in professional negligence claim against valuer.
- *Southern Gas Networks Plc v Thames Water* (2014) – TCC claim dealing with utility company liabilities to plant owners under statutory regime. KC opponent.
- *Millharbour Management Ltd v Weston Homes Plc* (2014) – TCC professional claim against M&E consultants. KC opponents, co-defendants and Leader (Michael Soole KC).
- *Nicholson v Thames Water* [2014] EWHC 4249 (QB) – liability for sewerage flooding of domestic premises.
- *Barnes v Hydrex Equipment / Jarvis Rail* (2013) – contribution between railway contractors and plant hirers in fatal accident claim. KC opponent.
- *Davies v Barnes Webster* [2011] EWHC 2560 (Ch) – liability of unincorporated association (rugby club) for sums due under building contract.
- *Kew v Bettamix* [2006] EWCA Civ 1535 – limitation and issue-based costs.
- *Hodson Developments v GTA Civils Ltd Whitehouse Practice* [2006] EWHC 1913 (TCC) – successful defence of a 3-week TCC trial in construction / professional negligence claims.
- *Warfield Park Homes v Warfield Park Residents' Association* [2006] EWCA Civ 283 – effect of OFWAT and OFGEM directives on charges for onward utility sales by intermediaries. KC opponent.
- *Sunley v Gowland White* [2004] PNLR 15 CA – commercial valuation professional negligence claim.
- *Foreman v O'Driscoll & Partners* [2000] Lloyd's Rep PN 720 QBD – solicitors' negligence / limitation and deliberate concealment.

## Rankings

### Legal 500 2024

Professional negligence – leading juniors – Tier 1- 'Ivor is very good in conference and likes to get into the detail. He is very good with clients.'

**Legal 500 2019:** 'His straight talking down-to-earth commercial approach means that he doesn't waste time and he gets straight to the point.'

### Chambers & Partners 2024

Professional Negligence (Juniors) – Band 1 – A well-regarded junior who regularly handles professional





---

negligence claims relating to professionals in the construction and legal sectors. Additionally, he has considerable insurance expertise and regularly acts for insurers, as well as defendants in professional indemnity litigation. He also sits as an adjudicator. 'Ivor has got a particular expertise in professional negligence. He is very diligent and careful in his work and he is involved in cutting-edge cases.'

Recent work: Acted in a claim against LPA Receivers by a property owner for negligent handling of receivership and sale of properties to clear the property owner's debts to a bank.

Professional Negligence: Technology & Construction (Juniors) – Band 2- Ivor Collett has broad expertise covering negligence claims brought against numerous professions, including architects, engineers and others in the construction industry. He acts in technically heavy and legally novel cases concerning a range of building projects. 'Ivor Collett is really good to work with.'

### **Chambers & Partners 2018**

Professional Negligence (Juniors) – 'He is very down-to-earth, approachable, unstuffy and sensible. He can really get on the client's wavelength.'

## Qualifications

---

- Lincoln College, Oxford (1993 BA(Hons))
- City University, London (1994, PGDip in Law)

## Memberships

---

- London Common Law and Commercial Bar Association
- Personal Injuries Bar Association
- Professional Negligence Bar Association (Executive Committee)
- TECBAR
- Chancery Bar Association
- Member of the Bar Council

## Recommendations

---

"Ivor is the counsel I would recommend the most."..."He is a very courteous advocate but doesn't hold back from points he needs to make, and nothing seems to faze him."..."He is very good on the detail but he is also a big-picture guy."

Chambers & Partners, 2025

"Ivor is extremely bright and has a wonderfully composed manner with clients. He is an excellent advocate."

Legal 500, 2025

"I have a lot of respect for Ivor."..."He can really see through all of the background and work out what is worth discussing."

Chambers & Partners, 2025

---



---

"Ivor has got a particular expertise in professional negligence. He is very diligent and careful in his work and he is involved in cutting-edge cases."

Chambers & Partners, 2024

"Ivor is very good in conference and likes to get into the detail. He is very good with clients."

Legal 500, 2024

"As a barrister he's particularly hot on construction-related professional negligence."

Chambers & Partners, 2022

"He is a calm and confident advocate who can deal well with difficult cases. He will do what he can for his client no matter how difficult their position."

Legal 500, 2022

"He is very bright, incredibly approachable and willing to listen. A great person to work with on a case over a number of years. Team player"

Legal 500, 2021

"He is knowledgeable in his area of law and is a highly persuasive advocate. A good all-round barrister."

Chambers & Partners, 2021

"He's very charming, very measured and has a nice manner in court."; "He is a very experienced and proficient barrister. He is very approachable, and always makes time to speak when he already has a very busy schedule."

Chambers & Partners, 2020



**PNBA Adjudication Scheme v Mediation**

Ivor Collett  
6 March 2025  
PNLA Bristol Seminar

---

---

---

---

---


---

---

---

1

**Introduction & background [1]**



Mediation

- Firmly established as part of the disputes landscape from 2002:
- See the seismic impact of *Dunnett v Railtrack Plc* [2002] EWCA Civ 302.

Adjudication Scheme for Professional Negligence disputes

- Launched 2015.
- Now overseen by PNBA.

---

---

---

---

---


---

---

---

2

**Introduction & background [2]**



Background to the Scheme: alphabet soup of consultations and meetings:

- HGCRA 1996
- PNLA
- MoJ
- ABI
- PNBA
- MR

---

---

---

---

---

---

---

---

3

**Introduction & background [3]**



**The Scheme**

- Loosely based on construction adjudication scheme under HGCRA (Housing Grants, Construction and Regeneration Act 1996).
- Pilot Scheme launched February 2015.
- Re-launched May 2016.
- Quasi-endorsed in 2018 as a fully-fledged Scheme by the (CPR) Rules Committee.
- Initially supervised by 2 High Court Judges. But now in the hands of lawyers, with admin taken over by PNBA.

---

---

---

---

---

---

---

---

4

**Where does the Scheme fit in? [1]**



**(1) The Scheme is born – 2015. Why?**

PNLA proposal for a Scheme for modest-value claims against solicitors' firms 2014. Why?

- LASPO
- The end of recoverable success fees
- The end of recoverable ATE premiums
- The prospect of "attritional" litigation

---

---

---

---

---

---

---

---

5

**Where does the Scheme fit in? [2]**



**(2) The Scheme is recognised in the Protocol - 2015**

2015 Revision to the PAP.

- Expanded narrative on ADR options, including Adjudication [para 12]
- The Stocktake [para 13]

**(3) The Scheme relaunched - 2016**

Expanded to all (non-clinical) professions, and financial cap of £100,000 damages scrapped.

**(4) The Protocol gets serious - 2018**

Professional Negligence PAP requirement added for Claimant to state if and why Adjudication is or is not requested: section 6.2(i).

---

---

---

---

---

---

---

---

6

## The Scheme [1]



### Nuts and bolts

Now administered by PNBA. New panel of Adjudicators has been set up with training and accreditation. In short:

- All non-medical professions.
- No ceiling on value.
- **Consensual** – in contrast to HGCR statutory scheme. *This is crucial.*
- Claim, denial and scope of dispute to be in writing.
- Referral Notice to start the ball rolling and to **define the scope** of the dispute on which a determination is sought.
- Note: the dispute being adjudicated could just be a limited issue in the overall dispute, eg limitation or breach of duty – with the rest being left to be dealt with outside the adjudication.
- Appointment of Adjudicator by PNBA Chairman (“Appointing Body”) within 5 working days of Referral – *unless parties agree on an Adjudicator.*

7

---

---

---

---

---

---

---

---

## The Scheme [2]



- Adjudicator sets Directions at the outset. No set method, rules etc – all is at large. The Adjudicator will frame Directions to fit the case.
- Can deal with facts and law.
- Decision within 56 days of Appointment.
- Possible to have more than one “defendant” – if all concerned consent.
- Presumption that the process will be in writing, but Adjudicator *can* call on a hearing if necessary – eg for disputed facts requiring oral challenge.
- Parties **choose** at the outset whether binding or only temporarily binding – in contrast to HGCR statutory scheme.
- Parties can **choose** confidentiality or not.
- Costs and fees of Adjudicator. Banded fees for adjudicator and a menu of options re *inter partes* costs – to take account of the value/complexity of the case and volume of the papers
- Enforcement: summary judgment by application to Court.

8

---

---

---

---

---

---

---

---

## The Decision



### The Decision should:

- be in writing
- be clear
- be reasoned
- let the parties know why they have won or lost
- not necessarily resolve every non-critical issue
- provide a clear result, with a statement of the remedy (usually a money award)
- make a decision on costs if that power has been given

9

---

---

---

---

---

---

---

---

## Overall features of the Scheme



### In common with Construction Adjudication:

- Truncated timeframe once it begins.
- Truncated procedural steps.
- Paper / electronic exercise by default.
- Written decision.
- Summarily enforceable in the courts.
- "Temporarily binding" – if the parties choose.

---

---

---

---

---

---

---

---

10

## Main differences from Construction Adjudication



### Differences

- The most important difference: Consensual.
- The Respondent cannot be "dragged at gunpoint" into adjudication.
- Respondent cannot be ambushed without warning (eg on Christmas Eve).
- Agreement is required on all key aspects, eg what issue(s) to be determined, what costs powers to confer, even the method of appointment of the Adjudicator.
- Timeframe is more relaxed than construction adjudication (56 days).
- Choice of binding or temporarily binding decision.

---

---

---

---

---

---

---

---

11

## What, when and why to adjudicate? [1]



### Generally

#### Appropriate cases to adjudicate?

- Where an independent specialist's view will assist the parties. Compare role of Mediator or ENE.
- Where parties have hit a logjam in negotiations on a particular issue, eg re existence of a duty, or re breach of duty.
- It need not be the whole of the case that is adjudicated: it could just be discrete issue(s).

#### When to adjudicate?

- Pre-action
- Pre-action "stocktake" window
- After proceedings are served?

---

---

---

---

---

---

---

---

12

What, when and why to adjudicate? [2]



**The "Why?"**

A useful alternative to litigation.

- By default, all on papers with electronic communication
- Ideally suited to remote working
- Short phone or video hearing can be convened if necessary
- Quick, relatively informal and inexpensive
- Costs certainty if you want it
- Need not be binding
- Use at any stage
- Tailored to such issues as you want determined
- A panel of trained Adjudicators is already trained and ready to go

---

---

---

---

---

---

---

---

13

Adjudication or Mediation? [1]



- What stage is the dispute at?
- What overtures have already been made, what stage have negotiations reached?
- Offers? Part 36 Offers?
- Has an impasse been reached on a particular issue?
- How are the client's resources looking – or how keen is the Claimant's firm to fund a trial on a CFA?

---

---

---

---

---

---

---

---

14

Adjudication or Mediation? [2]



- The merits of the Claimant's claim and the Defendant's defence
- Who will blink first?



---

---

---

---

---

---

---

---

15

Adjudication or Mediation? [3]



- At Mediation:
  - What do you hope to achieve?
- What kind of Mediator do you want?
  - Facilitative?
  - Evaluative?
  - Very evaluative??

---

---

---

---

---

---

---

---

16

Adjudication or Mediation? [4]



- Remember: All Mediators have an agenda!
- What will you do if the Mediation “fails”?
  - If a particular stumbling block to settlement is identified at the Mediation, what then?
  - Or is it just about the money – or costs?

---

---

---

---

---

---

---

---

17

Observations / thoughts / future developments



- Possible issues
- Binding or non-binding?
  - Bias / perceived bias of Adjudicators?
  - How to choose an Adjudicator?
- Possible developments
- Should the Scheme be mandatory? Think Japanese knotweed...
  - Lord Briggs – PN Adjudication part of the answer to excessive litigation costs
  - Costs penalties in litigation for failure to utilise the Scheme? Compare *Dunnett / Halsey* jurisdiction etc re refusal to mediate. Possible change to Protocol in prospect.

---

---

---

---

---

---

---

---

18





---

---

---

---

---

---

---

---



**Joss Knight**  
**St John's Chambers**

*“Duties to third parties and developments  
since White v Jones”*



St John's  
CHAMBERS



# Joss Knight

Chancery Barrister  
Call: 2014  
Inn: Lincoln's Inn

*"Joss Knight is excellent, very bright, very capable and very practical."*

## CHAMBERS UK 2025

Joss is a specialist chancery barrister with particular expertise in wills, trusts and probate disputes, professional negligence and Court of Protection claims. Joss is ranked as a leading junior across these areas, both in the Legal 500 and Chambers UK.

Joss is ranked as a leading junior across these areas, both in the Legal 500 and Chambers UK.

His trusts, estates and probate practice deals with all aspects of contentious practice including: Contentious probate/will validity disputes, including assertions of undue influence, want of knowledge and approval and lack of capacity.

- Joss recently appeared for the successful claimants in Oliver v Oliver [2024] EWHC 2289 (Ch).
- Claims for provision under the Inheritance (Provision for Family and Dependents) Act 1975, including for the claimants in Larsen & Anor v Annan [2023] EWHC 662 (Ch).
- The rectification and interpretation of wills. He acted for the defendants in Bracey v Curley [2022] EWHC 359 (Ch).
- Professional negligence claims against solicitors, will drafters and professional executors.
- Applications to remove executors and administrators under section 50 of the Administration of Justice Act 1985.
- Joss acted for the defendant in Culliford v Thorpe [2018] EWHC 426 (Ch) who successfully established an interest in property against the estate of his late partner.

**Professional Negligence:** Joss's has an extensive professional negligence practice and acts on behalf of claimants, defendants and insurers in claims against solicitors, architects and construction professionals. Early on in his career, Joss spent several months on secondment at RPC LLP dealing primarily with negligence in construction matters.

His solicitors' negligence caseload often links with his chancery/real estate practice, including claims concerning the negligent drafting of wills, the maladministration of estates and negligence in conveyancing and litigation. Recently, Joss acted for the defendant in *Bracey v Curley* [2022] in which the court considered the alleged negligence of the will draftsman and the potential for a non-party costs order against the solicitors following an order for rectification.

**Court of Protection:** Joss has a growing Court of Protection Practice, acting primarily in property and affairs matters. He is regularly instructed in disputes relating the validity of Lasting Powers of Attorney, statutory wills claims and deputyship applications. Recently, he represented the successful applicants in *Re K* (2022) COP (unrep) who sought and obtained orders removing the respondent from his position as attorney for health and welfare and property and affairs and appointing them as deputies in his place.

*"Joss is a confident and commercially-minded barrister." "He is a real up-and-comer, great with clients, great on his feet & has a real talent." "Joss is an excellent advocate and easily matches barristers of greater experience." "*

CHAMBERS UK 2023

### **Qualifications & awards:**

- GDL – Oxford Brookes University – Distinction
- BPTC – Kaplan Law School – Very Competent
- BA Hons, Philosophy and Theology, Jesus College, University of Oxford.
- Lord Denning Scholarship, Lincoln's Inn
- Lord Haldane Scholarship, Lincoln's Inn
- Hardwicke Entrance Award, Lincoln's Inn
- Sankey Scholarship, Jesus College, University of Oxford.

### **Professional memberships:**

- Chancery Bar Association
- ConTrA





**Holly Doyle**  
**Guildhall Chambers**

*“Claims against Insolvency Practitioners”*

# HOLLY DOYLE

Call 2008

✉	holly.doyle@guildhallchambers.co.uk
☎	0117 903 9000



Holly Doyle is a barrister with a broad range of experience and expertise in [Insolvency](#), [Commercial](#) and [Property & Estates](#) law. She is joint Head of the [Court of Protection](#) and Public Law team.

Holly is also a regular speaker at seminars and events and a guest lecturer at the University of the West of England, Bristol.

## Expertise

### Insolvency

---

Holly's Insolvency/restructuring work (both paperwork and advocacy), spans the full gambit of both personal and corporate Insolvency from straightforward winding up / bankruptcy petitions to complex transaction avoidance claims.

Chambers & Partners 2014 notes that "commentators recommend her as a go-to for tricky misfeasance cases, and contested applications for possession and sale."

She is currently acting as junior in a multi million pound Insolvency claim involving multiple allegations including misfeasance, preference payments and solicitor's and office holder's negligence.

### Featured Insolvency cases

---

Conducting the trial of a contested possession and sale application which raised issues of equitable accounting and the equity of exoneration and drafting.

---

Advising and conducting the trial of a successful claim in respect of two TUVs and a void disposition, which raised interesting issues as to the application of the equitable defence of change of position.

## Commercial Dispute Resolution

---

As a Commercial barrister, Holly undertakes advisory work, drafting and litigation in all areas of commercial practice including:

- Contract
- Debts claims
- Agency
- Bailment
- Sale and supply of goods and services
- Corporate disputes (unfair prejudice petitions and derivative actions)
- Insurance
- Restraint of trade and breach of confidence
- Consumer credit and credit hire

She has substantial experience in the County Courts, including interlocutory hearings, fast-track and multi-track trials and appeals.

Holly has a particular interest in the professional indemnity/ negligence field (both claimant and defendant work) and this forms a substantial part of her commercial practice (further details can be found set out under that practice area heading).

## Professional Negligence

---

Holly's interest in this field stems from a secondment to the Insurance and Reinsurance Group at CMS Cameron McKenna Solicitors, during her pupillage. Professional Negligence and indemnity work consequently forms a substantial part of her commercial practice.

She undertakes both claimant and defendant work in all areas, from relatively modest claims to those valued in excess of £1m.

### Featured Professional Negligence cases

---

Defending an accountant against allegations of misrepresentation regarding their certification that company accounts met the conditions of a business grant.

---

Advising a business owner in respect of negligent advice given by his former accountant with regard to his VAT position.



---

Defending a financial advisor against an allegation that he negligently failed to deal with an insurance policy upon its maturation so as to provide a source of retirement income.

---

Advising on the merits of an additional claim by an insurance broker against a placing broker to claim monies paid out to a client who was allegedly given incorrect advice in relation to policy coverage.

---

Advising a Claimant whose ATE insurers had wrongfully denied cover in respect of an adverse costs order in excess of £200,000. The insurers ultimately accepted their position was unsustainable.

---

Defending many and various claims brought against surveyors and valuers by both purchasers in relation to overvaluation of residential and 'buy to let' properties and by banks relating to mortgage and remortgage valuations.

---

Claim against an architect for alleged negligent design of a construction project, costs estimation and failure to supervise a proper tendering process.

---

Claims against a building contractor for defective work to both residential and commercial premises.

---

Defending a firm against allegations of negligence and breach of bailment regarding their possession of client documents.

---

Defending a firm against a claim by the joint purchaser of a property for allegedly negligently failing to protect her beneficial interest in the purchased property by an entry on the Land Register.

---

Claim against a firm of notaries who failed to advise her properly in respect of a property purchased overseas.

---

£1.5m claim against a firm of solicitors for delay in prosecuting litigation which caused significant business losses.

---

Claim against a software developer for negligence in relation to the development of a software and hardware system for the processing of card transactions and management of cash payments.

## Banking & Finance

---

Holly undertakes drafting, advisory and litigation work in all aspects of asset recovery for banks and individuals, including consumer credit, and has particular experience in all aspects of mortgage work and guarantees.

She frequently deals with contested applications for possession and is well versed in the very many issues which often arise in the context of such applications, including allegations of undue influence, mistake, misrepresentation, undisclosed beneficial interests, constructive trusts, priorities and subrogation etc.

## Court of Protection

---

Holly jointly heads the Court of Protection and Public Law team in Chambers.

### Property & Financial Affairs

Holly leads Chambers' property and financial affairs work in the Court of Protection.

Building on her strong Commercial background, she deals with:

- The appointment, removal and replacement of deputies, and the removal of attorneys.
- Advice to attorneys and deputies regarding their powers, responsibilities and fiduciary obligations.
- Applications for the Court to determine questions concerning the management of a protected party's finances or property.
- Applications for approval by the court of a course of action where an attorney or deputy is affected by a conflict of interest.
- Allegations of financial abuse or mismanagement against attorneys and deputies.
- Applications arising from investigations by the Office of the Public Guardian.
- Contested capacity disputes.

### Health and Welfare

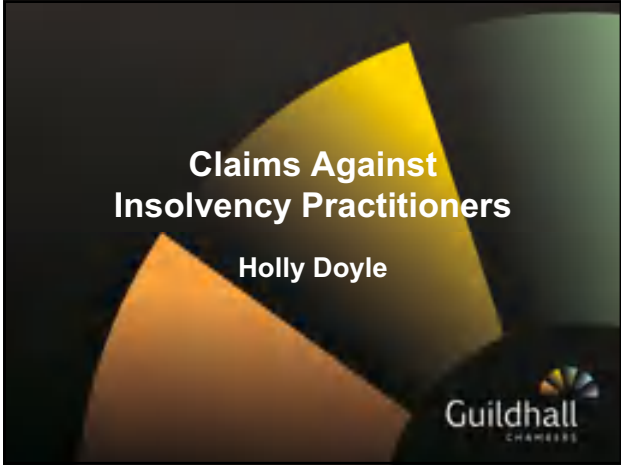
Holly also accepts instructions on behalf of vulnerable adults (through a litigation friend or the Official Solicitor), local authorities, health bodies and family members in cases involving personal welfare applications, (including residence, contact and care arrangements and cases involving safeguarding issues), as well as challenges to deprivation of liberty authorisations under the Mental Capacity Act 2007.

## Appointments

- Guest lecturer at UWE Bristol, teaching legal aspects of information management for the Msc in Information Technology

## Education

- Demy Scholar of Magdalen College, Oxford



1

---

---

---

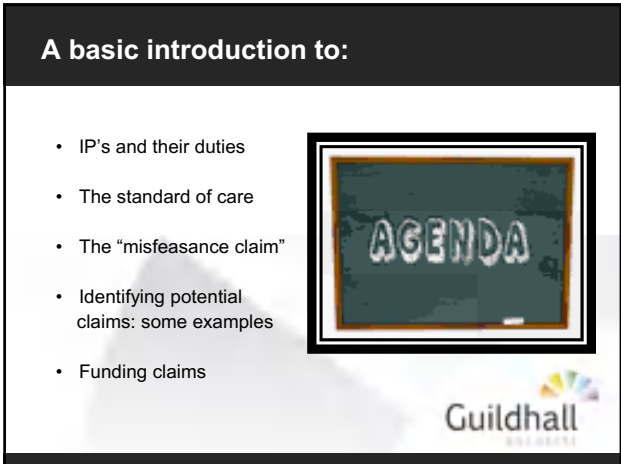
---

---

---

---

---



2

---

---

---

---

---

---

---

---



3

---

---

---

---

---

---

---

---

## The Core Duty: liquidation/ bankruptcy

- To get in, realise and distribute the assets of the debtor in accordance with the stakeholders rights relative to one another (the “waterfall”) and the pari passu principle.
- For this purpose the office holder must:
  - Investigate the affairs of the company/ bankrupt
  - Gather in and sell the company/ bankrupt’s property
  - Litigate/ settle/ assign any valuable claims
  - Adjudicate on creditor proofs submitted
  - Make distributions/ pay dividends



4

---

---

---

---

---

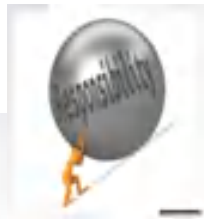
---

---

---

## Sources of an IP’s Duties

- Statute – principally the Insolvency Act 1986 and Insolvency Rules 2006
  - Equity
- And on a case by case basis:
- Contract
  - Common law negligence
  - nb A duty to the bankrupt? *Oraki v Bramston* [2017] EWCA Civ 403



5

---

---

---

---

---

---

---

---

## The Standard of Care

A two tier approach?

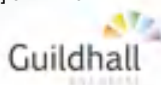


### (1) Strategy/commercial decisions

Deference to IP’s views unless conduct in bad faith, perverse, fraudulent or so unreasonable or absurd no reasonable person would have acted that way: *Osborn v Cole* [1999] BPIR 251

### (2) Implementation /action

Due care required eg *Medforth v Blake* 1999] 3 WLR 922



6

---

---

---

---

---

---

---

---

## Cont...



*"the administrator is to be judged, not by the standards of the most meticulous and conscientious member of his profession, but by those of an ordinary, skilled practitioner. In order to succeed the claimant must establish that the administrator has made an error which a reasonably skilled and careful insolvency practitioner would not have made."*

*Re Charnley Davies Ltd (No 2): [1990] BCC 605 at 618D-E (per Millet J)*

- Same for Liquidator : *Re Mama Milla* [2014] EWHC 2753 [28]
- Likely also for a trustee in bankruptcy
- Judged in the usual way by reference to the *Bolam* test
- **Nb Impact of Court directions/ creditor sanction**



7

---

---

---

---

---

---

---

---

---

---

## Introducing...the "Misfeasance Claim"

- Liquidators: s 212 IA 1986

Applies where respondent has  
*"misapplied or retained, or become accountable for any money or other property of the company, or been guilty of any misfeasance or breach of fiduciary duty or any other breach of duty"*



Similar provisions for:

- Administrators : para 75 Sch B1 IA 1986
- Trustees in bankruptcy: s 304 IA 1986



8

---

---

---

---

---

---

---

---

---

---

## More on s 212 ...

- Procedural only – not a stand alone cause of action
- Limitation – underlying cause of action
- Procedure – insolvency application
- Standing - Liquidator/ OR/ Creditors/ Contributories
- Derivative - recoveries for benefit of company/ creditors as a class
- Effect of release of office holder



9

---

---

---

---

---

---

---

---

---

---

## Identifying Potential Claims

- Inadequate Investigations (see SIP2)  
eg *Re Altala Group Ltd*
- Bringing / conducting litigation  
eg *A&J Fabrications Ltd v Grant Thornton [1998]* 2 BCLC 227
- Selling Assets



10

---

---

---

---

---

---

---

---

## Sale of Assets

- **Trustees must:**
  - (i) sell 'under every possible advantage' to the beneficiaries;
  - (ii) secure 'a proper competition' to obtain the best price;
  - (iii) investigate higher offers – even at a late stage; and
  - (iv) not advance the interests of one party at the expense of any other*Killearn v Killearn* [2011] EWHC 3775 @ [16].
- **Agents:**

"owe a duty to the company to take reasonable care to obtain the best price which the circumstances of the case permitted, but do not owe the heightened duties of a trustee selling trust property":

*Davey v Money* [2018] EWHC 766 (Ch)



11

---

---

---

---

---

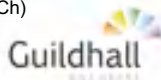
---

---

---

## Red Flags :

- Failure to investigate extent and nature of assets
- Failure to identify the potential to add value eg where property has planning permission (*Cuckmere Brick* at [1971] Ch 949)
- Failure to take expert valuation advice (& from the right expert: *Brewer v Iqbal* [2019] EWHC 182 (Ch))



12

---

---

---

---

---

---

---

---

## Cont...

- Failure to properly instruct the valuer eg identifying particular market or special interest purchaser: *Devon Commercial Property Ltd v Barnett* [2019] EWHC 700 (Ch)
- excessive haste or undue delay in taking realisation steps, resulting in a depressive effect on value
- Failure to expose to the market/ publicly advertise eg *McAteer v Lismore* [2012] B.P.I.R. 812
- Failure to secure any deferred consideration



13

---

---

---

---

---

---

---

---

## Funding claims against IPs



- CFA/ DBA
- Creditor funding (by loan or indemnity)
- Assignment
- Professional litigation funder
- BTE/ ATE insurance



14

---

---

---

---

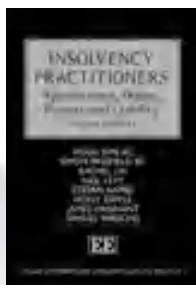
---

---

---

---

## Further reading....



15

---

---

---

---

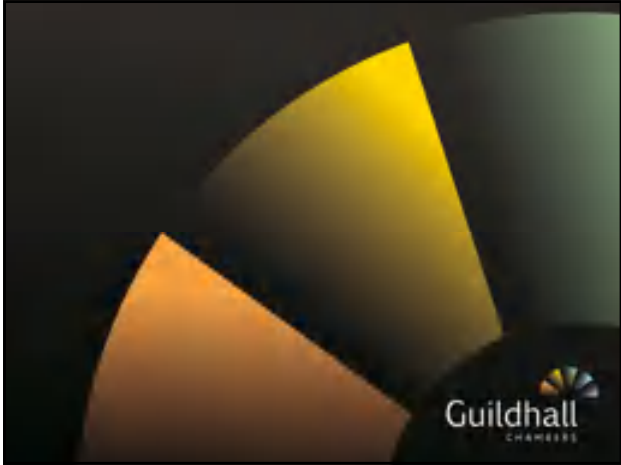
---

---

---

---





16

---

---

---

---

---

---

---

---



**Nicholas Lee**  
**Paragon Costs Solution**

*“Claims involving Costs”*



# Nicholas Lee

Managing Director

0117 930 9528

[nlee@paragoncosts.com](mailto:nlee@paragoncosts.com)

Paragon   
Costs Solutions

Nick began his career in costs in 2001. He qualified as an Associate of the Association of Law Costs Draftsmen in January 2009 and became a Fellow in January 2011. Following the Association being granted Reserved Legal activities under the Legal Services Act in 2007, he was admitted as a Costs Lawyer in 2011.

Nick worked in-house from 2001, initially attaining Associate status, and thereafter becoming Director of Costs and a fixed share partner for a Top 100 law firm.

In 2011, Nick created Paragon Costs Solutions which now has offices in London and Bristol. Clients have included many top 100 law firms, niche commercial practices, local authorities, insurers and international banks.

Advocacy, technical support, business development and client management are his primary responsibilities. Known for always being commercial and practical, colleagues and clients appreciate how thoroughly Nick assesses the merits in any claims, before giving his experienced and realistic advice.

Nick was President of Bristol Law Society (2018/19). He currently sits on the UWE Law advisory board, Bristol City Council's Economic advisory board, is an Enterprise Advisor through WECA and a Trustee for Quartet Community Foundation.

Nick is a frequent public speaker having arranged and spoken at numerous costs seminars. He is a member of Lexis PSL's Dispute Resolution Expert Panel. He has also written articles for numerous publications.

Reported Cases:

Bocacina Ltd v Boca Cafes Ltd [2014] EWHC 26 (IPEC)

Paragon Costs  
Nicholas Lee



Paragon Costs Solutions

1

---

---

---

---

---


---

---

---

Agenda

- Solicitor and client costs disputes.
- Misconduct and costs on the indemnity basis.
- Costs Management.



Paragon Costs Solutions

2

---

---

---

---

---

---

---

---

Solicitor & Client  
Costs Estimates



Paragon Costs Solutions

3

---

---

---

---

---

---

---

---

Kenton v Slee Blackwell PLC [2023] EWHC 2613 (SCCO) (19 October 2023)

- Mrs K instructs SB to pursue a prof neg claim against another law firm (ABC).
- She is told her costs pre-action could be £5,000 to £20,000.
- She is also told her costs to trial could be £30,000 to £50,000 or more.
- Mrs K recovers £295,000 in damages at mediation pre-issue.
- SB charge £235,263 plus VAT, including a 70% success fee.
- Mrs K sought an assessment of her costs.
- Court orders Mrs K to pay just £40,000 plus VAT as profit costs.
- Risk was not properly assessed. Judge allowed 50%.
- Solicitor allowed just £60,000 plus VAT.



4

---

---

---

---

---

---

---

---

---

---

Judge's comments

"In circumstances where the client was given a hopelessly inaccurate estimate, relied on the estimate by entering into a conditional fee agreement, lost the opportunity of doing something different, was not given proper costs information, was billed a sum several times the amount of the estimate, and where the solicitor failed properly to explain the difference between the estimate and the costs incurred, the amount that the client should reasonably be expected to pay must be a figure close to the estimate upon which she relied. The claim settled before issue and following mediation. The estimate given for that outcome was £5,000 to £20,000 plus "additional costs for mediation". Taking the top end of that bracket and adding £20,000 for mediation would give £40,000. That is just under half of the figure which Ms Slade referred to as the most she had ever charged for a case which went to trial. It is also not far off the amount that I would expect to have seen estimated and incurred. £40,000 seems to me to be the reasonable sum which the Claimant should be expected to pay."



5

---

---

---

---

---

---

---

---

---

---

Diag Human SE & Anor v Volterra Fietta (Re Assessment Under Part III Solicitors Act 1974) [2023] EWCA Civ 1107 (04 October 2023)

- Another solicitor and client dispute.
- A CFA between solicitor and client found to be unenforceable as it included a success fee that could exceed 100% and because it did not state the success fee percentage.
- Decision of Master Rowley upheld by the High Court and then the Court of Appeal.
- Solicitor's bill \$2.9m.
- Amount allowed \$0.
- There are only a handful of rules relating to a CFA. One of which being you must state the success fee. Another being it must not exceed any prescribed amounts. A breach amounts to the CFA being unenforceable.



6

---

---

---

---

---

---

---

---

---

---

## Solicitors Act 1974

Section 70- Client's right to seek an assessment.

Section 71- A third party's right to seek an assessment.

Paragon   
Costs Solutions

7

---

---

---

---

---

---

---

---

## Section 70

(1)Where before the expiration of one month from the delivery of a solicitor's bill an application is made by the party chargeable with the bill, the High Court shall, without requiring any sum to be paid into court, order that the bill be assessed and that no action be commenced on the bill until the assessment is completed.

(2)Where no such application is made before the expiration of the period mentioned in subsection (1), then, on an application being made by the solicitor or, subject to subsections (3) and (4), by the party chargeable with the bill, the court may on such terms, if any, as it thinks fit (not being terms as to the costs of the assessment), order—

- (a)that the bill be assessed; and
- (b)that no action be commenced on the bill, and that any action already commenced be stayed, until the assessment is completed.

Paragon   
Costs Solutions

8

---

---

---

---

---

---

---

---

## Section 70

(3)Where an application under subsection (2) is made by the party chargeable with the bill—

- (a)after the expiration of 12 months from the delivery of the bill, or
- (b)after a judgment has been obtained for the recovery of the costs covered by the bill, or
- (c)after the bill has been paid, but before the expiration of 12 months from the payment of the bill.

no order shall be made except in special circumstances and, if an order is made, it may contain such terms as regards the costs of the assessment as the court may think fit.

(4)The power to order assessment conferred by subsection (2) shall not be exercisable on an application made by the party chargeable with the bill after the expiration of 12 months from the payment of the bill.

Paragon   
Costs Solutions

9

---

---

---

---

---

---

---

---

## Retainer did not permit interim statute bills!

- Iwuanyawu v Ratcliffes Solicitors [2020] EWHC B25 (Costs) (12 June 2020).
- Masters v Charles Fussell & Co LLP [2021] EWHC B1 (Costs) (11 January 2021).
- Signature Litigation LLP v Ivanishvili [2024] EWCA Civ 901 (01 August 2024)
- Stella v Hodge Jones & Allan LLP [2024] EWHC 1704 (SCCO)
  
- Impact- the time for requesting an assessment does not start until the final bill is issued.

10

---

---

---

---

---

---

---

---

## Payment may not mean payment....

- Oakwood Solicitors Ltd (Respondent) v Menzies (Appellant) [2024] UKSC 34
- Payment of an invoice from damages or from funds held on account is not the same as a client receiving an invoice and then paying it...
- Effectively you need to obtain the client's express approval.

11

---

---

---

---

---

---

---

---

## Applications made within 12 months...

- The Court will usually order a detailed assessment, but may impose terms such as a payment on account.
  - Eurasian Natural Resources v Dechert LLP [2017] EWHC B4 (Costs) at [12].
  - Topalsson GmbH v CMS Cameron McKenna Nabarro Olswang LLP [2025] EWHC 118 (SCCO), at [35].

12

---

---

---

---

---

---

---

---

## Special Circumstances?

- Exceeding a fee estimate or the absence of a fee estimate
- Iwuanyawu v Ratcliffes Solicitors [2020] EWHC B25 (Costs) (12 June 2020)
  - Masters v Charles Fussell & Co LLP [2021] EWHC B1 (Costs) (11 January 2021)
  - Kenig v Thomson Snell & Passmore LLP [2024] EWCA Civ 15 (18 January 2024)

- Were hourly rates increased without consent?
- Raydens Ltd v Cole [2021] EWHC B14 (Costs)

- Something out of the ordinary?
- Wilsons Solicitors LLP v Bentine & Anor [2015] EWCA Civ 1168 (19 November 2015)
  - Masters v Charles Fussell & Co LLP [2021] EWHC B1 (Costs) (11 January 2021)

13

---

---

---

---

---

---

---

---

## Neatly put by Master Leonard

“In many ways, a helpful test is to consider whether there is something in the fees claimed by the invoices, or the circumstances in which they were charged, which “calls for an explanation”. If they do call for an explanation or further scrutiny, that is a strong indication that there should be an assessment. This is not the time for the explanation to be given and evaluated in detail. That is the purpose of the assessment procedure and the scrutiny it provides.”

14

---

---

---

---

---

---

---

---

## Section 71

(1) Where a person other than the party chargeable with the bill for the purposes of section 70 has paid, or is or was liable to pay, a bill either to the solicitor or to the party chargeable with the bill, that person, or his executors, administrators or assignees may apply to the High Court for an order for the assessment of the bill as if he were the party chargeable with it, and the court may make the same order (if any) as it might have made if the application had been made by the party chargeable with the bill.

(2) Where the court has no power to make an order by virtue of subsection (1) except in special circumstances it may, in considering whether there are special circumstances sufficient to justify the making of an order, take into account circumstances which affect the applicant but do not affect the party chargeable with the bill.

15

---

---

---

---

---

---

---

---



## Section 71

(3) Where a trustee, executor or administrator has become liable to pay a bill of a solicitor, then, on the application of any person interested in any property out of which the trustee, executor or administrator has paid, or is entitled to pay, the bill, the court may order—

- (a) that the bill be assessed on such terms, if any, as it thinks fit; and
- (b) that such payments, in respect of the amount found to be due to or by the solicitor and in respect of the costs of the assessment, be made to or by the applicant, to or by the solicitor, or to or by the executor, administrator or trustee, as it thinks fit.

(4) In considering any application under subsection (3) the court shall have regard—

- (a) to the provisions of section 70 as to applications by the party chargeable for the assessment of a solicitor's bill so far as they are capable of being applied to an application made under that subsection;
- (b) to the extent and nature of the interest of the applicant.

Paragon  
Costs Solutions

16

---

---

---

---

---

---

---

---

## Kenig v Thomson Snell & Passmore LLP [2024] EWCA Civ 15 (18 January 2024)

- Mr Kenig (the “Claimant”) was a beneficiary under a will.
- The solicitors (the “Defendant”) were instructed by the sole executor of the will to administer the estate.
- A fee estimate of £10,000 - £15,000 plus VAT and expenses was provided.
- The total sum charged was £54,410.99 plus VAT and expenses.
- The invoices were paid from the estate.
- Mr Kenig applied under s71(3) 8 months after the last invoice was delivered to the executor.
- The Defendant opposed the application, relying on *Tim Martin*.
- Costs Judge Brown ordered an assessment stating that *Tim Martin* did not govern s71(3) and even if it did apply, there was a realistic prospect that material deductions might be made.

Paragon  
Costs Solutions

17

---

---

---

---

---

---

---

---

## S71(1) v S71(3) Tim Martin was distinguishable....

- S71(1) typically imposed by contract. The party chargeable (i.e. the bank) was liable to pay out of their own resources. The third party may apply as if he were the party chargeable. The Court is limited to making the same order as might have been made to the party chargeable. The party chargeable had no duty to the third party.
- However, applications under s71(3) are usually by beneficiaries. The person chargeable (i.e. the executor) has no risk, but they have fiduciary obligations to the third-party beneficiaries. The third-party interests are therefore wider than they are under s71(1). The Court has a much wider discretion and only has to have regard to s70 so far it is capable of being applied.

Paragon  
Costs Solutions

18

---

---

---

---

---

---

---

---

## Conclusions on Kenig

- The Court permitted an assessment.
- This case has opened the door for residual beneficiaries to challenge the costs of administering the estate long after they may have been paid.
- Beneficiaries' rights to seek an assessment under s71(3) are wider than s71(1).
- The restrictive approach applied in *Tim Martin* did not apply to s71(3).
- The Court only needs to "have regard" to s70. So, the time limits may not be strictly applied.

19

---

---

---

---

---

---

---

---

## Key Takeaways

- Check your retainers.
- Give detailed estimates at the outset.
- Revise estimates before you exceed them.
- If you deal with estate administration, it might be wise to give Residual Beneficiaries copies of your CCL, estimates and invoices...

20

---

---

---

---

---

---

---

---

## Misconduct & Indemnity Costs

21

---

---

---

---

---

---

---

---

## A reminder

- Indemnity costs are justified where the conduct of one of the parties and/or the circumstances of the case take the situation so far out of the norm that indemnity costs should be awarded.
- Conduct or circumstances will be “out of the norm” if it is something “outside the ordinary and reasonable conduct of proceedings” (Esure Services Ltd v Quarcoo [2009] EWCA Civ 595 at [17] and [25] Waller LJ).
- There is a high bar when it comes to obtaining an award of indemnity costs
- It is not as simple as a party behaving ‘aggressively’ in the litigation.

22

---

---

---

---

---

---

---

---

## Winning is not everything

- European Real Estate Debt Fund (Cayman) Ltd v Treon & Ors [2021] EWHC 3514 (Ch)
- C’s claim statute barred. Ds therefore sought costs
- Both parties failed and succeeded to some extent, and both sought their costs
- Ds guilty of serious misconduct in relation to the lies they told when giving evidence
- C was a victim of fraud and claim would have succeeded but for limitation
- C was successful on most points, but Ds overall winners
- Having regard to lots of complicated and specific facts of this case, the Court ordered that “no order as to costs” was just

23

---

---

---

---

---

---

---

---

## Tejani v Fitzroy Place Residential Ltd & Ors (Re Costs and Interest) [2022] EWHC 3153 (TCC)

- Claim in relation to unusual noise in an apartment block
- C turned down a Part 36 offer of £280,000 but ultimately lost
- D’s bill of costs £906,178
- The Court concluded that:
  - The claim was not ‘speculative, weak, and opportunistic’- private nuisance claims are difficult to predict
  - C’s continued belief, in the face of contrary expert evidence, that the property was uninhabitable did not justify indemnity costs
  - The fact that C (unrealistically) failed to accept offers was not, on its own, a reason for indemnity costs

24

---

---

---

---

---


---

---

---

- The fact that the LoC did not identify the causes of action and that the claim was substantially amended twice (and the value reduced from c. £4.4m to c. £1m) did not justify indemnity costs. These were issues which could be dealt with by a costs judge at assessment and were not sufficiently 'out of the norm' so as to justify indemnity costs
- The fact that D was required to carry out much of the work in relation to disclosure and PTR prep was also a matter for the costs judge

None of these factors took the case so far out of the norm that an order for indemnity costs was justified



25

---

---

---

---

---


---

---

---

Tinkler v Esken Ltd (Costs) [2022] EWHC 1802 (Ch)

- C (D in initial proceedings) lost at trial and appeal, and then brought an action to set aside judgment.
- Reasons for indemnity costs:
  - C made serious allegations of perjury, non-disclosure and deliberate destruction which he lost comprehensively;
  - C withdrew allegations against some parties at trial with no apology or explanation; and
  - Most of the new documents were of no value and were being used as a reason to relitigate issues on the same evidence.
- Mr Justice Leach referred to the effect of indemnity costs on proportionality - C's conduct was "so lacking in proportionality that it justifies an order for indemnity costs however well it was presented at trial".



26

---

---

---

---

---

---

---

---

# Costs Management



27

---

---

---

---

---

---

---

---

## FAQ

- Does it apply to claims over £10m?
- What about when I want a split trial?
- Should I agree their budget?
- If I agree their budget, am I agreeing their incurred costs?
- Will I get the usual 70%?
- Should I apply to vary my budget?
- Is the good reason bar higher than the significant development bar?

Paragon  
Costs Solutions

28

---

---

---

---

---

---

---

---

## Costs Management- £10m+

- Signia Wealth Limited v Marlborough Trust Company Limited(1) Ms Nathalie Dauria-Stoebe (2) [2016] EWHC 2141 (CH)
- CIP Properties v Galliford Try [2014] 6 Costs LR 1037
- Sharp v Blank [2015] EWHC 2685
  
- Even in a claim to which costs budgeting does not automatically apply because the claim is over £10m (CPR 3.12(1)(a)), the Court has a complete discretion to decide whether costs budgets should be filed and exchanged.

Paragon  
Costs Solutions

29

---

---

---

---

---

---

---

---

## Split Trial

- What to do when you propose a split trial?
  - An incomplete budget is problematic (see Page v RGC Restaurants Ltd [2018] EWHC 2688 (QB) (15/10/18))
  - Serve two budgets
    - If the Court is with you, they may only manage the costs up to the first trial
    - If the Court is against you, the Court has ability to manage all of the costs

Paragon  
Costs Solutions

30

---

---

---

---

---

---

---

---

## Agreeing a Budget

- Just because your costs are less does not mean your Budget will be approved
- Try working out the differences and agreeing contingencies/caveats
- Be clear on the basis of your offers- you could make alternative offers
- Making tactically low budgets or offers is not well advised (see Findcharm Ltd v Churchill Group Ltd [2017] EWHC 1108 (TCC) (12 May 2017))

31

---

---

---

---

---

---

---

---

## Court's approach to incurred costs?

- The Court cannot approve costs incurred up to and including any costs management hearing (CPR 3.17).
- The Court can only record comments on the incurred costs (CPR 3.17).
- Generic comments on incurred costs not useful (see Sir Cliff Richard OBE -v- The BBC & Chief Constable of South Yorkshire Police [2017] EWHC 1666(Ch)).
- The absence of a comment does not mean the costs are reasonable.
- Incurred costs, at a detailed assessment, are assessed as normal.

32

---

---

---

---

---

---

---

---

## How much?

- Baroness Lawrence of Clarendon & Ors v Associated Newspapers Ltd (Re Costs Management) (Rev1) [2025] EWHC 106 (KB) (24 January 2025)
- Cs' budgeted costs £14.6m (£4m allowed)
- Ds' budgeted costs £11.7m (£4.4m allowed)
  - Manifestly excessive and therefore disproportionate
  - Hourly rates of up to £740 were high
  - Insufficient delegation
  - Duplication between solicitor and counsel
  - Insufficient credit for work already undertaken
  - Excessive brief fees

33

---

---

---

---

---

---

---

---

## Amending a Budget

### CPR 3.15A

- A party *must* revise its budgeted costs upwards or downwards if significant developments in the litigation warrant such revisions.
- A Precedent T must be submitted promptly by the revising party to the other parties for agreement, and subsequently to the court, in accordance with paragraphs CPR 3.15A (3) to (5).
- The court may approve, vary or disallow the proposed variations, having regard to any significant developments which have occurred since the date when the previous budget was approved or agreed, or may list a further costs management hearing.
- Where the court makes an order for variation, it may vary the budget for costs related to that variation which have been incurred prior to the order for variation but after the costs management order.

34

---

---

---

---

---

---

---

---

## Significant Development

- Is it truly significant?
- Will this cause additional costs?
- Was it anticipated?
- Should it have been anticipated?

35

---

---

---

---

---

---

---

---

## Significant Developments

- Extended trial length
  - Sharp v Blank & Ors [2017] EWHC 3390 (ch)
- Significant additional disclosure
  - Sharp v Blank & Ors [2017] EWHC 3390 (ch)
  - Al-Najar & Ors v The Cumberland Hotel (London) Ltd [2018] EWHC 3532 (QB)
- Unexpected expert evidence
  - Sharp v Blank & Ors [2017] EWHC 3390 (ch)

36

---

---

---

---

---

---

---

---

## Not Significant

- Where the likelihood of an application was known at the time of preparing the budget
  - Sharp v Blank & Ors [2017] EWHC 3390 (ch)
- Modest developments which are not significant
  - Sharp v Blank & Ors [2017] EWHC 3390 (ch)
- A change in approach of one of the experts
  - Sharp v Blank & Ors [2017] EWHC 3390 (ch)

37

---

---

---

---

---

---

---

---

## Al-Najar & Ors v The Cumberland Hotel (London) Ltd [2018] EWHC 3532 (QB) (16/10/18)

- C budget approved at just over £1m
- C applied to revise the disclosure phase
- C expected 20-30 lever arch files
- C received 55 lever arch files
- C sought an increase from £62,626 to £111,811
- Bar should not be set too high or else parties will err on the side of caution by making budgets over generous
- In this case there was a significant development
- Additional amount approved (not quite as claimed)

38

---

---

---

---

---

---

---

---

## Good Reason Guidance?

- Harrison v University Hospital Coventry & Warwick NHS Trust [2017] EWCA CIV 792
- “As to what will constitute “good reason” in any given case I think it much better not to seek to proffer any further, necessarily generalised, guidance or examples. The matter can safely be left to the individual appraisal and evaluation of costs judges by reference to the circumstances of each individual case”.
- But Courts told not to adopt a lax or over-indulgent approach.
- Apply something along the lines of the *Denton* test.

39

---

---

---

---

---

---

---

---



## Summary

- If in doubt, file a budget.
- Be sensible when it comes to trying to agree budgets.
- Agree or apply in advance of exceeding your budget if there are significant developments.
- Significant development- relatively low bar.
- Good reason- relatively high bar.

Paragon   
Costs Solutions

40

---

---

---

---

---


---

---

---

## Paragon Costs

### Costs Update

Paragon   
Costs Solutions

41

---

---

---

---

---

---

---

---



## **Terence Dickens**

### **VWV**

*“Claims against Financial Services Professionals”*



## Terence Dickens

### Partner

0117 314 5408

[tdickens@vww.co.uk](mailto:tdickens@vww.co.uk)

Terence is an experienced disputes lawyer and Partner in the commercial litigation team at our Bristol office. He is also a key member of our fraud team, specialising in financial services litigation, fraud claims and investigations, contentious regulatory matters and related insurance coverage advice and claims (including D&O defence) and procurement disputes.

Terence frequently acts for IFAs and investment managers in contentious matters (on both an insured and uninsured basis), including defending claims and complaints of mis-selling/breach of mandate before both the Courts and the FOS, as well as FCA investigations and disciplinary proceedings and in respect of restrictive covenant and breach of confidentiality issues arising upon the exit of senior personnel/advisors.

Terence has been an insurance partner at a leading international insurance law firm and has advised numerous financial institutions/retail financial services firms, corporates, private individuals and public sector clients, including local authorities, central government departments and insurers/reinsurers, on a wide range of financial and commercial disputes.

Taking a risk-based approach, with cost-benefit firmly in mind, Terence is a keen advocate of ADR. He seeks to keep relationships on track by focussing upon both dispute avoidance and the resolution of disputes at an early stage, with commercial considerations front and centre in his advice.

# PNLA Bristol Conference: Claims against Financial Services Professionals

Terence Dickens | Partner



1

---

---

---

---

---

---

---

---

## Types of financial services professionals

- Broad umbrella
- Non-banking retail (i.e. consumer facing) financial services professionals
- Focus on: IFAs; investment managers; SIPP operators; credit brokers; and accountants



2

---

---

---

---

---

---

---

---

## FS regulation/regulatory overlay/roadmap

- FSMA
- FCA Rules and Principles
- Court claims vs FOS and interplay with FSCS claims
- Principal/AR issues
- Themes/areas of interest/interesting cases



3

---

---

---

---

---

---

---

---



### Routes to redress/compensation for claimants/complainants in FS context

- FOS
- POS
- FSCS
- (Professional negligence) court claims



4

---

---

---

---

---

---

---

---



### FCA (and PRA) rules and principles

- Section 150 FSMA 2000 (now Section 138D)
- FCA Register
- FCA Principles:
  - Prin 2.1 sets out 12 general/over-arching principles for FCA regulated businesses
  - These principles inform conduct/standards, and the duty owed



5

---

---

---

---

---

---

---

---



### Focus on Consumer Duty

- Principle 12 – Consumer Duty:
  - A firm must act to deliver good outcomes for retail customers
  - A higher and “more exacting” standard for FCA regulated financial services firms



6

---

---

---

---

---

---

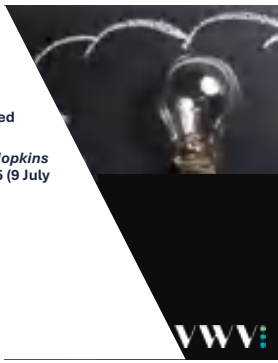
---

---



## Principal/AR relationships

- Limiting the scope of authority/regulated principal responsibility
- *KVB Consultants Ltd and Ors v Jacob Hopkins McKenzie Ltd and Ors* [2024] EWCA 765 (9 July 2024)




---

---

---

---

---

---

---

---

7



## Other exciting cases?

- Consumer context
- Focus on paying and receiving commissions – wide application
- Disclosed/undisclosed/partially disclosed/“secret” vs “half-secret” distinctions matter




---

---

---

---

---

---

---

---

8



## Johnson v FirstRand Bank - commissions

- *Johnson v FirstRand Bank Ltd (t/a Motonovo Finance)* plus two other linked cases: *Hopcroft and another v Close Brothers Limited* and *Wrench v FirstRand Bank Limited (t/a Motonovo Finance)* [2024] EWCA Civ 1282
- Appeal to SC
  - FCA and National Franchised Dealers Association intervention
  - Attempted Treasury intervention
  - 3-day hearing set for 1 April 2025




---

---

---

---

---

---

---

---

9



## The potential consequences

- Flood of litigation in motor finance industry (claims vs lenders and credit brokers)
- Possible £30/40bn (plus?) cost to industry
- NB – principles are of much wider application
- Accountants/other referrers affected
- Tax avoidance scheme e.g.
- If secret – can elect to unwind/rescind contract affected and claim resultant losses (far higher than the commission)

10



10

---

---

---

---

---

---

---

---



## Any questions?

11



11

---

---

---

---

---

---

---

---



**Terence Dickens | Partner**  
tdickens@vwv.co.uk  
0117 314 5408  
07500 047 118



vwv.co.uk | Birmingham • Bristol • London • Watford



12

---

---

---

---

---

---

---

---



**Neil Williams & Michael Blüthner Speight  
Howden Group  
&  
Joe Bryant  
Beale & Co**

*“The Insurance Broker’s Perspective”*



The logo for Howden, featuring the word "HOWDEN" in a bold, black, sans-serif font. The letters are slightly shadowed, giving it a 3D appearance. The logo is centered on a light green rectangular background.

Neil is a Divisional Director dealing with claims and risk management in the Professional Indemnity division of Howden. Neil has a Law Degree and is ACII qualified.

Neil has more than 20 years experience dealing with a wide variety of professions with a particular emphasis on accountants, actuaries, lawyers and insurance brokers.

As part of his role, Neil regularly gives risk management guidance and presentations to clients as well as writing articles on relevant topics.

Finally, Neil also sits on the ICAEW Professional Indemnity Committee which gives him a real insight into issues affecting the accountancy profession.



**Neil Williams LLB (Hons) ACII**

Director

Financial Lines Group Claims

E [neil.williams@howdengroup.com](mailto:neil.williams@howdengroup.com)

M +44 (0)7710 705 055

Michael Blüthner Speight is a Divisional Director in the Legal Practices Group at Howden Insurance Brokers. He is a qualified solicitor and was previously a partner in a top 40 law firm specialising in defending lawyers against professional negligence claims.

Since moving into the insurance industry in 2012, Michael has held roles in claims, risk management and underwriting with insurers including Zurich and Travelers, before joining Howden in August 2024 to lead the delivery of Howden's thought leadership in the solicitors' PII market.



**Michael Blüthner Speight**

**- MA (Oxon), Solicitor**

Divisional Director

Legal Practices Group

E [m.bluthnerspeight@howdengroup.com](mailto:m.bluthnerspeight@howdengroup.com)

M: +44 (0)7729 097 453

## Joe Bryant

### Partner

T: +44 (0) 117 428 9333

M: +44 (0) 7786 679 602

E: [j.bryant@beale-law.com](mailto:j.bryant@beale-law.com)



Joe specialises in defending lawyers and insurance brokers (and their London market insurers) against claims for professional negligence and has an established client base including some of the largest legal and insurance firms both in the UK and internationally.

He advises on the full spectrum of issues facing the legal and broking professions, from M&A lawyers facing complex corporate and tax litigation on the one hand, through to Lloyds brokers having to deal with disputed declinatures and Insurance Act interpretation on the other. He is routinely instructed by the insurance market to act for its policyholders in resolving their disputes, as well as providing coverage advice on policy interpretation. Away from brokers and lawyers, Joe also acts (again predominantly through the UK insurance market) for construction professionals, having been involved in a wide range of claims both nationally and internationally over his 20 year career to date.

Joe's experience includes:

- Resolving a £55m claim against a midlands firm arising from an alleged failure to advise on the most appropriate structure for earn-out following a corporate sale.
- Succeeding at trial in defending a firm against allegations that they had failed to advise their client appropriately on the availability in divorce proceedings of a pension sharing order.
- Advising on claims arising from Bath Spa, the Olympic Stadium and the partial collapse of the M4 Brynglas Tunnels, as well as several claims under the Defective Premises Act.
- Joe is ranked in the legal directories as a leading lawyer in the field of professional indemnity, being ranked as Band 1 in Chambers 2023.

He regularly delivers risk management training to firms throughout the UK and speaks and writes widely on professional indemnity issues in the insurance market. Joe also co-wrote leading textbook "Insurance Broking Practice and the Law".



**Neil Williams - Howden Group  
&  
Joe Bryant - Beale & Co**



1

---

---

---

---

---

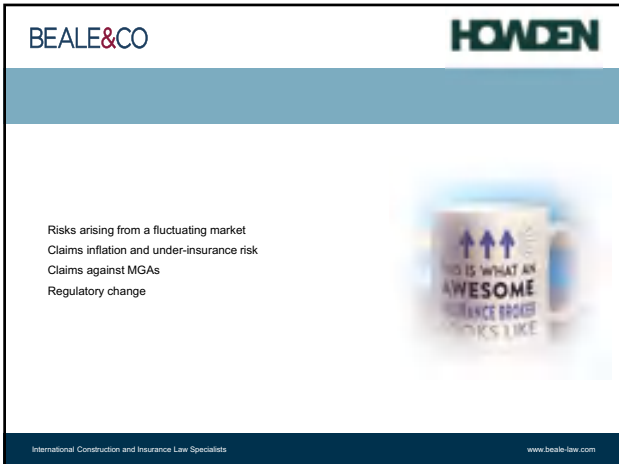
---

---

---

---

---



2

---

---

---

---

---

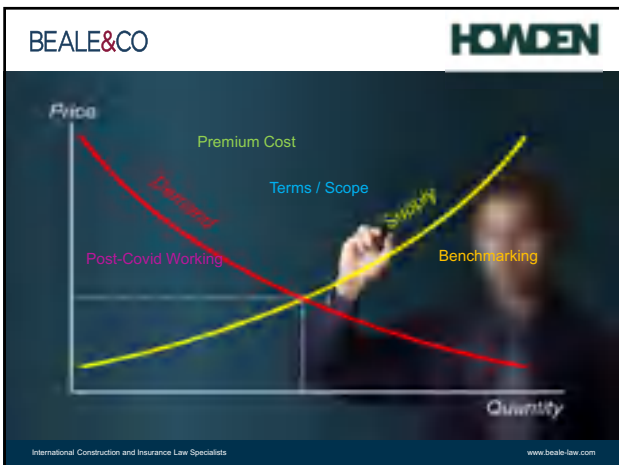
---

---

---

---

---



3

---

---

---

---

---

---

---

---

---

---

**BEALE&CO** **HOWDEN**

Increasing Claims Costs

Economic Inflation

Wages

Services

Goods

New Risks

Political

Environmental

Legal / Regulatory

Social

Excess Inflation

International Construction and Insurance Law Specialists [www.beale-law.com](http://www.beale-law.com)

4

---

---

---

---

---

---

---

---

**BEALE&CO** **HOWDEN**

MGAs

Volume Binders

Lloyds Review 2018

Significant claims

LLOYD'S

International Construction and Insurance Law Specialists [www.beale-law.com](http://www.beale-law.com)

5

---

---

---

---

---

---

---

---

**BEALE&CO** **HOWDEN**

Regulatory

Product Governance Rules 2022

Clarity and Transparency

Terms  
Scope  
Cost

Remuneration

International Construction and Insurance Law Specialists [www.beale-law.com](http://www.beale-law.com)

6

---

---

---

---

---

---

---

---



7

---

---

---

---

---

---

---

---



**Michael Blüthner Speight  
Howden Group**

PNLA Bristol Conference  
Solicitors' PII market in 2025 – a soft sell?

8 March 2025

Michael Blüthner Speight MA (Oxon), Solicitor  
Divisional Director  
Howden Insurance Brokers Ltd



1

---

---

---

---

---

---

---

---

PNLA Bristol Conference



Overview

- Overview of 1 October 2024 Solicitors' PII renewal season
- Predictions for Solicitors' PII market in 2025
- Questions?

2

---

---

---

---

---

---

---

---

PNLA Bristol Conference

Overview of  
1 October 2024  
renewal season

- Capacity
- Appetite
- Premiums
- Policy periods
- Excess layers
- Premium Finance
- Cyber

3

---

---

---

---

---

---

---

---



PNLA Bristol Conference

---

Capacity

Percentage of firms renewing month by month in 2024

- Capacity more plentiful than 1 April 2024 renewal
- One new insurer entered the market
- No insurers exited the market
- 1 October remains most popular renewal date for law firms

---

4

---

---

---

---

---

---

---

---

---

---

PNLA Bristol Conference

---

Appetite

Percentage of firms moving insurer

- Greater competition between insurers
- Marked increase in appetite for new business
- Restrictions on higher-risk AOPs relaxed

---

5

---

---

---

---

---

---

---

---

---

---

PNLA Bristol Conference

---

Premiums

Changes in average rate on fees applied by insurers

- Majority of Howden clients achieved rate reductions for 1 October renewal
- Small increase in firms decreasing their excess
- Reduction in firms increasing their excess

---

6

---

---

---

---

---

---

---

---

---

---

PNLA Bristol Conference

Policy periods

Percentage of firms taking out longer policy periods



- Longer-term policies widely available
- Increase in clients opting for longer-term policies
- Some clients held out in the hope for even cheaper premiums in 2025

7

---

---

---

---

---

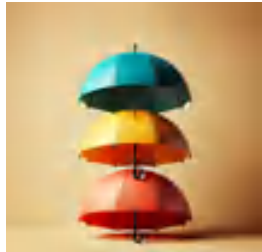
---

---

---

PNLA Bristol Conference

Excess layer cover



- Savings generally achievable for lower excess layers (up to £10 million)
- Premiums largely stable above £10 million
- A number of clients took the opportunity to purchase additional cover

8

---

---

---

---

---

---

---

---

PNLA Bristol Conference

Premium financing



- Much more scrutiny by credit providers than previous years
- Some firms kept waiting weeks for approval

9

---

---

---

---

---

---

---

---

Cyber insurance



- Small increase in uptake of cyber insurance across profession
- Several clients said they used the benefit of a rate reduction in their PII to purchase cyber insurance for the first time

10

---

---

---

---

---

---

---

---

Proposal forms



- Insurers prepared to accept short-form declarations rather than full proposal forms
- Full proposal forms normally required every 3 years

11

---

---

---

---

---

---

---

---

Predictions for Solicitors' PII market in 2025

- Capacity
- Appetite
- Premiums
- Excess layers
- Policy periods
- Premium Finance
- Cyber

12

---

---

---

---

---

---

---

---



## Questions

Further reading:

- Howden's Market Report for Solicitors – January 2025  
<https://www.publitas.com/howden-uk-group/howden-solicitors-market-report-jan-2025/page/1>



---

---

---

---

---

---

---



*Panel discussion session*

*"Improving the protocol - disclosure - ADR and more!"*



*"Chair's Closing Remarks"*





**Total CPD – 7 hours**

**To complete your feedback form please go to:**

**<https://www.pnla.org.uk/event/bristol-conference-6-march-2025/>**