



REGULATING BARRISTERS

**Meeting of the Bar Standards Board
Thursday 13 June 2019, 5.00 pm**

**Room 1, First Floor, Bar Standards Board Offices,
289-293 High Holborn, London, WC1V 7HZ**

Agenda - Part 1 – Public

				Page
1.	Welcome / announcements • new Barrister Board Members (5.00 pm)		Chair	
2.	Apologies		Chair	
3.	Members' interests and hospitality		Chair	
4.	Approval of Part 1 (public) minutes • 28 March 2019	Annex A	Chair	3-5
5.	a) Matters arising and action points b) Forward agenda	Annex B Annex C	Chair Chair	7-8 9
6.	Year-end report of the Planning, Resource and Performance Committee (PRP) (5.10 pm)	BSB 019 (19)	Steve Haines	11-17
7.	Professional Indemnity Insurance: Minimum Terms of Cover (5.20 pm)	BSB 020 (19)	Ewen Macleod	19-34
8.	Chair's Report on Visits and External Meetings from Apr – June 2019 (*)	BSB 021 (19)	Chair	35
9.	Any other business (5.30 pm)			
10.	Date of next meeting • Thursday 18 July 2019			
11.	Private Session			

John Picken
Governance Officer
JPicken@barstandardsboard.org.uk
6 June 2019

<p style="text-align: center;">BAR STANDARDS BOARD</p>
--

REGULATING BARRISTERS

Part 1 - Public**Minutes of the Bar Standards Board meeting**

Thursday 28 March 2019, Room 1.1, First Floor

289 – 293 High Holborn, London, WC1V 7HZ

- Present:** Baroness Tessa Blackstone (Chair)
Naomi Ellenbogen QC (Vice Chair)
Lara Fielden
Andrew Mitchell QC
Irena Sabic
Nicola Sawford
Adam Solomon QC
Kathryn Stone OBE
Stephen Thornton CBE
- By invitation:** Richard Atkins QC (Chair, Bar Council)
Amanda Pinto QC (Vice Chair, Bar Council)
James Wakefield (Director, COIC)
Grant Warnsby (Treasurer, Bar Council)
Malcolm Cree CBE (Chief Executive, Bar Council)
- BSB Executive in attendance:** Peter Astrella (Regulatory Risk Manager)
Vanessa Davies (Director General)
Rebecca Forbes (Head of Governance & Corporate Services)
Oliver Hanmer (Director of Regulatory Assurance)
Michael Jampel (Head of Policy and Research)
Andrew Lamberti (Communications Manager)
Ewen Macleod (Director of Strategy and Policy)
John Picken (Governance Officer)
Wilf White (Director of Communications and Public Engagement)
- Press:** Neil Rose (Legal Futures)
Max Walters (Law Society Gazette)

Item 1 – Welcome

1. The Chair welcomed Members and guests to the meeting.

2. **Item 2 – Apologies**

- Alison Alden OBE
- Aidan Christie QC
- Steven Haines
- Zoe McLeod
- Mark Hatcher (Special Adviser to the Chair of the Bar Council)
- Sara Jagger (Director of Professional Conduct)

Item 3 – Members' interests and hospitality

3. None.

Part 1 - Public

Item 4 – Approval of Part 1 (public) minutes (Annex A)

4. The Board approved the Part 1 (public) minutes of the meeting held on Thursday 31 January 2019.

Item 5a – Matters arising and action points (Annex B)

5. The Board noted the updates to the action list.

Item 5b – Forward Agenda (Annex C)

6. Members noted the forward agenda list.

Item 6 – Strategy 2019-2022 and Business Plan 2019-2020

BSB 009 (19)

7. Oliver Hanmer introduced the paper drawing attention to:
- the strategic plan 2019-22
 - the BSB risk outlook 2019-22
 - the business plan 2019-20
 - the research plan 2019-20
8. He also referred to the organisational values as expressed in paragraph 6 of the report which would apply to all those working for the BSB. The Board approved these unanimously.
9. Richard Atkins QC commented positively on the values, in particular the commitment to efficiency. In this regard, he stressed the need for the BSB and Bar Council to work effectively together, within the bounds of the existing protocol, to avoid any duplication of effort.
10. The Board strongly endorsed this approach. Andrew Mitchell QC noted that some issues under Strategic Aim 3 (advancing access to justice in a changing market) might also fall within the remit of the Bar Council and be more readily accomplished by it. We should therefore keep lines of communication open to encourage a streamlined, efficient way forward.
11. **AGREED**
- a) to approve the Strategy for 2019-22 and the associated Risk Outlook. **OH**
 - b) to approve the Business Plan for 2019-20 and note the supporting Research Plan. **OH**
 - c) to approve the new organisational values.

Item 7 – Amendment to Scheme of Delegations to give effect to the new Bar qualification rules

BSB 010 (19)

12. Vanessa Davies referred to the forthcoming rule changes to provide for new Bar training arrangements. These require changes to the BSB's Scheme of Delegations so that they can be implemented.
13. **AGREED**
- a) to approve the proposed additions to the Scheme of Delegations (delegated to the Director General) to take effect following publication of the amended Handbook, giving effect to the rule changes for new Bar training; **VLD to note**
 - b) to endorse the Director Generals' proposed sub-delegations as set out in the paper. **VLD to note**

Item 8 – Amendment to Standing Orders

BSB 011 (19)

14. The Board **agreed** that the BSB Standing Orders 2019 will now come into force as from 15 October 2019 and **approved** an amendment so that the Independent Decision-Making Body (IDB) is formally established on the same date.

Item 9 – Chair’s report on visits and external meetings (Feb – Mar 2019)

BSB 012 (19)

15. The Board **noted** the report.

Item 10 – Any Other Business

16. None.

Item 11 – Date of next meetings

17.
 - Thursday 2 May 2019 (Board Away Day).
 - Thursday 13 June 2019 (full Board meeting).

Item 12 – Private Session

18. The following motion, proposed by the Chair and duly seconded, was agreed.
That the BSB will go into private session to consider the next items of business:
- (1) Approval of Part 2 (private) minutes – 31 January 2019;
 - (2) Matters arising and action points – Part 2;
 - (3) Approval of fees and charges for the authorisation and supervision of Authorised Education and Training Organisations (AETOs);
 - (4) Review of the BSB’s Communication and Public Engagement (CPE) Strategy
 - (5) BSB Consolidated Risk Report for the Board: March 2019;
 - (6) Professional Indemnity Insurance and BMIF
 - (7) Scope of practice – review of how barristers could provide legal services in the future
 - (8) Quarterly Strategic update;
 - (9) Any other private business.
19. The meeting finished at 5.15 pm.

BSB – List of Part 1 Actions

13 June 2019

(This includes a summary of all actions from the previous meetings)

Min ref	Action required	Person(s) responsible	Date of action required	Progress report	
				Date	Summary of update
11a/b (28/03/19) - Strategy 2019- 2022 and Business Plan 2019-2020	Publish the Strategy 2019- 2022 and Business Plan 2019-2020 on the BSB website	Oliver Hanmer	immediate	29/03/19	Completed
9b (25/10/18) - Modernising regulatory decision making –revised Standing Orders / BSB Handbook Regulations	seek a rule change application with the LSB for proposed revisions to the Enforcement Decision Regulations and the associated consequential amendments to the BSB Handbook	Sara Jagger	by early Feb 19 by 3 June 19	29/05/19	Ongoing – by date of meeting, application will be have been submitted and will be under consideration – LSB requested that it be submitted on 3 June to fit with its work schedule.
				08/03/19	Change to deadline – the implementation date for the Regulatory Operations arrangements has been put back to October, the submission of the LSB rule change application has accordingly also been put back. It is now due to be submitted in April.
				18/01/19	Ongoing – draft application in progress - -due to be discussed with LSB in early February prior to formal submission in mid/late February depending on LSB response to draft.
				13/11/18	Change to deadline – as the new Regulatory Operations arrangements are not now due to be come into force until 1 June 2019, the application to the LSB is scheduled for early February 2019.
9b (27/09/18) - Annual Enforcement Report 2017-18	engage with stakeholders to improve access to information for litigants-in-person about the UK legal system including the adversarial nature of the barrister's role	Wilf White	before Aug 19	05/06/19	Ongoing – The current review of Legal Choices' existing content recommends that Legal Choices should make more use of links to other websites offering content rather than commissioning its own so it may be decided to link to advice for litigants in person from the Bar Council, Law Society and others.

BSB – List of Part 1 Actions

13 June 2019

(This includes a summary of all actions from the previous meetings)

Min ref	Action required	Person(s) responsible	Date of action required	Progress report	
				Date	Summary of update
				22/01/19	Ongoing – articles accepted by Legal Choices for May and August the first on transparency and the second on litigants in person
				13/11/18	Ongoing – Wilf White has spoken to the Legal Choices Steering Group and it has been agreed that the BSB will contribute two articles to the site this year one of which will cover this issue.

Forward Agendas

Thursday 18 Jul 19

- Corporate Risk Report (summary)
- Proposed amendments to the publication of disciplinary findings policy
- Proposed Handbook Review

Thursday 26 Sept 19

- Strategic update from the Director General
- Consolidated Risk Report (summary)
- Regulatory Operations – approval of update Scheme of Delegations and Commissioner's prospective sub-delegations
- 2018/19 Enforcement Report (summary)
- EIA of Equality Rule

Thursday 31 Oct 19

- GRA Annual Report
- Mid Year report – PRP Committee
- Amendments to governance documents

Thursday 28 Nov 19 (BOARD AWAY DAY - incl Joint Meeting with the LSB 1.00 pm – 2.30 pm (pending confirmation with LSB)

- Handbook Review – emerging findings

Thursday 30 Jan 20

- Strategic update from the Director General
- Corporate Risk Report (summary)
- Annual Diversity Data Report
- CPD evaluation report
- Handbook review proposals

Thursday 26 Mar 20

- Strategic update from the Director General
- Consolidated Risk Report
- Agree scope of Handbook review

Meeting:	Bar Standards Board	Date:	13 June 2019
-----------------	---------------------	--------------	--------------

Title:	Year-end report of the Planning, Resource and Performance Committee (PRP)
Author:	Rebecca Forbes
Post:	Head of Governance and Corporate Services

Paper for:	Decision: <input type="checkbox"/>	Discussion <input type="checkbox"/>	Noting <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>
-------------------	---	--	---	--

Recommendations

1. **Note** the performance dashboard reporting on the completion of business plan activities at year-end provided as Annex 1. The majority of business activities have met the published timetable; and
2. **Note the assurance** that the Committee will have scrutinised the detailed BSB quarter 4 performance report the week prior to the Board meeting, and has scrutinised reports for the previous three quarters.

Executive Summary

3. Under the new governance arrangements, the Planning, Resources and Performance (PRP) Committee reports twice annually to the Board on the performance of the BSB against its business plan commitments and budget. Detail on the BSB's performance over the 2018 – 19 year will be set out in our Annual Report (which was discussed by PRP at its meeting on 6 June). This report provides a high level summary of performance over the second half of the year. It does not reiterate the mid-year report.
4. The BSB has continued to perform well against business plan commitments. We have met the published timetable for the majority of activities. Continued oversight of ongoing projects and business as usual activities by senior management and programme boards has enabled us to foresee emerging challenges and respond accordingly. We remain leanly resourced and this impacts upon our resilience and capacity to accommodate unforeseen demands. The allocation of resources is kept under close review by both the Committee and the SMT, particularly as we near final implementation of the Regulatory Operations programme of work.
5. We ended the year with a surplus against budget, being due to higher PCF and BPTC income than we had budgeted for. We were less than 1% overspent against our budgeted expenditure.

Risks

6. Managing the competing demands of the BSB and the Bar Council on the centralised services of IT, HR and Finances is a feature of the governance model within which we currently operate. Whilst controls are in place to mitigate the risks to the delivery of BSB projects and to ensure that they are given proper priority, it nevertheless remains an area that is the subject of close scrutiny by both the Executive and PRP.

Year-end report of the Planning, Resource and Performance Committee (PRP)

1. The PRP will review the quarter 4 and year-end performance against business plan activities set out in the [2018 -19 Business Plan](#)¹ (summarised in the dashboard at Annex 1) at its meeting on 6 June 2019.
2. All but three of the business plan activities were completed in line with our published commitments. Those completed outside of the published timetable were in line with revised timelines agreed by the Board, the Senior Management Team (SMT), or Programme Boards. The three activities where we did not meet the published timetable will still meet end delivery dates, but short-term delay was unavoidable given turnover of staff and the subsequent restructure of the Strategy and Policy Directorate.
3. Those three activities were the: Equality and Access to Justice programme (on target for delivery by end 2019 but activities in the last business year were re-prioritised whilst a vacancy was recruited to); Publication of the Risk Outlook and Risk Index (Risk Index delayed to first quarter of this business year in part to allow the more business critical publication of the Risk Outlook concurrently with the Strategic Plan); and Evaluation of our new approach to CPD (commitment was to publish a report in quarter 4 but publication has been delayed although the research is underway).
4. The prioritisation of activities within the Information Management (IM) Programme, and potential impacts on our capacity to deliver the commitments made under the Regulatory Operations Programme (implementation of the Contact & Assessment Team and the Independent Decision-Making Body), has been the subject of continuing consideration by PRP. Controls are in place to manage the risk both within the IM Programme and at individual programme/project level. SMT and PRP continue to closely monitor the impact of the IM Programme on performance.

KPIs

5. The Professional Conduct Department (PCD) achieved its overall corporate target at year end, with 81.6% of complaints concluded or referred to disciplinary action within service standards. Following failures to meet two of the three underlying Operational Performance Indicators (OPIs) in successive quarters, the PRP will consider a more detailed analysis of the reasons for delays in conclusion of complaints following investigation at its meeting on 6 June. The impact of changes to how we investigate, and the challenges faced during investigations, set alongside ongoing understaffing due to turnover and other issues, are some of the factors that have contributed to cases taking longer to conclude.
6. PRP has asked the executive, as part of the Regulatory Operations Programme work, to make OPIs more nuanced and distinguish between cases where the cause of delay is within our control (or influence) and where it is not. The Committee will consider proposed revised OPIs in September.
7. The Authorisations Team met its KPIs in this year. The team's performance has shown sustained improvement over the year, with performance improving every quarter. For the year ending 31 March 2019, 83% of applications had been determined within six weeks (and for the last quarter of the year, 93.8% of applications were determined within six weeks). This compares to 53% of applications determined within six weeks in the previous year.

¹ https://www.barstandardsboard.org.uk/media/1927680/bsb_business_plan_2018_19_final.pdf

Major programmes

8. The new Bar Qualification Rules came into force on 1 April, so that the Future Bar Training (FBT) programme has now transitioned to its implementation phase. All business plan commitments for this programme were delivered by year end. We signed the Memorandum of Understanding with COIC in late March, which outlines our respective roles in the education, training and qualification of barristers. As the new rules came into force on 1 April, we also then published the first version of the Curriculum and Assessment Strategy² (which sets out the requirements for all three components of Bar training) and the *Bar Qualification Manual*³ (which provides guidance on the rules). We will be implementing various aspects of the new rules between now and September 2021 whilst ensuring that prospective barristers already part way through their training are not disadvantaged.
9. We considered the responses we received to our 2018 consultation on Modernising Regulatory Decision Making and deciding to proceed with changes to our regulatory decision making. The Regulatory Operations programme (including establishment of the Contact & Assessment Team and the Independent Decision-Making Body (IDB)) is on target with the revised timeline of mid-October. Recruitment of IDB panellists has concluded, and recruitment of the Independent Reviewer is still in progress at the time of this report. This programme of work is dependent upon the IM programme (to deliver the case management system and the new website) and the controls in place are the subject of continuing scrutiny by PRP.
10. The CMA programme has progressed to time and budget. The new transparency standards are designed to improve the information available to the public before they engage the services of a barrister. Following a series of public consultations, the Board agreed the new rules in January 2019 and then submitted them to the Legal Services Board for approval.

Resources

11. Staff turnover increased to 28% for the year ending 31 March, compared to 10% for the previous year, with voluntary turnover of 20%. PRP scrutinises these figures at least quarterly and is assured that there are no underlying systemic issues that are not being addressed. The Strategy and Policy Directorate had a number of unrelated resignations earlier in the year, and PRP concurred with proposals to re-prioritise some business plan commitments from the 2018 – 19 year. The Committee is assured that the subsequent restructure of that Directorate leaves it sufficiently well resourced to meet commitments in this next strategic period.

Finance

12. Annex 2 provides the headline financial performance information. In the year ending 31 March 2019, the BSB received £1,565k in income against a budget of £1,166k. This is our directly controlled income i.e. does not include income from the PCF. We exceeded our budget by slightly more than £398K, due to higher than expected income for the Bar Course Aptitude Test (BCAT) and the BPTC. Our initial budget estimates were conservatively set, given our uncertainty over uptake given the imminent implementation of the revised routes for Bar training.

²

https://www.barstandardsboard.org.uk/media/1984218/curriculum_and_assessment_strategy_1_april_2019.pdf

³ <https://www.barstandardsboard.org.uk/qualifying-as-a-barrister/bar-training-requirements/bar-qualification-manual-index/>

13. Expenditure at year end shows an overspend of less than 1% against budget. This is due to an underspend on staff costs (offsetting overspend on non-staff expenditure), because of the increase in staff turnover. The overspend on non-staff costs was mainly due to additional expenditure on centralised examinations. We added greater rigour to the ethics assessment process and in so doing incurred expenditure which we had not planned at the time of setting the budget.
14. PCF income was also higher than anticipated and allocation to the BSB was re-considered in light of the income received (an additional £975K allocated to the BSB). Figures in Annex 2 indicate a basic operating surplus but do not account for the allocation of costs for Resources Group (shared services). This came to £4,100K for the year taking the total cost of regulation to £9,678K ie a surplus of £82K.

BSB and Resource Group (RG)

15. The Finance team has achieved significant improvements in management accounting and reporting, with the team at full capacity and working in partnership with BSB budget holders to support their oversight of allocated budgets.
16. The case management system and new website development remain on target, and we intend to launch these when we establish the Contact & Assessment Team and the IDB in mid-October.

Annexes

17. Annex 1 – Year-end Performance Dashboard
Annex 2 – Management Accounts summary
18. The additional documents reviewed by PRP (the HR dashboard, and the detailed analysis of the reasons for delays in conclusion of complaints following investigation) are available to Board members upon request.

Lead responsibility

Steven Haines, Chair of PRP Committee
Rebecca Forbes, Head of Governance and Corporate Services

Year-end Dashboard (2018-19)

Strategic Programme 1
Regulating in the public interest

Task	Assigned to	Import	Size	Priority	Status/ On Target	Budget	Ctrl	Ref
CMA - Transparency	S&P	4	3	High	●	●	BSB	
PII	S&P	4	3	High	●	●	BSB	
Updating the BSB Handbook	S&P	4	2	Medium	●	●	BSB	
CMA - Independent Feedback Platforms	RAD	4	2	Medium	●	●	BSB	
Anti Money Laundering	RAD	4	2	Medium	●	●	BSB	
Equality and Access to Justice	S&P	4	2	Medium	●	●	BSB	3
Regulatory Risk	S&P	3	2	Medium	●	●	BSB	3
Scope of Practice	S&P	2	3	Medium	●	●	BSB	
Enforcement	PCD	2	2	Low	●	●	BSB	
Entity and ASB Regulation	RAD	2	1	Low	●	●	BSB	
Immigration	S&P	2	1	Low	●	●	BSB	

Strategic Programme 2
Supporting barristers and those the BSB regulates to face the future

Task	Assigned to	Import	Size	Priority	Status/ On Target	Budget	Ctrl	Ref
FBT - Authorisations Framework	RAD	4	4	High	●	●	BSB	
FBT - Examinations	RAD	4	4	High	●	●	BSB	13
FBT - Rule Change	S&P	4	3	High	●	●	BSB	
FBT - Pupillage Project	RAD	4	3	High	●	●	BSB	
FBT - Evaluation	S&P	4	2	Medium	●	●	BSB	
CPD/ Assuring Standards of Practice	RAD	2	3	Low	●	●	BSB	3
Public and Licenced Access	S&P	2	2	Low	●	●	BSB	

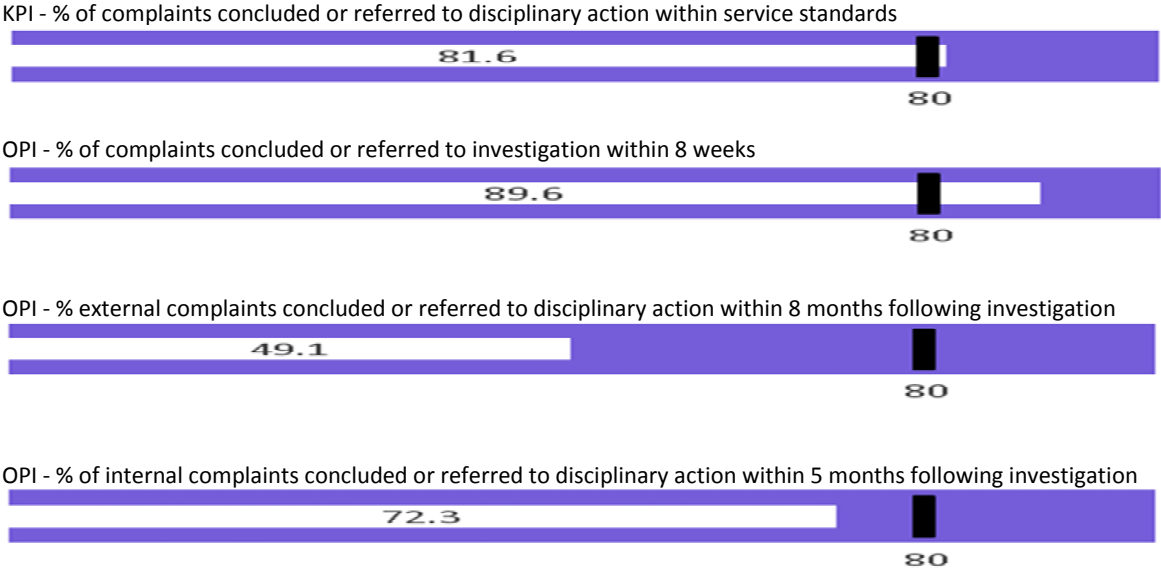
Strategic Programme 3
A strong and sustainable regulator

Task	Assigned to	Import	Size	Priority	Status/ On Target	Budget	Ctrl	Ref
Modernising Decision Making	PCD	4	4	High	●	●	BSB	
Board	CS	4	3	High	●	●	BSB	
Assurance, Governance, Risk and Audit	CS	4	1	Medium	●	●	BSB	
Governance Recruitment	CS	3	2	Medium	●	●	BSB	
APEX	CS	3	2	Medium	●	●	BSB	
Legal Support Arrangements	PCD	3	2	Medium	●	●	BSB	

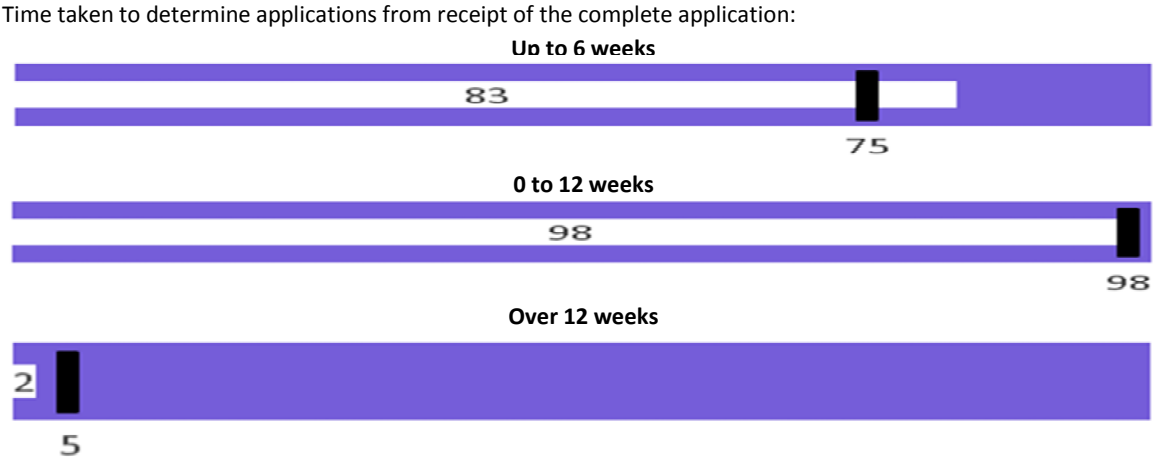
2018-19 Q3 YTD Actuals v Budget			
	(k) Actual	(k) Budget	(k) Var
Income			
Expenditure			

Key			
Importance	↑	4 More important	Size
	↓	1 Less important	
Weighting	■	Higher Weighting	
	■	Lower weighting	

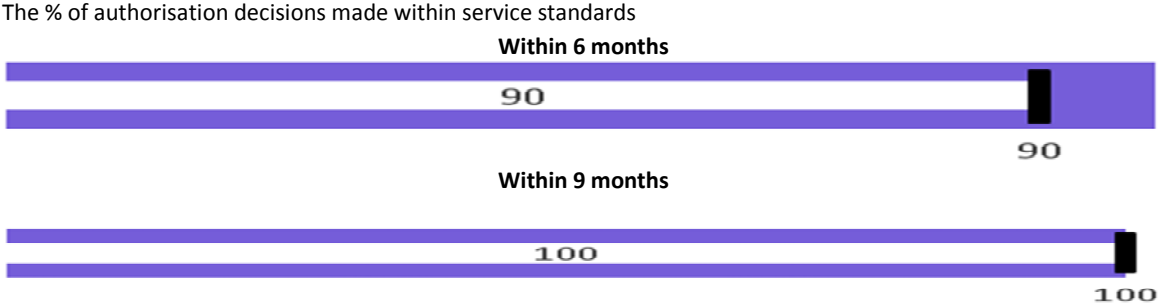
Professional Conduct Indicators



Authorisations



Entity Authorisation Decisions



General Council of The Bar
Bar Standards Board
BSB Summary
Mar-19

	Month Actual	Month Budget	Variance F/(A)	Y-T-D Actual	Y-T-D Budget	Variance F/(A)	Annual Budget
Income							
Practising Certificate Fees	601,667	674,582	(72,915)	8,195,000	7,220,000	975,000	7,220,000
Other Regulatory Income	58,760	21,050	37,710	1,565,243	1,166,800	398,443	1,166,800
Total Income	660,427	695,632	(35,205)	9,760,243	8,386,800	1,373,443	8,386,800
Expenditure							
Staff Costs - Salary Related	361,532	363,507	1,975	4,323,007	4,346,034	23,027	4,346,034
Staff Costs - Temp Staff/Recruitment	18,289	11,400	(6,889)	81,907	159,478	77,571	159,478
Staff Costs - Non- Salary Related	23,340	14,975	(8,365)	78,077	89,900	11,823	89,900
Non - Staff Costs	273,561	155,567	(117,994)	1,095,001	965,491	(129,510)	965,491
Share of Property Project Costs	0	0	0	0	0	0	0
Total Costs	676,721	545,449	(131,272)	5,577,991	5,560,903	(17,088)	5,560,903
Net Surplus / (Loss)	(16,294)	150,183	(166,477)	4,182,251	2,825,897	1,356,354	2,825,897

Meeting:	Bar Standards Board	Date:	13 June 2019
-----------------	---------------------	--------------	--------------

Title:	Professional Indemnity Insurance: Minimum Terms of Cover
Author:	Michael Jampel
Post:	Head of Policy and Research

Paper for:	Decision: <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Noting <input type="checkbox"/>	Other: <input type="checkbox"/> (enter text)
-------------------	--	--	--	--

Recommendation

1. The Board is asked to: **agree** to new MTCs for the self-employed Bar; **agree** to a small revision to BSB's Minimum Terms of Cover (MTCs) for insurance for BSB entities; and **note** a small consequential change to BSB guidance.

Executive Summary

2. This is a follow-on to the paper on insurance that the Board discussed in March 2019. As a result of the Legal Services Board's Thematic Review of Insurance we have agreed a new Memorandum of Understanding with BMIF that states among other things that we, not they, should set Minimum Terms of Cover (MTCs) for insurance for the self-employed Bar (SEB).
3. We have drafted MTCs for the SEB which are substantially the same as those for entities, which BSB had already set, and whose terms have been approved previously. The main paper lists all the changes.
4. We have consulted BMIF on the proposed terms.
5. The BSB Scheme of Delegations reserves to the Board the power to set MTCs, hence this paper.

Risk

6. This work addresses a number of issues raised in the LSB's Thematic Review of Insurance.

Resources (Finance, IT, HR)

7. The resources used are within the planned budget for Strategy & Policy Directorate.

Equality & Diversity

8. These MTCs do not change the substance of the insurance offered by BMIF to the self-employed Bar. All that has happened is that responsibility for setting them has moved from BMIF to BSB. Therefore, there should be no impacts on protected characteristics, socio-economic status or caring responsibilities.

Professional Indemnity Insurance (PII) Minimum Terms of Cover (MTCs)

Introduction

1. This is a follow-on to the paper on insurance that the Board discussed in March 2019. As mentioned in that paper, the Legal Services Board's Thematic Review of Insurance expressed concern about the role of the profession in setting the regulatory arrangements for insurance. As a result of this we have agreed a new Memorandum of Understanding (MoU) with BMIF that states among other things that we, not they, should set Minimum Terms of Cover (MTCs) for insurance for the self-employed Bar (SEB).
2. The Board is asked to: **agree** to new MTCs for the self-employed Bar; **agree** to a small revision to BSB's Minimum Terms of Cover (MTCs) for insurance for BSB entities; and **note** a small consequential change to BSB guidance.

Detail

3. We have drafted MTCs for the SEB which are very similar to those for entities, which BSB had already set. **All** the differences between the two documents, and changes to the existing terms for entities, are listed here:

In **both** sets of terms:

- (a) We will remove references to the Bar Council, who had a small role in appointing a QC or arbitrator to resolve disputes between the insurer and insured: specifically, if the two parties could not agree on who would mediate/arbitrate a dispute, the Chair of the Bar Council would choose someone. (No alternative is proposed in the MTCs, which are therefore now silent on this point.)
- (b) The reference to the Bar Pro Bono Unit now reflects its name change to Advocate. Some numbering errors and other typos have been corrected, and redundant definitions have been removed.
- (c) Change references from "European Lawyer" to "Registered European Lawyer"

Differences between the two sets of terms (i.e. entities and self employed terms):

- (d) For the self-employed Bar, the definition of the "insured" i.e. who is covered, includes "the barrister (including a Registered European Lawyer)", whereas for entities it refers to the "legal entity (limited partnership or limited company) and its legally qualified partners, directors, principals and employees (including Foreign and Registered European Lawyers)". (In both cases pupils and relevant employees of the insured are also covered – unchanged from the existing entity terms.)
- (e) We have also considered what are included as prior and successor practices. The definitions for entities remain unchanged, and take account of mergers etc. The definitions for the self-employed Bar now take account of the possibility of a barrister moving from self-employment into a single-person entity and then back to self-employed practice while essentially running the same legal services business. Our aim is for clients not to be put at risk by an unintended gap in cover, to have simpler rather than more complex processes for barristers, and simpler rather than more complex definitions if possible. BMIF agree: they propose treating the entity as the successor practice of the self-employed barrister, and then the second stint of self-employment as the successor of the entity. This avoids the need for run-off cover to be purchased.

A BMIF suggestion not taken forward at this time:

- (f) In paragraph 4.1 in the section on “Avoidance, repudiation, rescission and reimbursement”, BMIF proposed the change in revisions made in the following:
- “The insurance must provide that, save in the circumstances set out in paragraphs 4.2 to 4.4 below, the Insurer shall not be entitled to cancel, avoid, repudiate or rescind any insurance or any liability thereunder to the Insured or to claim damages against the Insured ~~on any grounds whatsoever, including for any~~ misrepresentation, non-disclosure, or breach of condition or duty.”

We will consider this in due course (see below) but did not wish to propose this change at this time. This is because the proposal requires evaluation both in greater depth and of an evidence base that we will only first collect pursuant to the new MOU, in a few months’ time.

4. NB: the “revisions” in the draft self-employed terms (attached) show changes from the previous entity terms which have been made in both the entity and the self-employed terms. The “comment balloons” show where the two sets of terms differ from each other. This was to avoid including both sets of 12-page terms, given that differences between the two are small.
5. There will be a small change to BSB Handbook guidance (gC114) to reflect the existence of the MTCs for the SEB.
6. In accordance with the MoU, we have consulted BMIF on the proposed terms. They are content (subject to the suggestion not taken forward, above). In our discussions with them, we agreed that it will be worthwhile revisiting the MTCs for both entities and the self-employed Bar in detail after Brexit. This will also give us an opportunity to consider their proposal which we did not take forward at this time, above, para 3f.
7. The BSB Scheme of Delegations reserves to the Board the power to set MTCs, hence this paper. **The Board is asked to agree the Terms.**

Lead responsibility

Michael Jampel

Head of Policy and Research

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

Note: This is not a draft policy but minimum terms which any policy must meet. Where exclusions are permitted, insurers may not impose more onerous terms but may choose to offer more extensive cover in respect of the matters excluded, or any other respects.



BSB Minimum Terms of Cover for Self-Employed Barristers

Table of Contents	PAGE
1. INSURING CLAUSE	2
2. LIMIT OF INDEMNITY	2
3. EXCLUSIONS	3
4. AVOIDANCE, REPUDIATION, RESCISSION AND REIMBURSEMENT	4
5. NOTICE OF CLAIMS	5
6. CONDUCT AND SETTLEMENT OF CLAIMS	5
7. EXTENDED INDEMNITY PERIOD	7
8. DISPUTES AND GOVERNING LAW	7
9. DEFINITIONS	7

Effective as from 00:00 Greenwich Mean Time on 1 July 2019.

BSB 130619

1 INSURING CLAUSE

- 1.1 Subject to the provisions of these Minimum Terms of Cover, the insurance must indemnify the Insured against any and all Claims:
- (a) which are first made against the Insured during the Period of Insurance, or
 - (b) which are first made against the Insured during or after the Period of Insurance and which arise from circumstances first notified to the Insurer during the Period of Insurance or within 28 days of expiry of the Period of Insurance,
- in respect of any and every description of Civil Liability whatsoever arising out of or in any way in connection with the Insured Practice whensoever and wheresoever the act or omission or other circumstances or event giving rise to such liability may have occurred.
- 1.2 The insurance must indemnify the Insured against Defence Costs.
- 1.3 The insurance must indemnify the Insured against civil liability in like terms to paragraph 1.1 to the extent that it arises from any Claim in connection with a Prior Practice.
- 1.4 The insurance shall have no retroactive date.

2 LIMIT OF INDEMNITY

- 2.1 Subject to sub-paragraphs 2.2-2.7 below, the insurance must provide that the liability of the Insurer is not less than:
- (i) the Limit of Cover, and in addition
 - (ii) Defence Costs without limit of amount.
- 2.2 The insurance may provide that if a sum in excess of the Limit of Cover has to be paid in order to dispose of any Claim, the Insurer's liability in respect of Defence Costs shall be in the same proportion as the Limit of Cover bears to the sum paid to dispose of the Claim. In the event of the Insurer having already indemnified the Insured in respect of Defence Costs, the Insurer shall be entitled to recover from the Insured such proportion of them as may exceed that proportion of the sum paid in order to dispose of the Claim as is represented by the Limit of Cover.
- 2.3 The insurance may provide that if a Claim becomes the subject of proceedings before any court or tribunal in the United States or Canada and is resolved (whether by judgment, settlement or otherwise) in accordance with the law of such jurisdiction, any Defence Costs covered under paragraph 2.1(ii) above shall be included within and not payable in addition to the Limit of Cover.
- 2.4 The liability of the Insurer under these Minimum Terms of Cover may exclude:
- (i) any award of punitive, exemplary or multiple damages by any court or tribunal in the United States or Canada;
 - (ii) any costs and expenses incurred without the prior written consent of the Insurer;
 - (iii) any award requiring repayment, reduction or waiver of any fees in whole or in part or case fee ordered by the Legal Ombudsman, and any order in any court proceedings brought to enforce payment of any such award or case fee;
 - (iv) any fine ordered by the BSB or any panel thereof or by any other Regulator.

BSB 130619

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

- 2.5 The indemnity provided by the Insurer under these Minimum Terms of Cover may be provided by the Insurer in its absolute discretion in any one or any combination of the following ways:
- (i) by payment in or towards satisfaction of the Claim and/or claimant's costs to or to the order of the claimant making the Claim against the Insured;
 - (ii) by payment in respect of the Claim and/or claimant's costs and/or Defence Costs to or to the order of the Insured against whom the Claim is made;
 - (iii) by payment in or towards discharge of Defence Costs to or to the order of the legal advisers, adjusters or other persons by whom or in respect of whose services such costs and expenses were incurred.
- 2.6 The insurance may provide that if VAT is payable upon any element of the indemnity provided by the Insurer to any of the Insured who is registered for VAT, such VAT shall be paid and accounted for by such Insured and not by the Insurer.
- 2.7 The insurance may provide for a Deductible. In the event that the Deductible becomes payable by the Insured and is paid by the Insurer to dispose of a Claim, the Insured shall reimburse the Insurer in respect thereof.

3 EXCLUSIONS

- 3.1 Any liability of the Insurer under these Minimum Terms of Cover for the following may be excluded (and where the Insurer chooses to provide cover for Defence Costs of Disciplinary Proceedings, or otherwise going beyond the minimum cover that is required by these Minimum Terms of Cover, the remaining exclusions may so far as relevant extend to such cover):
- (i) Claims for bodily injury or death unless arising out of the provision of Legal Services to a client by the Insured;
 - (ii) Claims for loss of or physical damage to property unless
 - (a) the property is property in the care of the Insured in connection with, but is not occupied or used by him for the purposes of, the Insured Practice, or
 - (b) the loss or physical damage arose out of the provision of Legal Services to a client by the Insured;
 - (iii) Claims arising out of any fraudulent dishonest or malicious act or omission on the part of the Insured, save that (a) the Insurer must indemnify the Insured against Claims arising out of any fraudulent dishonest or malicious act on the part of the Insured's servant or agent for which the Insured is liable in law provided that the Insured establishes to the reasonable satisfaction of the Insurer that it did not commit or condone the fraudulent dishonest or malicious act or omission, and in any event (b) the Insurer must indemnify any other Insured which did not commit or condone the fraudulent dishonest or malicious act or omission;
 - (iv) Claims against which the Insured is entitled to be indemnified under any other insurance, but only to the extent that he is entitled to be and is so indemnified;

BSB 130619

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

- (v) Claims arising out of any breach of any duty owed by the Insured as an employer to an employee, or as owner or occupier of any property;
- (vi) Claims in respect of trading debts incurred by the Insured;
- (vii) Claims in respect of any loss or damage directly or indirectly caused by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (viii) Claims arising out of any dispute between present or former members, pupils, Clerks or Employees of Chambers or other regulated entity in respect of matters relating to or in any way connected with ownership, occupation, possession, management or administration of the Chambers or regulated entity or of any property used in or for the purposes of the Chambers or the regulated entity;
- (ix) Claims made against any Insured in their capacity as a director or officer of a body corporate.
- (x) Claims in respect of any liability incurred under any express term of a contract, save to the extent that such liability would have arisen as a matter of law in the absence of such express term and would otherwise fall within the provisions of these Minimum Terms of Cover.
- (xi) Claims arising out of or in any way in connection with the provision of Legal Services in a system of law and/or jurisdiction in which the Insured is not authorised to provide Legal Services by
 - (a) the BSB or any successor regulator to it; or
 - (b) any competent professional body; or
 - (c) any judicial or other body;
- (xii) Claims arising out of any criminal offence committed or allegedly committed by the Insured or out of an enquiry conducted by Her Majesty's Revenue and Customs into the Insured's tax or VAT affairs.
- (xiii) Costs or penalties incurred in respect of disciplinary proceedings of any type.
- (xiv) Conveyancing, to the extent that this involves services going beyond the scope of reserved instrument activities as defined in the Legal Services Act 2007 and ancillary advice, as for example by carrying out searches or lodging documents with the Land Registry or taking steps to transfer title.

4 AVOIDANCE, REPUDIATION, RESCISSION AND REIMBURSEMENT

- 4.1 The insurance must provide that, save in the circumstances set out in paragraphs 4.2 to 4.4 below, the Insurer shall not be entitled to cancel, avoid, repudiate or rescind any insurance or any liability thereunder to the Insured or to claim damages against the Insured on any grounds whatsoever, including misrepresentation, non-disclosure, or breach of condition or duty.

BSB 130619

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

4.2 If an Insured

- (i) has fraudulently misrepresented or fraudulently failed to disclose any material fact, or
- (ii) notifies any Claim knowing it to be false or fraudulent,

the insurance may provide the Insurer shall be entitled to claim damages and/or to avoid the insurance and/or to refuse to indemnify the Insured. In such event the Insurer may in its absolute discretion, notwithstanding any such avoidance of the insurance or refusal to indemnify, satisfy all or any part of any Claim made against the Insured responsible for such fraud (including the claimant's costs) by paying the same to the claimant. In such circumstances, the Insurer shall be entitled to recover any amount so paid from the Insured responsible for such fraud.

- 4.3 Where any misrepresentation or non-disclosure that does not otherwise entitle the Insurer to avoid the insurance has resulted in the Insurer effecting the insurance for a lower consideration than would have been the case if the correct and full facts had been disclosed, the insurance may provide that the Insured shall pay to the Insurer such additional premium as the Insurer would reasonably have required if the correct and full facts had been disclosed to it.

- 4.4 The insurance may provide that where any breach of the insurance has prejudiced the Insurer in its handling of any Claim against the Insured, the Insured responsible for such breach shall reimburse to the Insurer the difference between the sum paid by the Insurer in respect of the Claim and the sum which would have been payable in the absence of such prejudice.

5 NOTICE OF CLAIMS

- 5.1 The Insurance may not make provision in respect of Notice of Claims that is more onerous to the Insured than that set out in paragraphs 5.2-5.4 below.

- 5.2 The Insured shall give written notice to the Insurer as soon as practicable of any

- (i) Circumstance that may subsequently give rise to a Claim against the Insured;
- (ii) Claim that has been made against the Insured.

- 5.3 The Insured shall forward every letter, claim form, application and process to the insurer immediately upon receipt, and shall in all cases upon request give to the insurer such further information and render such assistance as it may reasonably require.

- 5.4 All such notices shall be given and all such documents forwarded to the insurer at the address given in the Cover Note or at such other address as may be notified to the Insured.

6 CONDUCT AND SETTLEMENT OF CLAIMS

- 6.1 The Insurance may not make provision in respect of Conduct and Settlement of Claims that is more onerous to the Insured than that set out in paragraphs 6.2-6.9 below.

- 6.2 The insurer shall be entitled to take over and conduct in the name of any Insured the defence of any Claim and shall be entitled to appoint such legal representatives to investigate and defend the Claim or, following the notification of a Circumstance pursuant to sub-paragraph 5.2(i), any potential Claim as it considers appropriate. The

BSB 130619

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

Insured shall co-operate with, and provide all reasonable assistance to, the insurer in connection with any Circumstance or Claim notified pursuant to section 5.

- 6.3 Neither the insurer nor the Insured shall be required to contest or continue to defend any Claim unless a Queen's Counsel (~~appointed by agreement or by the Chairman of the Bar Council in the absence of agreement~~) shall advise that, taking due account of the interests of both the insurer and the Insured, such Claim should be contested or continue to be defended. The insurer and the Insured shall agree to be bound by the opinion of the Queen's Counsel, which shall be treated as having been given as an expert and not as an arbitrator. Liability for the Queen's Counsel's fee for advising under this paragraph shall lie with the party against whose contention the Queen's Counsel advises.
- 6.4 The Insured shall not settle any claim for indemnity, contribution or recovery, nor surrender any right to the same, without the prior written consent of the Insurer. The Insured shall not admit liability for any Claim or incur any costs or expenses in connection therewith without the prior written consent of the Insurer.
- 6.5 Subject to sub-paragraph 6.6, the Insurer shall take all reasonable steps to inform the Insured of any proposals for settlement and shall not admit liability for or settle any claim without the written consent of the Insured.
- 6.6 The Insurer shall be entitled to settle any claim without the prior written consent of the Insured if:
- (i) the Insured does not give written notice refusing his consent to a settlement recommended in writing by the Insurer within 28 days (or such shorter period as the Insurer may stipulate where the circumstances require) of the recommendation being sent to the Insured; or
 - (ii) it is not possible or permissible to obtain instructions from the Insured and where the Insurer believes in good faith that settlement is necessary to protect the interests of the Insured and/or the Insurer.
- 6.7 If the Insured refuses to consent to a settlement recommended in writing by the Insurer, the Insurer's liability in connection with the Claim shall not exceed the sum for which it could have been settled and the Defence Costs up to the date when such settlement could have been effected.
- 6.8 If the Insured offers to settle and/or settles any Claim, the Insurer shall be under no liability to indemnify him in respect of that offer and/or settlement or to pay any costs or expenses incurred in connection with the same, unless
- (i) The Insurer approves the settlement, or
 - (ii) (a) the Insured has notified the Insurer in writing of the proposed terms of settlement; and
(b) The Insurer has given its written consent to the proposed terms of settlement or has failed within 28 days of receipt of the said notice to give written notice to the Insured objecting to the proposed terms of settlement.
- 6.9 If any payment is made by the Insurer in respect of a Claim against the Insured, The Insurer will be subrogated to all rights of the Insured of indemnity, contribution or recovery to the extent of that payment.

7 EXTENDED INDEMNITY PERIOD

- 7.1 The insurance must provide cover for no less than the minimum Limit of Cover from time to time prescribed by the BSB until the sixth anniversary of the end of the Period of Insurance in respect of Claims which are made against the Insured arising out of any acts or omissions giving rise to liability which occurred prior to the end of the Period of Insurance unless the Insured or a Successor Practice obtains insurance complying with the minimum terms required by the BSB for the period which immediately follows the period of insurance. In the event of such cover being triggered the Insurer may recover an additional premium in respect thereof. In the event that the Insured or a Successor Practice obtains insurance complying with the minimum terms required by the BSB during the period that the Insurer is providing cover in compliance with this provision, the insurance in compliance with this provision shall cease with effect from the date of inception of such replacement insurance.
- 7.2 The insurance must additionally provide cover for no less than the minimum Limit of Cover from time to time prescribed by the BSB for a period of 30 days following the ending of the Period of Insurance, including in respect of claims which are made against the Insured arising out of any acts or omissions giving rise to liability which occurred within that 30 day period, unless before the end of that 30 day period the Insured or a successor practice obtains insurance complying with the minimum terms required by the BSB or the Insured Practice ceases. For the purposes of 7.1, the Period of Insurance includes this 30 day period where appropriate.

8 DISPUTES AND GOVERNING LAW

- 8.1 The insurance must provide that any difference or dispute (other than one arising pursuant to paragraph 6.3) that may arise between the Insurer and the Insured out of or in connection with the insurance shall be referred to a sole ~~agreed arbitrator~~ ~~(or in default of agreement to a sole arbitrator appointed by the Chairman of the Bar Council [other disinterested third party])~~, whose decision shall be final and binding. The insurance must provide that English law shall govern the insurance and any arbitration arising pursuant to this paragraph.
- 8.2 The insurance must provide that any provision which is inconsistent with the requirements set out herein shall be severed or rectified so as to comply with the requirements herein unless the provision concerned affords greater protection to the Insured than provided by the requirements herein.

9 DEFINITIONS

In these Terms of Cover (and unless the context otherwise requires), the following expressions have the following meanings:

Ad Hoc Judge	Serving as an ad hoc judge or tribunal member in an international tribunal.
Arbitration	An arbitration, adjudication, expert determination, or early neutral evaluation.
Arbitrator	Serving in an Arbitration as: <ul style="list-style-type: none"> (i) an arbitrator or umpire; or (ii) a concilio-arbitrator; or

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

	<ul style="list-style-type: none"> (iii) an adjudicator; or (iv) an expert determiner; or (v) a neutral evaluator.
Authorised Insurer	<ul style="list-style-type: none"> (i) a person who has permission under Part IV of the Financial Services and Markets Act 2000 to effect or carry out contracts of insurance including professional indemnity insurance; (ii) a person who carries on an insurance market activity, within the meaning of section 316(3) of that Act; (iii) an EEA Firm of the kind mentioned in paragraph 5(d) of Schedule 3 to that Act, which has permission under paragraph 15 of that Schedule (as a result of qualifying for authorisation under paragraph 12 of that Schedule) to effect or carry out contracts of insurance including professional indemnity insurance; or (iv) a person who does not fall within paragraph (a), (b) or (c) and who may lawfully effect or carry out contracts of insurance including professional indemnity insurance in a member state other than the United Kingdom.
Bar Council	The General Council of the Bar of England and Wales.
BSB	The Bar Standards Board
Chambers	The place or places (as notified to the BSB) at or from which the Insured carries on its practice.
Circumstance	An incident, occurrence, fact, matter, act or omission that may give rise to a Claim.
Civil Liability	For the purposes of these Terms of Cover, Civil Liability includes any liability to pay wasted costs;
Claim	A demand for, or an assertion of a right to, civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.
Clerk	The clerk and junior clerks employed (whether under a contract of service or as an independent contractor) by the Insured in connection with Insured Practice.
Code of Conduct	The Chartered Institute of Arbitrators Code of Professional and Ethical Conduct.

BSB 130619

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

Cover Note	The Cover Note issued by the Insurer in respect of any Period of Insurance, including where the context so requires a Cessation Cover Note, and any endorsement.
Deductible	The amount set out in the Cover Note for which any Insured shall be responsible to contribute towards any payment made by the insurance in the defence or settlement of any claim.
Defence Costs	<p>Any costs or expenses incurred with the prior written consent of the Insurer in any of the following situations:</p> <ul style="list-style-type: none"> (i) As regards a Circumstance notified under sub-paragraph 5.2(i) in the investigation, defence and settlement of a potential Claim; (ii) in the defence or settlement of any Claim; (iii) in the conduct of any proceedings for indemnity, contribution or recovery relating to a Claim; <p>provided that:</p> <ul style="list-style-type: none"> (i) any such Claim or potential Claim are capable of giving rise falls or would fall within the terms of paragraph 1.1; and (ii) any such Claim or potential Claim are not excluded from cover by any of the exclusions under paragraph 3.1.
Employee	Any person other than a Clerk who is employed (whether under a contract of employment or as an independent contractor) by the Insured in connection with the Insured practice.
European Lawyer	As defined in the BSB Handbook.
Foreign Lawyer	As defined in the BSB Handbook.
Insured	<p>Each of the following persons:</p> <ul style="list-style-type: none"> (i) The barrister (including a Registered European Lawyer). (ii) Any pupil of the Insured, but only in respect of work performed in practice whilst a pupil of the Insured. (iii) Any former pupil of the Insured who has not practised since completing that and any other pupillage, but only in respect of work performed in practice whilst a pupil of any Insured. (iv) Any Clerk or employee, but only in respect of matters occurring whilst in employment as a Clerk or employee in connection with the Insured Practice of the Insured, or with the Insured Practice of any pupil or former pupil of any Insured to the extent and within the limits insured under paragraphs (ii) and (iii) above.

Commented [MJ1]: Different in the entity MTCs, which read:
 “The Insured partnership, or limited company and legally qualified partners, directors, principals or employees thereof (including a Foreign Lawyer or Registered European Lawyer in any of the said capacities).”

BSB 130619

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

- (v) Any estate, legal personal representative or insolvency practitioner of any of the above in respect of any claim made or circumstance reported during the period of insurance in respect of the Insured practice.

Each of the Insured shall be severally insured by virtue of the issue of a Cover Note to the Insured and shall for all purposes in connection with these Terms of Cover be treated as separately insured hereunder as if under a separate insurance, so that (for example) no act or omission (including fraud, committed or condoned) on the part of any one or more of the Insured shall prejudice the rights of or adversely affect any other(s) of the Insured or in any way derogate from the cover granted to any other(s) of the Insured.

Insured Practice	<ul style="list-style-type: none"> (i) The supply of Legal Services regulated by the BSB; (ii) the supply of Legal Services as a Foreign Lawyer or <u>Registered</u> European Lawyer in any jurisdiction by an Insured; (iii) acting as an Arbitrator; (iv) acting as a Mediator; (v) acting as a Legal Secretary; (vi) acting as an Ad Hoc Judge; (vii) employment and voluntary work at Advocate (formerly the Bar Pro Bono Unit) or at a law centre or legal advice centre or in relation to, or as honorary legal adviser to, a charity or other Voluntary Association; (viii) membership of any disciplinary tribunal or investigation committee; (ix) acting as an expert on matters of English law, European Union law, public international law, the law relating to international arbitration, or transnational law anywhere in the world; (x) any other practices and occupations as may be specified in the Cover Note or in any endorsement thereto.
Insurer	The Insurer which issues the policy in compliance with these minimum terms, being an Authorised Insurer.
Legal Ombudsman	An ombudsman under the scheme established under Part 6 of the Legal Services Act 2007.
Legal Secretary	Serving as a legal secretary or assistant to an Arbitrator, Mediator or a domestic or international tribunal.
Legal Services	Legal advice representation and drafting or settling any statement of case witness statement affidavit or other legal document but does not include:

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

- (i) lecturing in or teaching law or writing or editing law books articles or reports;
- (ii) examining free of charge newspapers, periodicals, books, scripts and other publications for libel, breach of copyright, contempt of court and the like;
- (iii) communicating to or in the press or any other media;
- (iv) exercising the powers of a commissioner for oaths;
- (v) giving advice on legal matters free to a friend or;
- (vi) in relation to a barrister or Registered European Lawyer who is a director of a company or a trustee or governor of a charitable benevolent or philanthropic institution or a trustee of any private trust, giving to the other directors trustees or governors the benefit of his learning and experience on matters of general legal principle applicable to the affairs of the company institution or trust.

Limit of Cover The sum of £500,000 each and every Claim or such other Limit of Cover in excess of the Deductible as may be specified in the Cover Note (subject to a minimum of £500,000), provided that the insurance may stipulate that only one Limit of Cover shall apply to all Claims which in the reasonable opinion of the Insurer arise from or are attributable to

- (i) the same act or omission; or
- (ii) a series or group of related acts or omissions; or
- (iii) a series or group of similar acts or omissions; or
- (iv) the same originating cause.

Mediation A mediation or conciliation.

Mediator Serving as a mediator or conciliator in a Mediation.

Period of Insurance The period (all dates inclusive) specified in the Cover Note.

Prior Practice Each practice which was previously regulated by the BSB and has ceased to exist and to which the Insured's practice is ultimately a Successor Practice ~~by way of one or more mergers, acquisitions, absorptions or other transitions~~. A practice shall not cease to exist by virtue of this definition merely by virtue of a minor change in the number or identity of partners or the directors, officers or shareholders of a company.

Commented [MJ2]: Different in the entity MTCs, which read:
"Each practice which was previously regulated by the BSB and has ceased to exist and to which the Insured practice is ultimately a Successor Practice by way of one or more mergers, acquisitions, absorptions or other transitions. A practice shall not cease to exist by virtue of this definition merely by virtue of a minor change in the number or identity of partners or the directors, officers or shareholders of a company."

BSB 130619

Annex 1 to BSB Paper 020 (19)

Part 1 – Public

Registered European Lawyer	A European Lawyer registered as such by the BSB and by an Inn pursuant to a direction of the Joint Regulations Committee under Regulation 30 of the Consolidated Regulations and who supplies Legal Services from an Insured entity in England and Wales and who (for the avoidance of any possible doubt) is not employed to supply Legal Services under a contract of employment or by virtue of an office under the Crown or in the institutions of the European Union.
Successor Practice	The practice regulated by the BSB into which a Prior Practice has been merged, acquired by, absorbed or otherwise traced by transition or a sequence thereof. A practice will be a Successor Practice where it has been held out expressly or by implication in any way whatsoever as a successor to a Prior Practice or where the Insured was the owner or one of the owners of the majority interest in the Prior Practice are owners, part owners or employees of the practice under consideration as Successor Practice. More than one Successor Practice to a Prior Practice may exist.
Voluntary Association	A body the activities of which are carried on otherwise than for profit, but does not include any public or local authority.

Commented [MJ3]: Different in the entity MTCs, which read:
 "The practice regulated by the BSB into which a Prior Practice has been merged, acquired by, absorbed or otherwise traced by transition or a sequence thereof. A practice will be a Successor Practice where it has been held out expressly or by implication in any way whatsoever as a successor to a Prior Practice or where the owner or owners of the majority interest in the Prior Practice are owners, part owners or employees of the practice under consideration as Successor Practice."

Chair's Report on Visits and External Meetings from April 2019

Status:

1. **For noting**

Executive Summary:

2. In the interests of good governance, openness and transparency, this paper sets out the Chair's visits and meetings since the last Board meeting.

List of Visits and Meetings:

2 April	Chaired Panel for shortlisting of BSB Barrister Board member candidates
10 April	Attended Lincoln's Inn Women's Forum
16 April	Chaired Panel for interviews of BSB Barrister Board Member candidates
30 April	Met with Chair of GRA
2 May	Attended BSB Board Away-day
13 May	Attended the Installation of the Chancellor, The Rt Hon The Lord Neuberger of Abbotsbury, The University of Law Reception
14 May	Attended the Chairs' Committee meeting
17 May	Met with Dr Helen Phillips (Chair) and Neil Buckley (CEO) of Legal Services Board 4-way meeting
22 May	Meeting with Gatenby Sanderson regarding recruitment of DG
12 June	Attended Board briefing meeting