

**SOLICITORS DISCIPLINARY TRIBUNAL**

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 11401-2015

**BETWEEN:**

SOLICITORS REGULATION AUTHORITY

Applicant

and

ALAN ROY BROWN

Respondent

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**Before:**

Ms A. E. Banks (in the Chair)

Mr R. Nicholas

Mrs V. Murray-Chandra

Date of Hearing: 28 January 2016

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**Appearances**

Shaun Moran, solicitor of Solicitors Regulation Authority of The Cube, 199 Wharfside Street, Birmingham, B1 1RN, for the Applicant.

The Respondent did not appear and was not represented.

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**MEMORANDUM OF  
WITHDRAWAL APPROVED BY THE TRIBUNAL**

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## Background

1. The Tribunal had before it a number of documents including the Rule 5 statement and associated exhibit dated 24 April 2015, the Respondent's Answer dated 22 July 2015, an application by the Applicant to withdraw the allegations against the Respondent and a copy of a proposed Regulatory Settlement Agreement ("RSA") between the Respondent and the SRA agreed between the parties.
2. There were two allegations against the Respondent. It was alleged that;
  - a) He failed to ensure that complete and accurate information was provided in applications for professional indemnity insurance ("PII"), contrary to all or any of Principles 2,6 and 7 of the SRA Principles 2011;
  - b) He provided information in applications for professional indemnity insurance which he knew or ought to have known was false and thereby liable to, or had the potential to, mislead, contrary to all or any of Principles 2, 6 and 7 of the SRA Principles 2011 ("the Principles").

The indemnity years in question were 2008/09, 2009/10, 2010/11, 2011/12, 2012/13 and 2013/14.

## Submissions of the Applicant

3. The Respondent had provided an answer to the Rule 5 statement on 22 July 2015. The Applicant had reviewed the position and considered the submissions and previous decisions of the Tribunal. The Applicant considered that it may be more proportionate to address the matters by way of a RSA. Correspondence was entered into between the parties and the Respondent confirmed his agreement in the form now before the Tribunal.
4. Under the RSA the Respondent would admit failing to ensure that complete and accurate information was provided in applications for PII and providing information in applications for PII which he knew or ought to have known was incorrect contrary to Principle 7 of the Principles. The Respondent would accept a rebuke and agree to pay the costs of the investigation, including the Applicant's legal costs, in the sum of £4,000. The Respondent agreed that he would not act in any way inconsistent with the RSA by, for example, denying the admitted misconduct. The Respondent understood and accepted that if any of the terms of the RSA were not complied with or if he acted in any way inconsistent with this agreement, all issues may be referred back to the Applicant for reconsideration, including that there be a referral to the Tribunal on the basis of the original facts and allegations set out above and also on the basis that he failed to comply with this RSA which would, itself, constitute a breach of Principles 2 and 6 of the Principles.

## Mitigation

5. The Respondent acknowledged that more care should have been taken in dealing with the questions related to regulatory matters. His failure to notify the various insurers of the applicable matters did not necessarily expose clients to risk or secure an advantage


to the firm in securing PII. The non-disclosures were a result of carelessness as opposed to an intentional endeavour to influence the insurers in any way. The insurers had confirmed that they would not have offered cover on any differing basis to that which they did, had they been made aware of the non-disclosed matters during the application process.

6. PII applications now routinely required material disclosure for the preceding six years and the Respondent recognised the importance of protecting his clients by ensuring that PII cover is in place. When making such applications for insurance in the future all material facts would be disclosed.

#### **Decision of the Tribunal**

7. The Tribunal carefully considered all the documentation. It took fully into account the submissions of the Applicant and the mitigation of the Respondent. In all the circumstances it would permit this matter to proceed by way of RSA for the reasons cited by the Applicant and accordingly would allow the allegations currently before the Tribunal to be withdrawn.
8. The Respondent was ordered to pay the Applicant's costs, fixed in the sum of £4,000 as agreed.

Dated this 4<sup>th</sup> day of February 2016  
On behalf of the Tribunal

  
A. E. Banks  
Chairman

