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Premium Matters

The latest news and issues affecting the legal sector from the Professional Indemnity Insurance experts.

Premium Matters Magazine
June 2015

ISSUE 6

WELCOME

As an introduction to this edition of Premium Matters I thought you might find it useful to look at how the market is shaping up for this year's renewal season. I will continue to provide regular updates on market conditions in the run-up to the renewal: forewarned is forearmed as they say!

Forgive me for concentrating on 1st October if you have moved your renewal date. But whilst the common renewal date has been consigned to history it remains the Professional Indemnity Insurance (PII) renewal date for the vast majority of English and Welsh law firms and is still by a distance the most important date in the year for the sector.

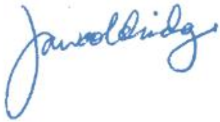
In terms of market stability, the best news by far is that the Solicitors Regulation Authority (SRA) has decided not to interfere with the Minimum Terms and Conditions until after 1st October 2015. I still shudder to think of the ill-timed and ill-judged consultation last summer and the hugely destabilising effect it had on the 2014 Solicitors PII renewal season. The lessons learned by the SRA during the last consultation, the ridicule directed at them by the insurance industry and the overall damage to their credibility, led directly to the announcement that they would adopt an 'enhanced approach to consultation' which we all hope will lead to a more sophisticated and considered approach when dealing with the sensitive and delicate matter of PII. In real terms I think that the likely outcome is that the SRA will look to run the next consultation in late 2015 or early 2016 and they will be much better prepared to force through the changes in the Minimum Terms and Conditions that they have, so far, failed to achieve.

This year, as in previous years, insurer capacity will have a significant impact on how the market performs and, at the time of writing, no new insurers have declared an interest in joining the fray. This is obviously not good news as we need more underwriting capacity to generate competition between insurers which in turn creates welcome pressure to lower premium. I am not currently aware of any participating insurers withdrawing from the market but rumours persist of a relatively small player looking to exit the market but it would be wrong of me to mention the name until the rumours prove to be true. All of this leads me to believe that premium rates will, for firms with similar turnover, work splits and no significant deterioration in claims, remain largely the same as last year but things can change rapidly as insurers enter or exit the market.

A constant bugbear of law firms is the ever changing information requests from insurers. Over the years, proposal forms have continually increased in length as the data requirements grow ever more detailed resulting

in more time and effort spent on the preparation of the renewal submission. You will be pleased to hear that there seems to be a much more relaxed approach from insurers this year in this regard. Many insurers are happy to offer their clients 'early bird' renewal deals that require a one or two page declaration or a short form proposal rather than the usual 30 page full blown proposal form. As well, insurers appear to be much less insistent on having their own proposal forms completed. The downside is that whilst the declaration will be sufficient for your incumbent insurer, you will still be required to complete a full proposal form in order to obtain alternative quotations. Can't win can you!

Kind regards



John Wooldridge
Director, Howden

We're always interested in hearing what you would like to be covered in future issues of Premium Matters. If you would like to suggest a topic for the next issue, or indeed have written an article that you think may be of interest to other solicitors, please get in touch using the contact details below.

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RECRUITING THE RIGHT PERSON

The nature of running a law firm has changed and for many companies, non-legal personnel now make up a significant proportion of the individuals employed in management roles.

Gary Jones is a Director at Totum Partners, a recruitment firm that specialises in finding and securing individuals from traditional management sectors for the important new roles emerging in the specialised area of law firm management. With a personal background in firms such as Marks and Spencer and Linklaters, Gary understands the issues associated with hires from backgrounds other than law. He spoke to Howden about the opportunities and risks he perceives to exist in recruiting out of one sector and into another one, as unique as law.

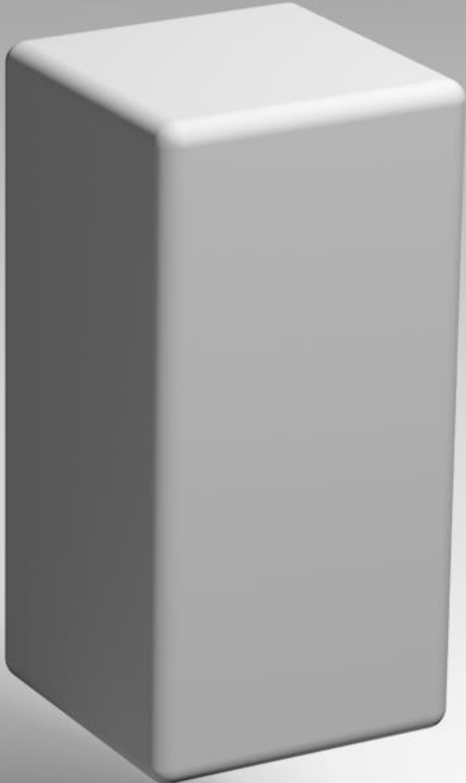
"Without a doubt the recruitment market has turned a corner. For the three years to mid 2014, there was a feeling that the volumes of jobs was flat-lining and that possibly this was the 'new normal.' However, since mid-2014, law firms, in conjunction with the broader economy, have moved on from survival mode and have adopted a more ambitious approach. Instead of cutting, firms have begun the process of upgrading the quality and type of staff. Whether firms are looking to move into new geographies or new sectors or modify their business model, there is a demand for good quality people from outside the world of law to fulfil roles across operations, business development and marketing; HR, general management, finance and IT.

"Hiring the right person is a huge investment. You want to secure the best and keep them."

While it is not the natural evolution for all firms, hiring the right person is a huge investment. You want to secure the best and keep them."

Of course, this growing demand means that good quality people are a rare commodity. The prolonged economic downturn, the subsequent lack of investment across the economy in training and the uncompromising demand for the best people means there is strong competition for good staff - magnified by the focus on quality. "Firms are not hiring 'because they are busy', they are seeking good people with very specific skills and are unwilling to compromise on what they want," says Jones.

A key risk for law firms seeking business support staff is to understand that outsiders to the legal profession do not have exposure to or experience of, the legal industry. Working in a Partnership has very specific dynamics and very often law firms assume that their cultural dynamics are the norm. They fail to appreciate that new staff may need time and support to adjust. "In much the same way football clubs sign foreign strikers and, having not helped them settle, then wonder why these players cannot replicate their old form in new surroundings, law firms sometimes forget their distinctly intellectual environment and unique partnership model can leave new staff feeling lost and alienated.'"



TOTUM
Talent for law firm management
www.totumpartners.com

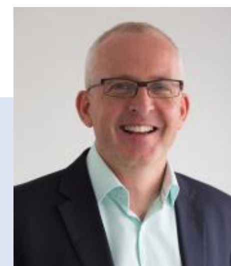
Law firms can do a lot to help themselves mitigate the risks of hiring and retaining new recruits. Even from the outset, when a post is first advertised, firms can often become victims of their own poor internal communication. Misunderstandings at interview are not as uncommon as you might think. Interviewers are not always clear what they are trying to achieve which can store up issues for the future. It is not unusual for interviews to be conducted by Senior Partners who have not read the candidate's CV before they enter the room meaning there is a real possibility that the wrong person is picked for the wrong reasons or the right person is rejected for the wrong reasons. "Consistency and leadership within a firm will determine if the right decisions are made," observes Jones. "Strength of purpose, consistency of process and clarity of vision and communication mean a much more positive result is likely… It is not unusual in poor firms for new starters to arrive to find many colleagues did not know they were being hired and consequently they run into resistance, from the outset, when they try to implement the change they have been hired to bring."

If you can manage all this, then it is crucial to know you are hiring the right person. In recent years it has become more difficult to secure in-depth references with many companies releasing working history data only. However, pre-employment due diligence should include gathering feedback on factors such as industry reputation and pre-work history. Agencies often provide more informal arms-length checks, which law firms might find difficult to conduct – especially if they are hiring business staff from outside the legal world.

In summary there are a few things that can mitigate a calamitous recruitment process. Be absolutely clear in advance what the role is that you are hiring for, including the reporting lines, and expectations. Prepare the company for the arrival of the new hire. The stress that ambiguity of purpose and a lack of company support can bring has terminated many otherwise possibly great careers in the legal profession. It's important that to get the right person, the law firm sells itself. The person interviewing must support the vision for and the purpose of the role. Don't neglect the candidate post offer. If they are good, companies may try to hold on to them or offer them further opportunity in their own company. By staying in touch the candidate feels valued and is not set adrift for others to snap up.

In a business often reliant on intellectual property and intellect, good staff are the business. Done well, hiring can add a huge amount of value to the business and, on that basis alone it is worth investing time and effort in the process.

Gary Jones,
Totum Partners.



Gary Jones is a Director at Totum Partners, a business that focuses exclusively on the legal sector and recruits across all law firm management functions, including Marketing/Business Development, HR, IT, Finance, Project Management, Risk, Knowledge Management and General Management. Gary joined Totum (formerly known as First Counsel) on day one of its existence in 2003. He was formerly in the HR leadership team at Linklaters.

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The Howden view.....

Those firms that consistently attract and retain good quality staff, at all levels and across all disciplines, typically demonstrate better risk management and better claims profiles. The reasons for this are numerous but would typically include:

- Firms that fail to retain staff often do so because systems, training and culture don't support staff in the delivery of their objectives. This can lead to employees, particularly newer team members cutting corners and reducing fees to deliver growth. This approach is rarely sustainable and will typically have an adverse impact on risk.
- Businesses often rely on some of their most junior team members to carry out functions that are critical to risk management, for example data processing where accuracy is essential to accurate outcome. If these staff aren't as motivated, for whatever reason as their senior counterparts, problems can very quickly emerge as can PII claims.
- The need to continuously induct and monitor the performance of new team members is often detrimental to both risk management and the performance of those team members who have a supervisory role.
- Strong staff retention should enable firms to provide a consistent level of service and should help to develop long-term relationships. Both factors can be crucial to ensuring that grumbles about service don't escalate into notifiable matters.
- Whilst bringing in talent from outside of the legal services industry may appear to represent an enhanced risk it can also allow firms to benefit from expertise gained in other sectors. This can be vital in operational roles where the technology and processes adopted outsides of the professional services sector may be more efficient than those used within sectors that have been slower to adopt emergent technologies.

THE PERILS OF UNRATED INSURANCE: OUR STORY

The following example highlights the importance of giving very careful consideration to whether or not your business should be insured by an unrated insurer.

A solicitors practice found themselves in the unfortunate position of struggling to obtain PII after a series of claims made against them. These were a consequence of the errors made by a sole employee in their conveyancing department. Unfortunately, by the time the firm had discovered the solicitor's negligence, the damage had already been done. The solicitor in question was asked to resign, but went on to set up his own practice. He continues to thrive, unaffected by the devastating impact that his claims history has had on the original firm.

After these claims, the firm's rated insurer decided not to continue to offer cover for the following year. When the rated insurer withdrew, their existing broker could not provide them with any alternative options. Forced to appoint a new broker, they were immediately recommended cover with the unrated insurer, Balva. The partners of the practice knew nothing about Balva so sensibly checked that they were on the SRA list of insurers and assumed that being listed 'was a seal of approval'. The broker did not point out the risks of choosing an unrated insurer; instead they reassured the firm that it was not a cause for concern and confirmed that insurance was in place. (This later turned out to be untrue).

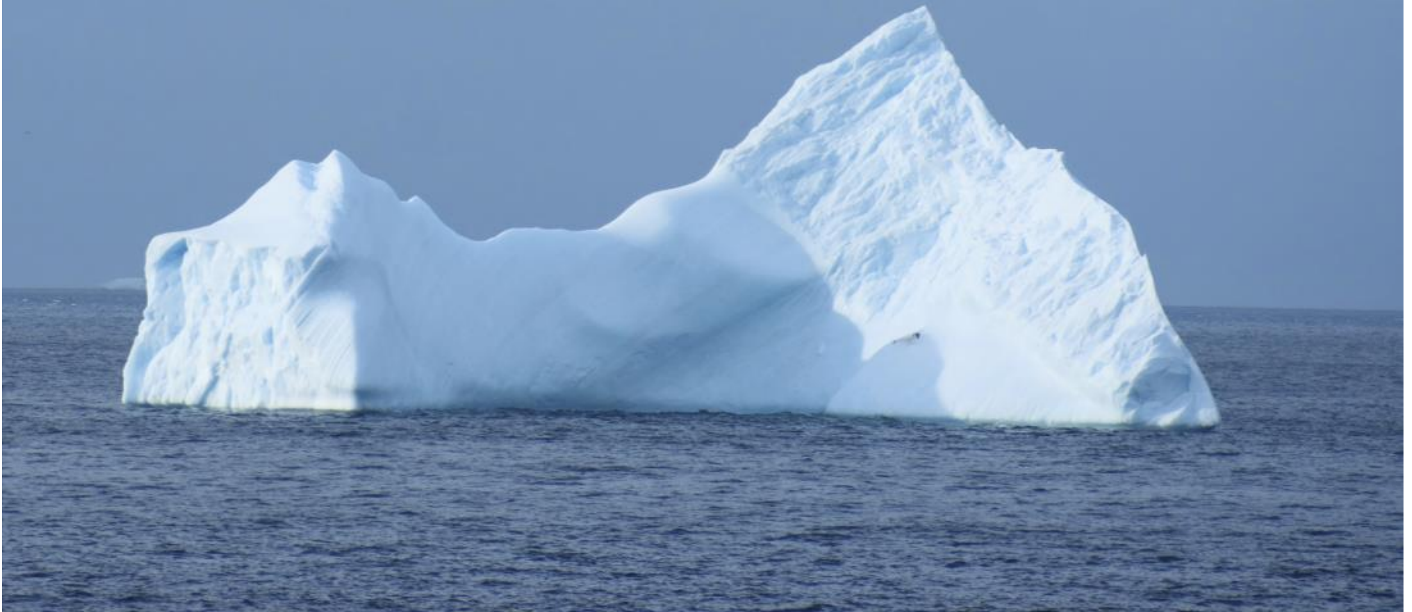
Balva was meant to be processing one of the firm's claim notifications when it announced its administration and later its insolvency. This meant that the solicitors firm had no choice but to become self-represented. As inexperienced PII claims handlers, they ended up having to settle the claim at the expense of the individual partners.

Time has now elapsed but two decisions by the practice still haunt them: appointment of a seemingly inexperienced broker and placement with an unrated insurer.

Happily, with the assistance of a professional market broker, improved risk management, an improved claims history and the passage of time, the firm is now indemnified by an A-rated insurer.

A partner of the firm said: "Our practice is our livelihood. In a perfect world we would wish for it to be adequately covered should we need to call on the policy. However, despite our previous experience … if we were faced with closing down or choosing an unrated insurer then, yes, we would have no option but to choose the unrated insurer. The difference now is that, after the experience we have had with Balva, it would be an informed choice and we are much more aware of the risks".

"It was easy to think that Quinn was a one-off and that it would never happen to me. Then there was Lemma and later Balva, which affected my firm in a very real way. The issue of unrated insurers does not look as if it is going away. Firms should be aware of the real risks involved."



FOUR SEASONS IN ONE DAY, BUT NO PII RENEWAL SEASON!

This newsletter is rather aptly named 'Premium Matters' - not sure if that's supposed to be a bit tongue in cheek, but it is certainly the case that in England & Wales, the size of the annual PII premium, or even the availability of a suitable PI insurer, certainly does matter.

In the 1990s and again in recent years it might even have been a matter of whether you were open for business in October.

So it will come as a shock to many of you that in New Zealand (NZ), it isn't compulsory for practising solicitors to buy PII at all.

This area of life is like so many others in NZ, where the state takes what many would say is a mature and enlightened view about such matters.

NZ will never be accused of being a 'nanny state'. Its culture is to set out the issues clearly for its citizens and then let them make their own informed choices.

So what they do focus upon, is a full, clear and properly timed client care interaction, where the firm must advise their new client whether they have PII or not.

The Auckland District Law Society are about to go one step further. They have negotiated with DUAL, an international legal indemnity insurer, for a low cost, 'All Risks' legal indemnity policy. This covers a wide range of legal ownership risks – including fraud, boundary disputes, planning and building regulation issues, just to name a few. It is not a negligence based policy, so no need for the apportionment of blame. It covers legal defence costs in the event of a dispute.

A £25 premium buys the conveyancing client £25,000 of cover.

The new client care disclosure now adds a third box to 1) I have PII and 2) I don't have PII, which is 3) you can pay a small amount of money to insure yourself.

They have a new 'All Risks' probate policy on the way too, which will insure an Executor or Beneficiary from problems with the administration of a deceased's estate.

So for two of the highest risk areas of practice, the client can now protect their own assets.

The question is, how much better informed is the NZ home buying client about risk and the way it can be covered?

Phil Oldcorn
Managing Director, DUAL International

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LEGAL INDEMNITY INSURANCE

Why use Howden over your existing provider?

- Unique all-risks products, reducing PII exposure
- Competitive pricing
- Some of the most flexible underwriting criteria in the market
- A pricing app to obtain instant quotes
- Plain English policy wording, no insurance jargon
- Ability to pay for all policies once a month, reducing financial administration.

Legal Indemnity Insurance for residential properties

This comprehensive product insures against unforeseen risks such as fraud, boundary disputes and seller misrepresentation. As well as known risks, which can be added free of charge.
Our online purchasing system can be integrated with your internal case management system meaning no need for additional login details.

Legal Indemnity Insurance for commercial properties

Wide range of title related products with bespoke cover for various sectors such as renewable energy, tenants and distressed transactions.
We have access to a full range of real estate related Warranty & Indemnity products and capacity rated 'A' (Excellent) financial strength from A.M. Best.

Executor & Inheritance Insurance

A new comprehensive probate protection product covering a wide range of unknown risks that can affect estate administration, such as challenge to a will and an unknown beneficiary claiming.
Our comprehensive policy also insures the executor, which will help reduce your PI premium.

Get in touch. Call us on 0800 808 9490 or email **solicitors**@howdengroup.com.
Visit our website **www.howdengroup.com/solicitors.**

STRETCHING THE LIMITS OF EXCLUSION

Earlier this year, The Court of Appeal handed down its decision in Impact Funding Solutions Ltd v Barrington Support Services Ltd, which is a case that has sparked a lot of interest since the first instance judgment was delivered back in December 2013.

Summary

By way of summary, this is a case involving a litigation funding company (Impact), which provided disbursement funding to solicitors that were pursuing litigation on their clients' behalves. For those that were involved in The Accident Group (TAG) litigation back in the early 2000's, this will make familiar reading.

Essentially, the way Impact worked was to provide loans to litigants via their solicitors, so as to enable them to pay for any expert assistance that was needed to bolster their cases. If the litigation was then successful, the costs of the loan (which included sizeable interest charges) would become recoverable from the unsuccessful defendants. If, however, the litigation failed or was settled on unfavourable terms, Impact would generally have to bear the cost of the loan itself. In order to limit the chances of being lumbered with the costs of the loan itself, Impact devised a stringent set of eligibility criteria which cases had to meet before Impact would consider backing

them. The criteria were passed to the solicitor to complete in each case.

In the case before the Court of Appeal, Impact were pursuing the solicitor for having failed to apply the eligibility criteria correctly in a number of cases, meaning that Impact had been forced to write off significant levels of loan finance due to cases being abandoned or lost in circumstances where the solicitor had assured them that the cases had merit. The matter fell for consideration under the solicitor's PII arrangements.

Issues

At first instance, the PI insurers (on behalf of the solicitor) argued that one of the exclusions contained in the policy applied, such that "*breach by any insured of the terms of any contract or arrangement for the supply to, or use by, any insured of goods or services in the course of the Insured Firm's practice*" would not be covered. The Judge accepted that Impact 's claim fell within this exclusion, as the arrangement for assessing the eligibility of cases for the purpose of obtaining loan finance was deemed to be an adjunct to the role of a solicitor and not central to it.

Impact appealed this decision on the basis that the contract between Impact and the solicitor was, in fact, central to the solicitor's role in providing advice and that the decisions regarding finance were at the heart of whether or not the solicitor's clients could pursue their cases at all.

Judgment

In determining whether the exclusion ought properly to apply, the essential purpose of the exclusion was considered. It was held that the "*purpose of the exclusion is to prevent insurers from being liable for what one might call liabilities of a solicitor in respect of those aspects of his practice which affect him or her personally, as opposed to liabilities arising from his or her professional obligations to clients*". The examples given were liabilities regarding cleaning services for the solicitor's offices or photocopier suppliers.

The distinction was made between those liabilities and ones incurred as part of a solicitor's professional duties. The Appeal Judges ultimately held that obligations arising out of loans (such as those made by Impact) that were made to cover disbursements intended for litigation were an essential part of the professional duties of a solicitor. The Judge stated that "*they are inherently part of his professional practice*". It follows that the assessment of eligibility for loan finance was deemed to be an essential part of the solicitor's duty and therefore the exclusion did not apply.

Judgment was therefore entered against the PI Insurers.

Commentary

This case is one which could have significant consequences for PI Insurers seeking to rely on similar exclusions in their solicitors PII wordings. It certainly appears to stretch the logical interpretation of the exclusion to its very limits and, indeed, several other recent cases have refused to go this far (click here for an example).

In the circumstances, whilst this decision will deal a blow to the solicitors PII market, it cannot currently be said to be a settled area and will continue to give rise to challenges in appropriate cases.

This article was posted on February 04, 2015 by Sally Lord of RPC. Subscribe to her blog at **www.rpc.co.uk**

CLAIMS CORNER

DAC beachcroft

This article was written by Clare Hughes-Williams and Tom Pangbourne.

DEALING WITH A CLAIM

No matter how diligent the practitioner, no matter how robust the firm's risk management practices, claims against professionals are a fact of life for many. But what should you do when faced with a claim?

Contact your broker

Your PII broker should be your first point of contact as soon as a claim is received or when a circumstance is identified. Your broker is on your side and will have the experience to know how best to handle the situation – for example, by helping you prepare a report to insurers making notification under the policy.

Notify insurers promptly

The minimum terms and conditions for solicitors' PII policies dictate that the insurance must cover both claims and circumstances first notified during the period of insurance. There is therefore good reason to notify insurers promptly about either a claim, or a circumstance. But what is a claim, and what is a circumstance?

A '*claim*' is defined as '*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*' – in other words, a situation where a claimant is asserting a legal right to claim damages from you for something you have done. Note that the claim does not have to have merit – it is the assertion or demand, rather than the prospects of the claim, that are important.

A '*circumstance*' is defined as '*an incident, occurrence, fact, matter, act or omission which may give rise to a claim* in respect of civil liability'. In other words, you should notify insurers when you discover something which could give rise to a claim – a missed deadline, an error in a contract, or some other thing which may give rise to a claim, irrespective of whether you think the client in question is aware of the issue.

Preserve documents

As soon as you are aware of the possibility of a claim, you should take steps to preserve documents – both physical papers, as well as electronic documents. Where necessary, notify staff of the issue and ensure that each of them understands the need to preserve documents. Not only may the documents be useful evidence in defending any claim, but if the claim proceeds to litigation, you may be the subject of criticism from the court – or adverse inferences may be drawn – if key documents have been destroyed.

If a claim is being pursued, or even if matters are at an earlier stage, your Insurer may appoint solicitors to investigate and defend the allegations. Time can often be short by that stage – for example, if proceedings have been served or if a formal letter of response is due. Consider taking copies of all relevant documents, sorting them into a sensible order, and transcribing any handwritten notes that are difficult to read.

Consider creation of new documents carefully

Think carefully before creating new documents. For example, internal reports, the outcome of disciplinary

investigations or even simple emails discussing the problem may well become discloseable in litigation. If the documents are critical of the firm's conduct, that may be used as evidence against you. In these circumstances, if it is really necessary to create new documents, seek to ensure that the documents are created in such a manner so that they are privileged from disclosure in litigation, and seek legal advice about the best way to achieve this.

Of course, it is often helpful to obtain witness evidence at an early stage, particularly if the person concerned is being disciplined or has left as a result of their error, particularly while memories are still fresh. Again, seek legal advice on how best to ensure that such documents are protected in a legally privileged manner.

Don't admit liability

Neither admit liability for any alleged error nor make other statements about the subject of the claim that could be used against you. Admitting errors at an early stage is rarely helpful; even if you feel that the problem was your fault, there are often two sides to any story and you may be persuaded to admit to something that you were not responsible for. Contact your insurers, via your broker, before corresponding with the claimant and ensure that what you propose to say has been agreed where insurers require this. For similar reasons, offering to 'repair the damage', whilst no doubt with the best motives, may be counter-productive. If it is a situation in which you consider such an offer should be made to the claimant – for example if some intensive work now might prevent a larger problem emerging – consult with insurers urgently and seek their agreement to the proposal being made.

Of course, you may be put in a difficult position if confronted in person or by telephone. Consider carefully before responding, and if necessary ask for time to respond, or for time to refer to your file to check the position.

Whilst you should not admit liability, all solicitors must of course be mindful of the SRA's Code of Conduct, which provides that (Indicative Behaviour 1.12) solicitors should consider whether a conflict of interests has arisen where a claim has been made or a circumstance discovered, such that the client ought to be advised to seek alternative advice elsewhere.

Don't forget about risk management

Could the situation have been avoided? Claims may be a fact of life, but following or during the conduct of a claim, it is sensible to review matters – did the problem arise because of the firm's systems or procedures? How could those procedures be altered to avoid the same thing happening again? Are there other similar matters in which preventative action could be taken promptly?

Howden comment

Upon identifying a '*circumstance*' or a '*claim*', our claims team should be your first point of contact. This is on the basis that most policies require you to give your insurers notice of the circumstance '*as soon as reasonably practicable'* although some can require 'i*mmediate'* notice in writing.

We always encourage you to complete a short claims notification form which sets out the parties and provides a brief background to the claim. This can avoid any follow up queries or comments from insurers which could result in a delay in cover being confirmed. With our claims team dealing directly with your insurers, this also allows you to begin any internal investigations into the merits of the claim, should they be required.

Once notified, we assist by liaising with your insurers and make sure that the claim is managed to a satisfactory conclusion. Our aim is to ensure that the matter causes you minimum disruption and, in turn, allows your focus to remain on your business.

David Scott

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10 MINUTES WITH... MARK SYMS

When most insurers are winding down after a busy October renewal period, our Senior Account Executive, Mark Syms, is gearing up for Christmas...

Mark Syms wins the prestigious 'Howden Christmas Jumper Competition 2014.'

You started at a small family-run brokerage, which was bought by Windsor and later by Howden. Has this change in size been positive?

I think our [Howden's] prominent position in the market allows us to do more for our clients than we used to be able to. As part of a bigger broking house, which people know of - a name within the industry - we can open doors easier than small boutique PII shops. As well, size not only gives us strength within the team as we attract talent, but we can also offer our clients a number of relevant products, each with a high level of service.

You still work with a number of the clients that you started with. What is the key to maintaining this client base?

In every business everyone is tasked with finding new business. However if you lose your existing business you've got to find twice as much, so you might as well look after the stuff you've got – it makes life that bit much easier! I started in 2001 and I have got probably 90% of the clients that I had in the first year. I think communication is absolutely crucial. People just want to be talked to. If they feel that you're engaging with them they don't need to engage with someone else. It's really not rocket science! Another thing that differentiates us from our competitors and helps me to retain business is that we do not have a new business team. So all of our account handlers have a responsibility to get new business according to specific targets, but importantly also to look after it. Others would have a new business team, who'd go in, they'd make the pitch and then they'd move on. The client then works with completely different people to who they originally met with. We offer continuity: whoever makes that first hand shake will be your contact and that's key to the relationship too.

What's the most common question that you get asked by your clients?

The most common question from our clients is about how they will be affected if they merge with somebody else. If you sit down and ask them what their intentions are over the next five years, it's that they're looking to get bigger. Like every business these days there is a desire to get bigger and achieve scale. There are of course a few exceptions. With this, comes the need for effective risk management. I've worked with quite a lot of clients who have been through a merger and it's exciting, but it comes with challenges too.

Do you think there are parallels between the mergers and acquisitions that you've experienced and what your clients are going through?

I've certainly got the benefit of hindsight. Often for an acquisitive client, they want a broker who has answers to questions that they don't know yet will arise. They're after a much more proactive broker than someone who sits at the end of the telephone ready to do their bidding. Clients want - and deserve - someone who can forward think and advise. They want someone with the experience to say "if we do it like this it will enable you to do this, that and the next thing, which we understand you're thinking of doing." I do believe that given our corporate experience we have a good chance of achieving this. This ties in with communication and listening. I'm going to pick up on acquisition plans because I listen. I think the most important thing, when you're talking to a prospective client is to listen to what they're saying rather than sell them what you're selling. You can't just reel out a sales patter, because it's a people business, everyone's needs are different.

The SRA changed the common renewal date, so one would assume that there is a sigh of relief come November. Why not so for you?

I'm also a farmer! We grow Christmas trees so our peak season is the six weeks leading up to the day. We grow nearly a million trees and each one has an eight-year cycle. It's a fun, but labour-intensive business. And no, we're not seeing more people buy artificial trees! Quite the opposite – people are buying more and more real Christmas trees. We do probably 68,000 trees. 8,000 direct and 60,000 to garden centres. There's no rest for the wicked!

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