

**ROYAL INSTITUTION OF CHARTERED SURVEYORS**

**Disciplinary Panel Hearing**

**Case of:**

**Mr Jacob Cope [6910520]**

**On**

Wednesday 10 September 2025

**At**

Held remotely via Microsoft Teams

**Panel**

Ms Alison Sansome (Lay Chair)

Ms Hilary Lloyd (Lay Member)

Dr Stephen Moore (Surveyor Member)

**Legal Adviser**

Mr Peter Steel

**RICS Presenting Officer**

Ms Marie-Claire Frankie (Solicitor)

**Mr Jacob Cope was present and represented himself.**

**Tribunal Executive**

Mrs Maria Choudhury-Rahman

The formal charges against the Member are:

1. Between 1 March 2022 and 19 July 2022, while acting as agent for an insurance policyholder in respect of an insurance claim regarding a property in Park Road, Whitefield, Jacob Cope acted dishonestly in that he:

- i. Created a false typed invoice in the sum of £9,080 purporting to be from Wire-It Electrical Services dated 31 May 2022 and provided that false invoice to the loss adjustors (Woodgate & Clark) on 31 May 2022 intending that the loss adjustors would rely on it as a genuine invoice when he knew that the true amount invoiced had been £7,683 and/or
- ii. On 31 May 2022, provided the loss adjustors with an Airbnb invoice in the sum of £1,329.25 intending that the loss adjustors would rely on it as an accurate record of money expended by his client when he knew that the true amount expended had been £1,207.65 following a refund made by Airbnb on 17 May 2022 in the sum of £121.60 and/or
- iii. Between 5 and 9 July 2022, caused a sham handwritten quotation from Wire-It Electrical Services dated 6 May 2022 in the sum of £9,080 to be created and provided that sham quotation to the loss adjustors on 8 July 2022 intending them to believe that it was a genuine quotation.

**Contrary to Rule 1 of the Global Rules of Conduct effective 2 February 2022**  
**Jacob Cope is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)**

(or, in the alternative)

2. Between 1 March 2022 and 19 July 2022, while acting as agent for an insurance policyholder in respect of an insurance claim regarding a property in Park Road, Whitefield, Jacob Cope acted without integrity in that he:

- i. Created a false typed invoice in the sum of £9,080 purporting to be from Wire-It Electrical Services dated 31 May 2022 and provided that false invoice to the loss adjustors (Woodgate & Clark) on 31 May 2022 intending that the loss adjustors would rely on it as a genuine invoice when he knew that the true amount invoiced had been £7,683 and/or
- ii. On 31 May 2022, provided the loss adjustors with an Airbnb invoice in the sum of £1,329.25 intending that the loss adjustors would rely on it as an accurate record of money expended by his client when he knew that the true amount expended had been £1,207.65 following a refund made by Airbnb on 17 May 2022 in the sum of £121.60 and/or
- iii. Between 5 and 9 July 2022, caused a sham handwritten quotation from Wire-It Electrical Services dated 6 May 2022 in the sum of £9,080 to be created and provided that sham quotation to the loss adjustors on 8 July 2022 intending them to believe that it was a genuine quotation.

**Contrary to Rule 1 of the Global Rules of Conduct effective 2 February 2022**

**Jacob Cope is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)**

## **Determination**

### **Preliminary issues**

#### Application for the matter to be heard in private

1. Mr Cope applied for the hearing to proceed in private, without members of the public being present. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4.

[REDACTED]

5. The Panel sought and accepted the advice of the Legal Advisor, who referred them first to Rules 55 – 59 of the RICS Regulatory Tribunal Rules (v.2 as from 2 February 2022) (“the Rules”). The Rules indicated that the default position is that Disciplinary Panels are held in public, save where the Panel has determined that a case will be heard in whole or in part in private.

6. A Regulated Member can apply to the Panel under Rule 57 for a hearing to be held in private, though the Rules indicate that an application “*will be made...a minimum of 14 days prior to a matter being heard*” (albeit the Legal Advisor advised that it must be with the Panel’s power to abridge the time for service of the application). Alternatively, under Rule 59 a Chair of a

Panel dealing with a Disciplinary or Appeal case may, of her/his own volition, determine that the matter will be heard in private, in whole or in part. In either instance, the Panel or the Chair must consider that there are “*exceptional circumstances which justify that decision*”.

7. The Legal Advisor said that position in the Rules mirrored the guidance of the Courts in the numerous cases which deal with the question of privacy or anonymity in what would otherwise be public hearings. He reminded the Panel that open justice was a fundamental principle and the general rule is that hearings are carried out in, and judgments

and orders are, public (see Article 6.1 of the European Convention on Human Rights and [Scott v Scott \[1913\] AC 417](#)). The importance of the principle of open justice for the public to have confidence in legal proceedings is emphasised in a number of recent cases.

8. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

9. The Panel took careful account of the submissions of Mr Cope and Ms Frankie and of the Legal Advisor's advice. It considered the evidence provided by Mr Cope. Having done so, the Panel decided that it should refuse the application for the following reasons.

10. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

11. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

12. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **Background and agreed facts**

13. Prior to the start of the hearing, the Panel was informed that the parties had agreed some facts in the case as follows:

*"1. Mr Cope was elected AssocRICS on 6 September 2021.*

*2. Mr Cope remains a member to this date.*

*3. In April 2022 Mr Cope was a property manager at [REDACTED] in Prestwich.*

*4. Mr Cope was acting as managing agent, on behalf of his employer, for a property in Manchester.*

*5. That property had suffered significant damage following a water leak.*

*6. The property was insured through a policy held with Ecclesiastical Insurance*

*7. A claim was made on that policy through Mr Cope.*

8. *A firm of loss adjusters, Woodgate & Clark, were appointed to act on behalf of the insurance company.*
9. *On 31 May 2022, the loss adjusters asked Mr Cope whether any repairs had been carried out and, if so, to provide any completion invoices and details of any accommodation costs that may have been incurred.*
10. *Mr Cope replied on the 31 May 2022 and provided a typed invoice from Wire-It Electrical Services dated 31 May 2022 in the sum of £9,080 and a receipt from Airbnb dated 16 May 2022 in the sum of £1,329.25.*
11. *The loss adjusters contacted Wire-It Electrical Services who confirmed that they had carried out repair work at the property but had charged £7,183 not £9,080.*
12. *Wire-It Electrical Services informed the loss adjusters that invoices are handwritten and not typed.*
13. *On 10 June 2022, Mr Cope provided an extract of a bank statement to the loss adjusters as evidence of payment to Wire-It.*
14. *The statement showed a payment of £7,183.*
15. *In the covering email, Mr Cope explained that the £7,183 was a part-payment to Wire-It with a 'balance owed as there are insufficient funds in the account'.*
16. *On 21 June 2022, Mr Cope was notified that Sarah Durkin, Senior Investigator was assigned to the case to make 'validation enquiries' on behalf of the loss adjusters.*



17. On 4 July 2022 Mr Cope emailed Ms Durkin saying: 'My accounts department has just informed me that the invoice they received and sent to me for the main works was incorrect and issued by Wire-It in error and was based on a broader scope of works including some higher specifications which ultimately were not undertaken. They have informed me that the correct invoice totalled £7183 and this has been paid up in full.'
18. On 5 July 2022 Mr Cope was asked to provide a copy of his correspondence with Wire-It and original copies of the two invoices.
19. On 5 July 2022 Mr Cope telephoned Ms Durkin.
20. Mr Cope told Ms Durkin that there was no audit trail and that both invoices had been handed to him personally by 'Jan' from Wire-It.
21. Mr Cope was told that Wire-It had informed the loss adjustors that the typed invoice was not one of their invoices.
22. Mr Cope was asked who had typed the invoice.
23. Mr Cope replied stating that his company was RICS certified and due to regular audits by RICS it would not be in his interests to submit any false documentation.
24. Mr Cope followed up that telephone conversation with an email on 5 July 2022 which reads: 'As discussed now on the phone, the invoices were not issued by email and I have attached copies of both, as requested. The printed one was posted into our office and the hand-written one was handed over to me by Jan on completion of the works. Both were passed to our accounts department and when I requested copy invoices to send to you, the incorrect one was sent in error, which as mentioned previously was based on a broader scope of works, which were not ultimately undertaken.'

25. Ms Durkin emailed Mr Cope on 5 July 2022.
26. In this email Ms Durkin told Mr Cope that she had spoken to Jan from Wire it.
27. Jan from Wire it had confirmed that the only invoice issued to Mr Cope was for £7183.
28. Mr Cope was asked to explain where the typed invoice had come from.
29. Mr Cope replied on 5 July 2022 saying: 'I have checked with our accounts lady and as the handwritten invoice was not very clear, she had typed this up, but it was based off the original higher quote. I sincerely apologise for the confusion this has caused.'
30. On 8 July 2022, Mr Cope sent a two-page handwritten quotation from Wire-It to Ms Durkin.
31. That quotation was dated 6 May 2022 and was in the sum of £9,080.
32. That quote had been written by Jan at Mr Cope's request.
33. On 18 July 2022, Mr Cope telephoned Ms Durkin.
- Mr Cope admitted that he had typed the false Wire-It invoice.
  - Mr Cope said that he had agreed that he would charge the policy holder 15% for managing the claim and had added the 15% to the Wire-It invoice.
  - Mr Cope said that he had also added in his estimated cost for painting two walls to the Wire-It invoice.
  - Mr Cope said that he had got Wire-It to write the £9,080 quote dated 6 May 2022 after having been asked to provide it.
  - Mr Cope said that due to a change of dates when the tenants had required alternative accommodation, the Airbnb costs had reduced by £120; he had not previously advised of

*this change because it would have complicated matters and was subject to his 15% fee in any event.*

- *Mr Cope said that the reason he had telephoned was because the loss adjusters had asked for a meeting with the policy holder.*

*34. In the afternoon of 18 July Mr Cope sent an email apologising for his actions.*

*35. He said that he was inexperienced in these matters and had naively thought he could charge a fee for each element of the work.*

*36. Mr Cope said: 'I fully accept that amending the contractors' invoice was not the correct way to ensure our fees were covered by the insurers and that I should have submitted our invoice separately, which would have been the correct and most transparent way of doing so.'*

*37. Airbnb issued a refund of £120 on 17 May 2022.*

*38. On 5 December 2022 the insurers declined the insurance claim in its entirety on the grounds of fraud.*

*39. Mr Cope challenged the declination by the insurers and raised a claim with the Financial Ombudsman Service.*

*40. This claim was rejected by the Ombudsman on 28 March 2023.*

*41. On 18 March 2024 the matter was allocated to Lia Powell, RICS Investigator.*

*42. On 3 April 2024, Ms Powell sent Mr Cope a letter asking a number of questions*

43. *Mr Cope replied on 7 April 2024 stating that he intends to fully cooperate and expressing his remorse.*
44. *Mr Cope responded further on 9 April 2024.*
45. *An allegation letter was sent to Mr Cope on 11 June 2024.*
46. *Mr Cope responded to this allegation letter on 17 June 2024 accepting the allegations.*
47. *Mr Cope submitted a letter of support from Mr Younger of Scotinvest Ltd.*
48. *Mr Cope sent RICS an email on 8 September 2025*
49. *This email attached a request made by Mr Cope to the Financial Ombudsman Service on 26 May 2024 to review their decision of 28 March 2024.*
50. *On 9 September 2025, Mr Cope shared a copy of the final decision of the Financial Ombudsman dated 5 June 2024.*
51. *On 9 September 2025, Mr Cope shared a copy of the Final decision reply form indicating that the decision was rejected by Mr Cope on 6 June 2024."*

14. Ms Frankie, on behalf of RICS, indicated that the agreed facts were not the entirety of the evidence in the case, and that she invited the Panel to consider the documents contained in the bundle before it.

## **Admissions**

15. The charge was read and Mr Cope indicated that he admitted the entirety of the charge, save that he had acted dishonestly as alleged in the stem of allegation 1. He accepted that in respect of the admitted facts, he had acted without integrity.

### **Submissions on dishonesty**

16. Ms Frankie on behalf of RICS referred the Panel to her case summary within the bundle, the record of the agreed facts and to a number of the documents contained in the Bundle before the Panel

17. Ms Frankie said that Mr Cope had admitted that he submitted an invoice for £9,080 for repairs to loss adjustors in connection with an insurance claim when he knew that the real amount paid to the contractor was in fact £7,183. He had also admitted that he had sent the loss adjustors an Airbnb invoice in the sum of £1,329.25 when he knew that the true amount spent had been £1,207.65 following a refund made by Airbnb. Lastly he had admitted causing a sham handwritten quotation from the contractor dated 6 May 2022 in the sum of £9,080 to be created and sent it to the loss adjustors.

18. Ms Frankie reminded the Panel of the test for dishonesty as set out in [Ivey v Genting Casinos \[2017\] UKSC 67](#) and stated that Mr Cope's actions were objectively dishonest and that he clearly knew that they were dishonest, as he had subsequently acknowledged.

19. Having had the distinction explained to him, Mr Cope chose to make submissions to the Panel rather than give evidence about the remaining issue of dishonesty. He told the Panel that the matters that had led to this hearing were the greatest mistake of his life and a matter of great regret to him. Mr Cope acknowledged that his admitted actions went against many of the principles of professional life.



20. Mr Cope said that he was not trying to deny any of the facts as they had clearly happened nor was he trying to shirk his responsibilities. He wanted to invite the Panel to consider carefully the difference between dishonesty and lack of integrity.

21. Mr Cope said that he thought there was a higher bar for dishonesty as opposed to lack of integrity. Dishonesty in Mr Cope's understanding would require an intent to gain something you were not entitled to, almost like theft. Mr Cope said that he was entitled to a management fee and had naively thought it was acceptable to include that fee as part of the disputed invoices.

22. Mr. Cope said he objected to the statement by RICS in its case summary that *"Dishonestly representing an insurance claim by providing exaggerated invoices amounts to insurance fraud"*. Mr Cope said that not every case of misrepresentation was fraud, as established by case law.

23. Mr Cope also said that he took exception to the statements in the case summary that the difference between the invoices and what was actually paid did not represent a 15% uplift. He referred to his email to the loss adjusters of 18 July 2022 in the bundle which explained in detail the total effect of the inflated calculations. Mr Cope said that there were other costs, including contractor costs that he included in the invoice. At no point was he claiming over and above what he genuinely thought he was owed. Mr Cope submitted that a finding of dishonesty would need a deliberate intention to gain financially above and beyond what he had been entitled to, which was not present in this case.

24. Mr Cope said that there were numerous references to his dealings with the Financial Ombudsman in the bundle but he invited the Panel to disregard all of them as they were not relevant.

25. In closing, Ms Frankie reminded the Panel of the factual basis of the dishonesty allegation and said that whether Mr Cope had made any gain from those actions was irrelevant to issue

of dishonesty. She stated that as regards the suggestion that Mr Cope had been acting innocently in advancing his own fee as part of the contractor invoice, if that were so, he would have made his intention clear from the outset. Ms Frankie observed that the insurance policy in any event stipulated that managing agent fees had to be agreed with the insurers in advance.

26. In response, Mr Cope said that on reflection he had put too much weight on the difference between dishonesty and lack of integrity and therefore wished now to admit that he had been dishonest in respect of allegation 1 of the charge.

## Findings on facts

27. The Panel carefully read all the evidence in the bundle consisting of 228 pages provided to it, as well as the supplementary papers related to the agreed facts. It listened carefully to the submissions of Ms Frankie and Mr Cope on the disputed issue of dishonesty. It gave due weight to the admissions made by Mr Cope at the start of and during the hearing. The Panel accepted the advice of the Legal Assessor as to the burden and standard of proof in the case, and the meaning of dishonesty as set out in the case of [Ivey v Genting \[2017\] UKSC 67](#).

28. Having done so, the Panel found allegation 1, including the allegation that Mr Cope had acted dishonestly, proved in its entirety. Allegation 2, which had been pleaded as an alternative therefore fell away.

29. The Panel concluded that on the balance of probabilities Mr Cope had indeed produced a false invoice purporting to be from a contractor, which he submitted to the loss adjustors acting in an insurance claim he was pursuing on behalf of his client. Further when asked to justify the disputed invoice, he had caused the contractor to create a

sham quotation retrospectively dated which he also sent to the loss adjustors in support of the claim. Finally, he had submitted as part of the claim a genuine invoice for accommodation costs from Airbnb without informing the loss adjustors that Airbnb had refunded part of the cost.

30. The Panel's reasons for these findings were that, as set out in the witness statement of Sarah Durkin in the bundle, Mr Cope had admitted these actions to the loss adjustors. Further (and somewhat to his credit) throughout the RICS investigation Mr Cope had consistently accepted that he had done those things and had agreed the relevant actions as facts in a document provided to this Panel. At the outset of this hearing he had (as he was obliged to do given the content of the agreed facts) admitted the parts of the charge against him reflecting those actions.

31. The Panel considered that these admitted actions were objectively dishonest by the standards of ordinary, decent people. In addition, it was obvious that Mr Cope himself knew at the time that he was acting dishonestly, as demonstrated by his reaction to the loss adjustors' validation inquiries. He provided differing, untrue accounts of how the invoice had been produced. He attempted to cover up the false invoice by asking the contractor to produce the sham quotation. Finally he admitted the truth in July 2022 and only at that point did he reveal the Airbnb refund to the loss adjustors (which he would have been aware of on 31 May 2022 when he submitted the original Airbnb invoice).

32. The Panel then went on to consider the question of liability to disciplinary action under RICS' Bye-laws.

## **Liability to disciplinary action**



33. Ms Frankie submitted that a finding of dishonesty was self-evidently a serious breach of the Rules of Conduct and therefore rendered Mr Cope liable to disciplinary action.

34. Mr Cope told the Panel that he accepted that his admissions made him liable to disciplinary action.

35. The Panel nonetheless carefully considered Mr Cope's liability to disciplinary action. The Panel accepted the advice of the Legal Advisor. Under Bye-law 5.2.2(c) a Member may be liable to disciplinary action under the Bye-laws for any failure to adhere to the Bye-laws or to Regulations or Rules governing Members' conduct.

36. The Panel bore in mind that liability to disciplinary action is a matter for the Panel's judgment. Not every falling short of accepted standards or breach of RICS' rules will give rise to disciplinary action. The falling short in question must be of a serious nature.

37. In this case, the Panel had found that Mr Cope had been dishonest in supplying false documents and information to loss adjusters in the course of an insurance claim.

38. Honesty and integrity form the bedrock of any profession and therefore any act of dishonesty or failure to act with integrity has the potential to seriously undermine trust in the profession. The dishonesty found by the Panel in this case was conducted in the course of Mr Cope's business and caused his client's insurance claim to be rejected by the insurers.

39. The facts found proved against Mr Cope were a serious breach of Rule 1 of the Rules of Conduct for Members and the Panel therefore concluded that he was clearly liable to disciplinary action under Bye-law 5.2.2(c).

## **Submissions on Sanction**

40. Ms Frankie told the Panel that she did not invite it to impose any particular sanction. She submitted that the Panel should assess the gravity of the allegation found proved overall, should weigh up the relevant aggravating and mitigating factors and should apply the appropriate sanction in light of RICS' Sanctions Policy. Ms Frankie said that the matter was aggravated in RICS' view by the fact it involved serious and repeated dishonesty that had the potential to cause loss.

41. Mr Cope said that he accepted that his initial actions were planned and thought through. They were therefore deliberate albeit foolish. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

42. Mr Cope told the Panel that when the discrepancies had come to light, he had imagined the absolute worst would happen and had made desperate efforts to cover up, which, viewed in hindsight, were laughable. Mr Cope said his actions came from a place of desperation to avoid what he thought would be the worst outcome and would result in his losing everything.

43. As regards sanctions, Mr Cope said he did not have much to say. He accepted that what he had done struck at fundamentals of professionalism. He said that the three years that the matter had been hanging over him had been very difficult.

44. Mr Cope said that he had reimbursed his client for the loss and had taken steps to avoid such things happening again. He had undertaken a course on ethics and felt he was a changed person to the one who had taken these actions three years ago. Mr Cope referred the Panel to the letter of support from the client on whose behalf he had been acting in the claim.

45. Mr Cope said that expulsion from membership of RICS would have a severe impact on him. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

46. Mr Cope told the Panel he was very concerned about being left without an income, as if he was expelled from membership, the company that employed him as a consultant would very likely terminate his contract. That company was very proud of its association with RICS, so removal from membership would almost guarantee a serious impact on his financial standing. Further Mr Cope said he lived in a small community, where people know each other well and what is happening in their lives. The removal of his membership would cause a lot of damage to his family and reputation.

47. As to his ability to meet any fine or award of costs, Mr Cope said that he had very little or no spare income once his expenses were taken into account. He told the Panel that he had had no previous issues in his RICS membership. Finally, he said he very much wanted to retain his membership and believed that he could contribute to the profession, having learned from this experience.

## **Decision on Sanction**

### Panel's Approach

48. When considering the appropriate sanction in this case, the Panel paid careful regard to all the circumstances of this case, including the evidence and submissions that the Panel received, and the admissions made by Mr Cope. It accepted the advice of the Legal Advisor.

49. The Panel considered the overarching principles guiding the imposition of a sanction on Regulated Members under RICS' disciplinary scheme. The Panel had regard to the principle of proportionality, the need to protect the public and to promote regulatory compliance. The Panel has further considered the need to protect the reputation of the profession and uphold proper standards.

50. The Panel considered what, if any, sanction to impose. It bore in mind that the purpose of a sanction is not to punish a member or firm, although it may have a punitive effect. The purpose of a sanction is to protect the public; to declare and uphold the standards of the profession; to maintain the reputation of the profession, and of RICS as its regulator; and to demonstrate to the public and to RICS members that RICS takes firm action to promote regulatory compliance in the public interest and to deter other members and firms from future non-compliance.

51. The Panel must first decide whether to impose a sanction. The Panel was mindful that if it decided that a sanction was required, it must adopt a proportionate approach in determining the appropriate sanction. This means that the Panel commences at the lowest sanction, and only if it decides that sanction is not appropriate does it consider further sanctions. The Panel bore in mind that sanctions may be combined together but that the overall sanction must be proportionate to the nature and seriousness of the conduct in question.

52. The Panel had regard to RICS Sanctions Policy (Version 9 with effect from 2 March 2022) (the Sanctions Policy). It took into account the submissions of the parties and accepted the advice of the Legal Advisor. It noted in particular the case of *Hassan v General Optical Council* [2013] EWHC 1887 as authority for the proposition that there was not necessarily a presumption in favour of striking off in any case involving dishonesty.

## Decision

53. The Panel considered that its findings in this case were aggravated by the repeated instances of dishonesty over a period of time and the fact that Mr Cope had, as he candidly admitted, attempted to cover up his initial breach.

54. As regards mitigating factors, the Panel gave Mr Cope some credit for his engagement with RICS, his admissions and his repeated expressions of remorse throughout the investigation. It also took account of the fact of his previous good character and the fact that Mr Cope was relatively inexperienced in the profession at the time of these events.

55. Further the client who was ultimately affected by Mr Cope's misconduct had written a supportive testimonial to the Disciplinary Panel. This confirmed that Mr Cope had reimbursed the client out of his own pocket and that the client had continued to employ Mr Cope. The Panel acknowledged [REDACTED], as well as the fact that the investigation of this complaint had taken some time. This had caused [REDACTED] to Mr Cope, who despite this, had continued to engage with RICS.

56. The Panel first considered whether it was appropriate to impose any sanction at all. The Panel concluded that a finding of dishonesty against a Regulated Member was too serious to justify not taking action. It therefore considered the available sanctions in ascending order.

57. The Panel took the view that Mr Cope's conduct could not be described as 'minor' and, therefore, a caution was not an appropriate or sufficient sanction.

58. For similar reasons, the Panel determined that reprimanding Mr Cope would be insufficient to mark the seriousness of the charge.

59. The Panel therefore went on to consider whether an undertaking or conditions would be appropriate. No undertakings had been offered, and acting honestly was a continuing duty



for all Regulated Members. The Panel had difficulty envisaging how conditions could address such misconduct or be adequately policed by RICS.

60. The Panel then considered whether a fine would adequately address the wrongdoing in this case, but concluded that it would not sufficiently protect the public nor appropriately meet the public interest.

61. Having had due regard to the Sanctions Policy and all the circumstances of the case, the Panel concluded that the only appropriate outcome would be expulsion from membership. As noted above, it is a fundamental requirement of practice that Regulated Members be honest in their professional dealings. Mr Cope had, regardless of his motives, deliberately submitted false documents and information in an insurance claim with the result that he caused loss to a client. Such deplorable conduct had the potential to undermine public confidence in surveyors generally, and in the Panel's view, was incompatible with continued membership of RICS.

**62. The Panel therefore ordered that Jacob Cope be expelled from membership of RICS.**

## **Publication**

63. The Panel has considered the policy on publication of decisions, the Sanctions Policy Supplement 3 - Publication of Regulatory Disciplinary Matters. The Panel took full account of Mr Cope's submissions about the potential effect on his health and reputation were this determination to be published.

64. However, part of the price of belonging to a regulated profession was submission to the RICS' disciplinary scheme, which included the well-established presumption that decisions of the Disciplinary Panel should be published other than in exceptional circumstances.

65. The reasons for this were clear. Not only did the requirements of open justice require the public and fellow professionals to understand how this Panel had arrived at its decision, transparency is also a key component of good regulation, in that it allows the public to identify those who have breached their professional rules and maintains confidence in the regulator.
66. Accordingly, the Panel did not identify any valid reason in Mr Cope's submissions to depart from the presumption that decisions will be published on the RICS website.

## **Costs**

67. RICS applied for costs of £7,542.50
68. The Panel carefully considered the issue of costs. The costs figure represents a contribution towards the costs incurred by RICS in preparation for the hearing and the hearing itself. The Panel had no reason to doubt that the costs application was fair and reasonable.
69. Taking into account the statement of means he had provided to RICS, the Panel concluded that it was appropriate for Mr Cope to make a contribution towards the costs of bringing this case, otherwise the full cost of these proceedings would fall on the profession as a whole.
70. **The Panel orders that Mr Cope pays costs to RICS in the sum of £7,542.50.**

## **Appeal Period**

71. The Relevant Person has 28 days, from the service of the notification of the decision, to appeal this decision in accordance with Rule 152 of the Rules.