Public consultation on REFIT Review of Directive 2009/103/EC on motor insurance

Actuarial Association of Europe (AAE) Response

4th September 2017

For Discussion

Version	Date	Author	Reviewer	Comment
0.1	30th Aug 2017	Kartina Thomson	NLWG members	Working draft
0.2	4th Sept 2017	Peter Franken		Peer review
1.0	4th Sept 2017	Kartina Thomson	IC members	To receive feedback from IC members

DRAFT

No	Question	AAE Response
A	**Questions for private individuals**	
A.1.	**GENERAL EVALUATION OF THE FUNCTIONING OF MID**	
1	If you have been a victim of an accident that happened in another EU Member State from that where you reside, did you have any problem to receive compensation in good time?	

No	Question	AAE Response
2	If you have been a victim of an accident that happened where you reside caused by a driver insured in another Member State, did you experience any problem to receive compensation in good time?	
3	If you have been a victim of an accident caused by an uninsured vehicle or a vehicle that was impossible to be traced, did you experience any problem to receive compensation in time?	
A.2.	**EVALUATION OF SPECIFIC ELEMENTS OF MID, POSSIBLE OPTIONS FOR AMENDMENTS AND THEIR IMPACTS**	
A.2.1.	PORTABILITY OF CLAIMS HISTORY STATEMENTS Policyholders can ask their insurers for a statement, which provides a history of claims over the last five years. The purpose of such a statement is to help a policyholder with a good driving record to obtain a lower bonus/malus rating and hence a lower premium when switching to another insurer. Often, the receiving insurer will agree to take into account such a statement. However, this is not always the case, especially in cross-border situations, which can hinder cross-border mobility.	
4	If you have moved from one Member State to another Member State, did you experience any problem in acquiring your MTPL insurance policy?	
5	If you obtained a certificate from your previous insurer in the original Member State showing for example that you had not caused an accident in the last 5 years, did the new insurer in the other Member State take it into account in calculating the premium?	
6	If the answer to the previous question is negative, what were the reasons for such refusal? - the new insurer does not recognize statements from a foreign insurer - the new insurer requested a statement covering more than the last five years	

DRAFT

No	Question	AAE Response
	- other reason - no reason given	
7	In your view, should insurers be obliged to take into account a claims history statement from a previous insurer (including from another Member State) for the purposes of premium calculation?	Claims history forms another rating factor that specifies the level of risk of the insurance cover and could be part of the premium the insurer charges its policyholders. From a risk perspective it might be logical to take the claims history into account to avoid overcharging the policyholder, if his/her claims history is good (no or minimal claims) or to avoid undercharging if his/her claims history is poor (lots of claims and/or high claims). To our view whether or not taking claims history into account in the premium calculation is a commercial decisions of the insurer.
8	In your view, should insurers be obliged to publish their policies regarding no claims bonuses and bonus/malus discounts to contribute to better treatment of policyholders when switching?	We believe that transparency in policies should be aimed for. The policyholders (existing and prospective) have the right to know how their past claims experience contribute (or not) to their premiums. The policies do not have to go into detail of how the calculation is performed but it should provide clarity on specific components such as bonus/malus ladders or the treatment of historical information of the insured when switching. This is especially important if personal historical information is exchanged with third parties then this should be known to the insured when taking the policy, from a data protection perspective.
A.2.2.	PROTECTION OF VICTIMS IN CASES WHERE A CROSS-BORDER MOTOR INSURER IS INSOLVENT	

DRAFT

No	Question	AAE Response
	Victims of car accidents face a risk of not receiving compensation if the insurer of the responsible driver, based in another Member State, becomes insolvent. Not all Member States currently participate in a voluntary international agreement to ensure compensation of victims where an accident in one Member State is caused by a vehicle covered by an insolvent insurer based in another Member State. In a recent case of insolvency of an insurer providing cross-border motor insurance, a guarantee fund in another Member State (where policyholders were located) had to compensate approximately 1,750 claimants, without having received any contributions from the insurer in question. In response to the Commission's recent Green Paper on Retail Financial Services (Green Paper on retail financial services: Better products, more choice, and greater opportunities for consumers and businesses, 10.12.2015, COM(2015) 630 final.), several stakeholders suggested amending EU legislation to ensure that the guarantee fund of the Member State of the insolvent insurer bears the costs stemming from the claims of this insurer.	
9	Should EU law afford full protection of parties injured in traffic accidents in the case of insolvency of the insurer (regardless of where in the EU the insurer is based)?	We believe that this is important from a policyholder perspective. Having a central fund or central law to provide this protection could enable greater mobility to policyholders, ease of administration and consistency between Member States.
A.2.3.	DEEMED INSURANCE COVER AND INSURANCE CHECKS In order to facilitate the free movement of people and to make sure that the Member States do not carry out motor insurance checks at borders, MID prohibits checks on insurance other than non-systematic ones that are not discriminatory and are not aimed exclusively at insurance verification. At the same time, one of the key indicators of the functioning of MID is how the Member States ensure that all vehicles are insured. The costs of accidents by uninsured driving are paid for in the end by all other policyholders. The provision banning systematic insurance checks was introduced when there were no other means of insurance verification than to physically stop the vehicle and check the documents. Currently, automated systems checking insurance on the basis of number plates can be deployed without restricting traffic. In this context, it needs to be explored whether the exchange of information on number plates and linked insurance policies should be improved.	
10	Should MID permit systematic checks on insurance of vehicles by electronic means without physically stopping the vehicle?	

DRAFT

No	Question	AAE Response
A.2.4.	PROTECTION OF VISITORS Compared to the Green Card system, which protects victims against accidents caused by visiting drivers, MID also provides protection for victims of an accident in Member States where they are not residents (visitors). To that end, the Member States must require insurers from other Member States to appoint claims representatives. Furthermore, Member States are required to set up information centres that facilitate tracking of drivers and compensation bodies that provide assistance in cases where the victim cannot co-operate effectively with the insurer.	
11	Is the protection of visitors provided under MID sufficient?	
A.2.5.	SCOPE The MID provides that the use of any motor vehicles intended for travel on land and propelled by mechanical power must be insured for third party liability. A sufficiently wide definition of vehicles was important to ensure that victims of accidents are adequately protected. However, due to rapid technological development over the last years, the original definition now encompasses a much wider variety of newly created vehicles, such as low-speed electric bicycles, Segways, golf buggies or mobility scooters. MID allows Member States to exempt certain types of motor vehicles from the insurance obligation. However, in those cases, accidents caused by such vehicles must be covered by guarantee funds that are set up to compensate victims of accidents caused by uninsured or untraced vehicles and towards which all policyholders automatically contribute through their premiums (the levy by the guarantee fund is charged to insurers, who then presumably integrate it in premiums charged to policyholders). The European Court of Justice has clarified in a judgement of 2014 (case C-162/13), the so-called Vnuk-ruling), which concerned an accident on a private property caused by a tractor, that the concept of the 'use of vehicles' covers any use of a motor vehicle that is consistent with the normal function of that vehicle. Therefore vehicles used in certain locations (also outside of road traffic) and/or certain activities which might not have been initially understood as being covered are now clarified as covered by the obligation of insurance cover under MID. Specifically, accidents that are the result of agricultural, construction, industrial, motor sports or fairground activities outside of public roads must now be covered by motor third party liability policies.	

DRAFT

No	Question	AAE Response
12	Should the protection provided under MID include liability for accidents irrespective where they occur, thus both on public roads and private property?	
13	Should it be left to the discretion of individual Member States to exempt certain natural or legal persons, certain public or private vehicles, certain types of vehicles or vehicles bearing special number plates that normally fall under MID, provided that the victims are otherwise compensated?	It is appropriate to give a certain level of discretion to individual Member States if they are willing to bear the cost of this flexibility; i.e. guarantee of victim compensation.
14	What types of vehicles, if any, should be completely excluded from the scope of MID at EU-level?	
15	Should compulsory MTPL insurance cover accidents resulting from agricultural, construction, industrial, motor sports or fairground activities?	MTPL insurance should cover accidents resulting in third party loss, which provides protection to third parties. Having compulsory cover will ensure that third parties are compensated for their loss. Care should be given, however, to ensure that there is limited risk of excessive or duplication of cover or over insurance through insurance overlap. Third party liability may be covered under public liability insurance.
A.2.5.	TECHNOLOGICAL EVOLUTION – AUTONOMOUS VEHICLES When the MID was adopted, motor vehicles were always driven by a person, with little electronic/automatic facilities. However, the automotive industry nowadays sees increased automation of vehicles, possibly leading to fully autonomous vehicles on the roads in the near future. The definition of a "vehicle" is neutral vis-à-vis new technologies and thus does not distinguish between "vehicles with a driver" or "autonomous vehicles". However, it is conceivable that with the introduction of autonomous vehicles, the responsibility for accidents might be transferred to manufacturers of vehicles or even entities responsible for the road infrastructure. This raises the question whether the current system of liability insurance, where the responsibility for the accident lies with the owner/driver of the vehicle, will be suitable in all cases in the future.	

DRAFT

No	Question	AAE Response
16	Should autonomous vehicles continue to be insured for liability to victims of accidents in the same manner as vehicles with drivers?	It depends on how 'autonomous' a vehicle is. If a vehicle can be overridden by manual intervention, then autonomous vehicles can be insured for liability to victims of accidents in the same manner as conventional cars. However, if the vehicles are fully autonomous without the ability for manual intervention, then the responsibilities arguably can be transferred to the manufacturers of vehicles or road structure through products liability or public liability respectively.
17	Do you have other comments related to technological evolution?	No.
A.2.6.	TRANSFER OF VEHICLES MID seeks to facilitate purchases of vehicles in other Member States by stating that the Member State of destination is the Member State where the risk is based, even though the vehicle will not yet be formally registered there. When a person buys a vehicle in another Member State, that person has the maximum of 30 days to register his/her car in his/her home Member State and to arrange suitable MTPL insurance.	
18	If you have purchased a vehicle in another Member State, did you experience any problems in obtaining MTPL insurance for the purpose of bringing your vehicle back home?	
19	Should the current legal framework applicable for dispatched vehicles be modified in any manner? Please specify how.	
A.2.7.	ANY OTHER ISSUES The above questions are based on what the Commission's services consider are the key issues that warrant evaluation. In order not to omit any other topics, it is necessary to ask whether interested parties have any other potential problems to raise.	

DRAFT

No	Question	AAE Response
20	Are there any other issues not falling within the remit of the above questions that might require action at EU level you wish to raise? What would be your preferred solution to the identified issue?	None.
B	**Questions to Businesses, Business and Consumer Associations**	
B.1.	**GENERAL EVALUATION OF THE FUNCTIONING OF MID**	
1	Do you consider that the number of uninsured vehicles is problematic in your Member State? What are in your view the reasons for uninsured driving?	The AAE is represented by members of different European Member States. One answer is thus not possible. However, we understand that it is certainly an issue in some Member States. We believe that the reasons for uninsured driving can include (but not limited to): 1) Cover unaffordable or too expensive (ratio of insurance to net income is high); 2) Deliberately uninsure to conduct wider criminal activity; 3) Unable to obtain insurance (due to past claims experience, past criminal conviction, etc.); 4) Do not believe in insurance.
2	Do you consider that measures are needed at European level to reduce the levels of uninsured driving? If yes, what could those measures be?	
B.2.	**EVALUATION OF SPECIFIC ELEMENTS OF MID, POSSIBLE OPTIONS FOR AMENDMENTS AND THEIR IMPACTS**	

DRAFT

No	Question	AAE Response
B.2.1.	PORTABILITY OF CLAIMS HISTORY STATEMENTS Policyholders can ask their insurers for a statement, which provides a history of claims over the last five years. The purpose of such a statement is to help a policyholder with a good driving record to obtain a lower bonus/malus rating and hence a lower premium when switching to another insurer. Often, the receiving insurer will agree to take into account such a statement. However, this is not always the case, especially in cross-border situations, which can hinder cross-border mobility.	
3	Do you consider that the five-year period of the claims history statements is sufficient? If not, what should be the period for such statements: seven, ten, fifteen years?	We believe that this is a reasonable period, without specifically analysing any motor insurance data. Generally, we believe that it is unlikely that longer periods will provide information that materially changes the assessment of risk and earlier years may provide out-of-date exposure.
4	Should the format of claims history statements be standardised in the EU?	If it helps with the portability and understanding of the information, then there may be benefit of doing so. However, it needs to be balanced with the cost of designing and maintaining a standardised form.
5	Should insurers be obliged to take into account a claims history statement from a previous insurer (including from another Member State) for the purposes of premium calculation?	We believe that it should not be obligatory to take the information into account. Insurers should be given the flexibility to underwrite the risk as they see fit as the exposure may be very different from one Member State to another.
6	Do you (if you are an insurer) take into account claims history statements from other insurers and how? If not, please explain why.	
7	Would an obligation on insurers to make public their policies regarding no claims bonuses and bonus/malus discounts policies contribute to better treatment of policyholders when switching?	Perhaps as it may set an expectation from both the insureds and the insurers' perspectives.
8	Do you have other comments related to the portability of claims history statements?	No.

DRAFT

No	Question	AAE Response
B.2.2.	PROTECTION OF INJURED PARTIES WHEN A CROSS-BORDER MOTOR INSURER IS INSOLVENT Victims of car accidents face a risk of not receiving compensation if the insurer of the responsible driver, based in another Member State, becomes insolvent. Not all Member States currently participate in a voluntary international agreement to ensure compensation of victims where an accident in one Member State is caused by a vehicle covered by an insolvent insurer based in another Member State (For further information, see website of Council of Bureaux). In a recent case of insolvency of an insurer providing cross-border motor insurance, a guarantee fund in another Member State (where policyholders were located) had to compensate approximately 1,750 claimants, without having received any contributions from the insurer in question. In response to the Green Paper on Retail Financial Services (Question 20 of the Green Paper on retail financial services of 10 December 2015, COM(2015)630 final), several stakeholders suggested amending EU legislation to ensure that the guarantee fund of the Member State of the insolvent insurer bears the costs stemming from the claims of this insurer. The issue needs to be considered from two angles – first from the point of view of the injured party as to in which Member State s/he should claim compensation and second as to which Member State should eventually pay the final bill.	
9	In cases where an insurer providing insurance cross-border in another Member State becomes insolvent, what is the most appropriate solution in the case of an accident caused by a policyholder of that insolvent insurer?	
	- No legally required intervention by any guarantee fund in any Member State with the consequence that the victim risks not receiving any compensation from an insurer or guarantee fund and may have to seek recourse from the responsible driver in civil courts (current situation if no voluntary agreement for compensation is in place)	
	- A fund or compensation scheme in the Member State of the insurer should eventually compensate the victim/reimburse intervention of guarantee scheme of the Member State of residence of the victim	
	- A fund or compensation scheme in the Member State of the insured party (responsible driver) and/or accident should intervene, regardless of whether the insurer contributed to that fund or not	

DRAFT

No	Question	AAE Response
	- A fund or compensation scheme in the Member State of the insured party (responsible driver) and/or accident should intervene, only if the insurer contributed to that fund	
	- An EU-wide fund with separate contributions	
	- Another treatment	
10	Should injured parties seek compensation from the competent body in the Member State of:	
	- their residence, in which case this body would have a recourse towards the body of the Member State where the insurers has its head office of the insurer	
	- where the insurers has its head office	
	If EU law were to introduce a requirement to compensate victims of traffic accidents in case of insolvency of the insurer, the question would arise whether compensation should be partial or full, as if it were provided by the insurer itself. There is currently no guarantee at EU level that victims get full compensation in such cases and Member States are free to limit it.	
11	Should EU law provide that in the case of insolvency of the insurer, compensation to the victim must be provided in full?	From a policyholder perspective this would be ideal providing the cost of this is understood and there is a solution of funding this guarantee fund.
12	Do you have other comments related to protection of victims where a cross-border motor insurer is insolvent?	No.
B.2.3.	MINIMUM AMOUNTS OF COVER The MID lays down minimum amounts that a motor insurance third party liability policy must cover in case of personal injury and damage to property. These amounts are reviewed every five years to take into account inflation. The amounts laid down (in euro) are currently as follows (after several periodic revisions): in the case of personal injury, the minimum amount of cover is €1 220 000 per victim or €6 070 000 per claim, whatever the number of victims; and in the case of material damage, the minimum amount is €1 220 000 per claim, whatever the number of victims.	

DRAFT

No	Question	AAE Response
	MID currently does not differentiate between types of vehicles and their potential to cause damage. Since some vehicles, such as trucks, due to their size may cause more damage per accident than an ordinary passenger car, some Member States have introduced a higher minimum amount of cover for heavy vehicles of up to €25.000.000.	
13	Should the minimum amounts of cover continue to be the same in all EU Member States?	For consistency and mobility purposes, this is appropriate.
14	Should the minimum amounts of cover be lower, higher or remain the same compared to what they currently are under MID?	The minimum amounts should take into account the affordability as well as cost of claims. Raising the minimum to a high level might have an increasing effect on the claims amounts and put the affordability of the system under pressure.
15	Should MID differentiate between types of vehicles (such as electric bicycles, lorries, tractors, etc.) for the determination of the minimum amounts of cover?	This might be logical, as the level of loss and loss distributions can be expected to be different between types of vehicles involved. This relates to affordability point as well, which feeds into one's propensity to take cover.
16	If so, what should be the minimum amounts of cover for those different types of vehicles? Please specify:	
17	Do you have other comments related to minimum amounts of cover?	No.
B.2.4.	DEEMED INSURANCE COVER AND INSURANCE CHECKS In order to facilitate the free movement of people and to make sure that the Member States do not carry out motor insurance checks at borders, MID prohibits checks on insurance other than non-systematic ones that are not discriminatory and are not aimed exclusively at insurance verification. At the same time, one of the key indicators of the functioning of MID is how the Member States ensure that all vehicles are insured. The provision banning systematic insurance checks was introduced when there were no other means of insurance verification than to physically stop the vehicle and check the documents. Currently, automated systems checking insurance on the basis of number plates can be deployed without restricting traffic. In this context, it needs to be explored whether the exchange of information on number plates and linked insurance policies should be improved.	

DRAFT

No	Question	AAE Response
18	Should MID permit systematic checks on insurance by electronic means without physically stopping the vehicle?	
19	Should the cross-border exchange of information on number plates and linked insurance policies be improved and/or streamlined between Member States?	
	MID lays down criteria on the basis of which it is determined which Member State is responsible for a vehicle on the basis of the concept of vehicles being "normally based" in their territories. There are four criteria on the basis of which the origin of the vehicle is determined: (i) the vehicle's registration plate, (ii) the insurance plate or a distinguishing sign, (iii) the place of residence of the person who has the custody of a vehicle or (iv) failing the previous 3 criteria, the territory of the Member State where the accident took place.	
20	Does the current system of determining the Member State where the vehicle is based capture adequately all conceivable situations? If not, please state why.	We believe it does.
21	Do you have other comments related to insurance checks?	No.
B.2.5.	PROTECTION OF VISITORS Compared to the Green Card system, which protects victims against accidents caused by visiting drivers, MID also provides protection for victims of an accident in countries where they are not residents (visitors). To that end, the Member States must require insurers from other Member States to appoint claims representatives. Furthermore, they are required to set up information centres that facilitate tracking of drivers and compensation bodies that provide assistance in cases where the victim cannot co-operate effectively with the insurer.	
22	Is the protection of visiting victims provided under MID sufficient? Is there a level playing field with the Green Card protection?	
23	Does the functioning of the claims representatives, information centers and compensation bodies need to be improved? If so, how?	
24	Do you have other comments related to claims concerning visiting victims?	No.

DRAFT

No	Question	AAE Response
B.2.6.	TERMINOLOGY AND DEFINITIONS The aim of MID is to protect victims. MID uses both the term "victim" and "injured party", while only the term "injured party" is defined. It is hence possible that the two terms have different meanings. This can result in different persons affected by accidents being covered by different provisions, without clarifying the rationale for such distinction in MID.	
25	Are there any terminology or definition issues in MID that undermine its effective functioning?	
26	If the answer to the previous question is in the affirmative, please state the issues and explain their effect on the protection of victims of traffic accidents.	
B.2.7.	SCOPE The MID provides that the use of any motor vehicles intended for travel on land and propelled by mechanical power must be insured for third party liability. A sufficiently wide definition of vehicles was important to ensure that victims of accidents are adequately protected. However, due to rapid technological development over the last years, the original definition now encompasses a much wider variety of newly created vehicles, such as low-speed electric bicycles, segways, golf buggies or mobility scooters. MID allows Member States to exempt certain types of motor vehicles from the insurance obligation. However, in those cases, accidents caused by such vehicles must be covered by guarantee funds that are set up to compensate victims of accidents caused by uninsured or untraced vehicles and towards which all policyholders automatically contribute through their premiums (the levy by the guarantee fund is charged to insurers who then presumably integrate it in premiums charged to policyholders). The European Court of Justice has clarified in a judgement of 2014 (case C-162/13, the so-called Vnuk-ruling), which concerned an accident on a private property caused by a tractor, that the concept of the 'use of vehicles' covers any use of a motor vehicle that is consistent with the normal function of that vehicle.	

DRAFT

No	Question	AAE Response
	Therefore vehicles used in certain locations (also outside of road traffic) and/or certain activities which might not have been initially understood as being covered now clarified as covered by the obligation of insurance cover under MID. Specifically, accidents that are the result of agricultural, construction, industrial, motor sports or fairground activities outside of public roads must now be covered by motor third party liability policies.	
27	Should the protection provided under MID include liability for accidents irrespective where they occur, thus both on public roads and private property?	
28	In light of the Vnuk ruling, should it be left to the discretion of individual Member States to exempt certain natural or legal persons, certain public or private vehicles, certain types of vehicles or vehicles bearing special number plates that normally fall under MID, provided that the victims are otherwise compensated? If not, why not and what action should be taken?	
29	What types of vehicles, if any, should be excluded from the scope of MID at EU level?	
30	Should compulsory MTPL insurance cover accidents resulting from agricultural, construction, industrial, motor sports or fairground activities?	MTPL insurance should cover accidents resulting in third party loss, which provides protection to third parties. Having compulsory cover will ensure that third parties are compensated for their loss. Care should be given, however, to ensure that there is limited risk of excessive or duplication of cover or over insurance through insurance overlap. Third party liability may be covered under public liability insurance.
31	Should compulsory MTPL insurance cover accidents that occur on areas that the public are not allowed (legally) to access?	We don't believe so. There is great uncertainty of the cost of covering this and may lead to moral hazard.
32	Do you have other comments related to the scope of MID?	No.
B.2.8.	TECHNOLOGICAL EVOLUTION – AUTONOMOUS VEHICLES	

DRAFT

No	Question	AAE Response
	When the MID was adopted, motor vehicles were always driven by a person, with little electronic/automatic facilities. However, the automotive industry nowadays sees increased automation of vehicles, possibly leading to fully autonomous vehicles on the roads in the near future. The definition of a "vehicle" is neutral vis-à-vis new technologies and thus does not distinguish between "vehicles with a driver" or "autonomous vehicles". However, it is conceivable that with the introduction of autonomous vehicles, the responsibility for accidents might be transferred to manufacturers of vehicles or entities responsible for the road infrastructure. This raises the question whether the current system of liability insurance, where the responsibility for the accident lies with the owner/driver of the vehicle, will be suitable in all cases in the future.	
33	Should autonomous vehicles continue be insured for liability to victims of accidents the same way as vehicles with drivers?	It depends on how 'autonomous' a vehicle is. If a vehicle can be overridden by manual intervention, then autonomous vehicles can be insured for liability to victims of accidents in the same manner as conventional cars. However, if the vehicles are fully autonomous without the ability for manual intervention, then the responsibilities arguably can be transferred to the manufacturers of vehicles or road structure through products liability or public liability respectively.
34	Should MID be clarified in any way to reflect the development of autonomous vehicles? If so, please substantiate your answer and explain how.	We believe that MID should be anticipating the impact of autonomous vehicles on conventional motor insurance.
35	Do you have other comments related to technological evolution?	No.
B.2.9.	TRANSFER OF VEHICLES MID seeks to facilitate purchases of vehicles in other Member States by stating that the Member State of destination is the Member State where the risk is based, even though the vehicle will not yet be formally registered there. When a person buys a vehicle in another Member State, that person has the maximum of 30 days to register his/her car in his/her home Member State and to arrange suitable MTPL insurance.	
36	Should the current legal framework applicable for dispatched vehicles be modified in any manner? Please specify how	Not to our view.

DRAFT

No	Question	AAE Response
37	Do you have other comments related to the transfer of vehicles?	No.
B.2.10.	ANY OTHER ISSUES The above questions are based on what the Commission services consider are the key issues that warrant evaluation. In order not to omit any other topics, it is necessary to ask whether interested parties have any other potential problems to raise.	
38	Are there any other issues not falling within the remit of the above questions that might require action at EU level you wish to raise? What would be your preferred solution to the identified issue?	None.

DRAFT