

Client Information Guide

Client Information Guide

This guide provides general points for guidance about your road traffic accident claim. It also sets out service standards and brief details about funding your case. You should read this guide in conjunction with our initial letter to you.

If you have any questions about any of the information contained in this guide, or about any aspect of your claim, please contact the person dealing with your claim.

Contents

Section A – After the Accident: Useful Information

- 1. Liability (who is at fault)**
 - 1.1 Proving your case
 - 1.2 How a personal injury claim starts
 - 1.3 Establishing the identity of the other driver
 - 1.4 Investigating liability
 - 1.5 The Road Traffic Act
- 2. Claims against uninsured and untraced drivers**
- 3. Treatment for your injuries**
- 4. Hiring a replacement car**
- 5. Repairing your car**
- 6. Recovering damages from the other side – liability**
- 7. Claiming for injuries and financial losses**
 - 7.1 Uninsured losses
 - 7.2 General damages (injury compensation)
 - 7.3 Claims involving children
 - 7.4 Special damages (financial losses)
- 8. Access to your file**
- 9. Protecting your identity**
- 10. The claims process**
 - 10.1 Time limit for bringing a claim
 - 10.2 Court proceedings
- 11. Summary of steps in a claim**

Section B - Our Service Standards

- 1. Introduction**
- 2. Response times**
- 3. Case review**
- 4. Complaints system**

Section C - Legal Costs

General information

- 1. Legal Expenses Insurance**
- 2. Conditional Fee Agreement**

Section A – After the Accident: Useful Information

1. Liability (who is at fault)

1.1 Proving your case

With our help, you must prove that the accident was wholly, or partly, someone else's fault.

We will give you our opinion on who was at fault promptly. We will do this as soon as we have gathered sufficient information. Our opinion could change if further evidence is obtained during our investigation.

There are three ways liability could be decided:

- (i) 100% the fault of the other driver;
- (ii) Partly your fault and partly the other driver's fault. This is known as 'split liability'. The way that fault is apportioned may be referred to as a percentage (e.g. 50%) or as a ratio (e.g. 75:25). If your case is decided on a split liability basis then your claim for damages will be reduced by the percentage or ratio decided. The other driver can also make a claim against your insurer and this may affect your insurance premium/no claims bonus;
- (iii) 100% your fault. If we believe this is the likely outcome, we will let you know as soon as we have enough information with which to advise you.

To start your claim process running, we will gather all the information we need from you about the accident and notify the insurance company representing the other driver (i.e. the 'third party' or 'other side'). The other driver's insurer has a fixed period in which to admit liability.

If the other driver's insurer denies liability, the fixed period will be extended.

Your own insurer will normally ask you to keep them up to date with significant issues in your case, e.g. liability. We are able to provide relevant information to them on your behalf, if required.

1.2 How a personal injury claim starts

We will notify the other driver's insurer using the information you provide. This will set out the circumstances of the accident and the reasons why you believe it was the other driver's fault. It will also provide the other driver's insurer with basic details about your injuries and financial losses.

If the other driver's insurer admits responsibility for the accident, then we will value your claim and let them know this value. If the other driver's insurer disputes responsibility, we will gather evidence about the circumstances of the accident and discuss with you what steps to take next.

1.3 Establishing the identity of the other driver

To enable us to present a claim against the other driver, we will need to find out their details and/or that of their insurer. If you exchanged information with the other driver at the accident scene, we will ask you for these details. If you do not have these details, we can investigate further. This might include:

- (i) Contacting the police for the other driver's details, if available;
- (ii) Carrying out a DVLA search on the other vehicle's registration, if known;

- (iii) Carrying out a Motor Insurance Database Information System (MIDIS) search to establish the other driver's insurance details, if a vehicle registration is known.

1.4 Investigating liability

If the other driver's insurer disputes liability (i.e. says that the accident was partly or completely your fault), then we will investigate further. Our investigations may include obtaining:

- (i) A copy of a Police Accident Report, where appropriate and available;
- (ii) Witness statements and, where necessary, instructing investigators;
- (iii) Photographs/plans or a report of the scene of the accident;
- (iv) Repair documents/engineers' reports;
- (v) Photographs of the damage to your vehicle.

In some cases, it may be helpful for us to have photographs of the accident location. Photographs of the scene taken shortly after the accident could be extremely useful in supporting your claim. This is especially important where the layout of the road may have changed, e.g. if there are roadworks. If there are any roadworks or other changes, please inform us immediately. Please take photographs of the damage to your vehicle, if this is possible. Photographs will help determine the accident circumstances and will assist us if the other driver's insurer does not agree with us about the causes of the accident. If you take photographs, please do so from a safe place and never compromise your own or anyone else's safety.

1.5 The Road Traffic Act

If the driver of the other vehicle is found to be uninsured to drive the vehicle, but the vehicle itself is insured, the Road Traffic Act obliges that vehicle's insurer to compensate anyone involved in the accident, as long as the person driving the other vehicle can be identified and was responsible for the accident. The Act may also assist where the other driver has stolen the vehicle.

2. Claims against uninsured and untraced drivers

Some drivers do not have motor insurance or cannot be traced/identified. If this applies to your case, it may become necessary to seek compensation from the Motor Insurers' Bureau (MIB). The MIB is funded by the insurance industry and compensates victims of uninsured and untraced drivers, although there are limits on the compensation it awards. These limits will be explained to you if the MIB becomes involved in your case.

The MIB requires you to report your accident to the police and request a crime number within 14 days of it taking place, or as soon as reasonably possible. Although the police are unlikely to provide a crime number unless there has been a serious injury, you must still request one and tell the MIB that you have done so.

Where the other driver is untraced/unidentified and you have a claim for property damage (e.g. damage to your vehicle, or damage to items that were inside your vehicle), the MIB requires you to report the accident to the police within five days of it taking place (or as soon as is reasonably possible) and then submit an application

within nine months of the accident. The MIB will not compensate for property damage if it does not have a registration number for the other vehicle.

3. Treatment for your injuries

If you are injured in an accident, you should seek medical attention as soon as possible. Your insurers will be able to arrange this for you using their chosen provider, The Injury Care Clinics (TICCS). TICCS provides rehabilitation services to thousands of accident victims every year by finding out if treatment will help and arranging it quickly. Your insurer will arrange for TICCS to call you to discuss your injuries as soon as possible. TICCS will tell you whether treatment is likely to help with your recovery and, if it is, they will arrange for you to be treated at a convenient clinic. You will not have to pay upfront for treatment through TICCS. You are responsible for the cost of treatment but we will include these costs in your claim. If your claim is not successful or if there is a shortfall because, for example, your claim is only partly successful, then we will settle any remaining liability for TICCS costs on your behalf. The first and last physiotherapy sessions (including initial review and final report) cost £75 each and general physiotherapy costs £50 per session. You will receive details of the treatment costs at the end of treatment.

Alternatively you can choose your own provider – although you may then need to pay for this treatment upfront. You are responsible for treatment fees but we will include them in your claim. If there is a dispute about who was responsible for the

accident, please contact us immediately – if this might delay your treatment, please consult your GP first.

If you are found to be partly or fully responsible for the accident, then you will not be able to recover 100% of the damages in your case; it also means that where treatment has not been arranged through TICCS you will need to pay the balance of any of your own provider's treatment costs which are not recovered from the other driver's insurers.

If you have a private health insurance scheme (e.g. BUPA), please let us have the details. If you use the policy, the health insurers may want you to claim back what they spend. Please let us have a copy of any invoices sent to your health insurers.

4. Hiring a replacement car

After the accident you should have been offered a replacement vehicle by your insurer or their agent. If the accident was not your fault and you arrange car hire yourself, you will be responsible for payment of these expenses; however, we will include them in your claim and try to recover them back from the third party insurer.

5. Repairing your car

If your car needs to be repaired, your insurer may arrange this for you. Alternatively, they may have instructed an agent to act on your behalf on their behalf. If this is not the case and you make the necessary arrangements yourself, we will include the cost of repairs in your claim and try to recover them back from the third party insurers.

6. Recovering damages from the other side - liability

If you are found to be partly or fully responsible for the accident, you will not be able to recover 100% of the damages in your case. Where we believe this to be likely, we will tell you why as soon as possible and what percentage you may not be able to recover.

7. Claiming for injuries and financial losses

7.1 Uninsured losses

Injury compensation and expenses resulting from the accident that are not covered by your insurance policy are known as 'uninsured losses'. We will recover these losses from the person responsible for the accident or from their insurance company, wherever possible.

Where compensation is payable, the losses you claim for need to be reasonably incurred and should normally be supported by documentary evidence (e.g. receipts or invoices), as well as evidence from a medical expert. If possible, please discuss any likely expenses with us before you incur them, so that we can advise you on the view a court may take on whether they are reasonable or not.

Your losses and expenses are divided into:

- (a) General damages
- (b) Special damages.

If you are found to be partly or fully responsible for the accident then you will not be able to recover 100% of the damages in your case. Where we believe this to be likely, we will advise you as soon as possible

about what percentage you may not be able to recover. See also point 1.1, above.

In order to prepare your claim, we need full details of all your losses. To help us do this, you need to fill in a Claim Notification Form, which we will complete as far as we can using the information you have given us. You will be asked to check the form, and amend or update it with more information, if necessary.

7.2 General damages (injury compensation)

If you have been injured in the accident, you may be entitled to compensation known as 'general damages'. This is compensation for pain, suffering and loss of amenity (i.e. not being able to do some of the things you did before the accident). Please let us know about any injuries you suffered in the accident, however minor or short-lived.

To support a claim for injury, we may need to obtain evidence from a medical practitioner (who is referred to as 'the expert'). In the first instance, this will normally be an independent GP. For anything more serious, we may recommend a report from an appropriate specialist medical consultant. If a consultant is instructed, it is likely that they will need to review your medical records and notes to become familiar with your medical history. You should also be aware that we may need to see your medical records. To allow this, you will need to sign a Medical Authority form, which will give the consultant and us access to your medical records.

If you have any medical history which is relevant (e.g. if you have experienced similar symptoms, were involved in another

accident or were injured before or after this accident), it is important that you inform us of this before we ask the expert to provide a report. It is possible that the other driver's insurer may also want you to attend a further appointment, so that you can be examined by an expert of their choice. If this request is made, we will advise you.

7.3 Claims involving children

If a person under the age of 18 is involved in an accident, a 'litigation friend' (usually the child's parent or guardian) will need to be appointed to deal with the claim on the child's behalf. This is because, in law, children are not able to make decisions or agree settlement for compensation. Therefore, any claim involving a child must be conducted through the litigation friend, who makes decisions about the claim on the child's behalf.

When medical evidence has been obtained, the child has fully recovered and a settlement offer has been received from the other driver's representatives, we will forward the necessary documentation to a barrister who will give us their opinion about the offer. The next step will be to issue a claim at court. Usually the child and the litigation friend will need to attend at court, so that a judge can assess whether a settlement offer for the child's claim is reasonable. If the judge approves the settlement, any compensation received will be held by the court in a trust in the child's name until their 18th birthday. It is important to note that a judge will not approve a settlement if the child continues to suffer from the injuries they received in the accident.

7.4 Special damages (financial losses)

Special damages are financial losses and expenses arising from the accident. It is important that you keep any receipts or documentation which will help prove the amount you have lost. Without evidence in support of your losses, it might be difficult to recover anything for you. You must keep your losses to a minimum; otherwise, you may not recover those losses that you could have avoided or limited.

7.4.1 Examples of special damages:

(a) Policy excess

Comprehensive insurance - vehicle excess

If you are comprehensively insured, you may have paid a policy excess. If the vehicle was repaired, the garage will have given you a receipt for the policy excess paid, unless this was waived by your insurance company. Please send us a copy of this receipt. If the vehicle was written off by your insurer, you will have received a cheque from them for the value of the vehicle immediately before the accident, minus the amount of the policy excess. If your insurer has sent you a letter confirming this, please send us a copy.

(b) Non-comprehensive insurance – repair or write-off value

If your vehicle was insured 'third party fire and theft' or 'third party only', please obtain an estimate for the repair cost (or confirmation that the cost of repair would exceed the pre-accident value of your vehicle) from two separate garages, if possible, and send these to us. We will then make arrangements with the other driver's insurer to have the vehicle inspected. It is important that you let us know the full

address of the place where the vehicle is being stored as soon as possible, especially if there are storage charges involved - see (c), below.

If you would like us to arrange inspection and repair (where possible) of your vehicle, please let us know, so we can do this for you (see point 5 above). If you cannot afford the cost of repair, please contact us so that we can try to obtain a payment on account from the third party's insurer, or discuss other options with you. If the repairers believe your vehicle to be beyond economic repair, you should let us know immediately, as we may need to arrange an inspection. Once the value has been agreed with the third party insurer, or once we have obtained an engineer's report on your behalf, you should dispose of and replace the vehicle. Again, if you cannot afford a replacement then let us know as soon as possible and we will advise you further. Please take photographs of the damage before you dispose of your vehicle.

(c) Storage charges

If the vehicle has been taken from the accident scene to a place of storage either by you or the police, it is likely to incur storage charges on a daily basis. If your insurance is comprehensive and you are claiming through your policy, your own insurer will usually be responsible for paying these charges directly to the garage.

If your insurance is not comprehensive, you will be responsible for payment of storage charges yourself. You need to limit these charges by arranging for your vehicle to be inspected (we can assist with this), removed from storage or arranging for it to be scrapped as soon as possible. We

recommend you move your vehicle to a place of free storage, if possible - please contact us to discuss this. We can include reasonably incurred storage fees in your claim - please send us a copy of the storage invoice.

(d) Loss of use of your vehicle

If you cannot use your vehicle as a result of the accident and you do not have access to another vehicle that you can reasonably use, you may be able to claim for inconvenience caused. You can normally claim from the date of the accident until the date you get your vehicle back from the repairer, or until shortly after the date you receive a cheque for the value of your vehicle, as long as you were not responsible for any delay. The amount claimed is not fixed and will be based on any inconvenience suffered by you. We will ask you how you were inconvenienced and you will need to prove that you were inconvenienced by not having your vehicle, and that there was no other vehicle available to you.

(e) Hire-vehicle charges

You should only hire a vehicle if you can show you need it and if the type of vehicle is reasonable (i.e. of a similar type to your own). You may not recover some of your hire costs if you could reasonably have ended the hire period sooner. If you hire a vehicle yourself, please forward receipts and the hire contract to us once hire is finished. Remember to limit any hire to a reasonable amount of money and time.

If you have any questions about this, or are considering hiring a vehicle, please contact us immediately: we can assist with vehicle hire for you by referring you back to your insurer or their agent (see point 4 above).

(f) Transport costs

You can claim for any transport costs you have made, as long as they are reasonable.

However, if your vehicle can be repaired or replaced, you should have this done as soon as possible. If you receive lifts from friends or relatives that you would not normally be given (e.g. to take you to medical appointments) and have made a contribution towards petrol costs, please keep a note of the journey details (i.e. dates and destinations), the approximate distance travelled and the amount you paid, and send us the details. If your vehicle is unlikely to be repaired or replaced for some time, please call us to discuss the longer-term options available to you.

(g) Loss of earnings

If you have been, or will be, off work as a result of the accident and you may lose income because of this, we will need to prove this loss, which normally means writing to your employer. Usually, you will only be able to recover net loss of earnings, i.e. the amount you receive after tax and National Insurance have been deducted. It is important that you keep copies of your payslips from before and after the accident, to prove what you were earning before the accident and to calculate what you have lost as a result of your absence. If you are still off work and are not sure when you will be returning, please let us know immediately. Please note that even if you have been paid in full by your employer during your absence, you may have a contractual obligation to include these payments in your claim on behalf of your employer, otherwise you risk having to pay

your employer back, possibly using your compensation. If you are unsure whether this applies to you, please contact us. If you are self-employed, please contact us to discuss what will be required. You should keep a note of any further days or periods you have taken off work as a result of your injuries (for example, to attend appointments for medical treatment) and also retain any sick notes provided by your GP, as they may be useful in proving this aspect of your claim.

(h) Lost or damaged items

You may be able to claim for any personal possessions (e.g. clothing, spectacles, mobile phone) that were lost or damaged in, or as a result of, the accident, which are not covered by insurance. Please send us the original purchase receipts where possible. If these are not available, please obtain a quote for the replacement cost of each item (or its nearest equivalent, if the item is no longer available) and send these to us, along with confirmation of the age of each item at the time of the accident. You are entitled to recover the pre-accident value of an item, not the replacement cost. We will advise you about this as the need arises.

Please keep the damaged items, as the other driver's insurer may want to inspect them. If possible, take photographs of the items and send these to us.

(i) Other losses and expenses

We have given examples of typical circumstances or items that you may be able to claim expenses for, but this is not intended to be an exhaustive list. If there are any other losses or expenses which you think may be related to the accident,

supply us with details and forward any documentary evidence (e.g. receipts) that you have as proof. Some types of expense which you may incur because of your accident are listed below:

- **Medical fees**

You are entitled to claim for payments that you make for private medical advice or treatment. Please read point 3 above for more information on treatment.

- **Medication/prescription charges**

Please keep a record of the cost of medication including type, the amount you paid and date of payment, and keep any receipts you receive.

- **Travel expenses**

You can claim expenses for travelling to your medical appointments, if it is for treatment. Keep a record of the reason for travel, the date and distance travelled and the amount you paid, and keep any receipts.

- **Travel by others**

You may be able to claim for relatives' travel expenses - for example, if they visit you in hospital. Please send us details of the journeys they made and the amount they paid.

- **Equipment, aids etc.**

If you have to buy small items such as a neck or back support, you may be able to claim for them. Please send us copies of the receipts. Larger items (e.g. an orthopaedic bed) usually need to be recommended by a medical expert.

- **Household help**

If you have been injured, you may need help from your partner, spouse or other family members after the accident. For example, you may need assistance with bathing and dressing, or with getting in and out of bed. They may have to make meals for you, drive you to appointments, carry out housework or do your shopping. You should make a careful note of who assisted you, when, and for how long, as you may be able to claim for help given to you by relatives, even if they provide it for free. If you believe a claim for household help is justified, please contact us.

- **Increased bills**

If you have been seriously injured, you may find that your gas and electricity bills have increased, perhaps because you are spending more time indoors or because you find that a warmer atmosphere eases your symptoms. If you think your bills have increased and that this is related to your accident, please send us bills for the periods before and after the accident, so we can compare them and advise you further.

- **Holidays**

You may be prevented from going on holiday because of your injuries, or your holiday may be cancelled or spoiled because of your injuries. This is something you should mention to the doctor at your medical examination. If cancellation of your holiday involves financial loss, you should let us know and provide documentary evidence

(e.g. invoices or receipts). We will need to know if you have made a claim under your travel insurance policy.

■ **Pastimes**

You may be prevented from pursuing certain activities (e.g. sports) because of your injuries. If this is the case, please tell the doctor. If membership fees for clubs have been wasted as a result, you should supply us with details of the relevant fees, along with supporting documents (e.g. copies of contracts, receipts) as evidence.

(j) Ongoing and future losses

You may find there will be extra financial outlays you need to make in the future as a result of your accident. Please contact us so that we can advise you about making claims to cover payments you have not yet made.

(k) State benefits

If you have received any Department for Work and Pensions (DWP) benefits as a result of the injuries you suffered in the accident, please let us know the type of benefit and the approximate amount you have received or are receiving.

The amount you receive from the DWP will be taken into account when dealing with your claim and the DWP will be repaid, normally by the responsible party's insurer (also called 'the compensator'). This is done automatically and we will advise you how (if at all) it will affect your claim when we have all the details we need. The section of the DWP that deals with the repayment of benefits is called the Compensation Recovery Unit (CRU). It is very important that you tell us if you, or anyone living with you, receives any state benefits, as entitlement

to these may be affected if you receive compensation. If your claim involves state benefits, we will advise you on how to proceed.

IT IS UP TO YOU TO BE ABLE TO PROVE YOUR LOSSES TO THE COURT. YOU MUST KEEP RECORDS AND DOCUMENTARY PROOF OF YOUR EXPENSES.

8. Access to your file

You are welcome to ask us any questions about your claim. You will also be able to fill in your Claim Notification Form and view the progress of your case online.

To do this you will need to go to www.diamondlaw.co.uk, click on the Diamond Law Extra Log-in and log on using the account name and password we provided to you. As well as viewing your details, you can also post a message directly to your Case Handler using the Post Message function.

9. Protecting your identity

Throughout the course of your claim, we will always check your identity at the beginning of each phone call we make to you. We will also ask you to verify your identity whenever you call us. We will do this by asking you to answer three security questions. Firstly, we will ask you to tell us either:

- Your mother's maiden name;
- The place where you were born; or
- The name of your first pet.

You will have decided which question you want to use to confirm your identity when you first contacted us, and you should be ready to answer it whenever you call us.

We will also ask you two extra security questions from the following:

- Our Reference (you will find this on the top left-hand corner of our letters to you, underneath our telephone number);
- Your postcode;
- Your date of birth;
- Your National Insurance number;
- The registration number of your vehicle.

To help us protect your identity, please keep this information handy and be ready to answer these questions when we contact you and whenever you phone us.

You can authorise other persons to act on your behalf or speak with us about your claim. We will only do this upon receiving your instructions to do so and they will still be subject to answering the security questions listed above.

10. The claims process

10.1 Time limit for bringing a claim

In all legal cases, there is a time limit within which you must formally bring the case to the attention of the court. This is known as 'commencing court proceedings' or 'issuing a claim'. The time in which you must commence court proceedings is known as the 'limitation period' and failure to do so within this time limit will probably mean you lose the right to make a claim. If your claim involves an injury, the time limit is three years from the date of the accident, but if your claim is for financial losses only the time limit is six years from the date of the accident. For claimants under the age

of 18, both time limits start on their 18th birthday. These time limits can be extended only in very limited circumstances and it is important that you contact us immediately if these time limits are approaching or have passed, so that we can advise you on what to do.

10.2 Court proceedings

Depending on the nature of your injuries and the other driver's response on who was at fault, along with any other relevant factors, we will advise you about when proceedings should be issued. Once they have been issued, the court will set the timetable that we must follow in order to bring the matter to final hearing/trial. The vast majority of cases settle before trial. However, we need to prepare your case on the basis that it may go to court. If you have any questions or concerns about the process, then please contact us as soon as possible.

11. Summary of steps in a claim

- We receive details of your case from your insurer and contact you as soon as possible;
- We speak to you to gather all the information needed, send you a summary of it and notify the other side of your accident;
- Where required, you send us information to support your claim (we can help you obtain this);
- You tell us whether you need treatment, care, vehicle repairs or a hire car and we help arrange it;
- We obtain medical evidence to support your injuries;

- Based on your injuries and expenses, we work out a value for compensation;
- We send our evidence to the other driver's representatives and, with your agreement, offer to settle your claim for the amount we discussed;
- We attempt to negotiate settlement with the other driver's representatives as quickly and efficiently as possible;
- Once the settlement amount has been agreed, you will receive your compensation;
- If an acceptable amount cannot be agreed, we discuss the next steps with you, including commencing legal proceedings.

Section B - Our Service Standards

1. Introduction

Diamond Law is committed to providing a comprehensive, efficient and effective service of the highest quality to its clients.

2. Response times

We have developed service standards that will ensure your claim is dealt with promptly and effectively. Your telephone calls will be returned within 4 working hours and all correspondence from you will be dealt with within 5 working days.

3. Case review

Your Case Handler is responsible for the initial assessment of your claim and advice as to how it should progress, including timescales. This will be sent out to you within 5 working days of us receiving your completed Claim Notification Form. The Case Supervisor will regularly review the

progress of your case with the person assigned to it. As the case develops, if necessary, further advice as to the expected progress of your claim will be provided. At least every six months, we will send you a report explaining the progress of your case and the next steps to be taken.

4. Complaints system

We expect that you will receive a comprehensive, efficient and effective service. In the unlikely event of a problem arising or your being dissatisfied with the service provided, we have a comprehensive complaints procedure. Initially, you should raise the matter with the person dealing with your case or another more senior member of the department (such as your Case Supervisor), who will try to deal with the problem promptly. If you remain dissatisfied, you should let the person dealing with your case, or the other person handling your concerns, know that you want to make a formal complaint. He or she will then refer the matter to the compliance officer, who will contact you to set the complaints-handling process in motion.

Section C – Legal Costs

Legal Costs

General information

Our "Agreement With You" will clearly explain the legal costs agreement we are providing for you.

Please read, sign and return it. Please do not date it if it is a Conditional Fee Agreement, as it will be signed and dated by us. If there is anything that you are not sure about or want to discuss before signing the agreement, please do not hesitate to call us.

1. Legal Expenses Insurance

Please read this section if you have Legal Expenses Insurance as part of your motor insurance policy. This is often referred to as 'Before the Event' insurance ('BTE'). Our initial letter to you will tell you the way in which your legal costs are being covered. If you are entering into a Conditional Fee Agreement (CFA) with us, please go to point 2 below.

A legal expenses insurance (LEI) policy protects you against paying the costs involved in legal cases, such as:

- Solicitors' fees;
- Barristers' fees;
- Court fees;
- Expert witnesses;
- Legal costs awarded to the other side.

You usually need to have a reasonable chance of winning your case: we will advise you on this. "Our Agreement With You" deals with the funding of your case in more detail and should be read in conjunction with this guide, your LEI policy and our Terms of Business.

"Our Agreement With You" may also be in conjunction with a Collective Conditional Fee Agreement (CCFA) with your legal expenses insurance policy. A CCFA is more commonly known as a 'no win, no fee' agreement. This is a contract we have entered into with your BTE insurers, which collectively covers certain policyholders, including you.

We will act for you under the terms of your policy; please refer to it for full details. For

cover to continue under the policy, there may be other terms that we need to advise you about during the course of your case; for example, if we consider that a reasonable offer has been made and you do not accept this advice, your policy may not continue to cover your costs.

If you have any questions about the funding of your case, please do not hesitate to contact us.

2. Conditional Fee Agreement (CFA)

Please read this section if you have a Conditional Fee Agreement (CFA) with us. Our initial letter to you will tell you the way in which your legal costs are being covered.

If your costs are covered by Legal Expenses Insurance, please read point 1 above.

2.1 What is a CFA?

A CFA is more commonly known as a 'no win, no fee' agreement. It means that if you win your case, our legal costs will be paid by the other side and, even if you lose, you will not have to pay our legal costs, although you may still be liable for expenses incurred on your behalf such as court fees or medical report fees. The CFA is a contract between you, as a client, and us, as solicitors. Without this contract we will not be able to reclaim costs when your claim ends. Please pay particular attention to the circumstances that would lead to you paying us personally in 2.4.8 of this booklet.

2.2 Collective Conditional Fee Agreement

A Collective Conditional Fee Agreement (CCFA) gives you the same protection as an individual CFA but, rather than being an

individual contract between you and us (see above), it is a contract we have entered into with your insurers, which collectively covers certain policy holders, including you.

2.3 Obtaining after the event insurance

For either CFAs or CCFAs, we can arrange appropriate Legal Expenses Insurance after your accident – called ‘after the event’ (ATE) insurance – to cover you against the potential risk of paying costs if you lose the case, if you do not already have this. This policy will also cover you against the premium, if your claim is not successful. The policy ensures that, as long as you follow our advice, you will not have to pay any legal costs or expenses from your compensation, whether you win or lose the case. You will have to pay the premium for this policy, so we will assess whether you need it. If you have indicated that you already have a Legal Expenses Insurance policy (usually as part of your motor or household insurance policy), then we will ask you for the details. If we arrange an ATE policy for you, we make our recommendations as an incidental part of the services we provide to you. We have not carried out a full analysis of all the insurance contracts available on the market and therefore, our recommendation is limited in this respect. We, as a Company, are not contractually obliged to conduct insurance mediation activities with one or more insurance undertakings. Details of the insurance undertakings with which the Company conducts business are available on written request. We draw your attention to our Terms of Business.

Please read the CFA terms and conditions in conjunction with “Our Agreement With You” and our Terms of Business.

2.4 Conditional Fee Agreement Terms and Conditions

These conditions are based on the Law Society’s recommendations for Conditional Fee Agreement cases.

2.4.1 Our responsibilities

We must:

- Always act in your best interests, subject to our duty to the court;
- Explain to you the risks and benefits of taking legal action;
- Give you our best advice about whether to accept any offer of settlement;
- Give you the best information possible about the likely costs of your claim for damages.

2.4.2 Your responsibilities

You must:

- Give us instructions that allow us to do our work properly;
- Not ask us to work in an improper or unreasonable way;
- Not deliberately mislead us;
- Co-operate with us;
- Go to any medical or expert examination or court appointment.

2.4.3 Explanation of words used in the Conditional Fee Agreement

(a) Basic charges

These are our charges and any applicable VAT for the work we do on your claim until

the agreement ends. Our basic charges are usually calculated on an hourly rate.

(b) Counterclaim

A claim that your opponent makes against you in response to your claim.

(c) Disbursements

Payments we make on your behalf, such as:

- Court fees;
- Experts' fees;
- Accident report fees;
- Travelling expenses;
- Barristers' fees (see also 2.4.6, below).

(d) Interim hearing

A court hearing that is not final.

(e) Lose

The court dismisses your claim or you stop it on our advice.

(f) Part 36 offer

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

(g) Provisional damages

Damages recovered on the basis that you will be able to go back to court at some point in the future for further damages.

(h) Win

Your claim is finally decided in your favour, whether by a court decision or agreement or in any way that means you derive benefit from pursuing the claim.

'Finally' means that your opponent:

- is not allowed to appeal against the court decision;
- has not appealed in time.

In the context of an interim hearing, a 'win' will amount to the securing of an order or agreement in your favour. In the context of an opponent's Part 36 offer, a win will amount to an order or agreement in your favour despite their offer not being beaten.

2.4.4 What happens if you win?

- You are liable to pay all our basic charges and disbursements but only to the extent that the charges are recovered from your opponent or from any other third party ordered to pay your costs;
- If you and your opponent cannot agree the amount of our basic charges and disbursements, the court will decide how much you can recover;
- We are allowed to keep any interest your opponent pays on the costs you recover;
- If your opponent does not pay any damages or costs owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The cost of any enforcement action becomes part of the charges;
- If you receive provisional damages, we are entitled to payment of our basic charges and disbursements at that point;
- If you fail to beat an opponent's Part 36 offer, you will usually have to pay your opponent's charges and disbursements from the date the offer expires. These may be covered by insurance.

2.4.5 What happens if you lose?

- If you lose, you do not have to pay any of our basic charges and disbursements. You may have to pay your opponent's charges and disbursements. These may be covered by insurance;
- If your opponent pays you any amount for our charges, they belong to us.

2.4.6. Barristers' fees

We will endeavour to instruct a barrister on a 'no win, no fee' basis, so that if you do win, you will be liable to pay the barrister only to the extent that his or her fees are recovered from your opponent. If we are unable to instruct a barrister on a 'no win, no fee' basis, we will discuss this with you and seek your agreement as to the way in which the barrister is to be instructed and paid.

2.4.7 Ending the agreement before your claim ends

- (a) You can end the agreement at any time;
- (b) We can end this agreement if you reject our opinion about making a settlement with your opponent;
- (c) We can end this agreement if you do not keep to your responsibilities in Condition 2.4.2 (above);
- (d) We can end this agreement if we believe you are unlikely to win;
- (e) We can end this agreement if we believe you are unlikely to recover your damages and/or costs;

- (f) This agreement automatically ends if you die before your claim for damages is concluded.

2.4.8. Payment of our charges whether or not they are recovered

You will be liable for our basic charges and disbursements if:

- (a) You do not keep to your responsibilities in Condition 2.4.2 (above);
- (b) The agreement ends under condition 7 (a), (b), (c), or (f);
- (c) You are judged to be bankrupt or enter into an arrangement or composition with your creditors; or if an administration order is made; or if a receiver, administrator or liquidator is appointed. If this agreement ends before your claim ends and you go on to win, you will be liable for our basic charges and disbursements.



This booklet is made from recycled paper.

