

## Personal Injury

### **Q What do I pay if I lose?**

A Nothing.

### **Q What will I have to pay whilst this matter is on-going?**

A Nothing.

### **Q If I win my case do I get my full award?**

A Yes, we get our fee separately.

### **Q Can I get insurance cover against having to pay my opponent's costs if I lose?**

A An application will be submitted for this insurance cover and we will attend to the premium on your behalf, providing the company is willing to insure you and the amount of the premium is acceptable to us.

### **Q What am I entitled to if I win my case?**

A You will be entitled to claim from your opponent the following:- your damages, your Solicitor's "basic charges" assessed on the "standard basis", plus VAT and "disbursements", the insurance premium and the "success fee".

### **Q What is the difference between the basic charges I have to pay and the Solicitor's costs assessed on the "standard basis" that I am entitled to claim from my opponent?**

A The Court has a policy of restricting a losing party's liability for basic charges to the reasonable costs of taking steps that progress the claim (as opposed to all the costs of advising you about the claim and attending you generally). There is usually a shortfall. We will absorb any shortfall in respect of the basic charges, so that you will not face any additional charge.

### **Q What are "disbursements"?**

A The out-of-pocket expenses of your claim e.g. medical reports, court fees, barrister's fees.

### **Q How much is the success fee?**

A The success fee is charged as a percentage of our basic charges. We guarantee that the success fee will be no more than 100% of the basic charges. We will advise you of our assessment and the reasons.

### **Q What are the alternatives to a No Win-No Fee Agreement to finance my claim?**

A

- (a) On a private paying basis. Under this type of agreement you pay our basic charges and disbursements. We will agree with you the hourly rate and terms of business including for payment of disbursements by you. You will pay on an interim basis as the matter progresses.

If you win your case you will be entitled to have most of your costs and disbursements paid by the opponent. However, if you lose you will have to pay all your opponent's costs and disbursements.

Or

- (b) "Before-the-Event Legal Expenses Insurance". Home or car insurance may include an amount of cover for legal costs. Some people are insured through membership of a trade union, professional organisation, or even a credit card. Please let us have the policies for our first meeting.

Or

- (c) "After-the-Event Legal Expenses Insurance". This type of insurance will normally cover yours and your opponent's costs and disbursements if you lose the case up to the limit of cover purchased.

**Q How good are my chances of winning my case?**

A We will make an initial assessment of your claim at our first meeting. We will then write to you and advise you whether to proceed.

**Q Is it likely that my opponent can or will pay even if I win?**

A The vast majority of individuals responsible for a personal injury have the benefit of Road Traffic Act or Public Liability Insurance. A victim injured by an uninsured driver, can present a claim against the Motor Insurers' Bureau, an agency set up specifically to deal with such claims. Your opponent's ability to pay is one of the first enquiries we make once we've taken your case. We will advise you if there is an obvious risk that your opponent may not be able to pay your damages.

**Q What damages would I be likely to receive?**

A We will make an initial assessment of the value of your claim at our first meeting. However, until your symptoms have completely resolved or stabilised, it is not possible to make an accurate valuation of your likely damages.

**Q What is the effect of winning on any Benefit payments I may be receiving?**

A If you are receiving means assessed State Benefits then winning a capital sum may affect your entitlement in the future. We will discuss this with you at our meeting and give you our advice, in particular as to a Personal Injury Trust.

**Q What do I need to prove?**

A In most personal injury cases, in order to be able to claim compensation for your injuries and other losses or expenses, it is necessary to show that the incident was the fault of somebody else. This can be another person, company or local authority etc. We also need to show that the injury was directly caused by the incident. Finally, the likelihood of such an accident occurring and causing an injury must have been reasonably foreseeable.

### **Q What can I claim?**

A Assuming that we can satisfy all of the above requirements, you will be entitled to compensation for the following:- your pain and suffering and loss of ability to do things you previously could do; financial loss or expenses incurred as a result of the incident; interest; future losses and/or expenses. These can include loss of earnings, or the value of care, or additional transport expenses, or other facilities and so forth.

### **Q What do I do if the other side contacts me?**

A Say nothing except to refer them to your solicitor. You should refuse to discuss any aspect of the case and should not comment on "how you are".

### **Q What paperwork do I need?**

A With the above in mind, you should keep a record of any expenses incurred as a direct result of the accident. Where possible, you should keep receipts for these expenses. These might include travel expenses/mileage to and from the hospital or your GP, special accessories to help you cope on a day-to-day basis, prescription charges and so forth. If you have incurred any losses, then you should also keep a record of these. Losses can be as obvious as loss of income due to the fact that you are unable to work.

### **Q What if I already receive Benefits?**

A If you already receive State Benefits as a result of the accident, you should make sure that we are told. Remember, not all Benefit payments require you to qualify in terms of how much money you have in income and savings. If you do receive Benefits directly as a result of the accident, then these will generally be clawed back by the Department for Works and Pensions' Compensation Recovery Unit out of your compensation. This will only apply in cases where compensation is awarded in respect of loss of earnings, cost of care, or loss of mobility and corresponding benefits have been paid. We will be notified, as the matter progresses, how much in the way of deductible Benefits you have received.

### **Q What if the opponent has no money?**

A Let's look at some examples:-

(a) Road accidents generally.

Motorists have to be insured and your claim will be dealt with by the insurer for that reason. If the accident was a road traffic accident caused by an uninsured or untraced motorist, you can make a claim through the Motor Insurers' Bureau ("MIB"). Generally, this must be done within 3 years of the incident.

(b) Other cases.

We will try and find if the opponent has insurance - e.g. many household policies cover people for causing accidents.

### **Q Will my claim go to Court?**

A We will negotiate your case with the other side to endeavour to reach a settlement and discuss it fully with you, before taking any steps to start Court proceedings which we regard as a last resort.

However, where proceedings are appropriate and in your best interests we will vigorously pursue them to full hearing. Generally, you have a 3 year period from the date of your accident in which to commence proceedings; proceedings commenced after that time will most likely be struck out by the Court. This is called the "limitation period".

**Q      How long will it take to conclude my case?**

A      This varies a great deal. The Insurance Company for your opponent must indicate as to whether they dispute their liability within 3 months of receiving our letter of claim. We will therefore be in a position to predict the outcome and how long it will take when we have examined any reasons they may have to dispute your claim. Where you are fortunate in making a reasonably rapid recovery, or where your medical condition stabilises quickly, then we may be able to conclude your case within 12 months or so of your instructing us. The more serious your injury, the longer your case will take. We cannot finalise it until your condition has stabilised for us to be reasonably sure that no unforeseen deterioration may occur. Once your claim is concluded you cannot, except in very rare instances, return to seek further compensation. Where we are unable to deal with a case by negotiation, then Court proceedings will be issued subject to your authorisation.

In this Pamphlet we are providing information rather than specific advice. We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on some regulated activities. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors' Regulation Authority. The register can be accessed via the Financial Services Authority website under the *EPF Search tab* at [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do).

We are not contractually obliged to give advice on the basis of a fair analysis of a sufficiently large number of insurance contracts available on the market to enable us to make a recommendation in accordance with professional criteria regarding which contract of insurance would be adequate to meet your needs.