

A warm, sepia-toned photograph of a man and a young girl. The man is smiling and holding the girl on a bicycle. The girl is also smiling and looking towards the camera. The background is a soft-focus outdoor setting.

guidance notes for clients

ACCIDENT CLAIMS

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CLIENT CARE POLICY

Our aim is to notify you of all significant developments in relation to your claim. We will give you a progress report every 4 – 6 weeks. If a step in your claim will take longer we will let you know.

In any event please do not hesitate to contact us for a progress report. You can contact us by letter, phone, fax or e-mail which ever you prefer.

We believe our clients are our greatest asset. In order to provide you with a first class service we work in specialist teams so that there is always someone available to assist you. We will notify you at the start who will be dealing with your matter.

At the end of your claim you will be contacted by our Administration Department to complete a short survey on the standard of our service. You may also be contacted during the course of it. We would appreciate you taking a few minutes to complete this, to help us to improve the service we provide.

STANDARDS OF SERVICE

We hold **ISO9001** approval and the Investors in People Award.

Both these are externally awarded and ensure a high quality service which is constantly being reviewed and updated.

To ensure a consistent level of service that you can rely on, we have introduced our own minimum levels of service that you can expect. Please let us know if we fail to achieve them;

- Frequency of Contact:

We aim to contact you initially within 5 working days of receiving your instructions, and then keep you updated 4 to 6 weeks unless we have advised you otherwise. In relation to occupational disease claims this will be every 13 weeks or however long we have indicated to you.

If you supply your e-mail address, we will endeavour to use it for all correspondence. However, our e-mails will not be encrypted. If you have any concerns about this, please raise it with us.

- Returning your calls:

If the person you wish to speak to is not available when you telephone, and no-one else is able to answer your query, someone who can help you will call you back within 24 hours.

- Decision on liability:

It is not necessary for the person against whom the claim is being made to have admitted that the accident was their fault before we can progress your claim. If they do not admit it promptly, providing we are satisfied that you have a good claim, we will make an appointment for you to attend a medical examination within 6 months of receiving instructions. Exactly how long you will have to wait will depend on the consultant's own waiting list.

- Settlement:

Providing the person against whom the claim is being made accepts that the accident was their fault, we aim to have reached settlement within 12-18 months of receiving instructions. If they do not admit liability for the accident, or offer insufficient compensation, we will have to go to court to pursue the claim. Our aim is to settle your claim, or issue court proceedings within 12 months.

WHAT WE NEED FROM YOU

We need you to answer any questions raised or complete forms and sign documents sent to you as promptly as possible. We cannot make progress with your claim unless we have your full co-operation and instructions. As your case develops we may need to raise further matters with you.

If we arrange a medical examination for you we need you to attend that appointment.

We need you to notify us of any expenses you are incurring and also to provide receipts for those expenses.

WHAT WE HAVE TO SHOW IN ORDER FOR YOU TO OBTAIN COMPENSATION

The comments below are meant to be a short summary only. We will discuss in greater detail exactly what we need to show in your own particular case.

ACCIDENTS AT WORK

We need to establish fault or negligence by your employer. In some circumstances this includes the fault of a fellow employee. Proving for example an unsafe system of work, faulty or inadequate equipment, lack of training or an unsafe workplace can show the fault. The regulations governing this area are quite complex and are changing all the time.

ROAD TRAFFIC ACCIDENTS

We need to establish fault or negligence by the other driver. For example we need to show that had they been driving correctly they would have been able to stop before the collision occurred.

You can make a claim if you are a driver, passenger or a pedestrian injured by a driver.

In some circumstances if the driver cannot be traced a claim can be made to an organisation called the Motor Insurers Bureau (MIB).

TRIPPING ACCIDENTS

If these occur on a road or pavement we need to establish that the person responsible for the road or pavement has failed to maintain it in some way or allowed a hazard to be created. It maybe that another person (e.g. the Water Board or a Cable Company) has been working on the road/path and it was their responsibility to ensure it was reinstated. The defect also has to be more than just a minimum one. A Local Authority can raise what is called a statutory defence if they can show they had a regular system of inspection.

OCCUPATIONAL DISEASE

DEAFNESS

It must be shown that your employer was negligent, either by exposing you to noise levels in excess of 90 decibels and/or failing to provide hearing protection. The noise level must be constant and have caused the hearing loss.

(generally you cannot claim for exposure prior to 1963)

BRONCHITIS AND EMPHYSEMA

Emphysema is likely to affect your lungs and breathing capacity. You are likely to have been affected if you have been exposed to dust and fumes.

VIBRATION WHITE FINGER

A condition of white finger causes numbness, tingling and blanching in your hands. Generally you must have been exposed to the use of vibrating tools for at least 2 fi hours per shift and generally on a daily basis.

(generally you cannot claim exposure prior to 1975/1976)

ASBESTOS

An asbestos related disease can occur if you have worked with or been exposed to asbestos. This can cause breathing difficulties. If you have been diagnosed with pleural plaques, asbestosis, lung cancer, mesothelioma or if you have worked with asbestosis, we can investigate this.

(generally you must have been exposed post 1955)

OTHER ACCIDENTS

You can be injured in all sorts of locations. This might be in premises owned by someone, a shop or public building.

We will need to show a failure or fault by someone to maintain that location or to keep it in a safe condition.

This can be for example

- Failure to maintain the premises
- Allowing a defect to remain

In the case of a claim involving children a failure to supervise them correctly.

TIME LIMITS

Claims must be commenced within 3 years of the date of your accident or diagnosis of your condition. In Industrial Disease the “Date of your knowledge” can be a difficult matter to establish.

COSTS v BENEFITS

Before advising you to pursue your claim, it is necessary for us to consider the relative merits and the likely costs compared with the benefits. If we advise you to pursue your claim, we will have considered these relative merits, and reached the conclusion that pursuing your claim is in your best interests. In some cases it may be appropriate to discuss this with you.

HOW YOUR CLAIM IS CALCULATED AND WHAT YOU CAN CLAIM FOR

Your claim is divided up into compensation for your injuries and compensation for any losses and expenses you have incurred. The value of your claim is not based upon how much fault there is against the other person but on the level of injuries and expenses you have sustained.

In some circumstances the value of a claim can be reduced if a court thinks that in some way you have contributed to the accident happening.

COMPENSATION FOR YOUR INJURIES

Once we have a medical report about you we will be able to value your claim. The valuation takes into account what injuries you have had, what symptoms and problems are continuing and how long those symptoms will last. It also takes into account the level of pain and suffering you have had.

OUT OF POCKET EXPENSES

This includes expenses such as:

- Wage loss, for both the time you are off work and any wages lost in attending for medical appointments. It also includes any overtime or bonuses you have lost
- Prescription charges
- Purchase of painkillers and over the counter treatments
- Physiotherapy and private medical treatment fees
- Travel expenses in attending hospital and GP appointments
- Travel expenses for attending any medical we or our opponents arrange
- Damaged clothing or property (including your vehicle if involved in a Road Traffic Accident)
- Hire charges and storage charges following a Road Traffic Accident
- Care provided to you by a member of your family or a professional carer whilst you recovered.
- Lost Pension contributions/entitlement
- Lost Tax Credits

FUTURE LOSSES

This includes any future wage losses or cost of care you will incur. It can also include the loss of any pension rights. These are calculated by looking at the number of years you would have worked and then applying a discount to reflect certain risks to you.

If you have returned to work but you are at risk on the labour market because of the ongoing problems then a claim can be made for this risk.

EXPENSES

Irrespective of how your accident occurred you are under a duty to keep your losses to a minimum. This is called “mitigating your loss”. For example following a car accident you must not let storage charges or hire charges mount up excessively. You should only hire a car if you need a vehicle in order to carry on your work for example.

If you are incurring expenses **you must** retain receipts. We need these to prove you have incurred the expenses.

TIME OFF WORK

Once you are considered fit to return to work you must go back to your job. We will not be able to carry on claiming a wage loss for you if the medical evidence does not support you being absent from work.

If you are considered to be fit for work but you can no longer return to your old job you must make efforts to find an alternative. For example, if you apply for jobs, keep copies of your applications so we can prove you are taking every reasonable step to improve your position.

OUR OPPONENTS

SURVEILLANCE

Any compensation is likely to be paid by an insurance company. If it is a large claim, they may want to satisfy themselves that your level of injury is as described. They can employ a variety of methods to achieve this, one of which may be to take video film of you going about your daily life without your knowledge. It is important that you are aware they can do this.

FRAUD

In some circumstances, insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help the insurers check information provided and also to prevent fraudulent claims. They pass information relating to road traffic accidents to the appropriate register(s). In dealing with the claim they may search the register. Again, it is important that you are aware they can do this.

EXPLANATION OF STATE BENEFITS AND YOUR COMPENSATION

The matters mentioned below will only apply if you receive compensation as a result of your accident.

Q *Who does it apply to?*

A If you are in receipt of benefits as a result of an accident then the law requires those benefits to be repaid if your claim is successful. Even if you are only in receipt of benefits for a short time they still have to be repaid. In a claim at an Employment Tribunal they also have to be deducted from the award for wage loss.

Q *How does it affect you?*

A If you are in receipt of benefits which exceed the amount of your usual earnings, this will affect your claim. This is because the benefits will start to reduce the compensation for your other expenses. Your compensation is broken down into your financial expenses and losses, and an amount for your injuries. The benefits are deducted from any claim for loss of earnings and your compensation for your financial expenses but cannot be deducted from the compensation for your injuries.

Q *Who actually repays the money?*

A The benefits do not have to be repaid directly by you. The procedure is that the person who is paying compensation to you repays the amount due. They have to obtain a certificate from the Benefits Agency, which shows how much is due back to them. You will receive the difference between the amount of your financial expenses and the amount repaid to the Benefits Agency.

Q *If I receive compensation will I still be able to claim benefits?*

A Any award you receive over £3,000 will be counted against your eligibility for benefits. If you receive over £8,000 you will not be able to claim benefits unless your compensation is put into a “**Special Needs Trust**”.

Tax Credits

If you are now in receipt of tax credits they may be affected if you have to have time off work following your accident. Please let us know if you have suffered a loss as we can add them into your claim.

What benefits can I claim?

If you have been injured you may be entitled to certain benefits.

- Industrial Injury Benefits
- Incapacity Benefit
- Disability Living / Attendance Allowance

Industrial Injuries Benefit can be claimed even if you are still working. No fault has to be shown to claim this benefit. You do have to show that you are more than 14% disabled for a period greater than 15 weeks following an accident at work.

If you do not understand how this affects you then please speak to us

MEDICAL EXAMINATIONS

Once we have sufficient information to assess whether your claim will succeed, we will arrange a medical examination for you. This may not be with the doctor from whom you have been receiving treatment. The waiting lists for examinations can vary from 2-6 months. Please ensure you attend any examination arranged. If you do not attend, the doctor may charge a cancellation fee for which you could be liable. If you cannot attend the appointment, please notify us immediately and at least 7 days before the appointment is due.

Prior to arranging the examination we have to agree the nominated Consultant with our opponents. Sometimes the examination can be a joint examination for both sides. This means that regardless of the contents of the report both sides will see a copy and the valuation of your claim will be made based on that report.

Only in the most serious of cases will the courts allow both parties to obtain their own medical reports.

It is important that when you go to the examination you fully co-operate and explain to the Consultant exactly what is wrong with you. Under no circumstances should you attempt to exaggerate your symptoms. If it is discovered at a later date that you have misled the Consultant in some way this could result in you losing your case. The nominated Consultant will be independent of both parties. In only very limited circumstances will you be able to challenge his/her opinion.

HOW YOUR CLAIM WILL PROGRESS

At the start of your claim we will send you a questionnaire to complete and a document called a client care schedule. You need to return these to us within 10 days. Until we have your signed agreement back we do not have your authority to act.

We cannot lodge your claim until we have sufficient information. It is a legal requirement that we provide our opponents with full details. They have 21 days within which to acknowledge the claim. Provided they do so they then have 3 months within which to make their decision as to whether they agree you are entitled to compensation. During this time we will carry out our own investigations and prepare a statement for you to check and sign. If we need to see you in person we will make arrangements to do so.

We will write to our opponents notifying them of our suggested medical experts. We have to give them at least 14 days to agree the expert to be used.

At the end of the 3 months our opponents have to supply us with any documentation they will be relying upon to dispute your claim.

In our experience it may take several months to arrange a medical examination of you. This is due to the Consultants' waiting lists. Once you have been examined we should receive the report within 4-6 weeks and will then send a copy to you.

Once we have all details of your claim including a medical report and all your expenses (including receipts) we will submit details to our opponents. If there is no dispute about your receiving compensation we should then obtain an offer within 4-6 weeks.

COURT PROCEEDINGS

These may become necessary. For example, it may be that we feel you have a claim for compensation but our opponents disagree. It may also be that there is a dispute about the level of compensation to be paid. If court proceedings become necessary, we will notify you. The court proceedings may be started in our own local court, as there are certain procedural steps that have to be gone through. If the case has to proceed to a hearing, we will transfer the case to a court more local to you.

The Court lays down a short timetable. It is therefore **essential** that you reply to any correspondence we send promptly. The Court has the power to strike out a claim if a query raised is not answered. It is the court that dictates when a step has to be taken on a case and when a matter will be listed for a hearing.

The court proceedings will involve lodging at court a document setting out how your accident happened and what your losses are. Medical evidence has to be lodged at the same time. Our opponents then have to lodge their defence. At this stage the court will provide both sides with a list of questions concerning the case. Once they have been answered the court will set down a timetable for when experts reports, documents and statements have to be exchanged. They may also at this stage give an estimate of when your case is likely to be heard.

ALTERNATIVE DISPUTE RESOLUTION

On occasions, it may be appropriate for your matter to be referred to alternative dispute resolution rather than court proceedings. If this approach is not adopted and it is the court's view that it should have been, there may be costs implications. If these circumstances should arise in your case we will discuss our approach, and its implications with you in detail.

CHARGES AND COSTS

HOW OUR CHARGES ARE CALCULATED?

Our charges are calculated on an hourly basis. They cover the time spent working upon your matter. They cover all attendances, preparation, phone calls (made and received) and correspondence. Telephone calls and letters written are charged at 1/10th of our hourly rates.

Our charges are reviewed annually in April of each year. If they are increased we will notify you.

It may become necessary for different levels of fee-earners to be involved in your case.

Our hourly rates are as follows:

- Partners & Consultants - £250
- Solicitor, Senior Litigation Executive or Legal Executive with over 8 years experience - £200
- Solicitor, Litigation and Legal Executive with between 4-8 years experience - £180
- Solicitor and Fee Earners with less than 4 years experience - £160
- Trainee Solicitor and paralegals - £120

We will provide you with a breakdown of the costs incurred and the overall likely costs on a 6 monthly basis if this applies to you.

In some types of work, we may have quoted you a fixed fee. If this is the case, the amount will be shown in the client care schedule accompanying this booklet.

DISBURSEMENTS

These are payments we have to make to others on your behalf in order to make progress with your claim. They include fees paid to experts to provide reports, fees to hospitals and GPs to obtain your records and x-rays from them, court fees and barristers fees.

On an average claim the Disbursements can easily amount to £400 - £600. If you are funding the disbursements yourself we will have provided you with a full breakdown of the likely charges in your claim.

FINANCIAL ADVICE

In certain types of matters we would recommend that you seek professional financial advice. This may be before making your Will to ensure that your assets are safeguarded against unnecessary taxation, or as beneficiaries under a probate or recipient of compensation, to ensure that the funds are invested to your best advantage.

We keep a list of independent financial advisors and would be pleased to introduce you. Please ask for further information.

FUNDING OF YOUR MATTER

The covering letter you have received with this booklet confirms how your claim is funded.

UNION ASSISTED

If your claim is being funded by your Trade Union then provided you stay within the rules of your Union and keep your contributions up to date they will be responsible for your own legal fees and any fees you are ordered to pay of your opponents. You should check the full rules of your Union for full details. Your Union may withdraw funding for your claim if the prospects of success are not sufficient. You will have received a full leaflet explaining the limits on your Union's cover.

LEGAL EXPENSES FUNDING

If your claim is funded by legal expenses insurance then they will be responsible for any legal fees incurred by ourselves and any costs of your opponents you are ordered to pay. This is provided you co-operate fully. You should read the full terms of your expense policy for full details.

CONDITIONAL FEE AGREEMENT

If you are taking out a Conditional Fee Agreement you will also need to take out the associated insurance policy. The cost of the policy is detailed in our covering letter. From the date the insurance policy is taken out it will cover your opponents costs if you lose. It will also cover any disbursements either you have paid since the policy was issued or we have paid on your behalf. The policy does not cover our legal fees. We agree to take the matter on the basis that if your claim is unsuccessful we will not receive anything.

Under a Conditional Fee Agreement a success fee is charged. This is based upon a % of our costs we recover from our opponents. For example if our costs are £1,000 and the success fee was set at 10% we would recover £1,000 costs from our opponents and charge a success fee of £100. This success fee and the insurance premium paid should be recoverable from our opponents.

PRIVATELY FUNDED

If you don't qualify for any of the types of funding described above, you will have to pay for the work yourself. Our charges and the method of calculation are detailed in the previous section.

If there are any disbursements to be paid, we will ask you to pay us for these in advance.

In exceptional cases where the matter is particularly complicated or lengthy, we may ask you to pay costs on account.

YOUR LIABILITY FOR LEGAL FEES

SUCCESSFUL CLAIMS

There can be a difference between the fees paid by your opponents to us and the fees actually incurred. This is because our opponents will only be ordered or agree to pay fees that have been reasonably incurred for progressing your claim. For example our opponents would not have to pay the cost of telephone calls made to you on a daily basis.

If agreement is not reached on costs then the court will assess our bill. The court will only allow an hourly-charging rate that they consider is reasonable for our opponents to pay. This is because the court has an average hourly rate that they allow which is reviewed annually. The court will not order your opponents to pay for any costs that have been unreasonably incurred.

If you are liable for our fees and agreement cannot be reached you can also ask the court to review our bill under the detailed assessment procedure. If this applies in your case we will discuss the matter in full with you.

UNSUCCESSFUL CLAIMS

If your claim is lost or discontinued then if you are privately funding your claim you will be liable for your own legal fees. If court proceedings have been commenced then you will also be liable for your opponent's costs. You will have the right to have both our costs and those of your opponents looked at by the court and assessed as to whether they are reasonable or not. (This is called detailed assessment)

GENERAL INFORMATION

DOCUMENTATION

After completion of your matter we will return all original documentation to you. We are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses.

Upon conclusion we will keep your file of papers in safe storage for 7 years. The file will then be confidentially destroyed. We will keep the file on the understanding that we have your authority to destroy it. We will not destroy any documents you ask us to retain in safe custody.

COMMISSION RECEIVED

In certain circumstances we may receive commission from a third party to whom we have referred you for financial advice or arrangements. If this commission is more than £20 we would need your permission to retain it. If this situation should arise we would request your permission on a case by case basis.

INTEREST PAYABLE

If we hold your funds in our client bank account, depending upon the amount and the time for which we hold it, you may be entitled to interest. The amount of the interest is calculated in accordance with Law Society Rules. If interest is due, it will be credited to your account in April and October, or if the balance of your account is to be paid to you at any other time, on the day of payment.

STORAGE OF WILLS AND TITLE DEEDS

We will store your wills and title deeds in our secure storage facilities at no charge. They can be made available to you at 24 hours notice.

TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep your file of papers and documents whilst there is any money owing to us for our charges and expenses.

OTHER SERVICES

If you have other legal problems that arise or need assistance for example in preparing your wills, or moving property we will be more than happy to assist.

CLIENT SATISFACTION POLICY

If there is anything wrong with the service we provide we would rather know straight away. In the first instance please contact the person dealing with your matter. If you are unable to do so then please speak to their Team Leader or the Partner with overall responsibility for your matter. You will find their name in the letter you received with this Guide.

If you remain dissatisfied with our service or if you prefer to do so please ask to speak to our Client Liaison Partner Jane Booker. She will obtain your file of papers and discuss your complaint with you.

In the event that the Client Liaison Partner is the person dealing with your matter we will nominate another partner to look into your complaint.

Who ever deals with your complaint will send you a copy of our complaints leaflet explaining the procedure that will be followed.

We monitor all complaints we receive and use them to improve the service we provide.

FINANCIAL SERVICES

This firm is 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 insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Law Society. The register can be accessed via the Financial Services Authority Web site at: www.fsa.gov.uk/register.

EQUALITY AND DIVERSITY POLICY

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. (Please contact us for a copy of our equality and diversity policy).

CLIENT IDENTIFICATION

The UK is a major financial and legal centre, with a high reputation for honesty and integrity.

Unfortunately that is why financial and professional businesses, like banks and solicitors firms, are attractive to money launderers – criminals sometimes try to hide stolen money by turning it into legitimate income.

The government have introduced measures:

- To make it more difficult for criminals to make and keep money from their crimes.
- To confiscate proceeds to crime

For this reason there are compulsory checks which solicitors have to make of their clients.

Being asked for identification does not mean you are under suspicion. The new identification requirements apply to all clients when they are asking their solicitors to conduct certain types of cases.

Banks and building societies have had to check the identity of customers for some time. Now solicitors have to. This means you may have to show us some personal documentation that can include:

- Current signed passport
- Photo card driving licence
- Benefit book
- And a recent gas, electricity or other household bill

If you are asked for these documents and you don't have them, you will have to ask your solicitor to advise you on how best to prove who you are.

DATA PROTECTION

In order to provide an efficient service, some personal information about you and your claim will be held on our computer system.

We respect your right to privacy and treat our obligations under the Data Protection Act 1998 ("the Act") very seriously. We will keep your personal information confidential except to the extent that it is necessary to disclose it by law or to comply with a regulatory or legal process or where we need to disclose the information to provide a product or service that you have requested. Under the Act you have the right to receive details of the personal data we maintain on you. An official fee is payable. If you would like to see the information we hold about you or would like to be removed from our database, you should contact us at 6 Cannon Street, Preston, Lancashire, PR1 3PY.

If we hold your e-mail address on our records, we may contact you in the future for marketing purposes.

OPENING HOURS

Our office is open from 8.00 am to 5.00 pm on Monday to Friday. Appointments outside these times can be made by arrangement. In some circumstances, arrangements can be made to visit you at home.

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