

ROAD TRAFFIC ACCIDENT Client Information Pack

“Simple, straightforward, stress-free assistance.”

“This is the first claim I have made for any compensation and I think your services were first class. I would like to thank you all for your help.”

“My claim was handled in a professional manner throughout. There was a commonsense approach to the claim made and a realistic settlement was achieved in good time, consistent with the injury and loss incurred.”

We are specialist national solicitors who can help if you have been involved in a road traffic accident. We will organise specialist help to ensure that all your needs are dealt with immediately.

- Over 40 years' experience of dealing with road traffic accidents;
- Your lawyer will be committed to looking after you and your claim, ensuring the best possible outcome;
- Your lawyers will deal with motor accident claims only;
- If your claim is complicated, a specialist team will look after you;
- Our team of investigators – former police officers – gather evidence on our behalf;
- We will ensure you get fast access to medical treatment if you need it.

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Front-page quotations from Lyons Davidson's Client Satisfaction Questionnaires on Motor Personal Injury Claims

Contents

This pack provides general guidance about your road traffic accident claim and brief details about funding your case. To read about the service standards you can expect please visit lyonsdavidson.co.uk/about-us/service-standards and to read our Terms of Business, please visit lyonsdavidson.co.uk/about-us/terms-business (if you live in England & Wales) or lyonsdavidson.co.uk/about-us/lyons-davidson-scotland-llp/lyons-davidson-scotland-llp-terms-business (if you live in Scotland). Please read this booklet with the first letter we sent you. If you have any questions about any of the information in this booklet or on our website, or if you have any questions about any aspect of your claim, please contact the person assigned to your claim.

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A

After the Accident: Useful Information

1. Responsibility for the accident (liability)

1.1 Proving responsibility

We will help you prove that the accident was wholly or partly someone else's fault. We will let you know who we believe was responsible as soon as we have gathered sufficient information. Further information or evidence may become available during the course of the claim, which may change who we believe was responsible: if this happens we will let you know.

There are three ways responsibility for the accident could be decided:

- **100% the fault of the other driver;**
- **Partly your fault and partly the other driver's fault.** This is known as 'split liability'. Responsibility for the accident may be divided along percentage (e.g. 50%) or ratio (e.g. 75:25) lines. 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 may make a claim against your insurers and this may affect your insurance premium and no claims bonus;
- **100% your fault.** If we believe this will be the likely outcome, we will let you know as soon as we have enough information.

To start your claim off, we will gather all the information we need about the accident and contact the other driver's insurance company. The other driver's insurers have a fixed period in which to admit responsibility for the accident. If they deny responsibility, the period will be extended.

Usually, your own insurers will ask you to keep them up to date with significant issues in your case, e.g. responsibility. We can provide relevant information to them on your behalf, if required.

1.2 How a personal injury claim starts

We will contact the other driver's insurers using the information you gave us. We will set out accident circumstances and the reasons why you believe it was the other driver's fault. We will also provide the other driver's insurers with basic details of your injuries and financial losses. If the other driver's insurers admit responsibility for the accident, then we will value your claim and discuss this with you, and we will then let them know this value.

If the other driver's insurers dispute responsibility, we will gather evidence about the accident circumstances and discuss with you what steps to take next.

1.3 Verifying the other driver's identity

So that we can present your claim, we will need to find out the other driver's details and/or that of their insurers. We will ask you for any details you exchanged with the other driver at the accident scene. If you did not exchange details, we can investigate further. This might involve:

- Contacting the police for the other driver's details;
- Carrying out a DVLA search on the other vehicle's registration;
- Carrying out a Motor Insurance Database Information System (MIDIS) search to find the other driver's insurance details.

1.4 Investigating responsibility for the accident

If the other driver's insurers say that the accident was partly or completely your fault, we will investigate further. We may obtain:

- A copy of a police accident report, if one is available;
- Witness statements;
- Photographs and plans or a report of the accident scene;
- Repair documents or engineers' reports;
- Photographs of the damage to your vehicle.

In some cases, photographs of the accident scene taken shortly after the accident could be extremely useful in supporting your claim. They are especially important if the layout of the road

had changed, e.g. roadworks. If there were any roadworks or other changes, please tell us immediately. Photographs of the damage to your vehicle are also useful, as they can help us understand the accident circumstances and will help if the other driver's insurers do not agree with us about the causes of the accident.

Please contact us about photographs. If you do take photos, 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 other driver is found to be uninsured to drive the vehicle but the vehicle is insured, the law obliges the vehicle's insurers to compensate anyone involved in the accident, as long as the person who was driving that vehicle can be found and was responsible for the accident. The law may also assist if the other driver stole the vehicle.

2. Claims against uninsured or untraced drivers

Some drivers do not have motor insurance and sometimes drivers cannot be found. If either of these apply in your accident we may need to ask for compensation from the Motor Insurers' Bureau (MIB). The MIB is funded by the insurance industry and compensates victims of uninsured and untraced drivers. There are limits on the compensation it awards, which we will tell you about if necessary.

If you are making a claim for **personal injury**, the MIB requires you to report your accident to the police and request a crime number within 14 days 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, so that the MIB knows you have done so.

If you are making a claim for **property damage** caused in the accident (e.g. damage to your vehicle or items that were in your vehicle), the MIB requires you to report the accident to the police within five days or as soon as 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.

If you are unsure if any of the above applies to your case, please contact us and we will advise you.

3. Treatment for your injuries (e.g. physiotherapy)

If you are injured in an accident, you should seek medical attention as soon as possible.

We have working relationships with a number of treatment providers, so you may not have to pay upfront for treatment, which we will be happy to arrange for you. You can choose your own provider – although you may need to pay for this treatment upfront. You are responsible for treatment fees and 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 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.

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 you will need to pay the balance of any cost of treatment that is not recovered from the other driver's insurers. If we believe this will be likely, we will tell you why as soon as possible and what percentage you may not be able to recover.

3.1 Ascenti

If you decide to use Ascenti (www.ascenti.co.uk), it is important that you are aware certain owners of Lyons Davidson hold minority shareholdings in Ascenti. The work carried out by Ascenti is not regulated by the Solicitors Regulation Authority or the Law Society of Scotland in the way that the work we carry out is.

Ascenti provides rehabilitation services to thousands of accident victims every year by finding out if treatment will help and arranging it quickly. There are other companies offering similar services. We can arrange for an Ascenti triage caller to call you within 24 hours of your accident to discuss your injuries. The triage caller will tell you whether treatment is likely to help with your recovery and, if it is, Ascenti will arrange for you to be treated at a convenient clinic. You are responsible for the cost of treatment. We will include these costs in your claim, so you won't need to pay up-front and normally these costs are recovered from the other side.

The first and last physiotherapy sessions (including initial review and final report) cost £75 each and general physiotherapy costs £55 per session. You will receive a summary of treatment costs at the start and end of treatment.

If you need any more information about Ascenti and the services it provides, please contact us.

4. Hiring a replacement vehicle

After an accident, you may need an alternative vehicle while your own is off the road either for repairs or because it is not driveable. If you are able to use another vehicle at no cost (for example, a family member's) then you should do so, as the cost of hiring an alternative vehicle in such circumstances may not be recoverable. If you do not have access to another vehicle and you need a replacement, there are various ways in which an alternative can be provided. Your insurance policy may provide for a replacement car (you should check this with them); courtesy cars are sometimes available from the garage repairing your vehicle; the other driver's insurers may contact you directly to offer a replacement vehicle; you can choose to arrange car hire yourself. If you arrange and pay for car hire yourself and the accident was the other driver's fault, we will include the hire costs in your claim.

If you prefer, we can arrange a replacement vehicle for you. If we do, you may not have to pay the hire charges upfront, although you must remember that you are ultimately responsible for the cost of hire if it cannot be recovered from the other side. Please contact us for more information about this.

5. Repairing your car

If your car needs to be repaired, your insurers may arrange this for you. If they have not done so, you can either make arrangements yourself or we can make them on your behalf: please contact us if you would like us to assist. If the accident was the other driver's fault, we will include the cost of repairs in your claim. You are responsible for these expenses but we will include them in your claim.

6. Recovering compensation from the other side

If you are found to be partly or fully responsible for the accident, you will not recover 100% of the compensation in your case. If 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 expenses

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 from the person responsible for the accident or their insurance company wherever possible. The losses you claim for need to be reasonable and should normally be supported by documentary evidence (e.g. receipts or invoices). If the expenses are as a result of your injury, then the medical expert will

need to confirm that they are reasonable. If possible, please discuss any likely expenses with us before you incur them, so that we can advise you on the view the court may take on whether they are reasonable or not.

Your losses and expenses are divided into:

- Compensation for your injury (called 'general damages' in **England & Wales** and 'solatium' in **Scotland**);
- Special damages (also known as 'financial losses' in **Scotland**).

To prepare your claim, we need full details of your losses. Please read the Claim Notification Form (**if you live in England or Wales**) or Claim Questionnaire (**if you live in Scotland**) we sent you, which we have completed as far as we can, using the information you gave us. You should check the form and amend or update it with more information, if necessary.

7.2 General damages/solatium (injury compensation)

If you were injured in the accident, you may be entitled to compensation for pain, suffering and not being able to do some or all of the things you did before the accident. This is known as 'general damages' in **England & Wales** and 'solatium' in **Scotland**. Please let us know about any injuries you suffered in the accident, however minor. To support a claim for injury, we may need to ask a medical expert to assess your injuries. In **England & Wales**, this will usually be an independent GP. If your injuries are more serious, we may recommend you see a specialist consultant. **If you live in Scotland**, we will usually ask a consultant to assess your injuries.

When we instruct a consultant, s/he is likely to review your medical records and notes to become familiar with your medical history. Please note that we will often need to see your medical records. Therefore you are likely need to sign a Medical Authority form, which gives both the consultant and us access to your records. If you have any relevant medical history (e.g. if you previously had similar symptoms, were involved in another accident or were injured before or after this accident), it is important that you tell us before we ask the expert to provide a report. The other driver's insurers may also ask you to attend an appointment, so that you can be examined by an expert they choose.

7.3 Claims involving children

If a minor (i.e. someone under the age of 18 in **England & Wales** or under 16 in **Scotland**) is involved in an accident, a representative (usually the child's parent or guardian) will need to be appointed to deal with the claim. This is because, in law, children are not able to make decisions or agree settlement for compensation. Under the laws of **England & Wales**, this representative is called a 'litigation friend'.

In **England & Wales**, a claim involving a child must be conducted through the litigation friend, who makes decisions about the claim on the child's behalf and the settlement has to be approved by the court. When medical evidence has been obtained and the child has fully recovered we will send the necessary documentation to a barrister, who will give an opinion about the correct value of the claim. The claim will be issued at court, and the representative and the child will usually have to attend a hearing, where a judge decides whether the proposed settlement is reasonable. If the judge approves the settlement, any compensation received will be held in a trust in the child's name until his or her 18th birthday. It is important to note that a judge will not approve settlement if the child continues to suffer from the injuries they received in the accident. We will advise you if this is the case.

In **Scotland**, a claim for a minor does not require court approval.

7.4 Special damages/financial losses

Financial losses and expenses arising from the accident are known as 'special damages' in **England & Wales** – examples are given below. To prove that you paid out for them, please keep any receipts or documentation. Without evidence to support losses, it might be difficult to recover these for you. You must keep your expenses at a reasonable level or you may not recover money

for those that you could have avoided or limited. This section should be read with the Schedule of Financial Losses in your Claim Notification Form or Claim Questionnaire.

7.4.1 Examples of special damages/financial losses:

Policy excess: comprehensive insurance

If you are comprehensively insured, you may have paid a policy excess. If your vehicle was repaired, the garage will have given you a receipt for the policy excess you paid (unless it was waived by your insurance company): please send us a copy of this receipt.

If the vehicle was written off by your insurers, you will have received a cheque for the pre-accident value of the vehicle minus the amount of the policy excess. If your insurers sent you a letter about this, please send us a copy.

Non-comprehensive insurance

If your vehicle was insured for third party, fire and theft (TPFT) or third party only, you should get an estimate for the repair cost (or confirmation that repairing the vehicle would cost more than the pre-accident value of your vehicle) from two separate garages and send copies to us. We will make arrangements with the other driver's insurers for a vehicle inspection. Please 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 below.

If you would like us to arrange inspection and repair (if possible) of your vehicle, please let us know (see point 5 above). If you cannot afford the cost of repair, please contact us so that we can try to obtain payment on account from the insurers or discuss other options with you.

If the repairers believe your vehicle to be beyond repair, you should let us know immediately, as we may need to arrange an inspection. Once the value has been agreed with the insurers, or once we have obtained an engineer's report on your behalf, you should dispose of and replace the vehicle. Please take photographs of the damage before you dispose of it. Again, if you cannot afford a replacement then let us know as soon as possible and we will advise you further.

Storage charges

If your vehicle was taken from the accident scene into storage by you or the police, it is likely that you will be charged for storage on a daily basis. If your insurance is comprehensive and you are claiming through your policy, your own insurers will usually pay these charges directly to the garage.

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

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, you may be able to claim for any inconvenience caused. You can usually claim from the date of the accident until the date you get your repaired vehicle back or until shortly after the date you receive a cheque for the value of your scrapped vehicle (as long as you were not responsible for any delays). The amount you can claim for is not fixed and will be based on any inconvenience you suffer. You will need to prove that you were inconvenienced by not having your vehicle and that there was no other vehicle available to you.

Hire-vehicle charges

You should hire a vehicle only if you can show that you need it and that 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 send

us copies of receipts and a copy of the hire contract as soon as the hire period has ended. Remember to limit hire to a reasonable amount of money and time.

If you have any questions about hiring a vehicle, please contact us immediately: we can arrange vehicle hire for you (see point 4 above).

Transport costs

You can claim for any transport costs you have made, as long as they are reasonable. For example, if you are given lifts by friends or family to take you to medical appointments and you contribute towards petrol costs, please keep a note of dates and destinations, approximate distances travelled and amounts 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.

Loss of earnings

If you have been or will be off work as a result of your accident and you are likely to lose income because of this, we need to prove this loss. This 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. Make sure you have copies of your payslips from before and after the accident, so that you can prove what you were earning and can calculate what you have lost as a result of your absence. If you are still off work and are not sure when you will return, please let us know immediately.

Please note that even if you were 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 note any time you have taken off work as a result of your injuries (for example, to attend appointments for medical treatment), and keep any sick notes from your GP, as they may be useful in proving this aspect of your claim.

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 as a result of the accident, which are not covered by insurance. Please send us copies of receipts, if possible. If you do not have them, please send us the replacement cost of each item (or its nearest equivalent, if it is no longer available), along with the age of each item at the time of the accident. You are entitled to recover the pre-accident value of the item, not the replacement cost. We will advise you on this as the need arises. Please keep the damaged items, as the other driver's insurers may want to inspect them. If possible, take photographs of the items and send them to us.

Medical fees

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

Medication/prescription charges

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

Travel expenses

You can claim expenses for travelling to your medical appointments. 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 (e.g. if they visit you in hospital). Please send us details of journeys and amounts 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 copies of receipts. Larger items (e.g. orthopaedic bed) usually need to be recommended by a medical expert.

Household help: England & Wales

If you were injured, you may need help from your partner, spouse, other family members or friends, e.g. with bathing and dressing or getting in and out of bed. They may have to make meals for you, drive you to appointments, carry out housework or shop for you. If so, you should note who assisted you, when and for how long, as you may be able to claim for this help, even if it was given for free. Please contact us if you believe you have a claim for household help. **If you live in Scotland** and received help around the house because of your injuries, please read 'Damages for services', below.

Damages for services: Scotland

If you were injured, you may need help from your partner, spouse or other family members after the accident e.g. 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. This kind of help is known as 'necessary services' and you can make a claim for it. You should make a careful note of who assisted you, when, and for how long. If you receive damages for these services from the other side, you are under an obligation to pay the relative who assisted you for his or her assistance, unless s/he agrees that s/he does not want to be paid.

You can also make a claim for services that you would normally carry out for your partner, spouse or other family members, but which you were unable to do because of your injuries. For example, you may usually do DIY, gardening or housework. During the period you are injured, these tasks may need to be carried out by another member of your family, or you may have to pay someone to do them for you. Again, if you do need to pay someone else to carry out services you normally do yourself, it is important that you keep receipts and invoices. Without this documentary evidence, we would be unlikely to recover the cost.

Increased bills

If you were seriously injured, you may find that your gas and electricity bills have increased because you are spending more time indoors or because you find 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.

Telephone and postal expenses

We usually make a nominal claim on your behalf to cover your increased postal and telephone expenses, e.g. when communicating with us, your insurers and medical advisers.

Holidays

If a holiday needs to be cancelled or is spoiled because of your injuries, you should mention this to the doctor at your medical examination. If cancelling your holiday involves financial loss, you should let us know and provide documentary evidence (e.g. invoices or receipts). We also need to know if you made a claim for this under your travel insurance policy.

Pastimes

You may be prevented from pursuing some activities (e.g. sports) because of your injuries. If so, please tell the doctor. If membership fees for clubs have been wasted as a result, please send us details of relevant fees, and copies of contracts and receipts as evidence.

Ongoing and future losses

You may find some of the losses and expenses mentioned above will be continuing or will be incurred 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.

Other losses and expenses

We have given examples of typical circumstances or items that you may be able to claim for, but this is not an exhaustive list. If there are any other losses or expenses that you think may be related to the accident, please give us details and send us any documentary evidence (e.g. copy receipts).

You are responsible for proving your losses to the court. Therefore, you must keep a record of your expenses and retain documentary evidence.

8. State benefits

If you have received any state benefits from the Department for Work and Pensions (DWP) as a result of your injuries, please tell us the type of benefit and the approximate amount you received or are receiving. This will be taken into account when dealing with your claim and the DWP will be repaid, normally by the responsible party's insurers (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. It is very important that you tell us if you or anyone living with you receives any state benefits, as entitlement may be affected if you receive compensation.

9. Access to your file

Please feel free to ask us any questions about your claim. We will let you know if you will be able to log in to our system to fill in your Claim Notification Form/Claim Questionnaire, follow the progress of your case and leave messages for your Case Handler.

If you are able to do this, you access our system by clicking on the LD Extra Log-in at www.lyonsdavidson.co.uk and logging on using the account name and password we provide.

10. Protecting your identity

We will always check your identity at the beginning of each phonecall we make to you. We will also ask you to verify your identity whenever you call us. We do this by asking you to answer three security questions. For the first question, we will ask you to tell us either:

- Your mother's maiden name;
- The place 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);
- 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.

11. The claims process

11.1 Time limits for bringing a claim

In all legal cases, there is a time limit within which you must formally bring a case to the attention of the court. This is known as 'commencing court proceedings' and 'issuing a claim' (in **England & Wales**) or 'raising an action' (in **Scotland**). The time in which you must commence court proceedings is known as the 'limitation period' and failing to bring a claim in this period usually means 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. If your claim is for **financial losses only** the time limit in **England & Wales** is **six years** from the date of the accident and **five years** in **Scotland**.

For minors, both time limits start on their **18th birthday** in **England & Wales** or **16th birthday** in **Scotland**.

Time limits can be extended in very limited circumstances only. It is essential that you contact us immediately if the time limits are approaching or have passed, so that we can advise you on what to do next.

11.2 Court proceedings

The vast majority of cases settle before trial. However, we need to prepare your case on the basis that it will go to court. Depending on the nature of your injuries, the other driver's response about who was at fault and if it becomes necessary, we will advise you about the best time to issue proceedings. Once they have been issued, the court will set a timetable that we must follow in order to bring the matter to final hearing/trial (also called 'proof' in **Scotland**). If you have any questions or concerns about the court process, please contact us.

12. Summary of steps in a claim

- We receive details of your case and contact you;
- We speak to you to gather all the information we need, send you a summary 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, or a hire car and we help arrange it;
- We obtain medical evidence confirming your injuries;
- Based on your injuries and expenses, we work out a value for compensation and discuss this with you;
- 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.

B

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 Conditional Fee Agreement or Speculative 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) or Speculative Fee Agreement (SFA) 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'/advocates' 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, which can be found at

- www.lyonsdavidson.co.uk/aboutus/termsofbusiness (for England & Wales); or
- www.lyonsdavidson.co.uk/aboutus/lyonsdavidsonscotland/termsofbusiness (for Scotland).

If you live in England & Wales, Our Agreement With You may also be in conjunction with a Collective Conditional Fee Agreement (CCFA) with your legal expenses insurance policy. This is a contract we have entered into with your insurers, which collectively covers certain policyholders, including you. If you live in Scotland, Our Agreement With You may be in conjunction with an SFA.

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 contact us.

2. Conditional Fee Agreement (CFA) and Speculative Fee Agreement (SFA)

Please read this section if you have a CFA or SFA 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.

The CFA or SFA 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. For further details on this agreement, please read our initial letter to you and the Conditional Fee Agreement or Speculative Fee Agreement.

2.1 Insurance products

If you have confirmed in the 'Legal Expenses Insurance Declaration' that you do not have existing legal expenses insurance, then you can purchase an after the event insurance policy (ATE). This insurance policy is explained in the document *Information about ATE*; the fee is payable from your damages at the conclusion of your case and is not recoverable from your opponent. The ATE policy will pay for your opponent's costs and your own expenses. The fee for the policy is not payable if you lose your case.

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 firm, are not contractually obliged to conduct insurance mediation activities with one or more insurance undertakings. Details of the insurance undertakings with which the firm conducts business are available on written request. We draw your attention to Section C, paragraph I of our Terms of Business, which can be found at:

- [lyonsdavidson.co.uk/about-us/terms-business](https://www.lyonsdavidson.co.uk/about-us/terms-business) (for England & Wales); or
- <https://www.lyonsdavidson.co.uk/about-us/lyons-davidson-scotland-llp/lyons-davidson-scotland-llp-terms-business/>(for Scotland).

These explain the way in which we can provide certain limited services in relation to investments. Where you have entered into a CFA/SFA, please read the terms and conditions in conjunction with Our Agreement with you and our Terms of Business, which can be found at:

- [lyonsdavidson.co.uk/about-us/terms-business](https://www.lyonsdavidson.co.uk/about-us/terms-business) (for England & Wales); or
- <https://www.lyonsdavidson.co.uk/about-us/lyons-davidson-scotland-llp/lyons-davidson-scotland-llp-terms-business/>(Scotland).

3 Collective Conditional Fee Agreement (CCFA)

A CCFA is similar to the CFA but if it applies, rather than being an individual contract between you and us (see above), it is a contract we have entered into with your insurers, which allows you to benefit from the arrangement.

3.1 Our costs

We will act for you on the basis of the rates set out in 'Our Agreement with You'. These may change from time to time but you will be notified beforehand. If you win your case, we will seek to recover those costs from your opponent. If you lose your case, we will not charge you those costs.

3.2 Expenses

Also known as 'disbursements', these are fees that are incurred on your behalf, such as expert report fees and court fees. Regardless of whether you win or lose, you will be responsible for these fees and, therefore, in the event that we cannot recover them on your behalf, you can protect against payment by taking out insurance.

3.3 Opponent's costs

The usual rule is that you will not be responsible for your opponent's costs if you are unsuccessful. However, there are circumstances where you could be responsible for your opponent's costs if, for example, you accept an offer out of time. In these circumstances, you can protect against paying these by taking out insurance.

3.4 Insurance products

If you have confirmed in the 'Legal Expenses Insurance Declaration' that you do not have existing legal expenses insurance, then you can purchase an after the event insurance policy (ATE). This insurance policy is explained in the document *Information about ATE*; the fee is payable from your damages at the conclusion of your case and is not recoverable from your opponent. The ATE policy will pay for your opponent's costs and your own expenses. The fee for the policy is not payable if you lose your case.

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 firm, are not contractually obliged to conduct insurance mediation activities with one or more insurance undertakings. Details of the insurance undertakings with which the firm conducts business are available on written request. We draw your attention to Section C, paragraph I of our Terms of Business, which can be found at www.lyonsdavidson.co.uk/aboutus/termsofbusiness (for England & Wales).

These explain the way in which we can provide certain limited services in relation to investments. Please read Our Agreement with you in conjunction with our Terms of Business, which can be found at www.lyonsdavidson.co.uk/aboutus/termsofbusiness (for England & Wales).

3.5 Terminating your agreement

You have a right to end your agreement with us at any time. We can also end the agreement with you if for example you do not follow our reasonable advice or do not provide us with instructions. In those circumstances you will be responsible for our costs and expenses. This does not impact on your right to cancel the agreement within 14 days at the outset of our instruction, set out in our 'Terms of Business'.

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