



Your Guide to Making a Claim

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Explanatory Definitions

Defendant

The other person(s) involved in your accident against whom your claim is being made.

General Damages

Your personal injury element of your claim.

Limitation Period

The time limit within which we have to bring details of your claim before a court. It is three years for personal injury so court proceedings must commence by the third anniversary of your accident.

Litigation Friend

A person nominated to represent a minor (or other protected person) in dealing with all relevant parties during a claim.

Portal

The Claims Portal was set up by the Government to allow secure electronic exchange of all information relating to a claim (including documentation, such as medical reports) between claimant lawyers and insurers/other compensators.

Small Claim

These are claims which are less than a certain value as set by the Government. Claims worth less than £1000 for your injury (general damages).

Special Damages

Your out of pocket expenses.

Third Party / Third Party Insurer

Third party (the Defendant) / third party insurer (insurer of the defendant).

ULR

Uninsured loss recovery – recovery from the third party's insurer of any of your losses which are uninsured.

1. General Information

About Us

We will act in your best interests to meet your individual needs, we understand not all customers are the same.

RSA Law aim to tailor the service to your individual needs and requirements and will always give you frank and honest advice. We uphold the highest standards when conducting your claims and you can rely on us to do the right thing. Providing high service standards - clear simple advice, efficient timely service with regular updates.

RSA Law staff are trained to the highest standard in order to give no nonsense advice and avoid legal jargon.

Regular updates are provided and access to a claims tracker is provided to view progress of your own claim.

Our client care documentation together with this Guide form our terms of business with you.

Important Information - About Your Claim

Can I claim for any losses?

It is a requirement of English Law that you, as a person bringing the claim arising from an accident, must try to keep your losses arising out of the accident to an absolute minimum, even though somebody else may be to blame. Please do not run up unnecessary costs and incur any expenses which can be avoided. These expenses may be unrecoverable, and you may be left with the costs. However, you can claim for all reasonable out of pocket expenses such as travel, loss of earnings, parking, treatment, etc.

Personal Injury

If you have suffered personal injuries arising out of the accident then you will be able to claim compensation in respect of injuries that we can prove have been caused by the accident.

Repayment of Social Security Benefits

If as a result of your accident you have suffered personal injury and are claiming benefits from Social Security, in certain circumstances the amounts paid to you in benefits can be deducted from the damages you receive. We will discuss this aspect of your claim, if relevant, at a later stage.

Please also note that if you have contracted a disease or been injured during the course of your employment, you may be entitled to claim Industrial Injuries Disablement Benefit, which is a non means tested benefit. Whilst we cannot assist you in making such a claim, or advise you about your prospects of succeeding, we can tell you that you will not have to prove that your employer at the time of the accident was negligent or in breach of duty, only that you were injured due to your employment. There are qualifying criteria depending on the circumstances of your work and the nature of your injury/disease. If you require any further information, you should contact your local Department for Work and Pensions office. If you do make a claim, please let us know.

Your Entitlement to State Benefits and Local Authority Support

Receiving an award of damages for personal injury can affect your current and future entitlement to State Benefits and Local Authority support. If you are currently receiving one of the following benefits, an award of damages may mean that the level of benefit you receive will be reduced or stopped altogether:

- Income Support
- Housing Benefit
- Council Tax Relief
- Incapacity Benefit
- Family Income Benefit
- Employment and Support Allowance
- Free prescriptions, eye and/or dental treatment
- Local Authority support in the home or funded residential care

If you are in receipt of any of the above, or may wish to claim them at some point in the future, we will need to know so that we can advise you accordingly if an award of damages is to be made.

Fixed Costs in Relation to Road Traffic Accidents

You will note from your client care letter that we refer to fixed costs. These are set out below:

	Pre Issue £1,000 - £5,000	Pre Issue £5,001 - £10,001	Pre Issue £10,001 - £25,000	Issued - Post Issue Pre Allocation	Issued - Post Allocation Pre Listing	Issued - Post Listing Pre Trial	Trial - Advocacy Fee
	Cases Settle Before Issue						
Fixed Costs	Greater of £550 or £100 +20% of damages	£1,100 +15% of damages over £5,000	£1,930 +10% of damages over £10,000	£1,160 +20% of damages	£1,880 +20% of damages	£2,655 +20% of damages	£485 (to £3,000) £690 (£3,000 - £10,000) £1,035 (10,000 - £15,000) £1,650 (£15,000+)
Escape	+20%	+20%	+20%	+20%	+20%	+20%	N/A

Fixed costs in relation to EL/PL Protocol

Where the value of the claim for damages is not more than £10,000			Where the value of the claim for damages is more than £10,000 but not more than £25,000		
Stage 1	Stage 2	Total	Stage 1	Stage 2	Total
£300	£600	£900	£300	£1,300	£1,600

Small Claims Costs

If we have to issue court proceedings, then costs of between £30.00 and £100.00 will be incurred, together with expenses in the region of between £235.00 and £700.00 which would include court fees, engineers and/or medical fees as appropriate.

Where the value of the claim for damages is not more than £10,000					Where the value of the claim for damages is more than £10,000, but not more than £25,000				
Stage 1 Fixed Costs	Stage 2 Fixed Costs	Stage 3 Type A Fixed Costs	Stage 3 Type B Fixed Costs	Stage 3 Type C Fixed Costs	Stage 1 Fixed Costs	Stage 2 Fixed Costs	Stage 3 Type A Fixed Costs	Stage 3 Type B Fixed Costs	Stage 3 Type C Fixed Costs
£300	£600	£250	£250	£150	£300	£1300	£250	£250	£150

2. Frequently Asked Questions

How long do I have to make a claim?

For personal injury your claim must be settled or issued at court within three years from the date of your accident, or three years after their eighteenth birthday if the injury is to a child.

Losses without an injury

Your claim must be issued at court within six years from the date of your accident.

If these periods are missed it will mean that you will lose your right to claim damages (barred by the Limitation Act 1980) and you will receive no compensation. Accidents abroad are subject to different timescales and we can advise you accordingly.

Will I have to see a doctor?

Yes you will need to see a doctor for a brief appointment if you have suffered any kind of injury, no matter how minor. The doctor will provide a report on your injuries and any possible treatment, which we may be able to arrange under the claim. The doctor will not be able to prescribe any medication or treatment and you should see your own GP for that in the first instance.

How long could my claim take?

Every claim is different. At this stage it is difficult to give a realistic estimate of how long it will take to settle your claim.

A straightforward claim can be settled within twelve months, but others may take a lot longer. A claim can take longer to settle if liability is disputed, if it goes to court, or if you have suffered complicated injuries.

How much am I likely to get?

The amount of compensation you will receive depends on how badly you were injured, how long it takes for you to recover from your injuries and how much your other losses are. Whilst there are no fixed amounts for injuries, there are past reported cases and guidelines which we consult to give us a good idea of what you should receive.

Do I have to pay the other side's costs?

You will not be responsible to pay the Defendant's costs of the claim if you lose as long as your claim is deemed to be genuine (although there are some exceptions to these rules). If the Defendant makes you an offer which you refuse, but subsequently a lower sum is

recovered, then you may have to pay the Defendant's costs but these would be limited to the amount of damages and interest that you recover. We will discuss your options about this at the relevant time and explore whether you should take out an insurance policy against that risk.

You may also have to pay the Defendant's costs if your claim has been determined to be fraudulent or your conduct has been unreasonable. We will provide detailed advice should these situations arise.

Will I have to go to court?

Over 95% of claims never go to a court hearing. It is very common for issued cases to be "settled" at some point prior to the hearing date.

The most common reasons why a claim is issued into court is an argument about fault for the accident or the amount that is offered in compensation, or the three year anniversary of your accident has expired.

Once a case is issued all parties must adhere to a strict timetable laid down by the court. We will fully explain these procedures to you when we issue proceedings and as your case progresses.

What are uninsured losses?

These are the losses that your own motor insurance policy does not cover. We will attempt to recover these losses quickly, whilst causing you as little disruption and inconvenience as possible.

However, we do need your help to let us have as much necessary information as possible.

What are typical types of uninsured losses?

Examples are as follows:

- Compensation for your personal injuries
- Excess claims
- Replacement car hire charges whilst your car is under repair or off the road

If you are insured third party only or third party, fire and theft then we can recover the cost of repairs to your vehicle. If your vehicle is a total loss we will ask the other side to pay the pre-accident value.

Please let us know as soon as possible if you need to hire a vehicle however you must be aware that hire charges are very difficult to recover from the third party's insurers and you must only hire a vehicle if it is absolutely necessary in all the circumstances. If at all possible, borrow a vehicle from a friend or relative, or use public transport. If you do have to hire, this should be the cheapest vehicle possible, of a similar standard to your own and for the shortest time that you need it for.

It will be extremely difficult to recover hire charges if they exceed the pre-accident value of your own vehicle or the cost of repairs. In circumstances such as these you would be expected to purchase a replacement vehicle or pay for the repairs to your vehicle instead of hiring another

vehicle. When making payment for the hire car please ensure that the garage states clearly on the invoice the registration number, year of manufacture, make of hire vehicle, mileage covered and the exact dates of hire.

Refund of insurance excess

We will need to see either the receipt when you have paid this, or confirmation that it's been taken out of any payment for your vehicle.

Storage and towing charges for your damaged vehicle

You may need to pay the invoice before your car is released.

A claim for loss of use whilst you are without a vehicle or a claim for travel expenses

If you use public transport please keep all tickets/receipts and make a note as to the purpose of the trip. Only use taxis where absolutely necessary and again keep tickets/receipts and make a note of the purpose of the trip. If travelling by another vehicle make a note of the mileage and advise us of the type of vehicle.

Compensation for damaged belongings, clothing and medical expenses

If possible we'll need to see either original receipts or quotes for the replacement cost of any damaged personal property/clothing. Generally you are only able to recover the cost of the item on a 'wear and tear' basis, and not the full replacement value.

Please try and remember the date that you purchased the damaged item and the cost at that time. These items may need to be inspected so please retain them and keep them in a safe place.

Compensation for any loss of earnings whilst you are unable to work

Please note we will require documentation for proof of the above such as payslips and bank statements, and we will need to write to your employer for details so please let us have their address when responding. If you are self employed we will need to see at least three years of accounts.

It is essential in respect of all these losses that you keep any copies of invoices and receipts.

What if the other driver is uninsured or I can't trace them?

The Motor Insurers Bureau can compensate victims of uninsured or untraced motorists however you must have reported the accident to the Police within five days of it happening or as soon as reasonably possible. If you suspect that the other driver has provided false detail, has failed to provide you with insurance details or not stopped to give their details you must report this to the police immediately and obtain a police reference number. The Motor Insurers Bureau can refuse to deal with your claim if you have not reported the matter to the police. We will provide you with further details if we have to take this route.

3. Terms and Conditions of Service

Limitation of Liability

Please be aware that we limit our liability to £10,000,000 which is substantially higher than that required by our Regulator.

Data Protection

All information we hold for you as an individual will be held and processed in accordance with the Data Protection Act 1998. We collect personal data which will include some sensitive personal data and use the data you provide primarily for the provision of legal services to you. In doing so, we will share your information with selected third parties such as Medico-Legal Agencies Argent Rehabilitation Services and/or Premex Services Limited to whom we will forward your data to arrange an appointment with a medical expert.

We are also obliged by Court protocol to check your details against the CUE PI database, which contains records of injury claims/incidents reported to insurance companies over the previous 5 years. We must include a search reference number when submitting a Claim Notification Form to the other side.

Your Medical Records

We may be required to obtain your health records which contain information from almost all consultations you have had with health professionals. The information they contain usually includes why you saw a health professional, details of clinical findings and diagnoses, any options for care and treatment the health professional discussed with you, the decisions made about your care and treatment, including evidence that you agreed, and details of action health professionals have taken and the outcomes. You must contact us immediately if you do not agree as this affects our ability to handle your claim.

Once you start your claim, the court can order you to give copies of your health records to the solicitor of the person you are making a claim against so he or she can see if any of the information in your records can be used to defend his or her client. You do not have to give permission for your records to be released but if you don't, the court may not let you go ahead with your claim and, in some circumstances, we may be unable to represent you. Your file may be requested in other limited circumstances, such as:

- Our Regulator, the SRA, may wish to review our files to ensure that we complying with all of our regulatory and statutory obligations and acting in the best interests of our clients
- We are proud to have both Lexcel and ISO 9001 quality assured standards and as such it may be necessary for us to allow inspectors to view your files. The inspectors will simply check that we met the standard
- External firms, such as your insurance company, may conduct audit and quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files

Your File

We are obliged to keep a copy of your file. If you request your file, we will provide the same subject to payment of our reasonable administration fees of £60 plus VAT and 20 pence per sheet for the copy of the file that we will retain.

Your Right to Complain

We have a documented Complaints Procedure which we will provide on request. Please let your file handler know as soon as possible if you are unhappy with our service.

If at the end of the process you remain dissatisfied, you may contact the Legal Ombudsman who deals with alleged matters of poor service made against solicitors' firms.

They can be reached on 0300 555 0333 or enquiries@legalombudsman.org.uk or write to them at PO Box 6806, Wolverhampton, WV1 9WJ, within 6 months of receiving our final decision on your complaint.

Your Right to Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to your claim which means you have a right to cancel your instructions to us in line with the current statutory period via email, post or by using the Notice attached to your client care letter. However, once you have received our terms of business and we start work on your file, you will be liable for our costs if you subsequently cancel your instructions.

Equality and Diversity

Carpenters are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

Law and Jurisdiction

Our agreement with you to provide legal services and these terms of business are governed by and construed in accordance with English law.

Bankruptcy

Please let us know immediately if you are currently an un-discharged bankrupt, or if you are made bankrupt while your claim is underway.

Call Recording

We may record telephone calls to help us to have a record of your instructions to us and any information that we give to you over the telephone or to monitor the level of service being provided to clients. It is not always possible to provide a recording as there can be technical problems which lead to calls not being recorded or where we are unable to trace the call.

Money Laundering

We comply with the Money Laundering Regulations Act 2007 and associated legislation (Terrorism Act 2000 and Proceeds of Crime Act 2002).

Outsourcing

We may require external third party companies to undertake work in connection to assist in the smooth running of your matter, such as instructing Counsel or other experts. We will have an agreement in place with any such outsourced provider to ensure that we are confident of their ability to work to a certain standard

Electronic Communication

We are happy to use email as a way to communicate with you, but you should be aware that confidentiality cannot be ensured nor can delivery of such mail. If you prefer us not to use email, please let us know.

Rights

Any advice that we give is for your benefit, as our client. Third parties may not use or rely on our advice.

Client Balances

We have a duty under our Code of Conduct to take reasonable steps to return any monies to

you following completion of your matter.

Assessment

Under sections 70, 71 and 72 of the Solicitors Act 1974 you are entitled to have our bill of costs assessed by a court. We are entitled to charge interest on any outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-contentious Business) Remuneration Order 2009.

Conflict of Interest

If a conflict of interest arises then we may not be able to continue to act for you. If you wish to be advised of all conflict situations that may arise please ask your case handler for further details.

Ending the Relationship

You can tell us to stop acting for you at any time. We can only decide to stop acting for you if we have a good reason and can give you reasonable notice. Examples of when we may stop acting are where:

- You do not comply with our reasonable requests for instructions and/or information and/or the relationship breaks down
- There is a conflict of interest
- We cannot obtain instructions from you or your instructions constantly change
- If we do not believe your action has reasonable prospects of success
- If we do not have appropriate funding to fund your action

These are examples only but there may be other circumstances. If either of us ends the relationship, you remain liable for our costs and disbursements we have paid on your behalf plus any costs and disbursements for the transfer of your file to your new advisers.

Fraud Prevention

Please be aware that when we advise the third party insurers of your claim your information may be passed to the Motor Insurance Anti-Fraud and Theft Register (MIAFTA) which is run by the Association of British Insurers (ABI). The aim of this is to help the third party insurers check the information provided and to prevent fraudulent claims. If you do not consent to the insurers passing the information to the ABI, or to the ABI supplying information to the third party insurers regarding any previous incidents you have been involved in, you should let us know immediately. We may share your data securely with Insurers and professional bodies in the prevention of fraud.

Payment to You

Our preferred method of payment is via bankers automated clearing system ("BACS") directly into your bank account. To enable us to do so, your case handler will ask you for your bank details at the appropriate stage of your claim. Please be assured that these details are stored securely within our system and visible only to our finance staff to make the payment. These details are subsequently deleted from our system. We can arrange for payment by cheque if requested. Please note however that we are unable to pay your monies to a third party. Where large payments are concerned, it is company policy to pay via BACS.

Interest

In accordance with the requirements of the SRA Accounts Rules 2011, any money received on your behalf will be held in a client account. We will pay a sum in lieu of interest on monies

held in line with the terms of our payment of interest policy. It is important to note that interest will not be payable in all cases and that the rate received will be lower than that available to you had the monies been invested privately. The written policy is available on request.

Marketing

We may from time to time use your data to market our other products and services or pass your details to reputable third parties to do so. If you do not wish this to happen you may opt-out by informing us next time you contact us.



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