

Client Information Guide



Client Information Guide

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

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

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Section A - After the Accident

Useful Information

1. Liability (who is at fault)

1.1 Proving your case

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

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

There are three ways liability could be decided:

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

To start your claim process running, we will gather all the information we need from you about the accident and notify the insurance company

representing the other driver (i.e. the 'third party' or 'other side'). It will assist greatly if you can provide information about the accident using our online liability uploader tool.

It is important that you are completely open and honest in all the information you provide to us in relation to your claim.

The other driver's insurer has a fixed period in which to admit liability.

If the other driver's insurer denies liability we will advise you on the next steps which vary according to claim type.

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

1.2 How a personal injury claim starts

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

If the other driver's insurer admits responsibility for the accident, then we will value your claim and let them know this value.

If the other driver's insurer disputes

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responsibility, we may gather more evidence about the circumstances of the accident and discuss with you what steps to take next.

1.3 Establishing the identity of the other driver

To enable us to present a claim against the other driver, we will need to find out their details and/or that of their insurer. If you exchanged information with the other driver at the accident scene, we will ask you for these details. Please make sure that you keep these details secure until your claim is concluded. If you do not have these details, we can investigate further.

This might include:

- i. Contacting the police for the other driver's details, if available;
- ii. Carrying out a DVLA search on the other vehicle's registration, if known;
- iii. Carrying out a Motor Insurance Database (MID) search to establish the other driver's insurance details, if a vehicle registration is known.
- iv. Contacting your own insurers

1.4 Investigating liability

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

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

In some cases, it may be helpful for us to have photographs of the accident location. Photographs and/or dashcam and/or video and/or CCTV footage of the scene taken shortly after the accident could be extremely useful in supporting your claim. This is especially important where the layout of the road may have changed, e.g. if there are roadworks. If there are any roadworks or other changes, please inform us immediately.

Please take photographs of the damage to your vehicle, if this is possible. Photographs and/or dashcam and/or video and/or CCTV may help determine the accident circumstances and will assist us if the other driver's insurer does not agree with us about the causes of the accident. If you take photographs/videos, please do so from a safe place and never compromise your own or anyone else's safety.

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Please keep the originals of the photographs and/or dashcam and/or video and/or CCTV footage safely until the end of your claim, but provide copies to us using our online liability uploader as soon as you can.

1.5 The Road Traffic Act

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

2. Claims against uninsured and untraced drivers

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

The MIB may require you to report your accident to the police and request a crime number within 14 days of it taking place,

or as soon as reasonably possible. For this reason we would recommend that you do this as early as you can.

Where the other driver is untraced/unidentified and you have a claim for property damage (e.g. damage to your vehicle, or damage to items that were inside your vehicle), the MIB requires you to report the accident to the police within five days of it taking place (or as soon as is reasonably possible) and then submit an application within three years of the accident. The MIB will not compensate for property damage if it does not have a registration number for the other vehicle.

3. Treatment for your injuries

If you are injured in an accident, you should seek medical attention as soon as possible. We may be able to help you to arrange this using a provider called Ascenti, who provide rehabilitation services to thousands of accident victims every year by finding out if treatment will help and arranging it quickly.

If you would like this assistance, we will arrange for Ascenti to call you to discuss your injuries. Ascenti will tell you whether treatment is likely to help with your recovery and, if it is, they will arrange for you to be treated at a convenient clinic. You will not have to pay upfront for treatment through Ascenti. They will also explain responsibility for

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the cost of treatment, and we will include these costs in your claim.

Alternatively, you may choose your own provider, although you may then need to pay for this treatment upfront.

If you are responsible for treatment fees, we will include them in your claim.

If there is a dispute about who was responsible for the accident, this might delay your treatment. In these circumstances please consult with your GP and discuss your treatment options with them. Your GP may in any event be able to advise you on whether treatment is reasonable or required even where liability is not in dispute.

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 may also mean that you will need to pay the balance of the treatment costs which are not recovered from the other driver's insurers. If your claim does not succeed at all, you will not recover your treatment costs from the other driver's insurers.

In addition, the other driver's insurers may only agree to cover treatment fees for your accident related injuries. Therefore, if treatment has been claimed for a period of time which is outside the accident related prognosis period as stated by a medical expert, you may need to pay the

balance of your treatment costs which are not recovered from the other driver's insurers.

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

If treatment is recommended and you take an unreasonable decision not to follow that advice, your compensation award may be reduced to reflect that choice.

4. Hiring a replacement car

After the accident you may have been offered a replacement vehicle by your insurer or their agent, usually Auxillis. If you arrange car hire yourself, you will be responsible for payment of these expenses; however, we will include them in your claim and try to recover them back from the third party insurer, if you instruct us to do so. However, the hire provider will explain that you are responsible for paying any hire charges, including those relating to a hire vehicle obtained via your insurer or their agent, whether you win or lose your case.

5. Repairing your car

If your car needs to be repaired, your insurer may arrange this for you. Alternatively, they may

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have instructed an agent to act on their behalf. If this is not the case and you make the necessary arrangements yourself, we will include the cost of repairs in your claim and try to recover them back from the third-party insurers, if you instruct us to do so. However, you remain responsible for these repair costs whether you win or lose your case, unless it is covered by your insurers under a comprehensive policy, when you may still be responsible for a policy excess.

6. Recovering damages from the other side - liability

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

7. Claiming for injuries and financial losses

7.1 Uninsured losses

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

Where compensation is payable,

the losses you claim for need to be reasonably incurred and should normally be supported by documentary evidence (e.g. receipts or invoices), as well as evidence from a medical expert. If you aren't sure whether expenses you are going to incur are reasonable or not please refer to the guidance that can be found on the financial losses application on our online portal.

Your losses and expenses are divided into:

- a. General damages
- b. Special damages.

If you are found to be partly or fully responsible for the accident, then you will not be able to recover 100% of the damages in your case. Where we believe this to be likely, we will advise you as soon as possible about what percentage you may not be able to recover. See also point 1.1, above.

In order to prepare your claim, we need full details of all your losses. To help us do this, we will ask you to upload the details and supporting documents using our secure online portal. You will be asked to check the details, and amend or update it with more information and documents, if necessary.

7.2 General damages (injury compensation)

If you have been injured in the accident, you may be entitled to compensation known as 'general

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

To support a claim for injury, we may need to obtain evidence from a medical practitioner (who is referred to as 'the expert').

In the first instance, this will normally be an independent GP. For anything more serious, we may recommend a report from an appropriate specialist medical consultant.

If a consultant or other specialist is instructed, they may need to review your medical records and notes to become familiar with your medical history. You should also be aware that we may need to see your medical records. To allow this, you will need to sign a Medical Authority form, which will give the consultant and us access to your medical records.

If you have any medical history which is relevant (e.g. if you have experienced similar symptoms, were involved in another accident or were injured before or after this accident), it is important that you inform us of this before we ask the expert to provide a report. It is possible that the other driver's insurer may also want you to attend a further appointment, so that you can be examined by an expert of their choice. This does not

usually happen but may in a complicated or serious injury claim. If this request is made, we will advise you.

It is important that you give a wholly truthful account of your injuries to us and the medical expert and that you do not exaggerate or misrepresent the existence or severity of your injuries. You should also answer truthfully any questions that the medical expert and we may ask you about your pre and post-accident medical history. If you fail to do so, you are likely to lose the ability to pursue the whole of your claim.

7.3 Claims involving children

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

When medical evidence has been obtained, the child has fully recovered, and a settlement offer has been received from the other driver's representatives, we will provide the necessary documentation to a senior experienced lawyer who will give us their formal opinion about the

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offer. After a settlement figure is agreed the next step will be to ask a judge to approve the figures. Usually the child and the litigation friend will need to attend at court, so that a judge can assess whether a settlement offer for the child's claim is reasonable. If the judge approves the settlement, any compensation received will be held by the court in a trust in the child's name until their 18th birthday.

It is important to note that a judge may not approve a settlement if the child continues to suffer from the injuries they received in the accident.

If you act as a Litigation Friend, you will be expected to take an active role in the minor's claim. You will be required to complete various documents and act in their best interests at all times.

7.4 Special damages (financial losses)

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

The Court will only award you

your reasonable losses. There may be a shortfall between what you have lost/spent and what may be recoverable from the other driver's insurers.

7.4.1 Examples of special damages:

a. Comprehensive insurance - policy excess

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

If the vehicle was written off by your insurer, you will have received a payment from them for the value of the vehicle immediately before the accident, minus the amount of the policy excess. If your insurer has sent you a letter confirming this, please send us a copy.

b. Non-comprehensive insurance - repair or write-off value

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

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vehicle inspected.

It is important that you let us know the full address of the place where the vehicle is being stored as soon as possible, especially if there are storage charges involved - see (c), below.

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

Please take photographs of the damage before you dispose of your vehicle.

c. Storage charges

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

If your insurance is not comprehensive, it is really important to note that you will be responsible for payment of storage charges yourself. You need to limit these charges by arranging for your vehicle to be inspected, removed from storage or arranging for it to be scrapped as soon as possible.

We recommend you move your vehicle to a place of free storage, if possible. We can include reasonably incurred storage fees in your claim if you instruct us to do so - please provide us with a copy of the storage invoice.

d. Loss of use of your vehicle

If you cannot use your vehicle as a result of the accident and you do not have access to another vehicle that you can reasonably use, you may be able to claim for inconvenience caused. You can normally claim from the date of the accident until the date you get your vehicle back from the repairer, or until shortly after the date you receive a cheque for the value of your vehicle, as long as you were not responsible for any delay and didn't have a replacement vehicle.

The amount claimed is not fixed and will be based on any inconvenience suffered by you. We will ask you how you were inconvenienced, and you will need to prove that you were inconvenienced by not having your vehicle, and that there was no other vehicle available to you.

Section A - After the Accident (cont.)**e. Hire-vehicle charges**

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

If you are considering hiring a vehicle, please contact your insurer or their agent (see point 4 above).

Although we will include the reasonable cost of hire charges in your claim, you remain responsible for your hire charges, whether you win or lose your case. The hire company may ask you for repayment of the full amount of the hire charges irrespective of the outcome of your case. In practice, most hire companies will adopt a pragmatic approach where hire charges are not recoverable in full or in part, but we cannot guarantee that this will be the case.

f. Transport costs

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

However, if your vehicle can be repaired or replaced, you should

have this done as soon as possible.

If you receive lifts from friends or relatives that you would not normally be given (e.g. to take you to treatment appointments) and have made a contribution towards petrol costs, please keep a note of the journey details (i.e. dates and destinations), the approximate distance travelled and the amount you paid, and provide us with the details.

g. Loss of earnings

If you have been, or will be, off work as a result of the accident and you may lose income because of this, you will need to prove this loss, which normally means us writing to your employer to obtain the relevant documentary evidence.

Usually, you will only be able to recover net loss of earnings, i.e. the amount you receive after tax and National Insurance have been deducted. It is important that you keep copies of your payslips from before and after the accident, to prove what you were earning before the accident and to calculate what you have lost as a result of your absence.

If you are still off work and are not sure when you will be returning, please let us know.

Please note that even if you have been paid in full by your employer during your absence, you may have a contractual obligation to include these

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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 check your employment contract and provide a copy to us.

If you are self-employed, please confirm this to us. Loss of earnings claims for self-employed persons are often complex and require detailed documentary evidence, such as profit and loss accounts, tax returns and tax assessments. Please keep these documents safely and upload them on our online portal. If you have an Accountant, we may need to liaise with them.

You should keep a note of any further days or periods you have taken off work as a result of your injuries (for example, to attend appointments for medical treatment) and also retain any sick notes provided by your GP, as they may be useful in proving this aspect of your claim.

Please note that if you are unable to provide adequate evidence of a loss of earnings, it may not be possible for us to put forward any claim at all on your behalf for the loss. This is because we are obliged by our regulator to ensure that any claims pursued on your behalf are properly claimable, and that means being supported by evidence.

h. Lost or damaged items

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

You are entitled to recover the pre-accident value of an item, not the replacement cost. We will advise you about this as the need arises.

Please keep the damaged items, as the other driver's insurer may want to inspect them. If possible, take photographs of the items and upload them on the online portal.

i. Other losses and expenses

We have given examples of typical circumstances or items that you may be able to claim expenses for, but this is not intended to be an exhaustive list.

If there are any other losses or expenses which you think may be related to the accident, supply us with details and provide any documentary evidence (e.g. receipts) that you have as proof. Some types of expense which

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you may incur because of your accident are listed below:

Medical fees

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

Medication/prescription charges

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

Travel expenses

You can claim expenses for travelling to your treatment appointments. Keep a record of the reason for travel, the date and distance travelled and the amount you paid, and keep any receipts. You are not entitled to claim expenses for travelling to see an expert preparing a report to support the claim.

Travel by others

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

Equipment, aids etc.

If you have to buy small items, such as a neck or back

support, you may be able to claim for them. Please provide us with copies of the receipts. Larger items (e.g. an orthopaedic bed) usually need to be recommended by a medical expert.

Household help

If you have been injured, you may need help from your partner, spouse or other family members after the accident.

For example, you may need assistance with bathing and dressing, or with getting in and out of bed. They may have to make meals for you, drive you to appointments, carry out housework or do your shopping. You should make a careful note of who assisted you, when, and for how long, as you may be able to claim for help given to you by relatives, even if they provide it for free. If you believe a claim for household help is justified, please confirm this on our online portal.

Increased bills

If you have been seriously injured, you may find that your gas and electricity bills have increased, perhaps because you are spending more time indoors or because you find that a warmer atmosphere eases your symptoms. If you think your bills have increased and that

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this is related to your accident, please send us bills for the periods before and after the accident, so we can compare them and advise you further.

✉ Holidays

You may be prevented from going on holiday because of your injuries, or your holiday may be cancelled or spoiled because of your injuries. This is something you should mention to the doctor at your medical examination.

If cancellation of your holiday involves financial loss, you should let us know and provide documentary evidence (e.g. invoices or receipts). We will need to know if you have made a claim under your travel insurance policy.

✉ Pastimes

You may be prevented from pursuing certain activities (e.g. sports) because of your injuries. If this is the case, please tell us and the examining doctor. If membership fees for clubs have been wasted as a result, you should provide us with details of the relevant fees, along with supporting documents (e.g. copies of contracts, receipts) as evidence. It may be possible to recover compensation for any unused membership fees as a specific sum. But,

sometimes a Court may treat your inability to participate in membership clubs as a loss of amenity, as part of your claim for general damages.

j. Ongoing and future losses

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

k. State benefits

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

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

In general, the compensator is entitled to off-set certain state benefits against related heads of special damages on a "like for like" basis. Although the

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compensator may pay the DWP for a sum equal to your benefits, in practice, your damages may be reduced by the same sum.

It is very important that you tell us if you, or anyone living with you, receives any state benefits, as entitlement to these may be affected if you receive compensation. If your claim involves state benefits, we will advise you on how to proceed.

IT IS UP TO YOU TO BE ABLE TO PROVE YOUR LOSSES TO THE COURT. YOU MUST KEEP RECORDS AND DOCUMENTARY PROOF OF YOUR EXPENSES. THE COURT WILL NOT AWARD DAMAGES FOR LOSSES WHICH ARE NOT PROPERLY SUPPORTED BY REASONABLE EVIDENCE, AND WE MAY NOT BE ABLE TO PUT THEM FORWARD AT ALL ON YOUR BEHALF WITHOUT SUCH EVIDENCE.

8. Access to your file

You are welcome to ask us questions about your claim. You will also be able to view the progress of your case online. To do this, you will need to go to www.admirallaw.co.uk, click on the Admiral Law Extra Log-in and log on using the account name and password we provided to you. As well as viewing your case details and using our uploaders, you can also post a message directly to your Case Handler using the Post Message function.

9. Protecting your identity

Throughout the course of your claim, if we speak to you on the

telephone, we will always check your identity at the beginning of each phone call. We will do this by asking you to answer security questions.

To help us protect your information, please be ready to answer these questions when we speak to you. In some cases, we may ask you to supply documentary evidence to confirm your identity. If we do ask for this evidence, we are unlikely to be able to progress your claim until it is provided.

10. The claims process

10.1 Time limit for bringing a claim

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

For claimants under the age of 18, both time limits start on their 18th birthday. These time limits may be extended only in very

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limited circumstances and it is important that you contact us immediately if these time limits are approaching or have passed, so that we can advise you on what to do.

10.2 Court proceedings

Formal court action is not necessary in most cases. Depending on the nature of your injuries and the other driver's response on who was at fault, along with any other relevant factors, we will advise you about when proceedings should be issued. Once they have been issued, the court will set the timetable that we must follow in order to bring the matter to a trial, whether that be about fault only, or a final hearing/trial dealing with all issues. The vast majority of cases settle before trial. However, we need to prepare your case on the basis that it may go to court.

You will be expected to enable us to follow the Court timetable. This means taking certain steps at particular times. It is important that you cooperate with us promptly if we request that you take a step or sign a document in connection with Court Proceedings. If you fail to do so, your case is at risk of being struck out. We will give you separate guidance on what will happen if your claim does proceed to a Trial.

11. Summary of steps in a claim

We receive details of your case

from your insurer and contact you;

- We speak to you and help you gather initial information needed; additional information may be provided by you online; we assess the merits of your claim, send you a summary of it (that you may be required to sign) and notify the other side of your accident;
- Where required, you provide us information to support your claim;
- You tell us whether you need treatment, care, vehicle repairs or a hire car;
- We obtain medical evidence to support your injuries;
- Based on your injuries and expenses, we work out a value for compensation;
- We send our evidence to the other driver's representatives and, with your agreement, either offer to settle your claim for the amount we discussed or seek offers;
- We attempt to negotiate settlement with the other driver's representatives;
- Once the settlement amount has been agreed, you will receive your compensation. If we have obtained an interim compensation payment on your behalf at an earlier stage in your claim, this sum will be deducted from the final

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compensation sum that you receive;

If an acceptable amount cannot be agreed, we discuss

the next steps with you, including whether it is appropriate to commence legal proceedings.

Section B - Our Service Standards

1. Introduction

Admiral Law is committed to providing an appropriate and effective service of the highest quality to its clients.

2. Response times

We have developed service standards that will ensure your claim is dealt with appropriately and effectively. These service standards will be confirmed in our initial correspondence with you.

3. Case review

Your Case Handler or case handling team is responsible for the initial assessment of your claim and advice as to how it should progress, including timescales. The Case Supervisors may be involved in reviewing your case with the person/team assigned to it.

As the case develops, if necessary, we will send you further advice explaining the progress of your case and the next steps to be taken.

We are under a duty to always give you a frank assessment of the merits of your claim and what is realistic in terms of the damages you may hope to recover. Sometimes, this means giving you unwelcome advice, including advice that you have no reasonable prospects of success or that you will not recover the amount of damages that you may hope to achieve. Your prospects of success may fluctuate over the length of your case and your prospects of success will be reviewed as further evidence becomes available, including the evidence received from the other

side.

4. Complaints system

We expect that you will receive a comprehensive, appropriate and effective service.

In the unlikely event of a problem arising or your being dissatisfied with the service provided, we have a comprehensive complaints procedure.

Initially, you should raise the matter with the person dealing with your case or another more senior member of the department (such as your Case Supervisor), who will try to resolve your concerns. If you remain dissatisfied, you should let the person dealing with your case, or the other person handling your concerns, know that you want to make a formal complaint. He or she will then refer the matter to the compliance team, who will contact you to set the complaints-handling process in motion.

Section C - Legal Costs

Legal Costs

General information

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

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 do not have Legal Expenses Insurance as part of your motor insurance policy, please go to point 2 below.

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

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

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

"Our Agreement with You" may also be in conjunction with a Collective Conditional Fee Agreement (CCFA) with your legal expenses insurance policy or another party. A CCFA is a contract we have entered into with your BTE or other insurers, which collectively covers certain policyholders, including you.

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

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

2. Conditional Fee Agreement (CFA)

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.

Please read this section if you do not already have Legal Expenses Insurance which covers the costs of this claim. What is a CFA?

The Conditional Fee Agreement is a contract between you, as a client, and us, as solicitors. Or it may be a Collective CFA with the insurer who referred your claim to us.

Section C – Legal Costs (cont.)

Without this contract, we will not be able to reclaim costs when your claim ends. Please pay particular attention to the circumstances that would lead to you paying us personally. You may still be liable for expenses incurred on your behalf, such as court fees or medical report fees.

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. It should be read in conjunction with this guide, your ATE policy and our Terms of Business.

“Our Agreement with You” may also be in conjunction with a Collective Conditional Fee Agreement (CCFA) with the insurer who referred your claim to us. A CCFA is a contract we have entered into with insurers, which collectively covers those referred to us, including you.

We will act for you under the terms of those agreements.

If you agree we may charge a fee which is conditional on success and is retained from your damages; a success fee. If we do, you pay it only if the claim succeeds. We will provide more information in your own claim.

2.1 Obtaining after the event insurance

For your protection, we usually insist that you have some legal insurance in place before we agree to act under any type of CFA.

Without it we may refuse to act for you.

We can arrange appropriate Legal Expenses Insurance after your accident – called ‘after the event’ (ATE) insurance – to cover you against the potential risk of paying costs if you lose the case, if you do not already have this.

This policy will also cover you against the premium of the ATE policy, if your claim is not successful. The policy ensures that, as long as you follow our advice, you will not have to pay any legal costs or expenses from your compensation save for the success fee, if any, and the ATE premium itself.

You will have to pay the premium if the claim is successful, so we will assess whether you need it. If we arrange an ATE policy for you, we make our recommendations as an incidental part of the services we provide to you. We have not carried out a full analysis of all the insurance contracts available on the market and therefore, our recommendation is limited in this respect. We, as a Company, are not contractually obliged to conduct insurance distribution activities with one or more insurance undertakings. Details of the insurance undertakings with which the Company conducts business are available on written request. We draw your attention to our Terms of Business.

For cover to continue under the ATE 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. We may be under an obligation to advise your LEI insurer

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

Notes
