



THOMPSONS  
SOLICITORS

STANDING UP FOR YOU

Working with us:  
Important information about  
your personal injury case

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# Our pledge to you

**Thompsons Solicitors has been standing up for the injured and mistreated since Harry Thompson founded the firm in 1921. We have fought for millions of people, won countless landmark cases and secured key legal reforms.**

We have more experience of winning personal injury and employment claims than any other firm – and we use that experience solely for the injured and mistreated.

## **Thompsons will stand up for you by:**

Staying true to our principles – regardless of how difficult our job is made by government, employers or the insurance industry

Remaining committed to the trade union movement, working closely with them and with professional associations for the benefit of working people everywhere

## **Thompsons pledge that we will:**

Work solely for the injured or mistreated

Refuse to represent insurance companies and employers

Invest our specialist expertise in each and every case

Fight for the maximum compensation in the shortest possible time

Be open and transparent about fees and costs

*standing up for you*

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The Spirit of Brotherhood  
by Bernard Meadows

## About Thompsons

**At Thompsons – the UK’s most experienced personal injury law firm – we only work for the victims of accidents and injuries. We never represent insurance companies.**

Thompsons has led the way in creating new laws for working people by:

- Bringing the first group cases for asbestos
- Establishing that people who had been exposed to asbestos but who had not worked directly with it (known as “neighbour” cases) could bring claims
- Fighting the claims that established the right to compensation for ‘welders lung’
- Winning the first stress claim case in the UK
- Succeeding in the Court of Appeal in the case of *Cox v MOJ* to extend the law on vicarious liability
- Winning key cases for injured people suffering from bladder cancer, silicosis, latex allergy and occupational asthma
- Recovering for our clients the highest average compensation - out of hundreds of law firms - in the miners' scheme cases
- Taking on board the cases that established the right of workers to get compensation for deafness

And every year we recover over £200 million in compensation for people who don't make legal history, but for whom we fight just as hard.

But we don't just deal with personal injury. We are also proud to help trade union members with issues such as, dismissals, discrimination and equal pay through our specialist Employment Rights department.

To find out more about Thompsons, go to [www.thompsons.law.co.uk](http://www.thompsons.law.co.uk) or call 0800 0 224 224.



## Our aim

We strive at all times to provide a high quality service and a standard of care in which you can be completely confident. Our aim is to get the maximum compensation for you in the shortest possible time.

That means we will:

- Use plain language
- Keep in regular touch
- Respond quickly
- Keep you fully informed
- Give independent advice

## Our lawyers

All of Thompsons' lawyers receive extensive training in the law relating to personal injury. A team of lawyers will work on your case and we will give you the names of the person or people to contact at each stage. If you cannot get hold of them for some reason you can speak in complete confidence to another team member who will have the knowledge and experience to help you with your query.

If your lawyer wants to meet with you, rather than discuss the circumstances of your claim over the telephone, they will arrange an appointment to meet you at a time and a place to suit you. They will also make any adjustments necessary to accommodate any disability you may have.

## Our offices

**Our offices are open Monday – Friday 9am – 5pm.**

If you need to contact us outside these hours, just ring and leave a message and we will call you back.

## Our equality and diversity policy

**As a trade union law firm, equality and diversity are at the heart of what we do.**

Thompsons is therefore committed to promoting equality and diversity in all our dealings with you and we would be happy to forward a copy of our policy if you would like to see it.

## Mutual responsibilities

### We have certain responsibilities that we owe you.

#### These include an obligation to:

- Review your case regularly
- Advise you of any changes in the law
- Advise you of any circumstances and risks that we know about that could affect your case
- Negotiate a settlement in your case if that is possible, but issue court proceedings if not

We will always discuss with you any major steps you take in your case

#### We need you to:

- Tell us what you want us to do clearly, accurately and within reasonable time limits
- Provide us with all the documentation we need within the time we need it
- Keep safe any documents that might be needed for a future court case
- Tell us of any change in your address or contact details straight away
- Tell us if you are considering declaring yourself bankrupt, are bankrupt, or have in the past been bankrupt

## What do we have to do?

**To receive compensation, you have to prove that someone else was to blame for your injuries. So the first thing we have to decide is whether your case is one that will succeed.**

We will write to you with details of next steps at the outset of your claim. These might include obtaining appropriate medical evidence and gathering information from witnesses to support your claim.

As part of the claim, we will ask for compensation for your pain and suffering (both in the past and possibly the future), as well as any expenses that you incur because of the accident or illness. Expenses could include loss of wages, travelling costs and prescription fees. It's really important to keep all receipts.

## Bringing your claim

**It is important to make your claim as soon as possible, that way it will be fresh in your mind.**

The law states that an injured person should commence court proceedings **within three years** of the date of the accident or **within three years** of the date they knew or ought to have known that their symptoms were caused as a result of the negligence of someone else. If that three year time frame has expired, the injured person may be prevented by the court from bringing a claim for compensation.

If you have been the subject of an assault or other crime of violence, then a claim must be submitted to the Criminal Injuries Compensation Authority **within two years** of the date of the assault.

## Reporting

It is important that you report the accident to the relevant person or authority. For instance, your employer (if it happened at work), the local council (if you tripped on a pavement) or the police (in a road accident or assault).

**We know you are honest but the insurers defending your claim will try and ‘prove’ you aren’t telling the truth.**

The insurance industry is keen to reduce claims and maintain their profits – have a look at our website campaign about car insurers to see what we mean – [www.thompsons.law.co.uk/cutpremiumsnow/](http://www.thompsons.law.co.uk/cutpremiumsnow/)

Of course it’s never been acceptable to make up what’s wrong with you or how badly affected you are by an injury but now there is a new concept that has been introduced in personal injury cases. It means that exaggeration of your condition or its impact can be determined by court as ‘fundamental dishonesty’ and that means your compensation can be reduced to £0.

Now it's more important than ever that you:

- Tell us anything that might affect the value of your claim;
- Are completely open with any doctor we send you to about your injuries; and
- Provide any expert you see in the course of your case with clear and truthful details about your symptoms and how they affect you at work and in your hobbies.

If you have any questions email or call the lawyer working for you whose details will be on the letters you get from us.

## Medical examinations

We may ask you to undergo a medical examination to show the cause and extent of your injuries and their effect on you. The doctor is very likely to be someone you have not seen before as it is important they are independent.

This is nothing to be worried about and is a way of strengthening your case. The medical expert may wish to have sight of your medical records. If the expert does want to see them, we will send you forms of authority to sign for the release of your records from your GP or the hospital you attended.

If you are still experiencing symptoms as a result of the accident, we can arrange for you to have appropriate treatment to help you get better; This treatment is often referred to as 'rehabilitation'. For example, you may need physiotherapy after your accident or you may require counselling if the accident has caused you a psychological upset.

## Disability

**As a result of your accident or injury, you may be entitled to protection from discrimination by your employer due to disability (such as being passed over for a promotion or even being dismissed).**

The Equality Act 2010 defines disability as a physical or mental impairment which has a substantial and long term adverse effect on your ability to carry out normal day to day activities. "Long term" means at least 12 months.

If you think you have been discriminated against, seek advice immediately. This is important because there is a time limit of three months in which to make a Tribunal claim from the date of the discriminatory act.

## Benefits

**If you have an accident, are the victim of an assault, develop an industrial disease or are involved in a road traffic accident, you may be entitled to state benefits.**

If you are in any doubt about what you may be eligible to claim, ask the person dealing with your case. You may have to repay any benefits you receive from your compensation package, but again we will explain all this to you.

Your union, the Citizens Advice Bureau or the Department for Work and Pensions (DWP) can help with processing any claims.

## Benefits cap

**Please note that there is a limit on the total amount of benefit that most people aged 16-24 can receive. Details are available at [www.gov.uk/benefitcap](http://www.gov.uk/benefitcap)**

## Statutory Sick Pay

**Statutory Sick Pay (SSP) is paid to employees by their employer for up to 28 weeks if they are off sick from work.**

To qualify for SSP you must be incapable of work for 4 or more days. A GP's fit note is normally required after 7 days absence.

It is important to tell your employer you are sick before their deadline or within 7 days if they do not have one.

SSP is payable at a fixed rate and is treated like other earnings. It is therefore subject to Tax and National Insurance but it is not means tested nor is it dependent on National Insurance contributions.

However, your earnings must at least equal the Lower Earnings Limit, which changes every year. Up-to-date rates can be found at [www.gov.uk/topic/business-tax/pay](http://www.gov.uk/topic/business-tax/pay)

Your contract of employment may provide for payment of occupational sick pay over and above SSP, so it's worth checking whether it does.

Agency workers are entitled to SSP providing the above criteria are met.

## Employment and Support Allowance

**Employment and Support Allowance (ESA) is paid to anyone whose incapacity means they have to be off work for longer than 28 weeks.**

ESA is made up of contributory and means-tested parts. To receive the contributory element of ESA the applicant must have paid sufficient National Insurance contributions or have sufficient credits, such as women who have stayed at home to look after children.

To receive the means-tested element of ESA an applicant is assessed financially and their level of savings and household income looked at. This element is payable even if an applicant does not have sufficient contributions or credits.

Applicants can receive either the contributory element or the means-tested element or both depending upon their contribution record, income and capital.

Applicants must have a Work Capacity Assessment while the claim is being processed.

Applicants will be expected to take appropriate steps to help prepare for work, including attending a series of work-focused interviews with a personal advisor.

Applicants with an illness or disability that is too severe to undertake any form of work related activity will get increased financial support and will not be expected to prepare for return to work.

Applicants with a terminal illness will have claims fast-tracked and will not be expected to participate in work focused health-related assessments.

The benefit is payable by Job Centre Plus and a claim can be made by telephoning – 0800 055 6688 (Textphone: 0800 023 4888).

## Other Benefit Payments

### Working Tax Credit

This is paid to low paid workers, with or without children, who are in full time paid work. Full time paid work is:

1. At least 16 hours per week if you or your partner are responsible for a child or qualifying young person (or 24 hours between a couple with one of you working at least 16 hours)
2. At least 16 hours per week if you have a physical or mental disability which puts you at a disadvantage in getting a job and you qualify for a disability element
3. At least 16 hours per week if you or your partner are at least 50 and qualify for a 50+ element
4. At least 30 hours per week if you are aged 25 to 59.

### Child Tax Credit

This benefit is paid to families with children, whether they are in paid work or not. You do not have to have paid National Insurance contributions to qualify. This is a means-tested benefit.

You cannot claim tax credits and Universal Credit at the same time.

### Universal Credit

This benefit is being introduced in stages across the country. Universal Credit will replace Jobseeker's Allowance, Housing Benefit, Working Tax Credit, Child Tax Credit, Employment Support Allowance and Income Support.

Applicants have to accept a "Claimant Commitment" if they wish to get Universal Credit, and this is an agreement that the applicant will complete certain tasks.

Further information can be obtained from the Universal Credit Helpline: 0345 600 0723 (Textphone: 0345 600 0743).

## Industrial Injuries Disablement Benefit

**Industrial Injuries Disablement Benefit (IIDB) is payable if you are disabled as a result of an accident at work or a disease caused by a job.**

To qualify you must (generally) establish:

1. You were employed
2. You suffered a personal injury in an industrial accident or are suffering from a prescribed industrial disease
3. As a consequence are 'disabled' and are defined as having at least 14% disablement

Disablement is assessed by comparison to a person of the same age and sex as yourself whose physical and mental condition is normal.

Jobcentre Plus has a list of diseases known to have a link to particular occupations and these are known as 'prescribed industrial diseases'.

IIDB is not means-tested, nor is it subject to National Insurance contributions. It does not affect any other national insurance benefit such as Incapacity Benefit or Retirement Pension. However, IIDB will affect income-related benefits that you or your partner receive such as Income Support, Housing Benefit and Council Tax Benefit.

Do not delay in claiming because IIDB cannot be paid for a period of 3 months before the date of your claim. However, you are not able to obtain the benefit for the first 90 days (not including Sundays) after your accident and you should therefore consider claiming 2 months after the accident.

The Jobcentre Plus medical will assess the percentage disablement. No payment will be made if the disability is less than 14%. Over 14%, the amount of benefit payable will depend upon the percentage disability.

If the assessment is less than 14%, providing it is registered at the time of assessment, it can be added to subsequent assessments in respect of further industrial accidents or disease. Even if each assessment is less than 14%, a payment of benefit will be triggered if, when added together, the assessments exceed 14%.

Awards of benefit are made for the period you are expected to continue to suffer from the relevant loss of faculty and can be made for an indefinite period.

## Disability Living Allowance (DLA)

**DLA is a tax free benefit for people aged under 16 and over 64 who need help looking after themselves or help with household tasks such as cooking, as well as people who find it difficult to get about.**

You can get DLA whether or not you work and it is not usually affected by any savings or income you may have.

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## Personal Independence Payment

**This benefit is currently payable to those aged 16 to 64 who have a long-term health condition or disability and difficulties with activities related to daily living or mobility.**

To be eligible you must have had the difficulties for 3 months and you must expect them to last at least 9 months (unless you are terminally ill and you don't expect to live more than 6 months).

Daily living and mobility are each made up of two components: standard and enhanced. It depends on how your condition affects you as to whether you get one or both of these components.

Claims can be made by telephoning 0800 917 2222 (Textphone: 0800 917 7777).

There are special rules which apply if you were born after 8 April 1948, are aged over 65 and were previously receiving Disability Living Allowance; you will be invited to apply for Personal Independence Payment. You do not need to do anything until you are contacted by the Department of Work and Pensions.

## NHS Injury Benefits

The NHS Injury Benefit Scheme forms part of the terms and conditions of NHS employment. Benefits are available to NHS employees who have suffered an injury attributable to their duties.

Where the accident, disease or other health condition was sustained before 31 March 2013, an application can be made for Temporary Injury Allowance (TIA) or Permanent Injury Benefit (PIB).

Where the accident, disease or other health condition occurred after 31 March 2013 the application will be for Injury Allowance. The Injury Allowance scheme is administered by employers.

If compensation is received for an injury this will be taken into consideration when the level of Injury Benefit award is assessed. This may mean that some or all of any NHS Injury Benefit may need to be paid back from any compensation received. This is why it is important for you to tell us if you are receiving any of these benefits.

If you have queries about your entitlement to these benefits you should seek advice or raise them with your human resources department.

## Civil Service Pensions Injury Benefits Scheme

The CSPIBS scheme provides benefits to members who suffer reduced earning capacity as a result of injury at work suffered in the course of official duty. It is a 'no fault' scheme and entitlement to benefits does not mean that a member necessarily has a personal injury compensation claim that is likely to succeed.

Members wishing to apply for these injury benefits are advised to contact their union and/or their department/agency's superannuation section in the first instance.

## Recommendations

If you are satisfied with the way we handled your case, please recommend us to your family and friends.

We can also help members of your family, with any non-work related accident injury claim, as well as offering "no win, no fee" terms to a friend if they get injured.

*“Could not have had a better service than I received with Thompsons solicitors. The solicitor was the most thoughtful and helpful person, he returned my calls promptly and kept me informed on a regular basis.”*

David

*“The level of professionalism from beginning to end made me feel comfortable and secure in our judgement. I have nothing but praise to you and your firm. I would definitely recommend you.”*

Robert

*“From the start of my case through to settlement my solicitor kept me up-to-date with every detail, which I thought was excellent. I was always impressed with Thompsons.”*

Carol



## Our complaints system

**If you feel unhappy with the way we have dealt with your case, we will handle your concerns quickly and fairly.**

The best thing to do is to contact the person dealing with your matter first of all. If you still feel that your complaint has not been properly dealt with, you should get in touch with the Branch Manager of the office dealing with your case or the person named on the first letter we send you.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Their contact details are: **0300 555 0333** [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

The SRA (Solicitors Regulation Authority) Handbook sets out the standards and requirements that regulated solicitors are expected to achieve and observe. The most recent version of the Handbook can be found on the SRA's website at <http://www.sra.org.uk/solicitors/handbook/welcome.page>

## Useful contacts & information

### Brake – A National Road Safety Charity

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01484 559909  
[www.brake.org.uk](http://www.brake.org.uk)

### Department for Work and Pensions (DWP)

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For information about benefits

Freephone  
0800 882 200  
Textphone  
0800 243 355

For information about Pneumoconiosis (Workers' Compensation) Act 1979 and 2008 Diffuse Mesothelioma Scheme

Freephone  
0800 279 2322  
[www.gov.uk/dwp](http://www.gov.uk/dwp)

### Headway – The Brain Injury Association

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Freephone  
0808 800 2244  
[www.headway.org.uk](http://www.headway.org.uk)

### Mesothelioma UK (the National Macmillan Mesothelioma Resource Centre)

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Freephone  
0800 169 2409  
[www.mesothelioma.uk.com](http://www.mesothelioma.uk.com)

### Road Peace – The National Charity for Road Crash Victims

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0845 4500 355  
[www.roadpeace.org](http://www.roadpeace.org)

### UKABIF – The United Kingdom Acquired Brain Injury Forum

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0845 608 0788  
[www.ukabif.org.uk](http://www.ukabif.org.uk)

## Terms and conditions

### Legal Status

Thompsons Solicitors is a trading name of Thompsons Solicitors LLP, a Limited Liability Partnership registered in England and Wales (registered number OC356468) and regulated by the Solicitors Regulation Authority. The word "Partner" used in relation to Thompsons Solicitors refers to a member of Thompsons Solicitors LLP. A list of members of the LLP is available for inspection at each office.

Thompsons Solicitors LLP registered office is at Congress House, Great Russell Street, London, WC1B 3LW.

Telephone: 0207 290 0000

Email: [enquiries@thompsons.law.co.uk](mailto:enquiries@thompsons.law.co.uk)

### What is an LLP?

LLP status is an alternative to the traditional partnership model. It is an alternative corporate structure that gives the benefit of limited liability and more flexibility.

### Insurance

The LLP, of course, as required under the Solicitors Indemnity Rules, maintains professional indemnity insurance. That insurance is with WR Berkley Insurance (Europe) Ltd of 40 Lime Street, London, EC3M 7AW. The policy number is VH00846Q499.

### VAT

Thompsons Solicitors LLP is registered for VAT purposes with VAT registration number 227 857 923

### Data Protection

The LLP complies with The Data Protection Act. We hold information about you in order to comply with your instructions.

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

### Vetting of files and confidentiality

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

### Money Laundering

Thompsons Solicitors are required to obtain evidence of the identity of its clients.

### Storage of Documents

Please note that your file of papers will be retained for a period of six years from closure of the file, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after your matter is concluded. We will not destroy documents you ask us to deposit in safe custody.

### Outsourcing of Work

Sometimes we ask other companies or people to instruct medical experts on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers.

## Emails

If you contact us by email or you print an email address on any letters we receive we shall assume that you have no objection to its use, unless you tell us not to use email. We shall also assume that we have the right to communicate with you and action the work we are doing for you using unencrypted email.

## Financial Services & Markets Act 2000

The firm is not authorised under the Financial Services & Markets Act 2000. We are however included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for redress if something goes wrong, is regulated by the Solicitors Regulation Authority.

## Privacy Policy

### Your information and privacy is important to us

As a data controller we strive to comply with the requirements of the Data Protection Act 1998.

We'd like you to know how we collect and use information and what we do to safeguard any information you give us. If, after reading our Privacy Policy, you have any questions, just send an email to [enquiries@thompsons.law.co.uk](mailto:enquiries@thompsons.law.co.uk) and we'll get back to you.

### Why we collect information about you

There are several reasons for this:

- to help us provide the best, most efficient service to you
- to detect and combat fraud
- to identify you (by asking security questions such as your date of birth) before disclosing confidential information

### Where we get the information from

When you use our service we will ask you to tell us, for example, your contact details and date of birth. There are also public sources of information that we may use such as Directory Enquires.

### What sort of information we collect

When we are dealing with your case you may reveal some information that could be considered to be 'sensitive' as defined by the Data Protection Act 1998: information about your ethnic background or state of health, for example. You can be confident that we will only use this type of information for the specific purpose you provided it.

### Who we share the information with

We will never sell your details to third parties for marketing purposes. We will of course need to pass your details to other people – our experts, for instance – who need these to work on your case. We may also disclose information to authorities such as the Police and the Inland Revenue, but only where required or permitted by law or necessary in your case to do so.

If a claim is made on your behalf there is certain information that we have to provide to other side. You should be aware that insurers share information about individual claims amongst themselves.

We will ask you to consent to us processing and disclosing your information in the pursuit of your case.

## Funding your claim

### What are the funding arrangements for my case?

**If you are a Union member it is all free, win or lose, otherwise we offer an agreement that is truly 'no win, no fee': if you lose, we don't get paid and there is no charge to you (see below about charges if you win).**

We ask you to sign an agreement called a Conditional Fee Agreement ("CFA"). As long as you comply with the conditions of the CFA and take out any insurance we recommend, if your case is lost you won't have to pay anything towards your opponent's costs of the action.

#### No Hidden Charges

So that we can offer a truly 'no win no fee' agreement we will 'carry' the costs that must be paid in pursuing your case – things like court fees and for medical reports – as we go along. We will not send you bills to pay as your case progresses or charge you for our work until the end of the case.

#### If You Win

If you win your case we will seek to recover all of our basic fees, disbursements and interest on costs, from the other side.

#### Success Fees

A "success fee" is charged to you if you win, to recognise the risk we will have taken that if you had lost, we wouldn't have been paid at all. The amount charged depends upon when your case concludes and, whilst it cannot be recovered from your opponent, is calculated as a percentage of the basic charges we can recover from your opponent. It cannot be more than 100% of our basic charges.

Where a success fee applies, it is usually payable out of your damages. Any success fee that we charge in your case will be explained to you by the person dealing with your claim and confirmed in writing but will never be more than 25% of your:

- a) General damages for pain, suffering, and loss of amenity; and
- b) Damages for financial loss, other than future financial loss, net of any sums recoverable by the Compensation Recovery Unit of the Department for Work and Pensions.

## Insurance

In the majority of claims we will advise you to take out insurance before we issue proceedings. In certain case types such as clinical negligence or asbestos, we recommend that insurance is taken out at an earlier stage. The insurance is known as After The Event (ATE) insurance and will insure you against the risk of your having to pay the other side's costs. If we do recommend that you take out a policy of insurance and you accept that recommendation the cost of the insurance premium cannot be recovered from your opponent and will be deducted from your damages but, wherever possible, we adjust our success fee to take into consideration the cost of the premium to ensure that you receive at least 75% of your compensation.

If we think insurance is appropriate we will discuss this with you. It is important you comply with the conditions of the CFA and ATE insurance policy.

### You may already have insurance

Before entering into a CFA with you we are required by law to check if you already have any legal expenses insurance that would cover the cost of your case. For example, your household/contents insurance policy may offer legal expenses insurance as part of the package.

You will be sent a questionnaire about home or other insurance. You will need to complete and send this back to us.

### Provision of Investment Services

Thompsons is not authorised under the Financial Services and Markets Act 2000 to provide financial advice, but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

**If you would like any further explanation, advice or other information about legal costs, the funding arrangements for your case or any other matter, please do not hesitate to ask.**

## Conditional fee agreements – what you need to know

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Definitions of words used in this document and the accompanying Conditional Fee Agreement ("CFA") are explained at the end of this document.

## What do I pay if I win?

If you win your claim, you pay our basic charges, the disbursements incurred and any success fee (see below). The amount of basic charges and disbursements is limited to the amounts you recover for these from your opponent. You can claim from your opponent part or all of our basic charges and disbursements and under this agreement you are required to pursue this claim from your opponent.

If a success fee applies to your case, you will also pay a success fee which will be calculated with reference to the basic charges recovered from your opponent. You cannot recover the success fee from your opponent.

It may be that your opponent makes a Part 36 offer or payment which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. If this happens, we will not charge for any work done or any disbursements which are not then recovered. You will probably have to pay the costs incurred by your opponent after 21 days. If this happens the law prevents you from having to pay your opponents an amount greater than the damages you are awarded, unless:

- the proceedings have been struck out; or
- the claim is fundamentally dishonest; or
- the claim includes a claim for the financial benefit of someone else; or
- the claim is not for personal injuries or death

If you receive provisional damages, we are entitled to seek payment of our basic charges, the disbursements incurred and any success fee at that point.

On the way to winning or losing you may be awarded costs, by agreement or Court order. Under this agreement you are required to seek such costs from your opponent. Where costs are awarded/agreed, then we are entitled to payment of our basic charges and disbursements, limited to the sums recovered from your opponent under the costs award/agreement and any additional amount awarded by the court. If a success fee applies to your case, the success fee also applies to these basic charges if you win overall. The success fee is capped as set out in the CFA and is payable from your damages.

## What do I pay if I lose?

If you lose, it is likely that you will have to pay your opponent's charges and disbursements if:

- a) your claim is struck out by the court, for example on the basis that you had no reasonable grounds for bringing the proceedings or the court believe you or your representatives have acted obstructively; or
- b) there is a finding that you have been fundamentally dishonest in relation to your claim or a related claim, or
- c) If the claim was brought for the financial benefit of a third party.

If you lose, provided you keep to your responsibilities as set out in the Conditions below (see "Your responsibilities"), you are not liable for our basic charges, success fee or the disbursements incurred.

## Ending this agreement

If you have a right to cancel under a Notice of Right to Cancel, you may do so within the 14 day time limit.

You also have the right to end this agreement at any time.

We have the right to end this agreement at any time on reasonable notice for good reason including:

- (i) if you do not keep to your responsibilities as set out in the Conditions below; or
- (ii) if you reject our opinion about making a settlement with your opponent (though we may agree with you to obtain a second opinion from specialist counsel outside our firm. You would

then pay the cost of the second opinion when counsel is instructed which we will reimburse to you if counsel's fees are recovered from your opponent as a disbursement – such recovery may be possible in a substantial/complex case known as a multi-track case); or

- (iii) if we believe that you are no longer likely to win your claim; or
- (iv) if we believe that your claim is no longer cost-effective. For these purposes we regard a claim as not cost-effective if a reasonable client who was liable to pay the costs of the claim whether or not it succeeded would not think that the potential benefit to be gained from continuing the claim justified the risk of having to pay the costs of the claim.

(This is not an exhaustive list).

The agreement ends automatically if you die.

For what happens when the agreement ends please read the Conditions attached under the heading "What happens when this agreement ends before your claim for damages ends?"

## Basic charges

These are for work done in your case by our staff or other solicitors/legal representatives we instruct as our agents.

## How we calculate our basic charges

These are calculated for each hour or part of an hour engaged on your matter until the review date on 1 January annually when our hourly rate will increase by 5% in the absence of notification to the contrary. Routine letters, e-mails and telephone calls will be charged as units of one tenth of an hour. Other letters, e-mails and telephone calls will be charged on a time basis.

Our hourly rates are calculated on the basis of the rates which we think are likely to be allowed for the work in the court in which the claim in question would be conducted if proceedings were to be issued. The rates which apply to your case have been sent to you separately.

We review the hourly rate on the review date and on each anniversary of the review date.

## Fixed Fee Recovery

In certain cases, the basic charges that we are permitted to recover from your opponent are usually fixed by law. There are various different stages of fixed costs which the Courts have sanctioned. We will happily discuss these with you should you wish to do so.

## Success fee

The total success fee (including VAT) shall not exceed 25% of the amount of damages awarded for your general damages for pain, suffering, loss of amenity and financial loss, other than future financial loss (net of any sums recoverable by the Compensation Recovery Unit of the Department for Work and Pensions). This means that the amount you have to pay for the success fee will

never be more than 25% of this part of your damages. No deduction is made to future losses in respect of the success fee.

The success fee cap that applies to your case can be found in the CFA under the heading "Success Fee" and will never be more than 25%.

Before advising you to accept or reject any offer of settlement, we will tell you how much of your damages relate to general damages and past financial loss. If the success fee (including VAT) payable under the CFA is less than the success fee cap, or is not payable at all, you are entitled to a refund as soon as our costs have been repaid by the opponent.

On the receipt of any payments from your opponent in respect of your damages, we will retain an amount equal to no more than 25% of your damages. This will be payment towards our basic charges, disbursements and the success fee applicable to your case.

If your claim is successful you agree that we will ask your opponent to pay your damages award to us. We will immediately send payment to you, less an amount on account of our costs of up to a maximum of 25% of the amount of damages awarded. If our costs are subsequently reduced by the court or we agree a reduction in our fees with your opponent, the success fee you have to pay may also reduce. If that happens we will refund you the difference once we receive payment for those costs from your opponent.

If you agree to take out an after the event ("ATE") insurance policy – which we have recommended to you – then the premium will remain your liability.

If you are the Executor or Administrator of the estate of a person for whom we were acting on a CFA in relation to the same matter but who died before the case concluded, you agree on behalf of the estate to pay any success fee that would have been payable under that agreement if the deceased had not died and we had continued to represent him/her to the conclusion of the case.

### Value added tax (VAT)

We add VAT where applicable, at the applicable rate (currently 20%) to the total of the basic charges and success fee and any disbursements on which VAT is chargeable. VAT is included within the success fee cap so, as outlined, the amount you have to pay for the success fee will never be more than 25% of your damages for past financial losses and general damages.

### ATE (After the Event) Insurance

It may be possible to insure your case against the risk of having to pay your opponent's charges and disbursements but the insurance premium is not recoverable from your opponent and would remain payable by you if you win. If you lose, the premium will not be payable. Such a policy will normally cover your opponent's costs (to avoid them being deducted from your damages) if you fail to beat any (Part 36) Offer to settle your claim, which you reject following our advice.

As with any insurance policy, there are conditions which you would have to comply with and if you fail to do so the insurer could refuse to pay, leaving you to pay from your own pocket the costs of the other party. For example, cover would normally be excluded for dishonest claims, where you fail to follow our advice etc.

### Conditions

The conditions below are part of the agreement. You should read the conditions carefully and ask us about anything you find unclear:

#### Our responsibilities

We must:

- 1 always act in your best interests, subject to our duty to the court;
- 2 explain to you the risk and benefits of taking legal action;
- 3 give you our best advice about whether to accept any offer of settlement; and
- 4 give you the best information possible about the likely costs of your claim for damages.

#### Your responsibilities

You must:

- 1 give us instructions that allow us to do our work properly;
- 2 not ask us to work in an improper or unreasonable way;
- 3 not deliberately mislead us or anybody else concerned with your claim;
- 4 co-operate with us;
- 5 go to any medical or expert examination or court hearing;

- 6 fully comply with the terms of this agreement including those terms applicable after this agreement has ended; and
- 7 promptly pay any premium due on a policy of legal expenses insurance covering your claim, where applicable.

Note: If you fail to comply with any of these responsibilities, we will not be liable to pay any disbursements on your behalf, whether or not this agreement is ended. These will be your liability to pay and you will be liable to reimburse us for any disbursements we have paid.

#### **Dealing with costs if you win**

- 1 You are liable to pay all our basic charges and disbursements, limited to the amount of the basic charges and disbursements we recover from your opponent.
- 2 You can (and are required to) claim our basic charges and disbursements from your opponent if you win.
- 3 You cannot recover a success fee or insurance premium from your opponent. If a success fee applies to your case you remain responsible for paying our success fee if your case is successful.
- 4 If we and your opponent cannot agree the amount, the court will decide how much you can recover.
- 5 It may happen that your opponent makes an offer of one amount that includes payment of our costs (or an amount on terms that no costs are payable). If so, unless we consent, you agree not to tell us to accept the offer. We will consent only if you agree that we may retain from that offer in costs, disbursements and any success fee the amount we would recover for

those items if the case had concluded (with costs payable by your opponent) for the amount we advise you should accept.

- 6 If your opponent is receiving Community Legal Service funding or is insolvent, we are unlikely to get any money from him or her and will not advise the case to proceed.
  - 7 You agree to pay into a designated account any cheque received by you or by us from your opponent and made payable to you. Out of the money, you agree to let us take the amount payable to us under this agreement. You take the rest.
  - 8 Where an order for costs is made in your favour, we shall seek to recover the interest from your opponent in accordance with the Judgments Act 1838, Senior Courts Act 1981 and County Courts Act 1984.
  - 9 Where applicable, if all or part of a bill remains unpaid due to any non-compliance with 7 above, we are entitled to charge you interest.
  - 10 We are allowed to keep any interest your opponent pays on the charges.
- If your opponent fails to pay
- 11 If your opponent does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. We will agree a separate retainer and/or CFA for that purpose.

### Payment for advocacy

- 1 The cost of advocacy and any other work by us or by any solicitor/legal representative agent on our behalf, forms part of our basic charges. Barristers' fees are disbursements. We shall discuss with you the identity of any barrister instructed and the arrangements made for payment.

Barristers who have a conditional fee agreement with us

- 2 If a barrister is working for you on conditional fee terms, s/he will have made a separate CFA with us. This will usually provide that the barrister's fee and any success fee (where applicable) will be payable only in the event that your claim is successful. You will have to pay any fees that the barrister earns under his/her CFA in the same way as any other disbursement as set out in the agreement. If you lose, you pay the barrister nothing.

Barristers who do not have a conditional fee arrangement with us

- 3 If you win, then you may be entitled to recover all or part of their fee from your opponent. If you lose, then their fee is payable but, win or lose, it is a disbursement and so only payable by you to the extent it is recovered from your opponent.

### What happens when this agreement ends before your claim for damages ends?

Paying us if you end this agreement

(other than if you exercise your right to cancel within the 14 day time limit under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013)

- 1 As indicated above you can end the agreement at any time. If you so do and you continue the claim and win, you remain liable to pay our basic charges, disbursements and any success fee when the claim is concluded. You are required to take all reasonable steps to secure from your opponent an entitlement to be paid those charges and disbursements in full and to recover that, failing which you remain liable to pay our basic charges and disbursements whatever is recovered for basic charges/disbursements. If you do not continue the claim you are liable to immediately pay our basic charges and disbursements unless we had advised you not to continue.

Paying us if we end this agreement

- 2 If we end the agreement and you continue the claim and win, you remain liable to pay our basic charges, disbursements and success fee when the claim is concluded. You are required to take all reasonable steps to secure from your opponent an entitlement to be paid those charges and disbursements in full and to recover that, failing which you remain liable to pay our basic charges and disbursements whatever is recovered for basic charges/disbursements. If you do not continue the claim you are liable to immediately pay our basic charges and disbursements unless we had advised you not to continue.

Death

- 3 This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges and disbursements up to the date of your death from your estate if your personal representatives do not to continue your claim for damages on agreed terms as set out below.

4 If your personal representatives wish to continue your claim for damages, we may offer them a new Conditional Fee Agreement, as long as they agree on behalf of your estate to pay the basic charges and disbursements, limited to the amounts we recover from your opponent, and the success fee (if applicable) under this agreement with you.

### What happens after this agreement ends

- 1 After this agreement ends, we may apply to have our name removed from the records of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.
- 2 We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

### Explanation of words used

(a) Advocacy

Appearing for you at court hearings.

(b) Basic charges

Our charges for work done in your case by our staff or solicitors we instruct as our agents.

(c) Claim

Your demand for damages for personal injury whether or not court proceedings are issued.

(d) Counterclaim

A claim that your opponent makes against you in response to your claim.

(e) Damages

Money (other than legal costs or interest on legal costs) that you win whether by a court decision or settlement. Damages (or "award") referred to within the Conditional Fee Agreement includes general damages for pain, suffering and loss of amenity and damages for financial loss. Damages are net of any sums recoverable by the CRU (Compensation Recovery Unit) unless otherwise stated.

(f) Our disbursements

Payment we make on your behalf such as:

- 1 court fees;
- 2 expert's fees;
- 3 accident report fees;
- 4 counsel's fees;
- 5 traveling expenses.

(g) Interim damages

Money that a court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

(h) Lien

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

(i) Lose

An outcome which is not a win.

**(j) Part 36 offers or payments**

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

**(k) Pre-Action Protocol Period**

The period during which a Claimant must (under the Pre-Action Protocols to the Civil Procedure Rules) set out their claim to a potential Defendant together with supporting information, and then attempt to negotiate a settlement without commencement of court proceedings.

**(l) Provisional damages**

Money that a court says your opponent must pay or your opponent agrees to pay, on the basis that you will be able to go back to court at a future date for further damages if:

- 1 you develop a serious disease; or
- 2 your condition deteriorates

in a way that has been proved or admitted to be linked to your personal injury claim.

**(m) Success fee**

The percentage of basic charges that we add to your bill if you win. Where a success fee applies, it is usually payable out of your damages but limited to a cap of no more than 25% (including VAT) of your award for past losses and general damages. The percentage cap, if applicable, is set out in the CFA.

**(n) Trial**

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes

a claim settled after the trial has commenced or a judgment.

**(o) Final judgment order**

An order made at a trial.

**(p) Interim hearing / order**

A hearing or order in the course of a claim other than the claim itself; examples are an application, a directions hearing, an appeal, an enforcement procedure, costs-only proceedings or proceedings for the assessment of costs (this is not an exhaustive list).

**(q) Win**

Your claim for damages is finally decided in your favour; whether by a court decision or an agreement to pay you damages or in any way that you derive benefit from pursuing the claim. If your case is finally concluded on the basis that costs alone are paid, this too would be classed as a decision in your favour.

A win for the purposes of an interim hearing is a decision or agreement in your favour in respect of the interim hearing which includes an agreement or order to pay you any part of the costs of the interim hearing.

**(r) Finally**

Means that your opponent:

- 1 is not allowed to appeal against the court decision; or
- 2 has not appealed in time; or
- 3 has lost any appeal.

**0800 0 224 224**

For more information visit:

**[www.thompsons.law.co.uk](http://www.thompsons.law.co.uk)**



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