

SETTING UP A PERSONAL INJURY CLAIM

Restriction

Does it take a period of time in making a claim?

The legislation requires by means of the Limitation act which a personal injury claim must either be fixed within 3 years from the date of injury, or that procedures have commenced at Court within that time period.

The majority of claims are concluded within 6-9 months and merely a really small percentage will ever make it to court. It is declared in the UK less than 2% of claims get to trial.

The accountable party

Your personal injury claim will be handled by the insurers of the accountable party. It is the insurer who we negotiate without the individual or even the organization that may ultimately have been liable for the injury.

The Standard protocol

Every claims in England & Wales are cause to undergo a "Personal Injury Protocol" which lays down the rules in which both solicitors and insurers must abide by throughout the claim. The protocol guarantees that both sides play fair.

Commencing the claim

To begin your case you must send a "letter of claim" towards the responsible party's insurers. This letter sets out why the claim is being brought and what injuries / loss have been experienced. It provides the recipient / insurer a detailed presentation of your claim.

Legal Responsibility

According to the protocol, an insurer is granted 3 months from the date of the "letter of claim" for you to acknowledge or deny liability. If liability is to be denied then the insurer must present witness evidence to get their justifications. They cannot just refuse to deal with your claim.

Medical evidence

As a way to substantiate that you experienced an injury as a result of the accident it will be essential to undergo a medical examination. You will be examined by an independent doctor in your local area. The doctor will be one that the insurers have agreed to. Right after your examination, the doctor will give a report on your injuries. The report is vital as it describes the injury experienced and confirms when or if your recovery is likely.

2nd Floor, 3 Brindleyplace
(off Broad Street)
Birmingham, B1 2JB
Tel: 0121 697 7069

or Visit Us @ <http://rosewoodinjuryclaims.co.uk/>

Settlement

As soon as the medical report is acquired it is then sent to the insurers and they determine the extent of compensation that you may receive. Your solicitors will have an idea of the payment you deserve, this usually varies from the figures an insurer has planned. In most cases an amicable agreement can be reached.

The compensation is normally divided into two parts:

1. Standard Injuries

Basically damages for pain & suffering including lack of amenity. This award compensates you for the suffering you have encountered usually in its physical form e.g. whiplash, broken leg, strained muscles etc. Yet, it is also possible to be compensated for mental distress, post traumatic stress ailment, or to a much lesser extent anxiety e.g. fear of driving or fear of being in a particular situation.

2. Special Injuries

You will also be eligible to receive compensation for specific losses owing to the accident. These include but are not limited to - loss of earnings (also bonuses or overtime) car hire expenses, care and services, extra charges ie; travel costs incurred going to doctors, hospitals, etc, damaged clothing, prescription charged etc. You need to keep a note of all these parts of your claim, and preferably receipts.

It is sometimes possible to arrange for an interim or early payment to cover certain losses eg. Insurance excess, car hire, loss of earnings (usually the insurers demand medical evidence before paying earnings). All interim payments are deducted from final global damages.

Arrangement

It is typical for insurers to settle personal injury claims without the need to go to Court. As stated earlier not many claims ever reach court. The main reason for this is that the insurers realise that claims usually cost more money if they involve court proceedings.

Following release of the medical report, most injury claims are capable of settlement and you can negotiate a full and final award for compensation.

 **Costs**

If the insurer admits liability and agrees to deal with your claim, they will also meet your legal fees provided that your compensation award for personal injury exceeds £1000.

"No win No fee"

In order to formally instruct any UK solicitor on a no win no fee basis it is necessary for you to sign a "Conditional Fee Agreement". This sets out the obligations of both parties and the application of the agreement is laid down and enforced rigidly by the Law Society.