

carpenters group

Your Guide to **Making a Claim**

A close-up photograph of a person's hands holding a dark-colored ceramic mug filled with coffee. The person is wearing a pink knitted sweater. The background is slightly blurred, showing more of the sweater and the person's arms.

Relax...

**We're here
to help**

Carpenters Group is the largest, and the leading, provider of motor and injury legal services in the UK. We have over 25 years' experience of achieving the best possible outcome for insurers and their customers.

Claim Delays

The Government has introduced an online Portal that we are required to use to bring claims. Unfortunately this has caused significant delays in the process, which is made worse by delays in the court system. We will attempt to resolve your claim as quickly as possible, but we ask you to please be patient as claims are often delayed for reasons outside of our control.

TABLE OF CONTENTS

PAGE	4	Important information regarding your claim
PAGE	6	Frequently Asked Questions
PAGE	8	Your claim journey
PAGE	10	Your losses
PAGE	13	Glossary
PAGE	16	Tracking and managing your claim

Important information regarding your claim

Personal Injury

If you have suffered personal injuries arising from an accident then you will be able to claim compensation. We can also seek to recover all of your financial losses and other expenses. Further details are provided below.

MyClaim

For your convenience we have our own online secure portal where you can view and download all of your documents called "MyClaim". Secure setup is quick and easy. If you would like to use this system please ask your case handler for more information.

Reasonable Adjustments

We understand that anyone who has been involved in an accident is potentially vulnerable especially where it is not their fault, and that the impact on their lives can be highly disruptive. If there are any reasonable adjustments we can make to help you deal with your claim then please let us know at the earliest opportunity so we can make sure we're helping as much as we can. These may be health related or due to individual circumstances (whether temporary or permanent).

Examples are requesting larger font for written communications, in circumstances such as dyslexia requesting follow up calls to explain written information or potentially having a nominated person who can liaise with us if language is a barrier (note we can only accept instructions from our client). There are many other areas we can help with so please do ask.

Mitigation

It is a requirement of English Law that you must keep your losses arising out of the accident to a minimum, even though somebody else may be to blame. Please note if you incur unnecessary costs or expenses these may not be recoverable.

Repayment of Social Security Benefits

If you have received benefits as a result of the accident, in certain circumstances the amounts paid to you in benefits will be deducted from the

damages you receive. We will discuss this aspect of your claim, if relevant, at a later stage.

Industrial Injuries Disablement Benefit

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

Your Entitlement to State Benefits and Local Authority Support

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

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

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

Fixed costs in relation to Road Traffic Accidents (RTA)

You will note from your client care letter that we refer to fixed costs. These are set out on page 5.

Fixed costs where a claim no longer continues under the RTA Protocol

A. Cases settled before issue

Agreed damages	£1,000 - £5,000	£5,000 - £10,000	£10,000 - £25,000	£25,000 - £100,000
Fixed costs	Greater of £660 or £100 + 20% of damages	£1,300 + 15% of damages over £5,000	£2,300 + 10% of damages over £10,000	£1,600 + 3% of damages

B. Cases settled after issue but before trial

Stage at which the case is settled	Post-Issue, Pre-Allocation	Post-Allocation, Pre-Listing	Post-Listing, Pre-Trial	After Defence but before Directions
Fixed costs	£1,400 + 20% of damages	£2,300 + 20% of damages	£3,200 + 20% of damages	£4,000 + 10% of damages

C. If the claim is disposed of at trial

Fixed costs	£3,200 + 20% of agreed damages + relevant trial advocacy fee
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D. Trial advocacy fees

£580 to £2,900 for claims up to £25,000

£3,200 to £5,800 for claims between £25,000 and £100,000

Fixed Costs in relation to the RTA Portal

Where the value of the claim for damages is not more than £10,000

Stage 1 - Fixed costs	Stage 2 - Fixed costs	Stage 3 - Type A fixed costs	Stage 3 - Type B fixed costs	Stage 3 - Type C fixed costs
£200	£300	£250	£250	£150

Where the value of the claim for damages is more than £10,000 but not more than £25,000

Stage 1 - Fixed costs	Stage 2 - Fixed costs	Stage 3 - Type A fixed costs	Stage 3 - Type B fixed costs	Stage 3 - Type C fixed costs
£200	£600	£250	£250	£150

Fixed Costs in relation to the EL/PL Protocol

Where the value of the claim for damages is not more than £10,000

Stage 1 - Fixed costs	Stage 2 - Fixed costs	Stage 3 - Type A fixed costs	Stage 3 - Type B fixed costs	Stage 3 - Type C fixed costs
£300	£600	£250	£250	£150

Where the value of the claim for damages is more than £10,000 but not more than £25,000

Stage 1 - Fixed costs	Stage 2 - Fixed costs	Stage 3 - Type A fixed costs	Stage 3 - Type B fixed costs	Stage 3 - Type C fixed costs
£300	£1,300	£250	£250	£150

Fixed Costs

Note that the fixed costs set out above in relation to claims between £5,000 and £25,000, that no longer proceed under the RTA Protocol, are illustrative. Where the accident occurs after the 1 October 2023 a range of costs apply depending on the stage the case reaches and the level of complexity of the claim. Full details can be provided on request.

Small claims costs

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

Frequently Asked Questions

Does my claim have a time limitation period?

If you have suffered a personal injury and the claim has not been settled; court proceedings must be issued within three years from the date of your accident, or three years after the injured persons eighteenth birthday, if they are a child.

If you have not suffered a personal injury, your claim must be issued at court within six years from the date of your accident.

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

How long could my claim take?

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

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



How much am I likely to get?

The amount of compensation you will receive depends on how badly you were injured, how long it takes to recover from your injuries and how much your other losses are.

We will be able to advise you further as evidence to support the injury claim is obtained.

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

You will not be responsible to pay the Defendant's costs of the claim if you lose, as long as your claim is deemed to be genuine (although there are some exceptions to these rules). If the Defendant makes you a settlement offer which you refuse; but subsequently a lower sum is recovered through court, then in some cases you may have to pay the Defendant's costs but this would be limited. We will discuss your options about this at the relevant time and explore whether you should take out an insurance policy against that risk.

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



Will I have to go to court?

Over 95% of claims do not go to a court hearing. It is very common for issued cases to be settled at some point prior to the hearing date.

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



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

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

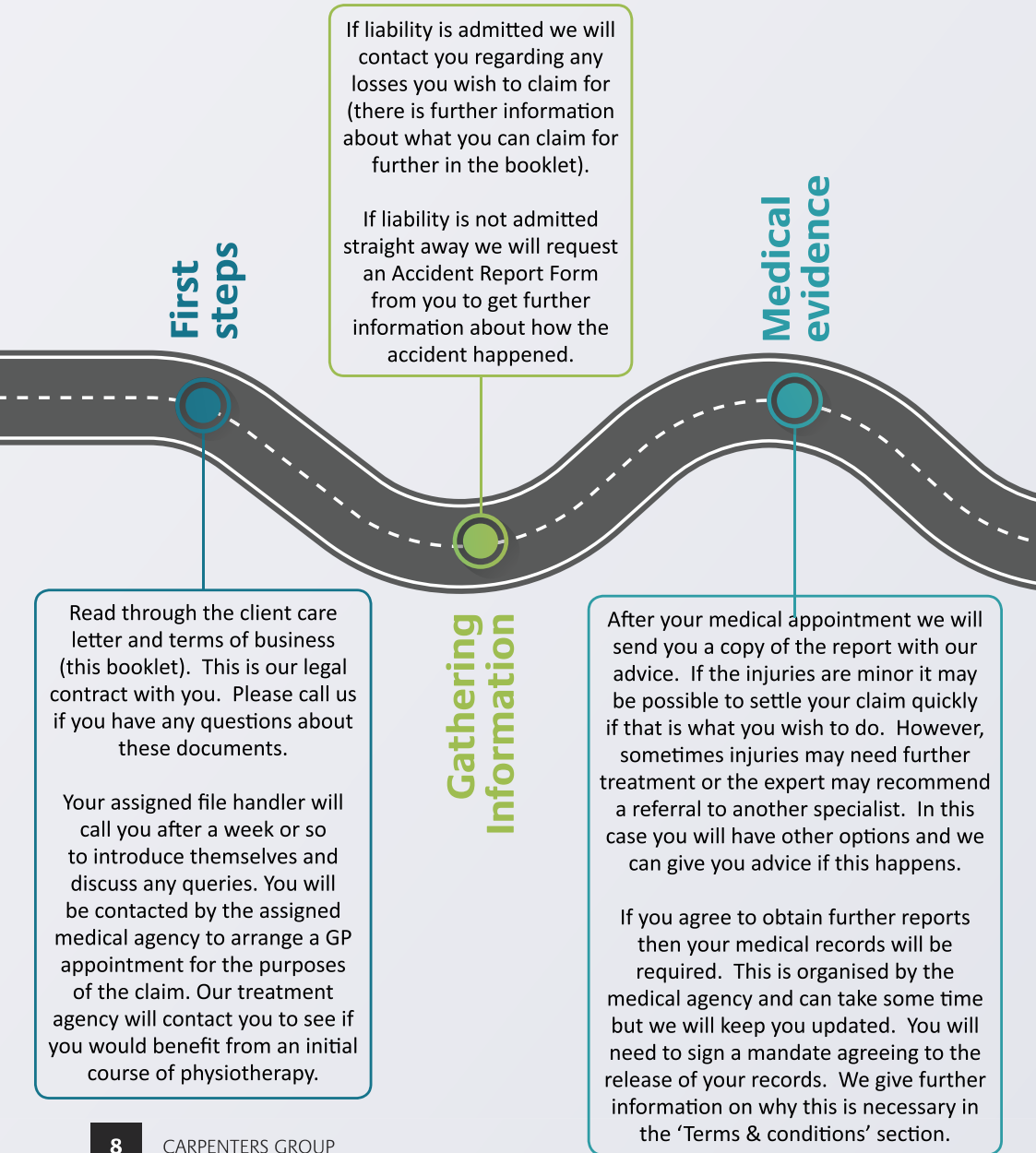
The Motor Insurers Bureau can compensate victims of uninsured or untraced motorists however you must have reported the accident to the Police within five days of it happening or as soon as reasonably possible.

If you suspect that the other driver has provided false details, has failed to provide you with insurance details or not stopped to give their details you must report this to the police immediately and obtain a police reference number. The Motor Insurers Bureau can refuse to deal with your claim if you have not reported the matter to the police. We will provide you with further details if we have to take this route.



Your claim journey

The customer claims journey below details the 7 typical stages of an average claim. If you have any questions about these stages, your case handler will be more than happy to help you. You can find contact details on the front of this booklet.



Once we have finalised the medical evidence and have details of your losses we can look to settle the claim. If liability is admitted this is done via a negotiation process on the claims portal (there are set timescales for the length of negotiations).

If liability is disputed negotiations may take longer if we have to argue your case.

Settlement negotiations

Court Action

If settlement cannot be agreed we may need to issue Court proceedings to progress the claim. As above, many claims do not go all the way, however, if your file handler is suggesting proceedings and you have any concerns please don't hesitate to call us.

If proceedings are issued we are guided by the Court's timescales but we will keep you updated with what is happening. There will be times when deadlines are set and it is important that you continue to cooperate so that the claim is not prejudiced in any way.

Depending on the type of claim you may be required to attend a Trial Hearing. You will be given ample notice of the date, time and location of any Hearing and your handler will go through what you can expect on the day.

We will always appoint a Barrister to attend the Trial with you. They will be able to put your mind at ease on the day and tell you how the day will go.

If it is the case that you do not need to attend a Trial, we will let you know the outcome as soon as we can.

Trial

If the claim settles in your favour then the Defendant's insurer will send you payment for what has been agreed. This is normally within 4 to 6 weeks.

Our Finance department will be in charge of collecting and sending this payment to you.

Settlement Payment

Your losses

You can claim damages for personal injuries suffered and for uninsured losses.

Personal Injury

Injury claims are valued by reference to the nature of the pain, suffering and any associated restriction, and how long the symptoms last.

Will I have to see a doctor?

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

What are uninsured losses?

These are the losses that your own motor insurance policy does not cover. We will attempt to recover these losses quickly whilst causing you as little disruption and inconvenience as possible, however, we do need your help to let us have as much necessary information as possible.

Types of uninsured loss

Examples are as follows:

- Policy Excess
- Repair Costs
- Hire Charges
- Storage and Recovery Costs
- Loss of Use
- Care and Services
- Damaged Belongings and Clothing
- Medical Expenses
- Loss of Earnings
- Treatment Expenses
- Loss of Enjoyment of Holiday

There may be other types of loss that you can claim, such as loss of pension. Essentially, if you have suffered any type of loss as a result of the accident we can consider including it in your claim with supporting evidence.

Policy excess

If you have a comprehensive insurance policy and your insurer has applied a policy excess, we can include that charge in your claim. Please provide the receipt.

Repair costs

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

Hire charges

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



It will be extremely difficult to recover hire charges if they exceed the pre-accident value of your own vehicle or the cost of repairs. In circumstances such as these you would be expected to purchase a replacement vehicle or pay for the repairs to your vehicle instead of hiring another vehicle. When making payment for the hire car please ensure that the garage states clearly on the invoice the registration number, year of manufacture, make of hire vehicle, mileage covered and the exact dates of hire.

Storage and recovery charges for your damaged vehicle

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

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

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

Care and services

If you need help around the house or with personal hygiene and if friends or family provide this help or perform tasks that you would have performed had you not been injured, then you can claim damages at an hourly rate for the time spent by friends and family.

As examples, the time may have been spent helping you with the following:

- Gardening
- Shopping
- Cooking
- Cleaning
- Laundry
- Ironing
- Personal care – bathing, washing and dressing

If you have received assistance with these or any other tasks, please let us know. We can then discuss calculation of the claim with you.

Compensation for damaged belongings, clothing and medical expenses

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

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

Loss of earnings

If you have lost earnings following the accident we can seek to recover that loss on your behalf. We will require documentation for proof of the above such as pay slips and bank statements and we will need to write to your employer for details so please let us have their address when responding.



Note that even if you have been paid in full while absent you may still have to pursue a claim for loss of earnings. Many contracts of employment say that if you receive sick pay as a result of an accident which is the fault of a third party, that sick pay is treated as a loan which becomes repayable by you on conclusion of your claim. In that situation you would therefore need to include a claim for loss of earnings in order to repay your employer.

If you are self-employed we will need to see at least three years of tax returns.

Rehabilitation treatment

If you have been injured, it is likely the medical agency will discuss with you whether you need physiotherapy or other rehabilitation treatment. If you chose to have that treatment, you will be responsible for the costs. We will include the treatment fees as part of your claim, and if the fees are recovered you agree under our terms of business that we can make payment of the fees recovered to the treatment provider on your behalf.

Loss of enjoyment of holiday

If your injuries reduced your ability to enjoy a pre-booked holiday, we can consider including a claim in that regard.

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

**Allowing
you to
take care
of what
really
matters...**



Glossary

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

General Damages - Damages that cannot be calculated so need to be assessed, such as for personal injury, loss of use of your motor vehicle, or loss of enjoyment of holiday.

Limitation Period - The time limit within which you have to issue Court proceedings. The limit is three years for injury claims and six years for other types of claim. If court proceedings are not issued within those periods, your right to bring a claim will be lost.

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

Official Injury Claim Portal (“OICP”) - This is the process under which the majority of Personal Injury claims will proceed, and was introduced by the Government on 31st May 2021.

RTA Protocol - The process for managing injury claims with a value up to £25,000 that do not fall within the OICP.

Small Claim - These are claims which are less than a certain value as set by the Government. The current limit is £5000 for injury claims and £10,000 for non-injury claims.

Special Damages - Damages that can be calculated, such as loss of earnings or travel expenses incurred.

Third Party / Third Party Insurer - The other person involved in the accident or against whom the claim is made, or their insurer.

ULR - Uninsured loss recovery - recovery from the third party’s insurer of any of your losses which are not covered under your insurance policy.

Settled - Claim has concluded.

Terms & Conditions

These terms and conditions, together with the contents of our client care letter and the documents attached to that letter, form the legal retainer between us. By providing us with instruction, or by signing our Conditional Fee Agreement or Damages Based Agreement, you agree to these terms and conditions.

Regulation

We are regulated by the Solicitors Regulation Authority (“SRA”) number 625845 and the Financial Conduct Authority (“FCA”) number 755996.

Limitation of liability

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

Data Sharing, Protection & Confidentiality

Using your information we will process any data that we have about you in accordance with the Data Protection Act 2018.

Please refer to the Fair Processing Notice provided with your client care letter.

Your medical records

We may be required to obtain your health records which contain information from almost all consultations you have had with health professionals.

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

Once you start your claim, the court can order you to give copies of your health records to the solicitor of the person you are making a claim against so he or she can see if any of the information in your records can be used to defend the claim. You do not have to give permission for your records to be released but if you do not, the court may not let you go ahead with your claim and, in some circumstances, we may be unable to represent you.

Your file

We are obliged to keep a copy of your file. If you request a copy of your file, we will provide the same subject to payment of our reasonable administration fees of £100 plus VAT.

Your right to complain

We have a documented Complaints Procedure which we will provide on request. Please let your file handler know as soon as possible if you are unhappy with our service or are experiencing any dissatisfaction. We cannot handle complaints relating to third party services.

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

The Ombudsman can be reached on 0300 555 0333 or enquiries@legalombudsman.org.uk or at PO Box 6167, Slough, SL1 0EH. You must refer the complaint to them within 6 months of receiving our final decision.

Your right to cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to your claim which means you have a right to cancel your instructions to us within 14 days. This can be done via email, post or by using the Cancellation Notice attached to your client care letter. However, once you have received our terms of business and we start work on your file, you will be liable for our costs if you subsequently cancel your instructions.

Equality and diversity

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

Law and jurisdiction

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

Bankruptcy

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

Call Recording

We are not obliged to record and retain all telephone calls and they do not form part of our files. We will record details of any discussions in attendance notes. Calls may be recorded for our internal service or training purposes.

Financial Crime

We comply with all current legislation relevant to our business, including Anti-Money Laundering Regulation, Proceeds of Crime, Criminal Financing and Fraud.

Electronic communication

We are happy to use email as a way to communicate with you, but you should be aware that confidentiality cannot be guaranteed nor can delivery of such mail. If you prefer us not to use email, please let us know. Email is responded to with the same priority as any other form of communication.

Rights

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

Client balances

We have a duty under our regulatory obligations to take reasonable steps to return any monies to you following completion of your matter.

Assessment

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

Conflict of interest

If a conflict of interest situation arises then we will not be able to continue to act for you. We will notify you and ask for your consent to transfer your file to another firm of solicitors.

Ending the relationship

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

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

- If we do not have appropriate funding to fund your action
- You are abusive to our staff or use foul or obscene language

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

Fraud prevention

Please be aware that when we advise the third party insurers of your claim your information may be passed to the Motor Insurance Anti-Fraud and Theft Register (MIAFTA) which is run by the Association of British Insurers (ABI), and the Motor Insurance Bureau (MIB). The aim of this is to help the third party insurers check the information provided and to prevent fraudulent claims.

Payment to you

Our preferred method of payment is via bankers automated clearing system (BACS) directly into your bank account. To enable us to do so, your case handler will ask you for your bank details at the appropriate stage of your claim. Details are stored securely within our system and visible only to our finance staff. These details are subsequently deleted from our system. Please note however that we are unable to pay your monies to a third party.

Interest

In accordance with the requirements of the SRA Accounts Rules, any money received on your behalf will be held in a client account. We will pay a sum in lieu of interest on monies held in line with the terms of our payment of interest policy, a copy of which is available on request.

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Download our **MyClaim** app

The best way to track and manage
your legal claim with Carpenters



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