

**I'VE SUFFERED AN INJURY OR DEVELOPED AN ILLNESS  
AND BELIEVE SOMEONE ELSE MAY BE AT FAULT**

**WHAT CAN I DO?**

**H HINCHLIFFES  
S SOLICITORS**

**PERSONAL INJURY SPECIALISTS**



Tel: 01684 580900  
Fax: 01684 580901  
[www.hinchliffes.co.uk](http://www.hinchliffes.co.uk)  
e-mail: [hinchliffes@hinchliffes.co.uk](mailto:hinchliffes@hinchliffes.co.uk)

**Byre Court, Sandys Road, Malvern,  
Worcs, WR14 1JJ**

## **INJURED IN AN ACCIDENT?**

If you have suffered injuries and financial losses as a result of an accident that was not your fault you may be entitled to claim compensation.

If it can be shown that either an individual or a company has been negligent and the accident happened because of this; and that your injuries were as a direct result of the accident (or that an existing medical condition was made worse); and that the likely value of your injuries is at least £1,000, we will be able to assist you in making a claim.

Even if you were partly to blame for the accident, you may still be able to make a successful claim, but your compensation may be reduced to reflect the level of your contributory negligence.

## **WHEN CAN I MAKE A CLAIM?**

Compensation can be claimed following most types of accidents, and which may have happened at work, on the road, in a public place (eg in the street, in a shop or a restaurant), in someone's home or while you are on holiday.

Claims can also be made in situations where an illness or medical condition has resulted from another party's negligence or from poor working conditions.

However, not every accident or medical condition will result in an entitlement to compensation and it is therefore vital that you obtain the right advice.

Normally you must start your claim within 3 years of the date of the accident, otherwise your entitlement to compensation will be lost. In the case of an illness or medical condition, this 3 year period starts when you first become aware that your condition may be as a result of someone else's negligence.

## **WHAT CAN I CLAIM?**

You can claim 2 types of compensation - "**general damages**" and "**special damages**".

General damages are paid for the actual injuries, to compensate you for the pain and suffering, and to reflect any inability to carry out your normal life following the accident (eg not being able to work or enjoy a hobby).

Special damages are paid for the financial losses you have suffered or will suffer in the future as a result of the injuries (eg lost wages, which can sometimes amount to a considerable sum), and for any expenses incurred because of the accident (eg prescription charges, or travelling expenses in going to your Doctor or to hospital).

## **WHO PAYS THE LEGAL COSTS?**

In claims of this type, we are willing to represent you under the terms of a Conditional Fee Agreement (CFA), and we will only be paid for the work we have done if your claim is successful. In that situation, the legal costs will be paid by the insurers for the party found to be responsible for your injuries, and which are paid in addition to the compensation.

However, it is necessary for the claim to be supported by some type of insurance or other cover, to protect you in case the claim is not successful. Therefore, when you first contact us we will ask you for details of your existing insurance or similar arrangements, so we can check whether you already have sufficient cover. If so, we will ask the relevant insurance company to agree to pay the expenses we incur on your behalf,

together with the other party's legal costs should the claim not be successful. This will not normally affect your "no claims" status under the particular insurance policy.

*Sometimes those insurers will contact you direct to persuade you to use one of their own panel solicitors to handle the claim. They may state that you must use their solicitors, or suggest that you will get a better service or have a greater chance of success than if you use us, or that we may take some of your compensation to pay our costs - **this is not true**. Their main reason for wanting you to use their solicitors is that they will charge them a large fee and the insurers therefore benefit financially from your decision. However, it is entirely your choice who handles the claim for you.*

If you do not have any existing insurance or other cover, we will arrange for you to take out a specific policy to protect you. A premium must be paid at the end of the claim but, subject to your compliance with the terms of the CFA, you will not have to pay it. This is because if your claim is successful it will be paid by the other party's insurers, and if your claim is lost the policy itself pays the premium, together with any expenses that we have incurred on your behalf (eg medical report fees, Court fees) and any legal costs due to the other party.

Providing you co-operate fully throughout the claim, you will not be asked to pay any legal costs, and you will keep all the compensation recovered.

## **WHAT HAPPENS NEXT?**

We will tell you if we think you are entitled to compensation and if your claim has a reasonable chance of success. We will then ask you for your insurance details so that we can make the necessary checks. As soon as possible we will ask you to sign our terms of business documents and then the claim can begin. We appreciate that these early stages can be very confusing, but we will explain everything clearly as we go along.

We will then write to the person believed to be responsible for your injuries, and the claim will then usually be dealt with by their insurers, who will normally have just under 4 months to decide whether they will accept responsibility or will defend the claim. During this time medical evidence is obtained, together with details of your financial losses and expenses. Sometimes it is necessary to obtain statements from witnesses and explore in more detail the circumstances leading to your injuries. We then explore with the other party's insurers whether the claim can be settled.

In most cases it is possible to resolve matters without involving the Court, but if it is not possible to agree a settlement an application to the Court may be made. Even after this happens, only a very few cases actually proceed to a trial where a Judge decides whether compensation is payable and if so how much.

In most cases it is usually possible to bring the claim to a conclusion within 9 to 12 months.

Throughout the claim we will keep you fully advised of developments and will explain each step that is taken. We aim to provide an efficient and professional service.

## **WHY USE US?**

Legal advice is essential when you are making a claim for compensation for injuries or illness. We specialise in this area of law and have the experience to assess whether you have a claim that is likely to succeed, and if so, to investigate the level of compensation you can expect to receive.

You do not need to visit our office, as we can usually deal with all information on the telephone or in correspondence, but if you do wish to visit us, we are always pleased to

see you. Please let us know in advance if you have any mobility problems.

Our aim is for you to keep all the compensation recovered and pay nothing toward the legal costs. All we ask of you is that you give us your full co-operation and work with us to ensure your claim proceeds as smoothly and as quickly as possible.

## **REGULATION**

We are regulated by the Solicitors Regulation Authority.

Our solicitors are members of the Association of Personal Injury Lawyers (APIL) and the firm is an accredited practice. We are committed to the APIL Code of Conduct & Consumer Charter (visit [www.apil.com](http://www.apil.com) for details).

Our Head of Department is a member of the Law Society's Personal Injury Panel.