

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

{ SET LETTER{ DATE \@ "d MMMM yyyy" } }{ref LETTER \@ "d MMMM yyyy" \}* MERGEFORMAT }

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

**WITHOUT PREJUDICE
FORMAL OFFER TO SETTLE PURSUANT TO PART 36.10 OF CPR**

We refer to previous correspondence and can confirm that we have now quantified our client's claim and formally offer to settle at £{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_C" } plus the claimant's costs on a standard basis with a detailed assessment under Part 44.12a CPR failing agreement. The offer relates to the whole of the claim and is inclusive of interest. { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "If this offer is accepted it is subject to court approval." "" }

This is not a figure for barter, but is in fact something less than the sum we have advised our client may achieve if the matter proceeds to the commencement of proceedings and further to a trial. This position is taken to see an early end to this matter whilst allowing both sides to take something from the settlement and keeping costs in proportion to the matter at hand.

We do not intend to rehearse the contents of our medical evidence, but place a value on general damages of £{ MERGEFIELD "TK_PIVALUE_TK_GEN_DAMS_AMT" }.

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Our client's financial losses are £{ MERGEFIELD "TK_PIVALUE_TK_FIN_LOSS_AMT" }, details have been provided with documentary evidence where available.

Interest upon Special Damages is 6% pa which amounts here to £{ MERGEFIELD "TK_PIVALUE_TK_SPEC_INTRST" } and 2% for General damages if proceedings are issued.

We are confident that we have given you sufficient information to value our client's claim.

If you are not prepared to meet our client's claim as quantified then we have instructions to issue Court proceedings as soon as is allowed within the Court rules. We will claim interest at 10% above the prevailing base rate on both costs and damages, should the court at a later date award our client a sum either equal to or greater than our formal offer to settle. We will also ask the Court to award costs on the indemnity basis.

This offer is intended to have the consequences of a Part 36 offer as per CPR36.2(2)(b).

This offer will remain open for 21 days which is the time period stipulated in the relevant CPR provision and will have the cost consequences as per CPR36.2(2)(c). We expect an acknowledgement of this letter by you or your appointed agents.

We await hearing from you.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }