

Our Ref: «MATTER_FEE_EARNER_ID»/«client_no»/«matter_no»

18 March 2022

Dear

Re: «MATTER MATTER DESCRIPTION»

Further to the above, I have enclosed with this letter some information about my firm. This also sets out how we would investigate such a claim and the tests involved in the law for establishing whether or not there has been negligence.

From the brief discussion that we had, I do believe that you are justified in making enquiries to see whether or not there has been substandard treatment (liability) and to establish how you suffered as a result of that substandard treatment (causation). This is not to say that I am saying that you have a claim which will be successful, but on the information you have provided to me to date, I consider the treatment you received warrants further investigation.

In order to investigate your claim, I may need to obtain all of your medical records, including G.P. records. I may also need to obtain independent expert opinion to look at the problems that you have encountered as a result of any potential negligence. I may need to obtain further medical evidence to investigate the harm or damage that you have suffered. I understand that you have pursued the complaints procedures available to you and I would ask pleased that you provide me with a copy of any correspondence you have in this respect, if you have not yet provided these to me.

We did briefly discuss the various funding options available when brining a legal claim. To discuss the case, there has been no charge to you. Please check whether you have any household, car, credit/debit card insurances that may have a legal protection attached to them (often referred to as Legal Expense Cover or **BTE - Before the Event insurance**). The policy ought to have been in place at the time of the alleged negligence. I therefore suggest that the starting point is for you to check through any insurance policies that you have to see whether or not you have any legal expense cover. Often they can exclude clinical negligence matters but I do feel it is worth checking this area. If you would like to discuss this further, I would be more than happy to do so.

If the funding options discussed above are not available, we would need to consider if the matter is suitable for a '**No Win, No Fee**' agreement (Conditional Fee Agreement or CFA). This will mean that if we are not successful in your claim, we would waive our fees. Before proceeding with such an agreement, we must firstly ensure you do not have any **Before the Event insurance** and consider whether the case would be suitable for a 'no, win, no fee' agreement based on our assessment of the strengths of your case.

If the matter did go on to be funded by way of a 'no win, no fee' agreement, I can advise that if you were successful with a claim of this nature, you would be liable to pay for the following:

- Our base costs calculated by how much time we spend working on your matter based on our hourly rate as set out in the CFA. As a general rule you can expect to

recover a portion of this from the defendant. There are factors that can affect the amount of base costs recoverable from the defendant, which we will advise you upon when such factors arise.

- A success fee would be payable from any damages that you receive. Again, this will be set out in the CFA. This is the fee to account for our risk of not being paid our base cost in the event you are not successful in your claim. You are liable for the success fee in full and cannot be recovered from the defendant.
- Any disbursements we pay out on your behalf such as court fees or medial expert fees. As a general rule you can expect to recover a portion of this from the defendant and you would be required to pay any shortfall in the amounts payable. There are again factors that can affect the value of disbursements recoverable from the defendant, which we will advise you upon when such factors arise.
- Any fee for a barrister instructed in your behalf. A barrister would normally also be instructed on a no win no fee basis and details of any such agreement would ne advised at the time. If a no win no fee arrangement cannot be agreed with a barrister, the fees would be treated the same as any other disbursement as detailed above.

If you were not successful with your claim, you would not be liable to pay our base costs or the success fee but you would be required to pay any disbursements, barrister costs and the defendants costs.

If the matter were to proceed via a CFA, we would also need to consider obtaining what is known as 'after the event' insurance (ATE) to provide you with further protection. This will cover the legal costs payable to the defendant in the event that the claimant's claim is unsuccessful. I will write to you separately regarding this if required.

I look forward to hearing from you further. Please ensure in the meantime that you keep safe any evidence- such as prescription, letter of complaint/response, medicine boxes etc. if you need to contact me please do not hesitate to do so.

Finally, I must remind you of the time limits applicable to claims for clinical negligence. The law requires all individuals who have sustained personal injuries as a result of another's acts/omissions to bring a claim (that is to issue Court proceedings) within three years of the date of the alleged negligence or three years from the date upon which they suspected/believed or ought reasonably have suspected/believed that they may have suffered as a result of another's acts/omissions. A failure to do so may result in them being prevented from bringing a claim about the matter in the future.

I look forward to hearing from you as to whether you do have 'Before the Event' insurance or whether you wish for us to consider matters under a CFA as above.

Of course, should you have any difficulties or queries upon receipt of this letter, please do not hesitate to contact me.

Yours sincerely

«CALCULATION_FEE_EARNER_DESCRIPTION»
«PRACTICEINFO_PRACTICE_NAME»

