

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

24 March 2022

«FW_CN_CLI_INFO_FW_CN_LF_TITLE» «FW_CN_CLI_INFO_FW_CN_LF_INITIA»
«FW_CN_CLI_INFO_FW_CN_LF_SNAME»
«FW_CN_CLI_INFO_FW_CN_LF_ADD»

Dear «FW_CN_CLI_INFO_FW_CN_LF_TITLE»
«FW_CN_CLI_INFO_FW_CN_LF_SNAME»

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 «LINKNAME_FORENAME_1» 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 «LINKNAME_FORENAME_1» received warrants further investigation.

In order to investigate the claim I may need to obtain copies of all medical records, including G.P. records. I may also need to obtain independent expert opinion to look at the problems that «LINKNAME_FORENAME_1» has encountered as a result of any potential negligence. I may need to obtain further medical evidence to investigate the harm or damage that «LINKNAME_FORENAME_1» has suffered.

We did briefly discuss the various funding options available when bringing 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.

The other option is that you might be eligible for Legal Aid. We talked briefly about this and if you do not have any Before the Event funding and if certain criteria apply, we may be able to secure Legal Aid funding.

Legal Aid is a twofold test, 1) on merits and 2) on your finances. Because of your finances, you should financially qualify. On the merits, I will need to prepare a statement to Legal Aid saying why I believe you should be granted Legal Aid to investigate «LINKNAME_FORENAME_1»'s case.

If you are granted legal aid, then it is likely that a certificate will be awarded, which will enable me to take various steps, namely obtain «LINKNAME_FORENAME_1»'s records, independent medical expert opinion and a Barrister's Advice thereafter. If we cannot prove that there has been negligence at that stage, Legal Aid will pay me, the Barrister and the experts involved. There is no charge to you. Likewise, if we could say that at the first stage it is likely that we could show there is negligence, we would proceed to the next stage and your legal aid would be limited further. The financial limit, which initially would be approximately £7500 - 10000 would probably be increased. If we get to the next stage, and again we cannot prove negligence or we cannot succeed against the other parties, if we become involved in Court proceedings, again Legal Aid will pay me the Barrister, the experts involved.

If «LINKNAME_FORENAME_1» has the benefit of legal aid, the other side cannot ask that you pay their costs. This continues until the conclusion of the case. If you lose your case, then you are protected by Legal Aid. If you win, then you are granted an award of damages and this time, rather than Legal Aid paying me, the other side have to pay the costs. Providing all of the costs are paid, then you will be paid all of your damages. There is a legal aid 'statutory charge' and this is when there could be a shortfall in the amount of costs that are paid by the other side, for example, we had had a negative report, which was never disclosed to the other side. It rarely happens but it is there and I will advise you as the case progresses as to whether or not I think it is likely that the statutory charge will have to be used.

If «LINKNAME_FORENAME_1» is legally aided I will write to you on a six monthly basis to tell you how much public money has been spent on the case. This is not a request for payment but is to tell you how much public money has been spent. It is a reminder to you that Legal Aid views the granting of the certificate to you as a very serious matter and that public money should not be wasted in any way.

I remind you of your duty to let legal aid know immediately if you obtain some capital and/or your work and your finances change. They can then reassess your eligibility and you may still qualify or you may qualify but have to pay a legal aid contribution.

I did discuss that Legal Aid may assess that you can pay a contribution towards the cost of your case. This is payable for the life of the case. If we cannot proceed or lose, you will lose the amount of money that you have paid to legal aid up until that point. In some very rare cases if you lost a court case, the defendants could ask that you pay to them the same amount that you have paid in legal aid contributions at that time. We are not obliged to tell the other side that you are paying contributions but if they ask, we have to tell them. If you win Legal aid will return the contributions to you, subject to any 'statutory charge'.

In some cases and scenarios, Legal Aid could be discharged, in which case Legal Aid would pay all of the costs but if they felt that you had been unreasonable or failed to disclose information to them within a reasonable period of time, they could revoke the certificate, which means that whilst they would still pay me, they may then seek recovery of whatever monies they pay out to us, from you. Again, this very, very rarely happens. If you win the case, then you would receive full reimbursement of the legal aid contributions, subject to any statutory charge.

I enclose the MEANS1 form for you to complete. This is the form which asks about your household finances. I also enclose two form L17's one for yourself and one for your partner to complete. These need to be passed to your employers as they need to give the information about your finances. Please return them to me in the stamped addressed envelope provided as soon as possible. I will also send you another Legal Aid form for

signature shortly. This will be the form that sets out who the parties are and has a brief summary of what the case is about.

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 be 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 defendant's 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»