



ROAD TRAFFIC ACCIDENT CLAIMS

We have been asked to act on your behalf in claiming compensation for the losses that you have sustained in your recent accident. Of course, it is likely that the other party involved will be insured, and so we will be negotiating on your behalf with those insurers. This leaflet aims to provide answers to questions frequently raised in road traffic accident claims.

Q. WHAT CAN I CLAIM FOR?

A. Generally speaking, damages (or compensation for loss) are recoverable under two headings. These are called Special Damages and General Damages.

SPECIAL DAMAGES include the following:

- Insurance excess;
- Hiring charges (for a reasonable period - see later);
- Repair costs (if third party insurance);
- Pre-accident value of your vehicle (if third party insurance);
- Travelling expenses (bus, taxi, rail for a reasonable period - see later);
- Medical expenses (prescriptions etc.);
- Damaged property/personal effects (receipts will normally be required);
- Postage/telephone costs (telephone costs will necessarily be an approximation unless you have a metered telephone);
- Recovery and storage charges (for a reasonable period);
- Loss of use - if you have not hired a vehicle, you are entitled to claim a negotiable weekly figure, for a reasonable period, for the inconvenience of not having your vehicle. The weekly figure will vary in each particular claim, depending upon your circumstances;
- Net loss of earnings.

If you have receipts, tickets, or similar evidence of expenditure for any of the above, please send them to us as soon as possible, quoting your reference.

Q. ARE ALL HIRE CHARGES RECOVERABLE?

A. If you have **comprehensive** insurance, the onus rests on you to chase your own insurers and the garage to ensure that the repairs are carried out as quickly as possible. If there is any undue delay you may not be able to recover full hire charges.

If you have **third party** insurance, [a] you will only be able to recover the hire charges up to the date that we receive confirmation that your vehicle is beyond economic repair. This assumes that the other driver's insurers were informed as soon as reasonably practicable that your vehicle is damaged and may be beyond economic repair. You will not be able to recover any hire charges incurred after this

confirmation is received, [b] and immediately, after the accident you know or believe that your vehicle is beyond economic repair or is to be written off then generally no hire charges will be reimbursed, however unfair this may seem.

You are not entitled to recover hire charges for an indefinite period simply because you cannot afford to replace your vehicle until the insurance company pays out.

Q. HOW LONG CAN I CLAIM FOR TRAVELLING EXPENSES?

A. Again, you will not be able to recover travelling expenses incurred [a] after your vehicle is repaired [b] after you receive confirmation that your vehicle is beyond economic repair (**comprehensive insurance**) [c] after we receive confirmation that your vehicle is beyond economic repair (**third party**). You will, however, still be able to recover travelling expenses for visiting your doctor and/or a specialist, etc.

Q. I AM INCURRING STORAGE CHARGES AT THE MOMENT - WHO IS RESPONSIBLE?

A. If you have **comprehensive** insurance, your own insurers will be responsible. If you have **third party** insurance and assuming that liability is not disputed, the other driver's insurance company will ultimately be responsible for storage charges for a reasonable period. This however, assumes that the insurance company was informed as soon as possible that your vehicle may be beyond economic repair. You should be aware that the storage charges are initially your responsibility. It will not be possible to recover those storage charges which you incur after we have been informed by the other driver's insurance company that your vehicle is beyond economic repair. If immediately after the accident you know or believe that your vehicle is beyond economic repair or is to be written off then limited storage charges are likely to be recoverable, however unfair this may seem.

If you have third party insurance you should, if at all possible, move your vehicle to a place of free and safe storage as soon as you can.

Q. CAN I CLAIM FOR INTEREST IF I HAVE TO BORROW MONEY FOR A NEW VEHICLE, HIRE CHARGES, ETC?

A. It is not normally possible to include any interest charges which you have incurred in your claim. There is unfortunately a long-standing legal principle that the other driver (and his insurance company) cannot be held liable for any interest charges which you incur.

Q. WHAT WILL HAPPEN TO MY NO CLAIMS BONUS BECAUSE OF THIS?

A. If your claim is 100% successful, then your insurance company will usually reinstate your no claims bonus.

Q. I HAVE THIRD PARTY INSURANCE AND I DO NOT THINK THAT MY VEHICLE IS REPAIRABLE. HOW MUCH WILL I GET FOR IT?

A. If your vehicle is not likely to be repairable, the third party insurers will normally arrange for an engineer to inspect your vehicle to assess its value. The engineer will normally look at the condition of your vehicle, its mileage, and consider used-car guides to arrive at his assessment. The engineer will also consider the scrap value of the vehicle, because disposal of the vehicle remains your responsibility. He will then advise the third party insurers of his valuation of your vehicle, and its salvage value. The third party insurers will advise us of the NET valuation (i.e. the engineer's valuation less the scrap value). In many cases a client is unhappy about the pre-accident valuation because he/she considers that the vehicle is worth more. Nevertheless, it is up to us to produce evidence to show why the vehicle is worth

more than the engineer's assessment. To begin with, study the private used car sales advertisements in your local newspapers (NOT the garage adverts, as there is a built-in profit element) and look for the same vehicle type, same year and similar mileage, for an indication of your vehicle's value.

GENERAL DAMAGES is the term used to denote the personal injury, pain, suffering, and loss of amenity which may have been sustained by you in the accident. To substantiate your general damages claim we shall need to obtain medical evidence and to ascertain how your every day life has been, or is still being affected, by the injuries you have sustained.

Q. HOW MUCH IS MY PERSONAL INJURY CLAIM WORTH?

A. No two cases are identical. In order to assess the monetary value of each claim, we will consider awards made by English Courts in similar cases, and use the awards as a guide to value your own particular claim. If an offer comes through from the other driver's insurance company, we shall advise you whether it is low, reasonable or otherwise. In most cases it is possible to negotiate an increase in the initial offer, but if the offer remains low, it may be necessary to issue Court proceedings to effect an increase. The Court may finally have to decide what your claim is worth.

Q. WHAT HAPPENS IF I HAVE NOT FULLY RECOVERED?

A. If you have not made a full recovery by the time we receive your claim, it will normally be necessary to obtain a specialist's report which will usually contain a prognosis for future recovery, i.e. an indication of how long it is likely to be before you make a full recovery. If the specialist advises a further report in the future to assess your current condition, this would normally be carried out before any settlement is concluded.

Once you have accepted and received a settlement for your personal injury claim, it is NOT possible to make any further claim (apart from exceptional circumstances) and this should always be borne in mind.

Q. WHAT HAPPENS IF THE OTHER DRIVER IS UNINSURED?

A. If this should be the case, an organisation known as the Motor Insurers' Bureau will be liable to deal with your claim, although they are not responsible for the first £300 of any property damage claim. The Bureau also deal with personal injury claims where the other driver remains untraced but in such cases will only deal with your property damage if the application is presented within nine months of the accident.

Q. HOW LONG WILL MY CLAIM TAKE TO SETTLE?

A. This is the 64,000 dollar question! No two cases are the same, and each case turns on its own particular circumstances. It is simply not possible to give a time estimate. The basic aims in each case, however, remain the same: Firstly, to establish that the other driver was at fault; secondly, to gather all the documentary evidence (medical reports, hire receipts, loss of earnings confirmation from employer/accountant, etc) and submit it to the other driver's insurance company, before finally negotiating a satisfactory settlement with the insurance company on your behalf.

In a number of cases it will become necessary to commence Court proceedings to progress your claim.

We must point out that there are a number of factors out of our control which may cause delay in the ultimate settlement of your claim e.g. insufficient details of the other driver's insurance company, failure by the other driver to report the accident, delays in the availability of the Police Report (if any), delays by doctors, employers or other parties in submitting to us the documentary evidence we require. We aim to chase the party or parties concerned on a regular basis if we have not had a response within a reasonable time.

Q. WHAT HAPPENS IF IT GOES TO COURT?

A. It has been said that 90% of civil cases in this country do not reach a full Court hearing. There is much truth in that statement.

The only circumstances in which your claim is likely to end in a Court Hearing are:

1. if there is an argument about liability, (i.e. who is to blame for the accident) and the witnesses to the accident need to be called to give evidence along with yourself and the other driver;
2. if it is felt that an unrealistic offer has been made in respect of your personal injury claim, and you accept our advice, then the matter would proceed to Court with the Judge hearing from yourself, as well as medical experts, and then deciding upon the value of your claim.

If your claim does proceed to a full Court Hearing, we shall keep you fully abreast of procedures and what will happen.

We hope the information contained in this leaflet will allay any queries you may have about your claim. However, if you do have any other questions these should be referred to the person dealing with your claim within our office.

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