

[REDACTED]

Letter to client

Dear [REDACTED]

We write further to previous correspondence in this matter.

We enclose for your attention a copy of the schedule of special damages that has now been drafted by [REDACTED], the Chartered Accountants, who have calculated your loss of earnings and loss of pension on the basis of the instructions that you provided to them.

We would be obliged if you could read through the contents of the schedule that has been drafted by [REDACTED] and then contact Mr [REDACTED] at this office to confirm whether or not you agree to the same.

We look forward to hearing from you as soon as possible.

Yours sincerely

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received correspondence from [REDACTED] the Chartered Accountants and Management Consultants that we instructed to prepare a schedule showing the client's loss of pension and loss of earnings sustained as a result of his early retirement as a result of this accident and the injuries that he sustained.

The calculation that has been put together by Bennett Brookes is a very complicated calculation and they have confirmed that this is a complicated case.

They have prepared the schedule on the basis of the client's instructions and have assumed that this particular client would have continued in his employment to age 65 and that he would have been promoted to Engineer Grade 3 in September 2008. For the purpose of the schedule, it has been further assumed that he would have received a cost of living pay rise in January 2008 of approximately 3%. They recommend however that details of actual pay increases awarded be obtained from the Defendants.

In order to calculate the level of overtime received by the Claimant they have compared his actual gross earnings to the pensionable pay shown on his pension statement which unfortunately has been necessary due to the fact that [REDACTED] shredded all of his pay slips.

On this basis, the Claimant's loss of pension claim amounts to £34,138 and the Claimant's past loss of earnings up to the assumed date of trial which is 5 October 2008 amounts to £23,501.

The loss of earnings from this assumed trial date through to the client's retirement age in September 2009 are a further £14,202.

Therefore the total loss of earnings the schedule of special damages sought are £71,841.

We will send this to the client for his approval and then, if he is in agreement with the schedule, we can then serve the papers accordingly.

We may need to pay an additional issue fee as the amount shown on the schedule of special damages now takes the claim outside of the bracket in which we had issued proceedings and paid the relevant claim form fee.

**Time engaged reviewing file and considering contents of the schedule of special damages drafted by [REDACTED]: 30 minutes**

[REDACTED]

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received correspondence from [REDACTED] the Second Consultant Orthopaedic Surgeon we have instructed in this claim, who has confirmed that he has now made arrangements to attend with this client with a view to preparing a medical legal report on Thursday 3 July 2008 at 6.10pm.

My intention was to send a copy of this letter out to the client and to obtain her confirmation as to whether or not she will be able to attend this appointment.

However, I was telephoned on Monday 23 June 2008 by the client's husband, [REDACTED] who telephoned to confirm that the client was able to attend the appointment and had received her appointment letter from [REDACTED]

He confirmed that the client was now also due to attend this week with [REDACTED] again from the Rehabilitation company that were instructed by the Defendant's insurers in this claim.

We should therefore be receiving a further report from the Rehabilitation company very shortly and this may need to be forwarded to [REDACTED] so that a supplementary report can be prepared in due course.

**Time engaged reviewing the file:** 6 minutes  
**Time engaged on telephone to client's husband:** 6 minutes

[REDACTED]

Dear [REDACTED],

We write further to previous correspondence in this matter.

We can confirm that we have now received an offer to settle your claim from the Defendant's insurers.

They have considered the medical evidence of [REDACTED] and, having done so, have now put forward an offer to settle the Personal Injuries element of your claim in the sum of £1,000.

We would therefore be obliged if you could contact Mr [REDACTED] at this office upon receipt of his letter to discuss the merits of this offer.

We look forward to hearing from you.

Yours sincerely,



[REDACTED]

Letter to client

Dear [REDACTED]

We write further to previous correspondence in this matter.

We can confirm that we have now received correspondence from the Defendant's insurers who have confirmed that they are prepared to fund and arrange the physiotherapy treatment that has been recommended by our medical expert, [REDACTED]

We have therefore provided them with your contact details so that the Physiotherapy Treatment Network providers can contact you with a view to arranging this physiotherapy treatment and organising a first appointment with you.

You should therefore be hearing from the Physiotherapy Treatment Network providers very shortly.

If you do not hear from them within the next 7-10 days then please contact [REDACTED] at this office to inform us of this and we will chase up the Defendant's insurers in this regard.

We would also be obliged if you could inform us of the date of any physiotherapy treatment once this is organised.

We trust that this explains the position to you and look forward to hearing from you in this regard as soon as possible.

Yours sincerely

[REDACTED]

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received the medical report of [REDACTED], the Consultant Orthopaedic Hand and Trauma Surgeon that we instructed to prepare a medical report in this matter.

[REDACTED] has attended with this client and reviewed her records and states that she sustained a crush injury to her right dominant hand as a result of this accident on 19 June 2007. He states that there were puncture wounds to the dorsum of the right hand but no evidence of any deep injury or fracture.

The client has subsequently developed symptomatic osteoarthritis and mild Carpal Tunnel Syndrome in the same hand.

[REDACTED] states that he believes that the puncture wound and the effect of that are secondary to the accident in question. However the osteoarthritis and the Carpal Tunnel Syndrome are unconnected with the accident, meaning that the client's ongoing symptoms are unrelated to the accident too.

Therefore it seems that this is a relatively straightforward accident and the effects of the injury would have lasted for no longer than six months after the accident as any subsequent symptoms are related to the osteoarthritis and the Carpal Tunnel Syndrome which are not accident related.

We will therefore send a copy of this report to the client for her approval.

If she agrees with [REDACTED] conclusions and the diagnosis that he has given, then we can forward this to the Defendant's insurers and invite them to make us an offer for general damages in this matter.

**Time engaged reviewing file and considering the contents of [REDACTED] report:**  
24 minutes

[REDACTED]

Letter to client

Dear [REDACTED]

We write further to previous correspondence in this matter.

We enclose for your attention a copy of the medical report that we have now obtained from [REDACTED] Consultant Orthopaedic Hand and Trauma Surgeon dated 22 May 2008.

[REDACTED] has prepared a report commenting upon the nature and extent of the injuries that you sustained in this accident and you will see from the report that he believes that you sustained a straightforward puncture wound in this accident from which you would have made a complete recovery within six months.

[REDACTED] states that any ongoing symptoms that you have experienced since the expiry of this six month recovery period are due to unrelated osteoarthritis and Carpal Tunnel Syndrome problems, which cannot be attributed to the accident.

We will be obliged if you could read through the contents of this report and then contact [REDACTED] at this office to confirm whether or not you agree to the report and are happy for the same to be disclosed to the Defendant's insurers.

We look forward to hearing from you in this regard as soon as possible.

Yours sincerely

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] spoke to this client on Friday 20 June 2008.

The client was telephoning to discuss the ongoing denial of liability that has been put forward in this matter by the Defendant's insurers.

The Defendant's insurers have suggested that there was nothing defective about the tool that the client was working with at the time of this accident and that the tool was exactly the same as all of the other similar tools within use within their factory premises.

This is different to the information that was given to us previously by the client who had suggested that the tool that he was working with at the time of this accident was a modified tool and was therefore different in some way to the other tools and was also defective in that part of the tool had not been secured in the way that it should have been.

If the Defendant's insurers arguments are correct, then clearly the client's previous statements to us were completely wrong and this does cast some considerable doubt on his credibility as a witness.

I put this to the client and the client did not give me a direct response to this and stated that it may well be the case that all of the tools within the factory are the same but he did state that this tool was still different to some of the other tools.

When I pressed him on how this was the case, he was unable to tell me how it was different and instead became quite agitated and began to speak much louder so that he was effectively shouting down the phone and talking over me and not listening to anything that I was saying.

The client did state, however, that he thought that the oil was primarily to blame for this particular accident as the oil that was being used on this particular tool was very sticky oil and was again different to other types of oil that are in use within the factory.

He stated that it was the excessive presence of oil on the tool that caused the top plate to stick and then drop down onto his hand.

The client is adamant that this accident was not his fault and he states that the company should be held responsible for the accident and should compensate him for the injuries that he sustained as he was working in the correct manner and could not be faulted for anything that he did. He stated that even if all of the tools within the factory are the same, the fact is that this pressure plate was dangerous when this sticky oil was applied to the tool as the pressure plate was not secure and would therefore stick to the oil in the way that it did at the time of this accident if this sticky oil was used.

Nevertheless, this does differ from the instructions that were initially given to us by the client who had suggested that the tool in question was in fact defective.

Rather than going back to the Defendant's insurers with further arguments, I believe that we should now arrange for a conference to take place with a Barrister to discuss the merits of this claim.

The client clearly needs to be pinned down on the exact circumstances of this accident and exactly why this particular accident occurred and I believe the best way of doing this would be to arrange for a conference to take place with a Barrister at the Chambers in Birmingham in the near future.

I will therefore place this client on my list of appointments for next time I attend at Birmingham and I will arrange for two or three conferences to take place at No 5 Chambers to discuss the merits of the cases with [REDACTED] of Counsel.

Once I have two or three cases together, I will then arrange a day within the next four to six weeks.

**Time engaged reviewing file:** 12 minutes

**Time engaged on telephone to client discussing the case:** 12 minutes

[REDACTED]

### FILE ATTENDANCE NOTE

[REDACTED] attended at the Union offices, [REDACTED] on Thursday 19 June 2008.

Whilst attending at the Union offices in [REDACTED] for a number of appointments with new clients, I also attended with [REDACTED] who dropped off copies of his DSS records which have now been forwarded to him directly by the DWP.

We now need to provide a copy of these to the Defendant's solicitors who have requested disclosure and review of the same prior to taking any further steps.

He will therefore photocopy these records and forward them to the Defendant's solicitors accordingly.

**Time engaged reviewing the file and considering the contents of the client's DWP records:** 24 minutes

**Time engaged discussing the case with the client at the Union offices in [REDACTED]:** 12 minutes

[REDACTED]

Letter to Defendant's solicitors – [REDACTED]

Dear Sirs

We write further to previous correspondence in this matter.

We can confirm that our client has now received copies of his DSS records from the DWP and therefore disclosed a copy of these records to us.

We therefore enclose a photocopy of these records for your attention. Kindly acknowledge receipt.

We now look forward to hearing from you further in due course.

Yours faithfully

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] spoke to this client on Friday 20 June 2008.

The client was telephoning in response to my recent letter in which I had asked him to contact me to discuss the denial of liability that was being put forward in this matter by the Defendant's insurers, which I had not yet properly had the chance to discuss further with the client.

I had wrote to the client in August 2007 informing him of the ongoing denial of liability that was being put forward, but he had failed to respond.

The client stated that he had presumed that as liability was continuing to be denied that there was no point in taking the case any further and that the claim was now to be discontinued.

However, upon speaking to the client, he is still adamant that liability should be admitted by [REDACTED] for this accident, even though I ran through the denial of liability with him and explained to him that clearly a reasonable system of inspection was in place on behalf of the Defendants and also they had in place a system whereby they tried to clear up any leaves that congregated on the pathways or highway, even though they were not statutory obliged to do so.

I stated to the client that my view was that liability was unlikely to attach to the Defendants on this occasion and that it was highly likely that the denial of liability being put forward was a reasonable one and that a court would uphold this if the matter was progressed to the courts too.

However, the client stated that the leaves in question had been present in this position on the highway for a number of months prior to this accident and that there was no way that the Council had in place any system of inspection or cleaning up as far as these leaves were concerned as they had become very rotten and slippery, hence the reason why he slipped at the time of this accident.

I stated to the client that if he was suggesting that the Council did not have in place a reasonable system of inspection or that the Council had missed an inspection and failed to identify these leaves and cleared the same up promptly, then we would need to obtain some independent witness evidence from a witness who may have seen the presence of these leaves some time prior to the accident and could confirm that the Council had simply missed this and failed to clear up the leaves or, even better, had failed to act upon reports that the leaves did constitute a hazard and failed to act upon these complaints.

The client stated that he would speak to a number of his colleagues who worked on this route regularly to confirm whether or not this was the case as far as he understands, some of his colleagues could confirm that the leaves were like this and in this condition for a considerable period of time.

The client stated that they had been like this for months and was simply not cleaned up and therefore he believes that this should constitute negligence on the part of [REDACTED].

I stated to the client that if he could obtain independent witness evidence from some of his colleagues, or even people who lived in the nearby area who could confirm this to be the case, then this would cause us to take a second look at things and we could review matters and put this further information to [REDACTED] and see if they will change their mind regarding liability.

The client therefore stated that he would speak to a number of his colleagues and see if they were prepared to help in this regard.

I did advise the client, however, that if no witnesses were forthcoming or if he was unable to provide us with such further new information then I believed that the claim had been progressed as far as it could and that we could not take matters any further and that unless there is any further information that can disprove the denial of liability that has been put forward, then we will need to accept the denial of liability as reasonable and discontinue the claim at this stage.

Client stated that he understood the position and that he would speak to his colleagues and then come back to us in the very near future.

**Time engaged reviewing file:** 6 minutes  
**Time engaged discussing the case with client over telephone:** 12 minutes

████████████████████

## FILE ATTENDANCE NOTE

██████████ spoke to this client on Friday 20 June 2008. The client was telephoning to confirm that he had received my letter confirming the date of the limitation hearing in this claim which was due to take place on Monday 29 September 2008 at 10.30am.

The client confirmed that he had now diarised this hearing date and that he would be able to attend at Birmingham County Court for this hearing.

The client asked whether or not this now meant that the case would be proceeding to a final court hearing or whether there would be any settlement offers made by the Defendant's insurers prior to this.

I stated to the client that as solicitors were now involved for ██████████ and as they seemed to be actively pursuing limitation as a defence to this claim. I doubted at present whether or not any offers would be made with regard to limitation as the Defendants clearly feel that they have a good strong argument as far as limitation is concerned.

Indeed, even our Barrister has conceded that there may be some strong limitation arguments that the Defendant's solicitors could put forward in any limitation hearing and the Barrister appears to be suggesting that our best chance of continuing with this claim is to argue that the court should exercise their discretion in disregarding the three year limitation period for the reasons that it is reasonable to do so in this claim, given that there has been no prejudice to the Defendants.

Therefore the actual three year limitation period could well have already expired and on this basis the Defendants may take this right through to a final limitation hearing and argue that the claim should be statute barred.

I therefore stated to the client that he should treat this case as if the claim is now going to proceed to a final limitation hearing in September.

I stated that we would be doing the same and would therefore be arranging for a further conference to take place with the Barrister, Mr Neil Thompson, in the near future, following disclosure of all relevant documentation between the parties at the start of July 2008 in accordance with the court's directions.

Once full disclosure has taken place, we will then review matters with Counsel in conference so that we can then amend and/or redraft the client's statement to address the issue of limitation specifically prior to the statements then being served at the end of August/start of September.

The client was happy with this and stated that he would wait to hear from us further in due course. He stated that he was happy to attend any further conference with Counsel if we felt this necessary.

**Time engaged reviewing file and discussing case with client over telephone:**  
12 minutes

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received correspondence from [REDACTED], our Consultant Orthopaedic Surgeon in this claim, who has prepared a supplementary medical report commenting upon the medical records that we sent to him and also the query that we raised regarding the client's shoulder injury.

[REDACTED] states that within the review of the medical records, there is an entry dated 20 June 2006 confirming that the client had sustained an injury at work two weeks previous but that he was still struggling with right sided shoulder pain.

However, the most recent correspondence from the Royal Orthopaedic Hospital confirmed shoulder pain but states that this relates particularly to the left shoulder rather than the right shoulder.

[REDACTED] is therefore of the opinion that on the balance of probabilities, the symptoms of the left shoulder about which he currently complains are not related to the accident in question as the accident in question produced right sided shoulder pain which is not mentioned at all in the Royal Orthopaedic hospital records sent through to him recently.

Therefore it seems that any shoulder problem that has developed is not directly related to this accident.

If the client is suffering from left sided shoulder pain, the fact that there was no mention of the client suffering from left sided shoulder pain at the time of this accident would suggest that the onset of the symptoms has not been due to the accident but rather as some other cause or explanation.

**Time engaged reviewing file and considering the contents of the supplementary medical report: 18 minutes**

[REDACTED]

Letter to client

Dear [REDACTED]

We write further to previous correspondence in this matter.

We enclose for your attention a copy of the supplementary medical report that we have now obtained from [REDACTED], Consultant Orthopaedic Surgeon, dated 9 June 2008 .

We would be obliged if you could read through the contents of [REDACTED]'s supplementary medical report and then contact Mr [REDACTED] at this office to discuss the same.

We look forward to hearing from you with your views regarding [REDACTED]'s medical report as soon as possible.

Yours sincerely

██████████ ██████████

Letter to Defendant's solicitors ██████████

Dear Sirs

We thank you for your letter dated 13 June 2008, requesting a breakdown of our client's Part 36 offer of £14,200.

I can confirm that we have valued general damages in this claim in the sum of £10,500.

In addition to this, we are seeking to claim the sums outlined within our schedule of special damages, and our client has also advised us that he is continuing to receive osteopathic treatment which does relieve his symptoms and which he is continuing to receive and is likely to receive for the foreseeable future.

We have therefore written to ██████████ asking him to confirm in writing whether or not he believes this osteopathic treatment is required and is of benefit to the Claimant, as clearly if this is the case, then we'll be looking to recover the future costs of this as part of the schedule of special damages too.

We have been advised that the likely costs of this treatment for the next three to four years are in the region of £2,200 and therefore our client has instructed us that he wishes this sum to be included within the valuation of the claim at present.

We accept, of course, that this will be subject to ██████████ supplementary medical evidence.

This is how we have valued the claim in the overall sum of £14,200 and this is why we are instructed to put forward this sum by our client as a counter offer.

We look forward to hearing from you with your further views regarding quantum of this claim by return.

Yours faithfully

████████████████████

## FILE ATTENDANCE NOTE

██████████ spoke to this client on Friday 20 June 2008 regarding his claim. I had written to the client on 16 June 2008 asking him to contact me and I explained to the client that the reason for this was that the Defendant's solicitors had now asked us for a breakdown of the client's Part 36 offer of £14,200, of which we had been instructed to put forward by the client following our recent telephone discussions.

The client stated that the figure of £14,200 was based upon the general damages valuation of Counsel of £10,000, our special damages schedule of around £2,000 and the predicted osteopathic costs that he had been quoted for the next seven years, as he believes he will continue to need this treatment for the foreseeable future.

This costs in the region of £2,200 and therefore this is what comprises the overall offer of £14,200.

This means that we are effectively putting forward our maximum valuation of the claim as a counteroffer and it is therefore likely to be rejected by the Defendant's solicitors and I explained this to the client.

However, the client stated that he instructed us to put forward the offer of £14,200 as he believes that the Defendant's insurers/solicitors will then put forward an offer that is somewhere between their initial offer and our valuation of the claim and this may then be an offer that he would consider accepting.

I stated to the client that if this was the case I would inform the Defendant's insurers of our valuation of the claim and state that the osteopathic costs are subject to a further supplementary medical report from ██████████ being obtained in support of this confirming that these costs are justified and that they are likely to be incurred over the next seven years as suggested by the client.

**Time engaged with client discussing case over the telephone: 12 minutes**

[REDACTED]

[REDACTED]

Dear Sirs,

We write further to previous correspondence in this matter and refer in particular to your letter dated 13 June 2008.

We apologise for the delay in returning to you with our client's further instructions, but we can confirm that our client has now provided us with instructions to accept your offer to settle her the General Damages aspect of this claim in the sum of £1,500.

This is subject to your agreement to pay our reasonable costs and disbursements, and is also subject to us reaching agreement on the Special Damages aspect of our client's claim.

Our client has indicated to us that she sustained a loss of earnings following this accident from work and has subsequent absence. Whilst we are aware that our client has not returned to work since the date of this accident, clearly the medical evidence that we have on file does not support her making a loss of earnings claim for this period of time.

However, we would be entitled to bring a loss of earnings claim on our client's behalf for at least the first few months following this particular accident and we would therefore be obliged if you could provide us with earnings information for this period of time so that we may calculate the loss accordingly.

We are aware that we have on file a Certificate of Recoverable Benefits from the DWP showing that benefits have been paid to the claimant in the total sum of £5,239.86.

However, we note from reviewing the Certificate that our client only started to receive benefits payment in May 2006 and has continued to receive them to date. Therefore, we would argue that the majority of the time period shown on the CRU Certificate does not relate to this accident nor does it relate to the injuries sustained by our client in this accident, accordingly to the medical evidence of both [REDACTED] and [REDACTED].

We therefore believe that our client should be entitled to a claim for loss of earnings and will appeal the CRU Certificate in this regard if this is disputed.

Either way, we look forward to receiving disclosure of all relevant earnings information by return so that we may then calculate our client's loss.

We also look forward to receiving confirmation from your office as to whether or not you are in agreement that our client should still be entitled to a loss of earnings claim or

whether you require us to appeal the CRU Certificate in this regard prior to any such award being granted.

We trust that this explains our position to you and look forward to hearing from you in this regard by return.

Yours faithfully,

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] spoke to the client on Friday 20 June 2008 regarding her claim.

I had written to the client on 16 June 2008 to chase her up in response to the matters that we had discussed in April 2008 when the client had indicated that she now simply wanted to accept the offer of £1,500 to settle her claim at this stage. The client had indicated that she wanted some further time to think about it however and discuss matters with her GP but upon speaking to her on this occasion she advised that she had still not spoken to her GP about this nor had she disclosed a copy of [REDACTED] report to her GP despite us informing her approximately 18 months ago that she should do this.

Nevertheless the client stated that she was still of the opinion that she would simply like to settle the claim for the sum of £1,500 now at this stage although she does wish to claim back her losses and expenses on top of this.

Upon reviewing the file it seems that we are not yet in receipt of any wages information to enable us to calculate the client's loss of earnings, although we are in receipt of a Benefits Certificate from the CRU which shows that the client has received benefits amounting to in excess of £5,000 to date.

However, the client only started to receive these benefits in November 2007 and any loss of earnings claim that we are making in this claim pre-dates this and relates to the period following the client's accident in February 2006 for a period of only a few months in accordance with Dr Peterson's medical evidence.

Therefore we can justifiably argue to the Defendant's insurers that we are still entitled to a loss of earnings claim on the client's behalf as the benefits payment do not relate directly to the same period of her loss of earnings.

We will write to the CRU to appeal this if necessary, sending a copy of the medical evidence of [REDACTED] and [REDACTED], to show that any symptoms that she has experienced from November 2007 to date are not related to the accident.

We will therefore ask the Defendant's insurers for earnings information to enable us to calculate the client's loss of earnings and we can also try to calculate a care award on behalf of the client once we have the earnings information to discuss with her.

However, the client was adamant that she wanted to accept the sum of £1,500 and she gave me clear instructions that she wished me to write back to the Defendant's insurers accepting this offer for General Damages. I double checked this with her and she confirmed that she did simply want to accept this offer and would settle her claim for this sum plus her loss of earnings and any other losses and expenses she has incurred.

Time engaged on the telephone discussing the case with the client: 12 minutes

Time engaged reviewing the file following our telephone discussions: 12 minutes

[REDACTED]

Defendant's Insurers

[REDACTED]

Dear Sirs,

We write further to previous correspondence in this matter.

We understand that our client attended an appointment with your nominated expert [REDACTED] on Monday 16 June 2008 at 3.00 pm at his consulting rooms in [REDACTED].

We therefore look forward to receiving a copy of [REDACTED] medical report in due course.

In the meantime, we enclose for your attention a copy of a receipt provided to us by our client as evidence of the travel expenses that she incurred in travel to and from this medical appointment.

She has incurred petrol expenses in the sum of £30.00 and we would therefore be obliged if you could provide us with a cheque made payable to our client, [REDACTED], in this sum by return.

We look forward to hearing from you further in due course.

Yours faithfully,

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received correspondence from [REDACTED] the insurers dealing with this particular claim.

They have stated that we have heard nothing from us since our letter of 20 November 2007 and are therefore asking for an update as to the present position.

We therefore need to write to [REDACTED] to inform them that we have now made arrangements for our client to be medically examined and that [REDACTED] attended with the client on 8 May 2008.

We should therefore be in receipt of [REDACTED]'s medical report this client very shortly and once we are in receipt of this report we can then forward the same to the Defendant's insurers and invite them to make us an offer to settle the claim.

Time engaged reviewing the file: 6 minutes

[REDACTED]

Dear Sirs,

We thank you for your letter dated 18 June 2008 and apologise for the delay in returning to you regarding this claim.

We can confirm that we have had some delays in terms of obtaining our client's medical records and making arrangements for our client to be examined by a medical expert.

However, our client was examined by [REDACTED], Consultant Orthopaedic Surgeon, on Thursday 8 May 2008, with a view to a medical report being prepared.

As soon as we are in receipt of [REDACTED] medical report we will of course forward a copy of the same to you and then invite you to make us an offer to settle our client's claim at that stage.

We trust that this explains the position to you.

We hope to be in a position to revert to you again and disclose [REDACTED] evidence within the next few weeks.

Yours faithfully,

[REDACTED]

**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we have now received correspondence from the client, [REDACTED], who has confirmed that she attended her appointment with the Defendant's medical expert [REDACTED] on 16 June 2008 at 3.00pm at his consulting rooms in [REDACTED].

She appears to have been driven to this appointment and a receipt showing the petrol money paid out for this journey has been attached to her letter.

She therefore seeks reimbursement in the sum of £30 that was paid out as petrol costs/expenses.

We will therefore write to the Defendant's solicitors looking for reimbursement of this sum to the client.

Time engaged reviewing the file and considering the correspondence from the client: 12 minutes

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received the returned papers from [REDACTED] of Counsel who has drafted Particulars of Claim so that County Court Proceedings can be issued in this matter.

[REDACTED] has also provided us with an Advice which states that he believes that the client should succeed in establishing primary liability provided that she can prove the date of her accident.

He stated that this is going to come down to her credibility as a witness when giving evidence but clearly her statement does refer to the accident happening on 20<sup>th</sup> March 2006 and she confirms that she attended her GP's surgery on the same day within this statement.

Her GP records do indeed confirm that the client did attend with her GP on 20<sup>th</sup> March 2006 although the details under the entry are rather brief and simply confirmed a surgery attendance with a referral to a physiotherapist for physiotherapy/remedial therapy.

Nevertheless [REDACTED] is happy to accept the client's version of events and believes that she will establish primary liability although he does believe that there is some scope for the Defendants to argue contributory negligence.

Therefore we need to forward a copy of the Advice and the Particulars of Claim to the client for her approval and then need to forward the case to the Issue Committee so that they can review the merits of the case and make a decision as to whether or not this claim is progressed further by issuing County Court Proceedings.

We have however recently received correspondence from the Defendant's insurers who suggested that the Claim's Handler dealing with this matter was now investigating matters and had returned to the Defendant company with a view to chasing them up in this regard.

Therefore if we do send these documents out to the client we may receive a decision on liability from the Defendant's insurers in the meantime.

Time engaged reviewing the file and considering the contents of the documents drafted by Counsel: 18 minutes

[REDACTED]

Dear [REDACTED]

We write further to previous correspondence in this matter.

We can confirm that we have now received a written Advice from [REDACTED] of Counsel, the barrister we instructed in this matter, together with the Particulars of Claim that he has drafted to enable us to issue County Court Proceedings in order to progress your claim further.

Prior to taking the step of issuing proceedings, we would be obliged if you could read through the contents of Counsel's Advice and the Particulars of Claim and then contact [REDACTED] at this office to confirm that you agree to the contents of these documents.

We look forward to hearing from you in this regard as soon as possible.

Yours sincerely,

[REDACTED]

Letter to Defendant's Insurers

[REDACTED]

Dear Sirs,

We write further to previous correspondence in this matter and refer in particular to your letter dated 8 August 2007.

We apologise for the lengthy delay in returning to you with our further comments but we have taken further instructions from our client and also attempted to speak to a number of other witnesses.

We note your comments with regard to the fact that there were no problems with badgers in the period 2004 to 2005 and that it was not until the 19 September 2005 that any workings were noticed. You also suggest the problems that this school had previously with badgers had been resolved by 2004 and that there were no further problems after this date.

However, we note that no evidence has been disclosed by your office in support of these assertions, be this documentary office or witness evidence.

We would have presumed that if the school had a system of inspection for the badger sets or tunnels prior to 2004 and that it was determined that the problem was then resolved by 2004 and that no further problems were noted, presumably some documentary evidence must be in existence to confirm this, such as records of inspections that were carried out and that then confirmed that no further problems with badgers seem to be in existence.

We would presume that such documentary evidence would be in existence given that the extent of the problems that did exist with badgers prior to 2004.

We would therefore be obliged if you could clarify by return whether or not there is such documentary evidence in existence and if so whether or a copy of the same can be disclosed to us.

Alternatively, we would be obliged if you could indicate whether or not you intend to rely upon any witness evidence confirming the extent to which the school continued their checks for badger sets and/or tunnels throughout the period of 2004 to 2005.

We look forward to hearing from you in this regard as soon as possible.

Yours faithfully,

████████████████████

### FILE ATTENDANCE NOTE

██████████ reviewing the file and noting that we have now received confirmation from the Issue Committee that as yet they are still not prepared to allow proceedings to be issued in this claim as they are not convinced on the merits of the case.

However the Issue Committee have said that they would like to know more information at this time about what the school did to inspection before this type of hazard after ██████████, the School Bursar, left in 2004.

The Defendant's Insurers have suggested that there was no problem at the school from 2004 to 2005 with any badgers but no documentary evidence appears to have been disclosed to show that any checks were made or if any system was in operation to check for these badger sets or tunnels following ██████████ leaving the school in 2004.

They therefore wish us to ask for this information and to consider this information prior to a decision being made about whether or not proceedings should be issued.

I also spoke to the client on Friday 20 June 2008 who was telephoning in response to my recent correspondence.

The client confirmed that he is not making any claim for Special Damages in this matter as he has no loss of earnings or other expenses that he incurred as a result of the injuries that he sustained in this accident.

Therefore this claim relates to General Damages only.

Time engaged on the telephone discussing the case with the client: 12 minutes

Time engaged reviewing the contents of the note that we have received from the Defendant's insurers: 12 minutes

[REDACTED]

Dear Sirs,

We thank you for your letter dated 20 June 2008, the contents of which are noted.

We now enclose for your attention a copy of your Terms and Conditions duly signed by our office, confirming that we are happy to agree to the same.

We now look forward to receiving an appointment date for our client to attend with [REDACTED] as soon as possible.

Yours faithfully,

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received correspondence from [REDACTED] who is now working from the [REDACTED] [REDACTED], West Midlands and he has written to us to inform us of his new address.

He has also sent through details of his Terms and Conditions which he wants us to sign and confirm our agreement to, part of which is agreeing to pay the fee for his reports in the sum of £800 within six working weeks of receipt of the report.

We will therefore sign the terms and conditions and send this back to him so that an appointment can be made for [REDACTED] to attend with this client as soon as possible.

Time engaged reviewing the file and considering the correspondence from [REDACTED]  
[REDACTED]: 6 minutes

[REDACTED]

24 June 2008

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting the contents of the Client's GP records which have now been set to us by the [REDACTED] Medical Centre.

The records confirm that the Client's last attendance with his GP appears to have been in June 2007, some five months prior to his accident, and it seems that the client has not attended with his Doctor since.

Therefore it seems that this particular client did not attend with his GP in respect of the injury sustained in this particular accident. Nevertheless we will forward a copy of the GP records to our chosen medical expert, [REDACTED] with a copy of the Client's signed statement inviting [REDACTED] to attend with our client as soon as possible so that a medical report can be prepared and we can then enter into negotiations regarding settlement of this claim.

Time engaged reviewing the contents of the GP records – **30 minutes**

Time engaged preparing and drafting Letter of Instruction to [REDACTED] – **18 Minutes**

[REDACTED]

24 June 2008

Dear [REDACTED]

We act on behalf of the above named client in respect of a claim for compensation for personal injuries that he sustained in an accident at work that occurred on the 14 November 2007.

We write to you as we now invite you to accept our instructions to draw up the appropriate medical legal report for this claim, commenting upon the nature and extent of our client's injuries.

We would be obliged if you could examine our client as soon as possible and then let us have a full report dealing with any relevant pre-accident medical history, details of the injury sustained, treatment received and our client's present condition, dealing in particular with his capacity for work and any appropriate prognosis.

It is important to the assessment of our client's injuries to establish the extent and duration of any continuing disability. In the prognosis section, therefore, we would ask that you refer to any specific illness or any areas of continuing complaint disability or impact on daily living. If there is such a continuing disability we would be obliged if you could comment upon the level of suffering or inconvenience caused, and if you are able to give us your view as to when or if, the complaint or disability is likely to resolve itself.

We enclose for your attention a copy of the following :

1. Copy GP records
2. Copy Statement of the Claimant

We hope that you will accept our instructions in this matter and look forward to receiving an appointment date for our client in due course.

Yours sincerely

[REDACTED]

24 June 2008

### FILE ATTENDANCE NOTE

[REDACTED] spoke to the client's Union Representative, [REDACTED] on Monday 23 June 2008.

[REDACTED] was telephoning to confirm that this client had been speaking to him and had asked him to telephone to request an update as to the progress of the claim as he had not heard anything for a number months.

[REDACTED] also stated that the client had a change of address which he wanted to inform us about.

Unfortunately, [REDACTED] did not have the details for the client's change of address and I advised that this was important as at present we were attempting to organise an appointment with our medical expert, [REDACTED], so that we could obtain a medical report which would hopefully that the client was suffering from a work related hand/arm vibration syndrome/VWF problem.

I advised [REDACTED] that we had experienced some delays in obtaining the client's medical records but upon obtaining disclosure of all of these records we had then instructed [REDACTED] who has now confirmed he accepts our instructions and is currently in the process of making arrangements to attend with the client accordingly.

[REDACTED] stated that he would therefore get the client to ring me with his change of address details and we could then inform [REDACTED] of this.

This client then telephoned me early on Tuesday 24 June 2008.

His new address is [REDACTED].

[REDACTED] also requested an update as to the progress of the claim and I advised him that there had been some delays in obtaining his medical records but that we had now instructed a medical expert who would be writing to him shortly with an appointment to attend with him, with a view to preparing a medical report.

I advised that [REDACTED] would be informed of the client's change of address to ensure that the letter did go to the client's new home address.

The client stated that his previous address in [REDACTED] is still owned by himself and is simply being rented out so he does therefore attend at these premises from time to time

and so if the letter does go to these premises then he should still be able to pick the letter and keep details of the appointment and ensure he is able to attend.

Nevertheless, upon getting off the telephone to the client. I then telephoned [REDACTED] [REDACTED] secretary on the contact number provided in the recent correspondence.

Unfortunately, I was unable to get an answer and I will, therefore, now write to [REDACTED] [REDACTED] providing him with the client's change of address details.

Time engaged reviewing the file – **6 minutes**

Time engaged on the telephone to the client's Union Representative – **6 minutes**

Time engaged on the telephone to the client – **12 minutes**

Time engaged on the telephone to [REDACTED]'s secretary – **6 minutes**

[REDACTED]

24 June 2008

Dear [REDACTED]

We write further to previous correspondence in this matter.

We recently returned [REDACTED]'s Terms and Conditions to confirm our agreement to the same and we understand that [REDACTED] would then be making contact with our client, with a view to preparing a medical report, regarding his HAVS/VWF problem.

However, we have recently been advised that our client has changed address, and so if [REDACTED] has sent out any appointment letters to our client it is likely that he may not have received them.

Our client's new address is as follows :

[REDACTED]

We would be obliged if any appointment letters could now be sent out to this address accordingly.

We look forward to hearing from [REDACTED] in due course.

Yours sincerely

[REDACTED]

24 June 2008

[REDACTED]

Dear Sir

We act on behalf of the above named client in respect of a claim for compensation for personal injuries that she sustained in an accident at work, that occurred on 20 September 2007.

We write to you as we wish to invite you to accept our instructions to draw up the appropriate medical legal report in this claim, commenting upon the nature and extent of our client's injuries.

We would be obliged if you could examine our client as soon as possible and let us have a full report dealing with any relevant pre-accident medical history, details of the injuries that she sustained, treatment received and her present condition, dealing in particular with our client's capacity for work and an appropriate prognosis.

It is important to the assessment of our client's injuries to establish the extent and duration of any continuing disability, if any. In the prognosis section therefore, we would ask that you refer to any specific illness, or any areas of continuing complaint, disability, or impact of daily living. If there is any such continuing disability, you should comment upon the level of suffering, or inconvenience caused and whether you are able to give us your view as to when, or if, the complaint or disability is likely to resolve itself.

We enclose for your attention a copy of the following :

1. GP records
2. Hospital records (including X-ray CD)
3. Copy Witness Statement of the Claimant

We hope that you will accept our instructions in this matter and we look forward to receiving an appointment date for our client, as soon as possible.

Yours faithfully

[REDACTED]

24 June 2008

### **FILE ATTENDANCE NOTE**

[REDACTED] spoke to the client on Monday 23 June 2008. The client was telephoning to discuss the contents of the recent letter that has been sent through by the Defendant's Solicitors in which they have admitted primary liability for this accident, but are maintaining contributory negligence arguments.

They are suggesting that our client should be held 15% responsible for this particular accident as she exited the premises through a doorway that is a goods entrance only and should not be used as a means of entry or exit by personnel. They are, therefore, suggesting that had she not left by this exit then the accident would not have occurred and, therefore, contributory negligence of 15% has been argued by the Defendant's Solicitors.

The client stated that the points the Defendants have made about there being signs on the door informing employees that they should not use this as a mean of exit or entrance are correct, but she states one sign is 6 feet from the ground and the other is obscured as so they are not clearly visible. However, whether this is relevant or not remains to be seen given that the client appears to have been aware of their presence in any event.

However, the client stated that, more importantly, regardless of where she exited the factory at the time of this accident the accident actually occurred on the car park in an area where she would have been walking even if she had used another exit, such as a recognised exit from the factory.

She states that she had exited the factory via the goods entrance as suggested by the Defendants, but had then walked down the ramp and entered the car park and was then in the process of walking across to her car.

At the point where she tripped and fell she would have walking in this area even if she had used another exit from the factory, as she still would have had to take the same route across the car park regardless of which exit or entrance she used.

Therefore, the argument that is being raised about this not being a recognised exit from the factory is something of a red herring as it did not in any way contribute to the accident happening. Clearly, if the accident had happened outside of the door then this would be a valid argument, but the fact is that this accident happened some way from the actual entrance/exit and, therefore, regardless of whether the client used this exit or not is surely irrelevant, as far as the circumstances of the accident are concerned.

I therefore advised the client that if this was the case we would forward arguments to the Defendant's insurers disputing contributory negligence and arguing that liability should be accepted in full.

From reviewing the file it seems that we have also obtained all relevant records and so we can now proceed with the instruction of a medical expert.

The client asked for an expert to be instructed in the Walsall/Wolverhampton area and so we will now proceed with the instruction of [REDACTED] as the client would find it much easier to attend with someone in this area, rather than travelling across Birmingham, given that she lives in Telford.

Time engaged on the telephone discussing the case with the client – **12 minutes**

Time engaged reviewing the file following discussions with the client – **12 minutes**

Time engaged drafting letters to [REDACTED] and to the Defendant's Solicitors – **12 minutes**

[REDACTED]

24 June 2008

[REDACTED]

Dear Sirs

We thank you for your letter dated 10 June 2008, the contents of which are noted.

We are pleased that primary liability has now been admitted on behalf of the Defendants, but we have noted your comments regarding contributory negligence and have taken our client's instructions in respect of the same.

Your contributory negligence arguments appear to be based upon the fact our client exited the factory prior to this accident through a goods entrance, that should not have been used as a means of entry or exit by personnel, except in the event of any emergency.

Whilst our client accepts that she did exit the factory through this goods entrance we do see how this has contributed to this accident in any way, given that the accident did not take place outside the goods entrance, but in fact, took place on the car park.

Our client states that whichever exit she had used when leaving the factory on the day in question, her route to her car would still have taken her to the car park and she would still have had to walk across the area in which her accident occurred, regardless of which she used.

As this is the case, we fail to see how leaving the factory through this goods entrance/exit has contributed materially to this accident in any way, and we therefore dispute your contributory negligence arguments on this basis.

We would therefore ask that you review your decision regarding liability and we look forward to receiving confirmation by return, that liability is now admitted in full for this accident.

As primary liability has been admitted, we now intend to proceed with the instruction of [REDACTED] as our medical expert, so that a medical report can then be prepared commenting upon the nature and extent of our client's injuries, and negotiations can then take place regarding a potential settlement of this claim.

A copy of [REDACTED] report will be forwarded to you in due course.

We trust that this explains the position to you and we look forward to hearing from you with your further views regarding liability, in due course.

Yours faithfully

[REDACTED]

24 June 2008

[REDACTED]

Dear Sirs

We write further to previous correspondence in this matter.

We enclose for your attention a copy of a further Witness Statement that we have obtained in support of our client's claim from [REDACTED], dated 24 March 2008.

You will see from the contents of [REDACTED] Statement that he experience, during the course of his employment as a baggage handler, the same problem the same problem that was encountered by our client at the time of this accident with regard to the excessively heavy baggage being allowed to pass onto the conveyor without any tags or stickers being placed on the same to warn of the weight.

We would, therefore, be obliged if you could read through the contents of [REDACTED] Statement and then reconsider your views regarding the issue of liability in this claim.

We also enclose for your attention a copy of a medical report that we have now obtained from [REDACTED], Consultant Orthopaedic & Trauma Surgeon, dated 25 April 2008.

On the basis of [REDACTED] medical conclusions we value general damages in this claim in the sum of £1500.

For the earnings information that was previously disclosed by your office, we have calculated that our client sustained a loss of earnings as a result of his absence from work following this accident in the sum of £841.08, and we are, therefore, instructed to put forward a Part 36 offer to settle our client's claim at this stage, in the sum of £2341.08.

This offer is intended to have the consequences of Part 36 CPR and will remain open for a period of 21 days.

In the event that this offer is not accepted, and/or, that your decision regarding the issue of liability remains the same, we can confirm that this offer will be rejected and we will then forward papers to Counsel for Particulars of Claim to be drafted so that County Court proceedings can then be issued in an attempt to progress this claim further.

We trust that this explains the position to you, and look forward to hearing from you further in this matter by return.

Yours faithfully

[REDACTED]

24 June 2008

### FILE ATTENDANCE NOTE

[REDACTED] spoke to this client on Monday 23 June 2008. The client was telephoning to confirm that he considered the contents of [REDACTED] medical report and was happy to agree to the conclusions that [REDACTED] had reached.

I stated to [REDACTED] that on this basis I felt that his claim for general damages will be valued at between £1000 and £1500 and, I therefore suggested that we put forward an offer of around £1500 for general damages at this stage to the Defendant's insurers, disclosing both [REDACTED] evidence and also the recent Witness Statement evidence of [REDACTED].

We can then state to the Defendant's insurers that unless they are prepared to reconsider their views regarding liability, and unless they are prepared to consider our Part 36 offer at this stage, we will no other option than to issue County Court proceedings. We will, therefore, forward a copy of the papers back to [REDACTED] who can draft Particulars of Claim so that proceedings can then be issued.

[REDACTED] has entered into this claim on a Conditional Fee Agreement and so she is clearly of the opinion that this claim does have a reasonable prospect of succeeding.

The client was in agreement with this. We therefore also need to put forward details of the client's loss of earning which we had previously calculated last year in the sum of £841.08.

Therefore, we can put forward a global offer of £2341.08 to settle the claim at this stage.

Time engaged reviewing the file – **12 minutes**

Time engaged discussing the case with the client over the telephone – **12 minutes**

██████████

## FILE ATTENDANCE NOTE

██████████ spoke to this client's husband, ██████████ on Monday 23<sup>rd</sup> June 2008.

He was telephoning on behalf of his wife to confirm that the earnings information we had sent through was agreed and was all correct.

Client was absent from work from October 2005 until October 2006 when she was then made redundant by the company. However, her wage information appears to run through to December 2006 so therefore we can claim for loss of earnings for this 14 month period. This is justified as ██████████ believes that the client would have suffered from symptoms for a period of 15 months before her symptoms became entirely due to her constitutional problems with her back.

The only problem that we may have with the loss of earnings claim is that ██████████ did refer to the sick notes being provided by the client to the company from September 2006 onwards as being related to anxiety rather than back pain.

Therefore, the Defendant's insurers may argue that the loss of earnings claim is limited to September 2006, which would obviously reduce the value of the claim.

I stated to the client that on the basis of the earnings information that had been disclosed I had calculated she had sustained a loss of earnings in the sum of £3,527.47 over the 14 month period that she was absent and her wages were affected.

Although her employment came to an end in October 2006 the payment was given to her in December 2006 appears to reflect all of the back pay that she would have received and so therefore for the purposes of this calculation we will use a 14 month period to give us an accurate guideline.

Therefore I will send a letter out to the client confirming this loss and seeking her instructions as to whether this figure can be agreed.

Upon the client confirming that this figure can be agreed we will then put forward details of our client's special damages claim which is effectively the loss of earnings claim plus £19.50 as prescription charges incurred.

Time engaged on the telephone to the client and her husband discussing the case 12 minutes.

Time engaged reviewing the file and calculating the client's loss of earnings 18 minutes.

██████████

Dear ██████████

We write further to previous correspondence in this matter and refer, in particular, to our recent telephone discussions with yourself and your husband on Monday 23<sup>rd</sup> June 2008.

We understand that you agree to the contents of the earnings information that has been disclosed to us by the Defendant's insurers in this claim, and we have therefore ran through the earnings information and attempted to calculate the loss of earnings that you have sustained as a result of your absences from work, which were caused by the injuries to which this claim relates.

We have calculated that prior to October 2005 your average monthly earnings amounted to £599.84 per month.

Therefore, over the 14 months that your pay was affected following your absence from work, you would have expected to earn £8,397.76.

Instead, from the earnings information provided, it appears that you were paid only £4,870.29 by the Defendant company. Therefore, your loss of earnings amounts to £3,527.47.

We would be obliged if you could contact Mr ██████████ at this office upon receipt of this letter to confirm whether or not this loss of earnings figure appears to be accurate.

If the figure is accurate and can be agreed then we will put forward this sum to the Defendant's insurers for their agreement and invite them to make us an offer to settle your claim at this stage.

We trust that this explains the position to you and look forward to hearing from you in this regard.

Yours sincerely

██████████

## FILE ATTENDANCE NOTE

██████████ spoke to this client's husband, ██████████ on Monday 23<sup>rd</sup> June 2008.

He was telephoning on behalf of his wife to confirm that the earnings information we had sent through was agreed and was all correct.

Client was absent from work from October 2005 until October 2006 when she was then made redundant by the company. However, her wage information appears to run through to December 2006 so therefore we can claim for loss of earnings for this 14 month period. This is justified as ██████████ believes that the client would have suffered from symptoms for a period of 15 months before her symptoms became entirely due to her constitutional problems with her back.

The only problem that we may have with the loss of earnings claim is that ██████████ did refer to the sick notes being provided by the client to the company from September 2006 onwards as being related to anxiety rather than back pain.

Therefore, the Defendant's insurers may argue that the loss of earnings claim is limited to September 2006, which would obviously reduce the value of the claim.

I stated to the client that on the basis of the earnings information that had been disclosed I had calculated she had sustained a loss of earnings in the sum of £3,527.47 over the 14 month period that she was absent and her wages were affected.

Although her employment came to an end in October 2006 the payment was given to her in December 2006 appears to reflect all of the back pay that she would have received and so therefore for the purposes of this calculation we will use a 14 month period to give us an accurate guideline.

Therefore I will send a letter out to the client confirming this loss and seeking her instructions as to whether this figure can be agreed.

Upon the client confirming that this figure can be agreed we will then put forward details of our client's special damages claim which is effectively the loss of earnings claim plus £19.50 as prescription charges incurred.

Time engaged on the telephone to the client and her husband discussing the case 12 minutes.

Time engaged reviewing the file and calculating the client's loss of earnings 18 minutes.

Letter to Client

Dear [REDACTED]

We write further to previous correspondence in this matter and refer, in particular, to our recent telephone discussions with yourself and your husband on Monday 23<sup>rd</sup> June 2008.

We understand that you agree to the contents of the earnings information that has been disclosed to us by the Defendant's insurers in this claim, and we have therefore ran through the earnings information and attempted to calculate the loss of earnings that you have sustained as a result of your absences from work, which were caused by the injuries to which this claim relates.

We have calculated that prior to October 2005 your average monthly earnings amounted to £599.84 per month.

Therefore, over the 14 months that your pay was affected following your absence from work, you would have expected to earn £8,397.76.

Instead, from the earnings information provided, it appears that you were paid only £4,870.29 by the Defendant company. Therefore, your loss of earnings amounts to £3,527.47.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to confirm whether or not this loss of earnings figure appears to be accurate.

If the figure is accurate and can be agreed then we will put forward this sum to the Defendant's insurers for their agreement and invite them to make us an offer to settle your claim at this stage.

We trust that this explains the position to you and look forward to hearing from you in this regard.

Yours sincerely

[REDACTED]

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Letter to [REDACTED]

Dear Sirs

We thank you for your letter dated 23 June 2008, the contents of which are noted.

We can confirm that we have no objection to your suggestion to extend the time for disclosure and inspection and we are therefore happy to consent to disclosure taking place by 31 July 2008, and inspection by 7 August 2008 as suggested.

We trust that this explains the position to you and look forward to hearing from you further in due course.

Yours

[REDACTED]

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**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we have now received a faxed letter dated 23 June 2008 from the Defendant's solicitors, [REDACTED].

It seems that the fee earner dealing with this claim, [REDACTED], has now gone on maternity leave and the case has been taken over by a [REDACTED].

She has written to confirm that she will be going on holiday for a period of two weeks from 27 June until 11 July inclusive and she has therefore asked for an extension of time for disclosure and inspection so that disclosure of documentation takes place by 31 July 2008 and inspection by 7 August 2008.

On reviewing the file, there seems to be no reason why we cannot agree to this extension and so I therefore telephoned [REDACTED] to inform [REDACTED] that the extension, as suggested, could be agreed.

However, unfortunately I was unable to speak to her and was only able to speak to her secretary but nevertheless left a detailed message explaining that the variation of the directions that had been suggested could be agreed.

I will also confirm this in writing.

**Time engaged reviewing file:** 6 minutes  
**Time engaged on telephone to Defendant's solicitors:** 6 minutes

██████████

## ATTENDANCE NOTE

██████████ spoke to the client on Tuesday 17<sup>th</sup> June 2008.

The client was telephoning to request an update as to the progress of her claim and I advised her that unfortunately we had recently been informed by Midlands Occupational Health Service that they did not have any records on file to verify the extent of the client's previous hearing tests meaning that the only information that we did have regarding the previous hearing test was the information that had been disclosed by the Defendant's insurers.

I stated that the Defendant's insurers were clearly standing by their decision to put forward a denial of liability in this matter on the grounds of limitation as they are suggesting that the claim is statute barred and therefore they have no offers to make on this basis alone.

I stated to the client that we were in a situation now where we either had to issue proceedings in order to progress the claim further or accept the fact that the claim was brought outside of the three years and that we had taken the claim as far as we could.

However, the client is obviously adamant that this is not the case as she states that the hearing tests that took place in 2001 did not result in her being told that she had a problem with her hearing and she was instead advised that her husband was of inaudible limits and that she did not need to attend with her GP.

Therefore, the client is adamant that her claim has been brought within time as she was only advised in 2006 that her problem could be work related and that her hearing had deteriorated to such a level that she could bring a claim.

I stated that to the client that if this was the case then clearly we needed to refer the matter to Counsel now for a second opinion so that a Barrister could review all of the documentation in this case, advise us on whether or not he believes we do have reasonable prospects of succeeding with this claim and defeating any limitation arguments, and, if so, we can then issue County Court proceedings in an attempt to progress the claim further through the Courts.

I stated to the client that clearly no offers were going to be made by the Defendant's insurers to settle the claim at this stage and said that this seems to be our only option.

The client was happy with this and stated that she would wait to hear from us once we had heard back from the Barrister with his opinion regarding the merits the claim.

Time engaged reviewing the file and discussing the case with the client over the telephone – 18 minutes.

Time engaged preparing and drafting Brief to Counsel – 36 minutes.

**IN THE WOLVERHAMPTON COUNTY COURT**

**CLAIM NO:**

**B E T W E E N :-**

[REDACTED]

Claimant

and

[REDACTED]

Defendant

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**INSTRUCTIONS TO COUNSEL TO ADVISE THE CLAIMANT  
AND THOSE INSTRUCTING REGARDING THE ISSUE OF  
LIMITATION IN THIS CLAIM AND THEN, IF APPROPRIATE,  
TO PREPARE AND DRAFT PARTICULARS OF CLAIM SO  
THAT COUNTY COURT PROCEEDINGS CAN BE ISSUED**

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Counsel is provided with the following documentation :-

- (1) Statement of the Claimant.
- (2) Medical Report of Mr L P Glossop, Consultant ENT Surgeon, dated 17/10/2006/
- (3) Copy Inland Revenue Works History of the Claimant.
- (4) Copy Letter of Claim dated 24/11/2006.
- (5) Copy letter from Defendant's insurers to Claimant's Solicitors dated 11/12/2006.

- (6) Copy letter from the Claimant's Solicitors to the Defendant's insurers dated 03/01/2007.
- (7) Copy letter from the Defendant's insurers to the Claimant's Solicitors dated 04/10/2007.
- (8) Copy general file notes dated 22/10/2007.
- (9) Copy letter from Claimant's Solicitors to Defendant's insurers dated 30/10/2008.
- (10) Copy letter from the Defendant's insurers to the Claimant's Solicitors dated 19/12/2007 with enclosures.
- (11) Copy letter from the Claimant's Solicitors to the Defendant's insurers dated 10/01/2008.
- (12) Copy letter from Midlands Occupational Health Service to the Claimant's Solicitors dated 13/12/2008 [REDACTED]

Counsel is provided with all relevant documentation and is now invited to advise the Claimant and those Instructing regarding limitation in this matter.

Counsel will see from the documentation enclosed that this is an occupational deafness claim being pursued by the Claimant, who alleges that she exposed to excessive levels of noise during the course of her employment with [REDACTED].

The Defendant's insurers in this claim, acting for [REDACTED], have suggested that limitation has expired in this matter as the Claimant underwent a hearing test in June 2001 and would have been advised at that time that she had a definitive loss of hearing and was at a risk of noise induced hearing loss.

They have enclosed documentary evidence which they suggest shows that this was the case.

However, the Claimant is adamant that although a hearing test did take place in 2001 during the course of her employment with the Defendant, she was advised during the course of this hearing test that her hearing was within normal limits and she did not need to seek any further attention at that stage, such as attending with her GP for further advice.

She stated that a number of colleagues were advised that they did need to seek further medical attention having had these hearing tests and that they pursued claims at that stage.

Therefore, the Claimant was aware of her ability to make a claim for industrial deafness at that time, but did not pursue a claim as she had been advised that her hearing was within normal limits and therefore presumed that she was not able to make a claim at that stage.

The Claimant states that it was only in June/July 2006 when she attended at the opticians for a routine eye test she was advised that they were also conducting free hearing tests. She therefore had a hearing test at this stage at which point she was advised that she had a hearing loss in both ears and that she should attend with her GP about this. She was asked if she had worked in a noisy environmental previously and when she confirmed that this was the case she was also advised that she may want to consider speaking to her Trade Union about bringing a claim.

Therefore, it is the Claimant's case that the three year limitation period should only run from June/July 2006 and that therefore she is well within the three year period in bringing this claim.

However, the matter is further complicated by the fact that the Claimant did cease employment with the Defendant Company in 2003.

We would therefore welcome Counsel's opinion on the issue of limitation at this stage, as clearly the Defendant's insurers have indicated that they have no offers to make and that they are adamant that the claim should be considered statute barred.

This means that our only option in terms of progressing the claim further, at this stage, would be to issue County Court proceedings.

If Counsel is of the opinion that this claim does have reasonable prospects of succeeding and that there are reasonable prospects of defeating the Defendant's insurers limitation arguments we would be obliged if you could then draft Particulars of Claim so that County Court proceedings can be issued and served upon the Defendants accordingly.

Should Counsel require any further information in this matter or should he wish to discuss matters with his Instructing Solicitors prior to drafting any Advice or Particulars of Claim we would be obliged if you could contact Mr [REDACTED] at this office at any time.

We look forward to hearing from Counsel in due course.

**IN THE WOLVERHAMPTON  
COUNTY COURT**

**CLAIM NO:**

**B E T W E E N :-**

[REDACTED]

Claimant

and

[REDACTED]

Defendant

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**INSTRUCTIONS TO COUNSEL TO  
ADVISE THE CLAIMANT AND  
THOSE INSTRUCTING REGARDING  
THE ISSUE OF LIMITATION IN THIS  
CLAIM AND THEN, IF  
APPROPRIATE, TO PREPARE AND  
DRAFT PARTICULARS OF CLAIM SO  
THAT COUNTY COURT  
PROCEEDINGS CAN BE ISSUED**

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Counsel's Name:

[REDACTED]

[REDACTED]

[REDACTED]

Ref: [REDACTED]  
Solicitors for the Claimant

[REDACTED]

Dear Sirs

We enclose Instructions to Counsel in the above matter and would be obliged if these papers could now be placed before [REDACTED], as soon as possible.

We look forward to hearing from Counsel in due course.

Yours faithfully

[REDACTED]

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Dear [REDACTED],

We write further to previous correspondence in this matter and in particular refer to our previous letter to you dated 20 February 2008.

Within our previous aforementioned letter we forwarded to you two copies of the statement that we had drafted on your behalf on the basis of the instructions that you gave to our [REDACTED] after attending with her on Wednesday 30 January 2008 at our Birmingham Office.

We note from reviewing the file that we do not appear to have received a signed copy of your statement returned to us and we therefore enclose two further copies of this statement for your attention.

We would be obliged if you could read through the contents of this statement and if you agree to the contents of the same, please then sign and date one copy and return it to us in the envelope provided.

If you do wish to amend any of the contents of the statement, then please mark these amendments clearly on the statement before returning it to us.

We can confirm that without your signed statement confirming your instructions in this claim, we cannot progress matters further on your behalf and so we would be obliged if you could forward a signed copy of the statement to us as a matter of urgency.

We trust that this explains the position to you and look forward to hearing from you.

[REDACTED]

[REDACTED]

[REDACTED]

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**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we have failed to receive a response from the client to the statement that we sent out to her, or that [REDACTED] from the Birmingham Office sent out to her, in February 2008 when she had attended with her and then drafted a statement confirming her instructions.

Without the client's signed and confirmed instructions, we cannot progress the claim further and so I therefore need to chase the client in this regard and send a further copy of the witness statement out to her for her approval.

Time engaged reviewing the file:                      6 minutes

[REDACTED]

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Dear [REDACTED]

We write further to previous correspondence in this matter.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to discuss your claim.

We can confirm that the Defendant's insurers are continuing to maintain a denial of liability in your claim and, from reviewing matters, it seems that we are still waiting to hear from you with confirmation as to whether or not there are any witnesses who may be able to come forward and support your assertions that complaints were made to your supervisor [REDACTED] about the system of work to which this claim relates.

We therefore wish to discuss all of this with you and would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter.

We look forward to hearing from you as a matter of urgency.

Yours sincerely,

████████████████████

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**FILE ATTENDANCE NOTE**

██████████ reviewing the file and noting that we failed to receive any communication or correspondence from the client regarding any potential witnesses who may be able to verify her version of events that complaints were made by herself and her colleagues to their supervisor ██████████ about the problems that they were having with the system of work prior to the onset of their symptoms.

We have previously indicated to the client that in light of the denial of liability that was being put forward by the Defendant's insurers, we really needed some witness evidence to support the fact that these complaints had been made so that we could negate the arguments being put forward by the Defendant's insurers regarding foreseeability.

Even if no witnesses are able to come forward to support the claim, then we probably do still need to forward the case through the Counsel so that a review can take place of the merits of the claim and a decision can then be made as to whether the case is progressed further by issuing proceedings or whether the matter is discontinued.

We have no limitation difficulties at present as limitation is May 2006/2009 and so we simply need to speak to the client and clarify the situation, find out whether there are any supportive witnesses and we can then review matters by sending the case through to the Issue Committee or to Counsel to provide us with an initial Advice, possibly in conference.

Time engaged reviewing the file:                      6 minutes

[REDACTED]

25 June 2008

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter, and refer in particular to our previous correspondence dated 1 June 2007 and 10 December 2007 respectively.

Within both of these letters we informed you of the denial of liability that had been put forward in respect of your claim by the Defendant's insurers.

Upon reviewing the file, we note that we have failed to receive any response from you to the denial of liability that had been put forward by the Defendant's insurers and can therefore only presume that you are in agreement with the arguments being put forward by the Defendant's insurers and do not wish to progress your claim any further.

We indicated to you in the last letter dated 10 December 2007, that unless we heard from you within the next 21 days we would take this as confirmation that you did not wish to progress the claim further and would inform your Trade Union of this, and then close your file of papers.

We can confirm that we have now informed your Trade Union of your lack of instructions and lack of response to our correspondence and they have now confirmed that they are happy for us to discontinue this claim and close our file of papers.

We therefore write to you to confirm that your file of papers has now been closed and that your claim has been discontinued accordingly.

Should you wish to progress this claim further, at a later date you are free to instruct new Solicitors should you so wish.

However, we would wish to remind you that under the terms of the Limitation Act 1980 a person only has only three years from the date of their accident within which to issue County Court proceedings in respect of any claim for personal injuries that they sustained in that accident.

Therefore, if you did wish to instruct new Solicitors and attempt to progress this matter further, you should ensure that these new Solicitors are instructed as soon as possible and that they issue County Court proceedings in respect of this claim by no later than the 12 September 2009. Failure to issue County Court proceedings prior to this date will mean that your claim will fail automatically on the grounds that it has not been brought in time.

We trust that this explains the position to you.

We are sorry that we have been unable to help you further on this occasion.

Assuring you of our best endeavours at all times.

Yours sincerely

[REDACTED]

25 June 2008

**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we have failed to receive any response from the client to our letter dated 10 December 2007, within which we indicated that unless we heard from him in response to this letter within the next 28 days, we would be closing our file of papers.

This is something that I have overlooked but, clearly we now simply need to close the file of papers and to write to the client advising him that this claim has been discontinued.

Time engaged reviewing file – **6 minutes**

[REDACTED]

25 June 2008

[REDACTED]

[REDACTED]

We act on behalf of the above named client in respect of a claim for a dermatitis problem that he developed during the course of his employment with [REDACTED] and which he attributes to the work that he carried out during the course of his employment with this Company as a General Operative.

We write to you, as we now wish to invite you to accept our instructions to draw up the appropriate medical legal report for this claim, commenting upon the nature and extent of our client's dermatitis problem, and indicating whether or not [REDACTED] believes this could be attributable to the work that he carried out for the Defendant Company.

We would be obliged if [REDACTED] could examine our client as soon as possible and then let us have a full report dealing with any relevant pre-existing medical history, details of the exact nature of the injury sustained, treatment received and our client's present condition. We would be obliged if [REDACTED] could deal in particular with our client's current capacity for work and also provide us with an appropriate prognosis.

It is also important to the assessment of our client's personal injury claim to establish the extent and duration of any continuing disability caused by this dermatitis problem, if any. In the prognosis section, therefore, we would ask that [REDACTED] refers to any specific areas of continuing complaint or impact on daily living and if there is any such continuing disability [REDACTED] should comment upon the level of suffering or inconvenience caused, and if he is able to give us a view as to when, or if, the complaint or disability is likely to resolve.

We enclose for [REDACTED] attention a copy of the following documentation:

1. GP Records
2. Client's Statement
3. Claimant's Personnel Records

We can confirm that a request has been made to the Defendant Company for disclosure of the Claimant's Occupational Health Records. However, to date the Defendants have not been forthcoming with this information. We would, therefore, be obliged if [REDACTED] could attend with our client and prepare a report based upon the documentation enclosed. However, if, in the meantime, we do receive disclosure of our client's Occupational Health Records we will, of course, forward a copy of the same to [REDACTED] for his consideration.

We hope that [REDACTED] will now accept our instructions in this matter and we look forward to receiving an appointment date for our client as soon as possible.

Yours sincerely

[REDACTED]

25 June 2008

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that I have overlooked chasing up the Occupational Health Records in this matter and have not properly worked on this file since the turn of the year.

This is something that have obviously overlooked and need to chase up as a matter of urgency.

We have received that client's Personnel Records, but not his Occupational Health Records, which are obviously the crucial records in terms of investigating this claim further, given that this is a dermatitis claim and we need to see what, if any, information is contained within these Occupational Health Records prior to instructing a medical expert.

However, when I telephoned the Defendant's insurers, [REDACTED] to discuss matters, I was advised by the [REDACTED] [REDACTED] that his file of papers had been closed as he had been advised by his insured that they had sent through information to us.

Upon reviewing the file it does seem that [REDACTED] did write to us but only providing us with very basic information regarding the client including his name, starting and leaving dates, date of birth and general salary and job title.

This clearly is insufficient as far as our requirements are concerned and I did advised the [REDACTED] at [REDACTED] that if our medical expert does require the Occupational Health Records we will have no option other than to issue a pre-action discovery application for these records if [REDACTED] are being obstructive in this regard.

The pre-action protocol as far as disease claims is clear in that we are entitled to early disclosure of this documentation and in [REDACTED] are refusing to disclose this information to us, then clearly they are in breach of the Rules and are not entitled to do this.

The Claims Handler, [REDACTED], stated that he would, therefore, make contact with [REDACTED] [REDACTED] and clarify the position and try to obtain disclosure of these records and send these through to us as soon as possible.

In the meantime, we now need to instruct a medical expert to prepare a report as a matter of urgency as clearly, if the client does have a contact dermatitis problem it seems that he did start work with the substances that he alleges caused this problem in September/October 2005 and so, if the report is supportive we may then need to issue a Protective Claim Form around that time in order to progress the claim further.

We will, therefore, proceed with the instruction of [REDACTED] at this stage, as from reviewing the Register of Expert Witnesses he appears to be the only Dermatologist in the West Midlands area as far as I am aware, who does medical legal work, other than [REDACTED] who can often take up to 12 months to prepare a report, which is obviously not satisfactory in this case.

We will therefore proceed with the instruction of [REDACTED] and will send out a letter of instruction to him as a matter of urgency.

Time engaged reviewing the file – **12 minutes**

Time engaged on the telephone to the Defendant's insurers discussing the case – **6 minutes**

Time engaged preparing and drafting Letter of Instruction to medical expert – **24 minutes**

[REDACTED]

25 June 2008

[REDACTED]

Dear [REDACTED]

We write further to previous correspondence in this matter and refer in particular to our previous letter dated 16 January 2008.

Within our previous aforementioned letter we asked you to contact us as a matter of urgency, to inform us whether or not you wished to progress this claim further following your meeting with your Consultant Physician, [REDACTED].

We have failed to hear from you in response to this letter and note, from reviewing the file, that prior to us writing this letter in January 2008, we had failed to hear from you for a further period of four months in relation as to whether you wished to progress the claim further or not.

We can, therefore, only presume that since it is now 10 months since we last spoke to you regarding this matter that you do not wish to progress your claim any further on the basis of the information to you were give by your Consultant Physician.

Certainly, as we have no instructions from you and have not received any communication from you, within the last 10 months, we believe that we cannot now progress your claim any further and we have notified your Trade Union of our intention to now discontinue this claim.

We therefore write to you to inform you that we will now be closing your file of papers and will be discontinuing this claim accordingly.

Without any formal instructions from you as to whether you wish to progress the claim further, or not, we cannot progress matters on your behalf and we therefore now intend to close our file of papers and discontinue the claim accordingly.

We can confirm that you are free to instruct new Solicitors to take over conduct of this claim and investigate matters further on your behalf, should you so wish.

However, we would wish to remind that under the terms of the Limitation Act 1980 a person has only three years from the date that they first knew, or first suspected the possibility that their injury or illness may be related to the work that they carried out, within which to issue County Court proceedings in respect of that problem.

We understand that we have not as yet received any confirmation from any medical expert that your problem may be work related, but clearly you did suspect that this may be the case in February 2007 when you first instructed us. Therefore, as it is the case, we believe that you have until February 2010 within which to issue County Court proceedings in respect of this claim. And so, if you did wish to instruct new Solicitors you should do so as soon as possible to ensure that further investigations can then be carried out and then County Court proceedings can be issued prior to this limitation date. If County Court proceedings are not issued prior to the limitation period expiring then your claim may fail automatically on the grounds that it has not been brought in time.

We trust that this explains the situation to you.

We are sorry that we have been unable to help you further on this particular occasion.

Assuring you of our best endeavours at all times.

Yours sincerely

████████████████████  
25 June 2008

**FILE ATTENDANCE NOTE**

████████████████████ reviewing the file and noting that we have failed to receive any response to the correspondence that we sent out to the client on the 16 January 2008, asking her to contact us as a matter of urgency, to find out whether or not she wished to progress this claim further or not.

We can only presume that as we have failed to hear from her in 5 months that she does not wish to take the case any further, and that the information that she was given by her Consultant Physician was not supportive of the claim.

We already have limitation difficulties shown by the information within the GP records as well as also a suggestion that she may have a constitutional problem.

Therefore, my view is that we should now discontinue the claim and advise the client of her rights accordingly, particularly as she has been far from helpful throughout the claim and this is not the first occasion that we have had to write to her threatening her with the discontinuance of proceedings unless she responds to us.

Time engaged reviewing the file – **12 minutes**

[REDACTED]

Dear [REDACTED]

We write further to previous correspondence in this matter.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to discuss your claim.

We look forward to hearing from you as soon as possible.

Yours sincerely,

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have failed to receive any response from the Defendant's insurers to the letter that we sent out in October 2007 putting forward an offer to settle this claim in the sum of £600 plus our fixed costs and disbursements.

The Defendant's insurers have previously denied liability for this accident and therefore we can only presume that the denial of liability is being maintained.

We therefore need to speak to the client about how to progress this claim further.

The Counsel previously indicated in conference in October 2007 that we should perhaps consider issuing County Court Proceedings and going through the Small Claims Court as he did believe that the case did have reasonable prospects of succeeding.

However this is a small claims matter and so we therefore need to weigh up the costs benefits of issuing proceedings as clearly we are not going to cover any costs in respect of this claim and so it is whether it is worth our while progressing matters further given that a denial of liability that has been put forward.

We will firstly discuss matters with the client and inform him of the present situation.

Time engaged reviewing the file: 6 minutes

[REDACTED]

[REDACTED]

Dear Sirs,

We write further to previous correspondence in this matter.

We note that on the last occasion that you wrote to us on 21 February 2008 you stated that you were currently making further enquiries with your insured regarding the issue of liability but would be reverting to us shortly in this regard.

However, we note upon reviewing the file that some four months later we are still awaiting for a decision regarding the issue of liability from your office.

We would therefore be obliged if you could provide us with an urgent up date as to the progress of your inquiries by return and indicate what stage your investigations are at and whether you are now in a position to be able to respond to us regarding the issue of liability in this claim.

We can confirm that if we do not hear from you in this regard within the next 28 days we will have no option other than to forward papers through to Counsel so that Particulars of Claim can be drafted and County Court Proceedings then issued in an attempt to progress this matter further.

We hope that this course of action will not be necessary. We look forward to hearing from you as soon as possible.

Yours faithfully

[REDACTED]

**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we are still waiting to hear from [REDACTED], the Defendant's insurers, with their views regarding liability in this matter.

We last wrote to them on 21 February 2008 acknowledging receipt of our client's personal and occupational health records but have still not heard from them further in this regard.

We therefore need to write to them asking whether or not they have yet completed their further enquiries into liability in this matter.

Time engaged reviewing the file:                      6 minutes

[REDACTED]

Dear [REDACTED]

We write further to previous correspondence in this matter.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to discuss your claim and to allow us the opportunity to provide you with an update as to the present position.

We look forward to hearing from you as soon as possible.

Yours sincerely,

[REDACTED]

[REDACTED]

Dear Sirs

We write further to previous correspondence in this matter and refer in particular to your letter dated 12 December 2007 within which you put forward a denial of liability in this matter.

We apologise for the delay in returning to you but can confirm that we have taken our client's instructions regarding your denial of liability and have also had the opportunity to speak to a witness, who has provided us with a witness statement in support of our client's claim.

Our client disputes the arguments that have been raised in support of your denial of liability and in particular disputes your assertion that there were only 150 components in each pan. Our client is adamant that there far more than this and states that she is aware of this as she is required to lift the components out of the pan in question once it had been lifted on to her workbench. She was required to place a certain amount of components in other pans of work and she states that whenever she removed and counted these components there were always more than 150 within each pan.

Our client also disputes that she worked at the rate 250 components per hour. She agrees that the standard rate in place by the company when working on this section is 250 components per hour, but our client is adamant that she was placed on to this job specifically because she could work at a rate that was much quicker than 250 per hour. We understand that our client quite comfortably complete more than 350 components per hour at least and we understand that this is why [REDACTED] continued to place our client on this job even when she was continuing to suffer from problems. Our client was very quick and efficient and therefore your company wished to use her on this job all of the time.

Our client also specifically disputes your assertion that she did not report her problems to [REDACTED] directly on the date that she was eventually taken off this job. We understand that our client did inform [REDACTED] prior to starting work on the day in question that she had been experiencing back pain and that the work that she was doing was making the problem worse.

We understand that later that day her colleague complained on her behalf as she could see the pain and discomfort that our client was experiencing.

We enclose for your attention a copy of the witness statement that we have obtained from [REDACTED], which was referred to above, dated 22 February 2008.

[REDACTED] is a work colleague of our client and is able to confirm that the workbench on which our client was working did have a wooden raised edge at the time that she was working on this section and that the raised edge has since been removed.

The witness also confirms that the pans in question were often over loaded making the weight much heavier than suggested by your company in putting forward your denial of liability.

We would therefore be obliged if you could consider our client's comments and also the contents of the witness statement enclosed and then review your decision regarding liability in this matter.

We look forward to hearing further from you in due course.

Yours faithfully,

[REDACTED]

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have failed to receive a response to our correspondence from one of the main witnesses [REDACTED]

We therefore need to speak to the client in this regard and see whether or not she is able to come back to us with a response and let us know whether [REDACTED] is prepared to assist us in this regard.

However, we have obtained a witness statement from [REDACTED] which has been signed by the witness contradicting some of the information that has been put forward by the Defendant's insurers in maintaining their denial of liability.

We will therefore forward this to the Defendant's insurers together with advancing some of the client's arguments that she raised when we discussed matters with her over the telephone.

Time engaged reviewing the file: 12 minutes

[REDACTED]

Dear [REDACTED]

We write further to previous correspondence in this matter.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to discuss your claim.

We look forward to hearing from you as soon as possible.

Yours sincerely,

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to discuss your claim.

We can confirm that the Defendant's insurers have maintained a denial of liability in your case and have indicated that they have no offers to make.

We therefore need to discuss with you what action we are going to take in order to progress the claim further.

We look forward to hearing from you as soon as possible.

Yours sincerely,

25 June 2008

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter and refer in particular to our previous letter to you dated 12 September 2007.

Within this letter we wrote to you expressing our concern that we had failed to receive any communication or correspondence from you since opening up this file on your behalf, on the instructions of your [REDACTED] in November 2007.

We arranged an appointment for you to attend with Mr [REDACTED] at the Union Offices in Willenhall in December 2007 and you failed to attend this appointment too. No reason was given for your non-attendance.

As we have failed to receive any communication or correspondence from you, and as you failed to attend the appointment, we can only presume that you no longer wish to progress this particular claim any further.

We write to confirm that we have spoken to your [REDACTED] about this matter and they are in agreement that, as we have failed to hear from you with any instructions in this matter, we are now free to close your file of papers and discontinue this claim accordingly.

We therefore write to you with confirmation that we will be closing our file papers within the next 7 days, and will not be progressing this claim further on your behalf.

You are free to instruct new Solicitors to take over conduct of this claim and progress matters further on your behalf should you decide to pursue this claim at a later date.

However, we would wish to inform you that under the Rules relating to the Limitation Act 1980 a person has only three years from the date of their accident within which to bring a claim and ensure that County Court proceedings are issued in respect of that claim for personal injuries. If the claim is not brought within this three year period then it fails automatically on the grounds that it is not been brought in time.

Therefore, you have until the 22 October 2010 within which to instruct new Solicitors and ensure that they issue Country Court proceedings if you do wish to progress this claim further regarding your accident on the 22 October 2007.

We trust that this explains the position to you.

We are sorry that we have been unable to help you further on this particular occasion.

Yours sincerely

[REDACTED]

25 June 2008

**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we have failed to receive any communication or correspondence from the client at all, since opening up this file.

As this is the case we should now write to the client advising him that we are not going to progress the claim further and are closing his file of papers, as clearly the client does not appear to want to progress this claim further, or wish to take any further action in this matter.

Time engaged reviewing the file – **6 minutes**

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter and refer in particular to our previous letter dated 27 April 2007, to which we have not received a reply.

We note upon reviewing this particular file that we have failed to receive any communication or correspondence from you since being passed this potential claim by [REDACTED], who initially attended with you regarding a potential stress claim and then referred the matter to [REDACTED] as there was a suggestion that there could be a possibility that you may be able to pursue a personal injury claim in respect of an accident at work that occurred on 22 June 2006.

However, despite attempting to contact you on several occasions since receiving the referral of this file and despite writing to you on several occasions, we have failed to receive any communication or correspondence from you in response.

Therefore, as we have no instructions from you regarding this personal injury claim, we cannot see how we can progress this matter further on your behalf.

We would therefore ask that you contact Mr [REDACTED] at this office upon receipt of this letter within the next 14 days if indeed you do wish to progress this claim further regarding the accident on 22 June 2006.

If we fail to hear from you within the next 14 days we will take this lack of communication as confirmation that you no longer wish to progress this claim further and we will then close your file of papers accordingly.

We will inform your [REDACTED] at that stage that your claim has been discontinued and that we will not be progressing this matter on your behalf.

Should your file of papers be closed within the next 14 days, we are obliged to inform you that you are free to instruct new solicitors to take over conduction of your claim if you wish to progress matters at a later stage.

However, under the rules relating to the Limitation Act 1980, a person has three years from the date of their accident within which to bring a claim and ensure that County Court Proceedings are issued in respect of that claim if they wish to progress matters.

If County Court Proceedings are not issued within this three year period then the claim fails automatically on the grounds that it is not brought in time.

You therefore have until 22 June 2009 within which to instruct new solicitors and ensure that they issue County Court Proceedings if you do wish to progress this claim further.

We trust that this explains the position to you.

We are sorry that we have been unable to help you further on this particular occasion.

Assuring you of our best endeavours at all times.

Yours sincerely,

[REDACTED]

**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we have failed to hear from the client in response to this claim since this matter was forwarded to me by [REDACTED] regarding a potential accident on the 22 June 2006.

As the client has failed to contact us we will not be able to progress this claim further and will now close this file of papers as we have no instructions from the client.

Time engaged reviewing the file:                      6 minutes

[REDACTED]

25 June 2008

[REDACTED]

Dear Sirs

We thank you for your letter dated 24 June 2008, the contents of which are noted.

We can confirm that we are happy to agree to the proposed directions that you have suggested and will confirm this within our Allocation Questionnaire when the same is filed with the Court.

We would be obliged if you could indicate, by return, whether or not you are yet in a position to disclose relevant earnings information to us to enable us to calculate our client's loss of earnings.

Upon calculating the loss of earnings we should then be in a position to return to you with our views regarding the quantum of this claim.

We look forward to hearing from you in this regard as soon as possible.

Yours sincerely

[REDACTED]

25 June 2008

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received various pieces of correspondence from both the Court and the Defendant's Solicitors in this claim.

The Court has provided us with a copy of the Defence that was filed by the Defendant's Solicitors, and it has also provided us with an Allocation Questionnaire which must be file by no later than the 4 July 2008.

With regard to the Allocation Questionnaire the Defendant's Solicitors have also written to us proposing some directions which suggests that disclosure is to take place by the 4 August 2008, and that the medical evidence stands alone as that of [REDACTED] with the Defendants having permission to put questions to the expert by 13 October 2008 with all responses to be received by the 27 October 2008.

The matter is then to be listed for trial after the 24 November 2008, on the issue of quantum only.

This appears to be very reasonable as far as we are concerned and I am actually surprised that the Defendant's Solicitors are not looking to rely upon the medical evidence of [REDACTED] which is obviously far less supportive of our claim than the evidence that we have obtained from [REDACTED]

I will, therefore, write back to the Defendant's Solicitors confirming that I will agree to the suggested directions and will enclose a copy of these directions within our Allocation Questionnaire.

I was also contacted by the client on Wednesday 25 June 2008 who was telephoning to confirm that although she had received my recent letter, she had not actually received a copy of the Defence which had not been enclosed with the letter. I therefore stated that I would write to her again, sending her a copy of the Defence.

I advised her that an offer had now been made to settle the claim in the increased sum of £2500 but I stated that my opinion was that this offer was still slightly on the low side, given that on the basis of [REDACTED] evidence I believe that the claim should be valued at somewhere between £3000 and £4000 for general damages, and also we have still to calculate the client's potential loss of earnings which could obviously increase the value of the claim still further.

I stated to the client that my view is that we should wait until earnings information was disclosed to us by the Defendant's Solicitors and that we should then reassess the issue of quantum at that stage and perhaps put forward a Part 36 offer of our own.

The client was happy with this and simply asked that we now send out a copy of the Defence to her so that she can review the same.

I did run through the contents of the Defence with the client but advised her that we would now send out a copy to her for her approval.

Time engaged reviewing the file – **12 minutes**

Time engaged considering correspondence and the directions drafted by the Defendant's Solicitors = **12 minutes**

Time engaged on the telephone to the client discussing the case – **6 minutes**

████████████████████

25 June 2008

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter and refer to our telephone discussions on the 25 June 2008.

We apologise for omitting to include a copy of the Defendant's Solicitor's Defence with our letter dated 20 June 2008.

We now enclose a copy of the Defence document for your attention.

If you wish discuss any of the contents of the Defence with us, please do not hesitate to contact Mr [REDACTED] at this office at any time.

Yours sincerely

[REDACTED]

25 June 2008

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter.

We enclose for your attention a copy of a letter that we have received from the Defendant's insurers dated 23 June 2008, within which they have confirmed that they have now completed their enquiries and denied liability for this accident and, regrettably, they are putting forward a denial of liability.

They suggest that their enquiries have revealed that your accident actually happened on a Friday, 17 March 2006, and that you only attended with your GP on the following Monday.

They state that as the GP records make no specific mention of an accident at work having taken place, and as there is no record of an accident being reported at the Company on either the 17 or 20 March 2006, there is no evidence of your accident actually having happened, nor of you being injured in this accident.

They are, therefore, disputing liability on this basis and state that they have offers to make.

We therefore need to speak with you regarding this denial of liability as a matter of urgency and would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter once you have had the opportunity to consider the enclosed letter from the Defendant's insurers.

We look forward to hearing from you.

Yours sincerely  
[REDACTED]

25 June 2008

### FILE ATTENDANCE NOTE

██████████ reviewing the file and noting that we have now received further correspondence from the Defendant's insurers in this matter who have carried out further enquiries with their insured and are now putting forward a denial of liability in respect of this claim.

This comes as somewhat of a surprise, but upon reviewing the Defendant's insurers arguments it does seem that this accident actually happened on a Friday 17 March 2006, rather than 20 March as she has suggested to us previously.

They state that the GP record on the 20 March 2006 makes no mention of an accident and simply states that medication was prescribed and physiotherapy was to be arranged. Therefore, the Defendant's insurers are suggesting that there is no evidence to suggest that her attendance with her GP was due to a works accident and as there is no record of an accident being reported on the 17 or the 20 March 2006, liability is denied and they have suggested that there is no evidence of an accident occurring or of the client being injured.

We are, therefore, in a position now where we need to speak to the client about whether or not there are any witnesses who could confirm that the accident did occur in the way that she has suggested, as the Defendant's insurers will clearly be defending this case on the basis that no accident occurred as there is no independent evidence to prove that this is the case.

Whether this actually changes Counsel's opinion that we have obtained previously is doubtful as Counsel had indicated to us in his Advice that the prospects of this claim succeeding were dependent upon the client being believed as a Witness.

Nevertheless, we will take the client's further instructions and see whether there is any independent evidence that we can obtain to back up her comments.

Time engaged reviewing the file and considering correspondence – **12 minutes**

[REDACTED]

25 June 2008

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received further correspondence from the Defendant's insurers in this matter who have carried out further enquiries with their insured and are now putting forward a denial of liability in respect of this claim.

This comes as somewhat of a surprise, but upon reviewing the Defendant's insurers arguments it does seem that this accident actually happened on a Friday 17 March 2006, rather than 20 March as she has suggested to us previously.

They state that the GP record on the 20 March 2006 makes no mention of an accident and simply states that medication was prescribed and physiotherapy was to be arranged. Therefore, the Defendant's insurers are suggesting that there is no evidence to suggest that her attendance with her GP was due to a works accident and as there is no record of an accident being reported on the 17 or the 20 March 2006, liability is denied and they have suggested that there is no evidence of an accident occurring or of the client being injured.

We are, therefore, in a position now where we need to speak to the client about whether or not there are any witnesses who could confirm that the accident did occur in the way that she has suggested, as the Defendant's insurers will clearly be defending this case on the basis that no accident occurred as there is no independent evidence to prove that this is the case.

Whether this actually changes Counsel's opinion that we have obtained previously is doubtful as Counsel had indicated to us in his advice that the prospects of this claim succeeding were dependent upon the client being believed as a witness.

Nevertheless, we will take the client's further instructions and see whether there is any independent evidence that we can obtain to back up her comments.

Time engaged reviewing the file and considering correspondence – **12 minutes**

[REDACTED]

[REDACTED]

We act on behalf of the above named client in connection with a claim for compensation for personal injuries that he sustained in an accident at work that occurred on 22 January 2008. The client sustained an abrasion type injury to his left leg.

We write to you as we now invite you to accept our instructions in this claim to draw up the appropriate medico-legal report commenting upon the nature and extent of our client's injuries.

We would be obliged if you could examine our client as soon as possible and let us have a full report dealing with any relevant pre-accident medical history, details of the injuries our client sustained, treatment received and our client's present condition, dealing in particular with his capacity for work and an appropriate prognosis.

It is important to the assessment of our client's injuries to establish the extent and duration of any continuing disability if any. In the prognosis section therefore we would ask that you refer to any specific illness or any areas of continuing complaint, disability or impact on daily living. If there is any such disability you should comment upon the level of suffering or inconvenience caused and if you are able to give us your view as to when or if the complaints or disability is likely to resolve itself.

We enclose for your attention a copy of the following:-

1. Statement of the claimant
2. Copy GP records

We trust that you will accept our instructions in this matter and now look forward to receiving an appointment date for our client in due course.

Yours sincerely,

[REDACTED]

**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that liability has now been admitted by the Defendant's insurers.

Upon reviewing the file it seems that we are in receipt of the client's GP records and so we can now proceed with the instruction of our nominated medical expert [REDACTED]

Time engaged reviewing files: 6 minutes

Time engaged preparing and drafting letter of instruction to [REDACTED] 18 minutes

[REDACTED]

25 June 21008

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received further correspondence from the Defendant's insurers, in which they are maintaining the denial of liability that has been made in this matter.

They have contradicted the evidence that we disclosed to them from [REDACTED] and [REDACTED], from who we obtained Witness Statements and they are stating there seems to have been some confusion over the nature and extent of the changes that were made to the machine after this accident.

They state that there was a fixed guard in place at the time of the accident as per the statement of information taken from [REDACTED] on the third page of the investigation report containing the photographs of the machine. A new guard has now been added which has two bolts instead of one, but the Defendant's insurers state that they do not believe that this has any significant bearing the accident or circumstances of the accident.

They state that the guard that was in place at the time of the accident would have had exactly the same effect as the second guard that has now been fitted.

They also state that the client's suggestion that she was not aware of the need to isolate the machine prior to this accident occurring is false, as there is a notice on the machine which clearly states that the machine must be isolated prior to any work being carried out on the internal mechanisms within the machine.

Therefore, the client should have isolated the machine prior to this accident happening and, therefore, must be held at least partly responsible. The Defendants are obviously suggesting that she was entirely responsible and are therefore maintaining a denial of liability on the basis of all of these arguments.

We therefore need to take the client's further instructions as soon as possible and see what she has to say in response to the Defendant's insurers further correspondence.

Time engaged reviewing the file and considering the further comments of the Defendant's insurers – **12 minutes**

[REDACTED] [REDACTED]  
25 June 2008

[REDACTED]  
We write further to previous correspondence in this matter.

We enclose for your attention a copy of a letter that we have received from the Defendant's insurers who have completed further enquiries into the issue of liability in this claim.

They have considered the comments that we made in our letter of 27 March 2008 and have also considered the contents of the Witness Statements that we have obtained from [REDACTED] and [REDACTED]

Despite the further arguments that we have put forward, the Defendant's insurers are maintaining that although changes were made to the guard on the machine, this did not have any significant bearing on the accident and would not have affected how this accident happened.

They are adamant that the main reason this accident occurred was because of your failure to isolate the machine and they state that a blue notice was present on the machine which clearly stated that the machine must be isolated.

We would, therefore, be obliged if you could read through the contents of the Defendant's insurers further correspondence and then contact Mr [REDACTED] at this office to discuss the same. We also need to discuss with you how we are now to progress this claim from this point.

We look forward to hearing from you as soon as possible.

Yours sincerely



25 June 2008

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter.

We have today been contacted by the Secretary for [REDACTED] the Consultant orthopaedic & hand surgeon that we have instructed to prepare a second medical report in respect of your claim.

Although you have attended recently with [REDACTED] with a view to him preparing this report, he has stated that before he is able to draft his report, he needs to see access to your up-to-date medical records.

We therefore enclose, for your attention a copy of two authorities, allowing access to you GP records and the hospital records from the [REDACTED] in Birmingham.

We would be obliged if you could complete and sign these authorities and then return them to us as soon as possible so that we may then make application for the relevant records and send these through to [REDACTED] as soon as possible.

We trust that this explains the position to you and look forward to receiving the signed authorities by return.

Yours sincerely

[REDACTED]

25 June 2008

**FILE ATTENDANCE NOTE**

██████████ was contacted by ██████████ secretary on Wednesday 25 June 2008.

██████████ secretary was telephoning to inform me that ██████████ had examined our client last week but prior to drafting his second and final medical report, he would need to see access to the client's up-to-date hospital and GP records, as the client has apparently been referred to the Royal Orthopaedic Hospital in Birmingham by his GP since the first examination that ██████████ carried out and injections have been administered to the client's elbow by the ██████████

Therefore, ██████████ needs to see records of all of this and therefore, needs to see copies of the complete up-to-date medical records from both the Orthopaedic Hospital and the client's GP.

We therefore need to send authorities out to the client allowing access to these records and then make application for these records as a matter of urgency.

Time engaged reviewing the file – **6 minutes**

Time engaged on the telephone to ██████████ secretary – **6 minutes**

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] spoke to this client on Wednesday 25 June 2008.

The client was telephoning to request an update as to the progress of the claim as he had attended with [REDACTED] a number of weeks back and had been advised that we were obtaining x-rays to send to [REDACTED] so that he could then finalise his report.

However the client states that he is concerned that he has heard nothing for some time about this.

I stated to the client that unfortunately we had made application for the x-rays only to be told that the hospital, the [REDACTED], no longer had copies of these records as they had either been mislaid or mistakenly destroyed.

Therefore, [REDACTED] has requested that a further x-ray be taken of the client's finger so that he can review and comment upon the same in his report.

I stated that we had therefore sent a payment to the [REDACTED] who will now be arranging for an appointment to take place so that x-rays can be taken of the client's finger. I stated that the client should be contact by the [REDACTED] and notified of this very shortly.

The client stated that he would inform us of any date that was arranged for the x-rays and he asked that we try to pursue [REDACTED] for his report as soon as possible once these x-rays are done as he is now anxious to bring the claim to a conclusion as soon as possible.

Time engaged on the telephone discussing the case with the client: 12 minutes

Time engaged reviewing the file: 6 minutes

[REDACTED]

26 June 2008

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter and refer in particular to your letter dated 7 June 2008.

We have had the opportunity to consider your offer to settle this claim in the net sum of £1600 and have also had the opportunity to take our client's instructions regarding the same.

Having spoken to our client, and having reconsidered the medical report of [REDACTED] we are of the opinion that your valuation of this claim is too low, giving the conclusions reached by [REDACTED] in his report.

[REDACTED] states that our client has been left with some ongoing permanent symptoms of tenderness and altered sensation in her dominant right index finger as a result of this accident, and [REDACTED] states that our client has some disadvantage on the open labour market due to alteration of fine dextrous tasks.

On this basis, we believe that general damages should be valued at £4000 and, therefore, wish to put forward this sum as a counter-offer at this stage.

Subject to the 20% reduction for contributory negligence this would mean that our client will be entitled to the net sum £3200.

We therefore wish to put forward this sum as a Part 36 offer. The offer is intended to have the consequences of Part 36 CPR and will remain open for a period of 21 days.

We look forward to hearing from you regarding our Counter-offer by return.

Yours faithfully

[REDACTED]

26 June 2008

### **FILE ATTENDANCE NOTE**

██████████ spoke to the client on Wednesday 25 June 2008. The client was telephoning to discuss the offer that has been made to settle her claim in the net sum of £1600.

I explained to the client that the Defendant's insurers had valued her claim, on the basis of ██████████ evidence, in the sum of £2000, and subject to the agreed 20% reduction for contributory negligence this brought the value of the claim down to £1600.

The client was not happy with this offer to say the least. She stated that she felt as though the offer was something of an insult and was expecting at least double this amount for her injuries, given the extent of her injuries and the fact that she has ongoing permanent symptoms now, as described by ██████████ in his report.

I stated to the client that I was quite happy to go back to the Defendant's insurers and put forward a Counter-offer as my view had always been that the claim was worth between £3000 and £3500 on the basis of the medical evidence, although the client does state that she would like to recover the sum of around £4000.

I stated to the client that if this was the case and if these were the client's instructions I was happy to go back and put forward an offer of £4000 to the Defendant's insurers to settle the claim for this sum at this stage.

I checked with the client to find out whether or not she had any claim for losses or expenses, but it seems that she was fully paid during her absence from work and, therefore, has not sustained any loss of earnings and she states that there were no other related losses or expenses. Therefore, her claim is confined to general damages only.

I therefore advised the client that I would go back and put forward an offer of £4000 in accordance with her instructions and see what the Defendant's insurers have to say.

Time engaged reviewing the file – **12 minutes**

Time engaged on the telephone to the client discussing the case – **12 minutes**

[REDACTED]

Date: 26 June 2008

Dear [REDACTED]

We write further to previous correspondence in this matter and refer to our telephone discussions on Wednesday 25 June 2008.

We have had the opportunity to review the file in light of your comments regarding your loss of earnings claim.

We can confirm that we are actually in receipt of earnings information from the Defendant's insurers, but the earnings information that has been provided suggests that you did not actually sustain the loss or earnings following this accident, as the earnings information suggests that you were actually paid more during your absence from work than you were in the months preceding this accident.

We therefore wish to discuss this with you as a matter of urgency, and would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter.

We look forward to hearing from you.

Yours sincerely  
[REDACTED]

26 June 2008

### **FILE ATTENDANCE NOTE**

██████████ spoke to this client on Wednesday 25 June 2008.

The client was telephoning to confirm that he agreed to the contents of the medical report of ██████████, which unfortunately states that his ongoing shoulder symptoms are not actually related to this initial accident.

Therefore, it looks as though we are limited to the medical conclusion that was initially reached by ██████████ in this matter, which is that the client has suffered an aggravation of his pre-existing back symptoms in this accident and the aggravation lasted for a maximum of 6 months.

I stated to the client that if he was happy with these medical conclusions we could now proceed to the next step of issuing County Court proceedings.

I stated that I would, therefore, need to draft a memo through to our Issue Committee and get the green light to issue proceedings, although I hoped that this would simply be a formality given that we have already obtained Counsel's advice in this regard and that Counsel has recommended that County Court proceedings be issued as he does believe that the claim has a reasonable prospect of succeeding.

I therefore asked the client about whether or not he had any claim for special damages in this matter, such as loss of earnings or any other losses or expenses.

The client suggested to me that he was paid fully for the first three months of his absence from work but not for the following two and a half months as he was off for a total of five and a half months.

The client stated he only received half-pay for the next two and a half months and, therefore, sustained a loss of earnings.

However, from reviewing the earnings information we have on file it seems that the earnings information that has been provided for November 2006 to January 2007 suggests that the client was actually paid more during this period of time than he did receive in the three months prior to this accident, suggesting that there has not actually been any loss of earnings.

We, therefore, need to check this with the client prior to issuing proceedings.

However, firstly I need to pass the matter through to the Issue Committee to obtain their view as to whether or not we should be issuing proceedings in this matter or whether we should continue settlement negotiations with the Defendant's insurers, who have, of

course, already made of offer of £750 to settle the claim, plus fixed costs, on the basis that liability is not admitted.

Time engaged reviewing the file – **12 minutes**

Time engaged discussing the case with the client over the telephone and obtaining details regarding his special damages claim – **12 minutes**

Time engaged reviewing earnings information and calculating potential loss of earnings – **6 minutes**

To: [REDACTED]

From: [REDACTED]

[REDACTED]

Date: 26 June 2008

[REDACTED]

I enclose for your attention the file of [REDACTED].

I would be grateful if the Issue Committee could now review this file and consider the merits of the claim and it's prospects of succeeding and, then indicate whether or not you would be happy for me to issue proceedings in an attempt to progress this claim further.

I can confirm that this claim concerns an accident at work that occurred on the 6 June 2006 during the course of the claimant's employment with [REDACTED]

The claimant is employed by [REDACTED] as an Operator and at the time of the accident was working on the [REDACTED]

To build up stowages our client is required to pull up the back bar on the stowage and then do the same with the two side bars. He then holds these bars in position before dropping a bar down to hold all of the raised sides in place.

However, it seems that at the time of this particular accident the client had pulled up the back bar on a stowage but when he went to pull up one of the side bars it suddenly jammed. As the client was pulling in an upwards motion at the time that the bar jammed, it caused him to jar his back and he suddenly felt a sharp pain in the lower back on the left hand side.

I have subsequently obtained medical evidence from the Consultant Orthopaedic Surgeon [REDACTED], who has confirmed that although the client has had significant back problems in the past and does have a constitutional pre-existing back problem, he did sustain an aggravation of this back problem as a result of this accident and the aggravation lasted for a period of 6 months.

Therefore, a Letter of Claim was sent out to the Defendant Company, but the Defendant's insurers have denied liability.

The initial denial of liability suggested that the client himself was actually the author of his own misfortune as he had commenced assembling stowage already and would therefore have been aware that it was not functioning correctly. They stated that he

should have labelled this stowage as defective and had it removed. They state that instead he attempted to continue assembling the stowage and forced the side into position, despite being warned from a supervisor that he should not do this.

Subsequent correspondence revealed that this Supervisor was a [REDACTED], and a handwritten statement was disclosed to us by the Defendant's insurers from [REDACTED] within which she allegedly confirmed that she saw our client building up the pallet and so she shouted out to him to leave it. The suggestion was that she had been that the pallet was defective and was telling him to stop assembling the same, but [REDACTED] continued to try to assemble it and then sustained injury.

However, on the advice of our client we made contact ourselves with this Witness, [REDACTED], and she has since provided us with an alternative Witness Statement suggesting that the handwritten statement that she gave to the Company was, in fact, incorrect and certainly that the Defendant's insurers had misinterpreted the statement that was given.

[REDACTED] stated that she shouted out to our client to "leave it" only because she was suggesting that [REDACTED] leave the stowage for her to finish assembling the same so that he could then move on to assembling a different stowage instead.

[REDACTED] states that she was completely unaware that there was any problem with the stowage and certainly was not shouting out to this client to warn him about a defect with the stowage and telling him that he should not assemble the same, because of the risk of injury.

[REDACTED] states that she was as equally unaware as our client of the presence of this defect until the accident actually happened.

We, therefore, sent a copy of this witness statement to the Defendant's insurers and asked them to review their decision regarding liability.

We then received correspondence from the Defendant's insurers stating that they would not prepared to change their mind regarding the issue of liability and were not prepared to concede liability on behalf of their insured, but nevertheless, they did make an offer to settle the claim in the sum of £750 plus payments of fixed costs.

The client has rejected this offer and I also believe that this offer is too low, as although we are only dealing with an aggravation of a pre-existing problem, I am of the opinion that we will recover more than £1000 for general damages and should therefore be entitled to full recovery of our reasonable costs.

I, therefore, forwarded papers through to Counsel to review the position regarding liability and then draft Particulars of Claim if he thought that the claim had reasonable prospects of succeeding.

Whilst I do not have a written Advice from Counsel on the file, Counsel did draft Particulars of Claim and by inference I presumed this to be confirmation that he was happy that the claim did have a reasonable prospect of succeeding.

Nevertheless, I now pass the file through to the Issue Committee to review the same and provide me with your decision as to whether this claim does have merit and whether you are happy for the claim to be progressed further by issuing County Court proceedings.

Should you have any queries or questions regarding this claim, or should you wish to discuss any aspect of the claim with me, please do not hesitate to give me a call.

Many thanks.

Regards.

A solid black rectangular redaction box covering the signature area.

[REDACTED]

26 June 2008

### FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now, somewhat surprisingly, received an Allocation Questionnaire that has been drafted and filed by the Defendant's Solicitors – [REDACTED]

Within the Allocation Questionnaire the Defendant Solicitors have not suggested any directions for the future management of the claim at all, but have listed that they are in possession of Witness Statements from five potential Witnesses, [REDACTED], [REDACTED], [REDACTED], all of whom will apparently give evidence that the Claimant did not damage her right arm as alleged.

The Defendants have obviously previously suggested there was nothing untoward or dangerous about the system of work in which the client was working, nor were any complaints made about any apparent problems that she was having.

The Defendants have stated within the Allocation Questionnaire that they consider this to be a claim to contest on liability and that unless the Claimant wishes to discontinue proceedings, the claim will be fully contested.

We therefore, clearly need to speak to the Claimant about all of this as soon as possible, although we are only likely to see the extent of the Defendant's Witness evidence and the strength of this evidence, once we reached the stage of exchange of witness statements.

Clearly, at present, we are in a difficult situation in that although we have always been dubious about this claim and the prospects of it succeeding from the outset, the medical evidence that we have at present does support a claim, and unless we are given any evidence to contradict this, then we will have to pursue claim as far as we possibly can.

The main concern that I had regarding the Allocation Questionnaire, however, was that we do not appear to have received any Allocation Questionnaire ourselves from [REDACTED] County Court.

I therefore, telephoned [REDACTED] County Court to find out what the position was.

I was advised that the Defence Document had been filed by the Defendants and this had been passed to a District Judge, but as yet the Court has not made any further Order, nor has any Allocation Questionnaire been sent out to either party. Therefore the Defendant Solicitors have clearly filled this Allocation Questionnaire and sent this out to us and to the Court to try to seize the initiative and to try to put us on the back foot somewhat, by

informing us of all of the Witness evidence that they have and trying to suggest to us that they have a strong case and will be defending this case to the full.

We will clearly need to take the client's instructions regarding this but, at present, as I have stated above, we cannot discontinue the claim on the basis of the fact that no evidence as yet has been disclosed to us by the Defendant Solicitors, and we still have supportive medical evidence.

Nevertheless, we do need to speak to the client as soon as possible.

Time engaged reviewing the file and considering the contents of the Defendant's Allocation Questionnaire and the file as a whole – **18 minutes**

Time engaged on the telephone to [REDACTED] County Court – **6 minutes**

[REDACTED]

[REDACTED]

We write further to previous correspondence in this matter.

We can confirm that we have now received confirmation from the [REDACTED] County Court that your claim has now been listed for a final Disposal Hearing to take place on [REDACTED].

At this hearing the Court will review all of the evidence in this matter and will then make a decision regarding how much you should receive as damages to compensate you for the personal injuries and losses that you sustained as a result of this accident.

To date, we have still not received any communication or correspondence from solicitors or insurers acting on behalf of [REDACTED] and so presumably this hearing will be uncontested.

Nevertheless, we have booked [REDACTED] of Counsel, the barrister who previously advised you in conference in [REDACTED] regarding this case, to represent you at this hearing.

[REDACTED] will make submissions to the Court regarding the potential value of your claim and will then invite the Court to make an award of damages to you in this sum.

A final decision in this regard will be made by the Judge who hears this hearing and the Judge may wish to ask you some questions prior to making this decisions.

We would therefore ask that you ensure that you can attend this Disposal Hearing and we would ask that you arrive at Wolverhampton Count Court by no later than 11.30 am on the day in question so that you can meet with [REDACTED] prior to the hearing, and [REDACTED] can then advise you as to the likely procedure for the hearing and ask you any questions about points that may need to be clarified prior to the hearing commencing.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to confirm that you will be able to attend the Court on this date.

We look forward to hearing from you in this regard.

Yours sincerely,

[REDACTED]

**FILE ATTENDANCE NOTE**

[REDACTED] reviewing the file and noting that we have now received correspondence from the [REDACTED] County Court confirming that this case has now been listed for a Disposal Hearing at [REDACTED] County Court on [REDACTED] [REDACTED]

Only 15 minutes has been allowed for the Disposal Hearing, presumably because we have received no communication or correspondence whatsoever from the Defendant's insurers or solicitors still to date.

I therefore telephoned [REDACTED] and arranged for [REDACTED], who has advised in conference previously and also drafted the Particulars of Claim in this matter, to cover the Disposal Hearing and represent the claimant at the hearing.

We will also now write to the client to inform him of the hearing date.

Time engaged reviewing the file: 6 minutes

Time engaged on the telephone to [REDACTED] arranging Counsel for the Hearing: 6 minutes

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] spoke to this client on Thursday 26 June 2008.

The client was telephoning to discuss the claim in light of the letter that I sent out to her asking her to contact me so that I could provide her with an update.

I stated to the client that I had wanted to speak to her as it has obviously been four months since we had last spoken, although unfortunately there had not actually been any progress in terms of a development in the claim since we had last spoken.

I stated that we were still waiting for a decision regarding the issue of liability from the Defendant's insurers. I stated that we had chased them and had written again to them on the 25 June 2008 requesting an urgent response and an urgent decision regarding the issue of liability.

I stated to the client that as soon as we receive a decision from the Defendant's insurers I would of course inform her of this immediately and we could then decide how best to progress the claim further.

I stated that we were now slightly concerned about the position regarding limitation given that the client had admitted that she had been suffering from problems from as far back as 2002 since having reviewed the occupational health records.

However, limitation does not appear to have been raised by the Defendant's insurers as an issue as yet and so hopefully if liability is admitted they may simply make us an offer to settle the claim.

We will have to review the situation and see what decision the Defendant's insurers reach.

Time engaged reviewing the file and discussing the case with the client over the telephone: 12 minutes

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received further correspondence from the client who has provided us with details of her ongoing rehabilitation treatment that she is receiving with [REDACTED], the Psychologist who was instructed by the Defendant's insurers to deal with this rehabilitation therapy.

They have provided us with a psychological end of treatment summary which clearly suggests that her treatment has now come to an end. Therefore we should be receiving a copy of this very shortly from the Defendant's insurers.

The outcome of the treatment, which has consisted of 12 sessions of therapy treatment, is that [REDACTED] is continuing to find it extremely difficult to come to terms with her chronic pain state although she has attempted to come terms with the devastating effect that the accident has on her life.

[REDACTED] states that psychologically the client has progressed very well and that she carried out all homework tasks set and [REDACTED] feels that she has now reached a stage in her progress that she will need to continue to work on in the future. Most of her frustrations however appear to be around the lack of treatment she is receiving due to the ongoing legal proceedings and therefore [REDACTED] feels that the case should be concluded as soon as possible.

Apparently [REDACTED] has been advised that she cannot have an MRI scan and cannot be referred to the Solihull Pain Management Program whilst proceedings are continuing and so therefore this may be a reason why she and her husband have been anxious for this claim to be settled as soon as possible.

However, clearly we are going to have to wait until we receive the further medical evidence from [REDACTED] before we can settle the claim, although on the basis of the information contained within this report it seems that once we have obtained this report we should review matters again, perhaps with Counsel, and then put forward an offer of settlement so that we can try to tie up the loose ends and bring this claim to a conclusion for the benefit of both the claimant and ourselves.

Time engaged reviewing correspondence received from the client and the psychological end of treatment summary report: 12 minutes

████████████████████

## FILE ATTENDANCE NOTE

████████████████████ spoke to the client ████████████████████ on Wednesday 25 June 2008.

The client was telephoning to confirm that he had received the scheduled of special damages and, whilst not understanding all of the complex calculations that were contained within the schedule of special damages, he stated that he was obviously delighted with the figure that the accountants had come up with.

He stated when he brought this claim at the outset he had no idea that the claim could potentially be worth as much as the figure of £70,000 that had been put forward within the schedule of special damages.

I stated to the client that in addition to this figure we would be looking to include the award for general damages, which Counsel has advised could be worth as much as £5,000 from the medical evidence that we have obtained.

Therefore I stated that we would now be looking to put together with Court papers for service if the client was happy to agree to the contents of the schedule.

The client stated that his only concern was regarding the statements that was attached or annexed to the schedule of special damages as clearly ████████████████████ had indicated in the previous conference that he wanted the statement to be amended and also wanted the client's statement to include some additional information.

I therefore stated to the client that we would now make some amendments to the statement in accordance with the information given to us by ████████████████████ at the conference which he felt should be included to take into account the fact the client is now considerably affected by his ongoing symptoms, and also to accurately depict the picture prior to the client's retirement from the company whereby he tried to do everything he possibly could to remain in employment with the company before being forced to take early retirement due to the extent of his injuries.

The client also gave me some other amendments that he wanted to be made which related to the final paragraphs of the statement whereby he obviously did not retire on medical grounds nor where power converters introduced by the company after all.

The client also wanted some amendments to be made regarding the positioning and layout of the fan and also the fact that he did not climb into the van rather that he leaned into the van when he initially lifted out the power converter/generator.

I therefore stated to the client that we would make these amendments to the statement and then send it out to him for his approval.

Once the statement was signed and returned to us we can then include this within the schedule of special damages and then serve proceedings upon the defendants accordingly.

Time engaged reviewing the file: 6 minutes

Time engaged amending the client's statement: 30 minutes

Time engaged on the telephone to the client discussing the case: 18 minutes

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] spoke to this client on Thursday 26 June 2008. The client was telephoning to discuss the contents of the medical report of [REDACTED], the Consultant Orthopaedic Hand and Trauma Surgeon that we instructed in this matter.

[REDACTED] prepared a report commenting upon the nature and extent of the injuries sustained by the client in this accident and confirmed that this was a relatively straightforward crush injury that caused a puncture wound to this client's right hand but that did not cause any long lasting injury and normally the effects of this injury would have lasted for no longer than six months.

However [REDACTED] concluded that this particular subsequently developed symptomatic osteoarthritis and mild carpal tunnel syndrome in the same hand and it is these problems that are responsible for the client's ongoing symptoms.

The client was unhappy with this and stated that she found it hard to understand how such conclusions had been reached as she had never had any symptoms in her right hand prior to this accident. She stated that she had been completely symptom free and had no problems at all with her right hand but since this particular accident all of her problems appeared to have developed and she therefore believes in her own mind that the accident is responsible for all her problems.

I stated to the client that I could understand why she thought this and that this clearly was the logical explanation as to why she was continuing to suffer from symptoms.

However, I stated to the client that although she may not have been aware of symptoms from the osteoarthritis or carpal tunnel syndrome problems it is likely that she had these problems prior to the date of this accident even though she was not aware of these problems because she did not have physical symptoms.

It may well be that the accident has triggered off these symptoms but I stated to the client there was no evidence to suggest that the accident was responsible for these problems as clearly these problems are constitutional and/or degenerative problems that the client would have suffered from symptoms in any event at some point in the future.

I stated to the client that even if the accident had triggered off the symptoms of osteoarthritis another noxious event such as banging her hand at home could have been equally responsible for trigger off such symptoms at a later date and so the accident cannot be held responsible for this according to our medical expert.

The client understood the explanation that I gave to her but stated that she could not accept this in her own mind as she was adamant that she had suffered from no problems prior to this accident and could not see why therefore the accident was not responsible for all of the symptoms that she has suffered since.

Again I tried to explain to her the medical conclusions that that been reached and stated to her that it was unlikely that we would obtain medical evidence that would say anything to the contrary, and particularly as [REDACTED] is an imminent hand surgeon and certainly one of the most senior hand orthopaedic surgeons in the Midlands area.

I stated to the client however that if she was unhappy with the medical evidence we could approach her Trade Union about obtaining a second opinion from a different medical expert, although I stated to the client that in the circumstances I did not feel that this would be beneficial as I could not see that any other medical expert was reached a different conclusion based upon the x-rays and other medical records that have been reviewed.

Client stated that she would consider matters with her husband and discuss the medical report and re-consider the conclusions over the weekend and then contact me on Monday to inform me whether or not she is happy for the report to be disclosed to the Defendant's insurers and for us to then try to negotiate a settlement on her behalf on the basis of this report.

Time engaged on the telephone discussing the case with the client: 12 minutes

Time engaged reviewing the file: 6 minutes

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reconsidered this particular file on Thursday 26 June 2008 and decided to telephone the Defendant's insurers to find out what the present position was regarding this claim and whether they were prepared to consider any offers of settlement.

I had previously reviewed the file on 25 June 2008 and noted that we had still not received any response from the Defendant's insurers and had presumed that this was confirmation that they were not prepared to make any offers of settlement.

I telephoned [REDACTED] at [REDACTED] who confirmed to me that liability remained denied and unless we could come up with any further information to contradict any of the arguments that they had put forward previously they were happy that their denial of liability was reasonable and that they had reasonable prospects of successfully defending this claim.

She stated therefore that she was leaving it to us to decide as to whether or not we wanted to pursue this matter through the court by issuing County Court proceedings.

As this is the case, it seems that our only way of progressing the claim is to issue County Court proceedings, as we initially suspected.

I was also contacted by the client on Thursday 26 June 2008 who telephoned in response to my recent letter.

I informed the client that the Defendant's insurers had rejected our offers of settlement and had no offers to make as they were satisfied that their denial of liability was reasonable and that they had reasonable prospects of successfully defending the claim.

I therefore stated to the client that the only way of progressing this matter further would be to issue County Court proceedings. I explained that [REDACTED] of Counsel had previously advised in conference that the claim did have a greater than 50/50 prospect of succeeding and that Small Claims court proceedings could be issued to progress the claim further.

However, I stated that I would need to refer this matter to our Issue Committee before a decision was made as to whether or not County Court proceedings could be commenced.

I stated that as soon as the Issue Committee had reported back to me, I would of course inform the client of their decision and let him know whether or not we would be issuing County Court proceedings in an attempt to progress the claim further.

**Time engaged on telephone to Defendant's insurers:** 6 minutes  
**Time engaged on telephone to client:** 6 minutes

**Time engaged reviewing file:**

6 minutes

[REDACTED]

**MEMO**

**TO:** [REDACTED]

**FROM:** [REDACTED]

[REDACTED]

Enclosed for your attention the file of [REDACTED]. This involves an accident at work that occurred on [REDACTED].

On the date of this accident, our client was in the process of clearing away some scrap which had been left lying around on the floor when he was contacted by his colleague, [REDACTED], who needed some assistance in carrying out a painting task that she had been given. [REDACTED] was painting some of the pan racking which is apparently very tall. [REDACTED] is [REDACTED] and so she therefore asked our client if he [REDACTED] and assist her in completing this task.

Unfortunately, the client could not [REDACTED] either and so he therefore tried to help [REDACTED] by [REDACTED] that she had been given slightly longer.

To do to this he used an [REDACTED] that had been left where [REDACTED] was working and placed this into [REDACTED].

However, as our client was in the process of doing this the tip [REDACTED] broke in two near to the top and the sharp point of [REDACTED] then went into our client's [REDACTED] causing a puncture wound and leaving a number of small splinters in his [REDACTED].

Seemingly, the [REDACTED] in question was already broken at the top and so when our client attempted to place it into [REDACTED], the [REDACTED] split in half completely thus causing this accident.

I therefore commenced the claim on the client's behalf alleging that the [REDACTED] was already defective and/or damaged and should therefore have been taken out of use and removed from the factory floor and not been left out on the factory floor to be used by others.

However, the Defendant's insurers have put forward a denial of liability for this accident. They state that alternative equipment is available to be used for the painting task such as extending rollers and they suggested therefore that the client was the author of his own misfortune by attempting to force the broom handle into the roller instead of requesting the appropriate tool.

I put these arguments to the client who suggested that there was no other equipment that he could have used as far as he was aware and that there were not any alternative rollers that were available to carry out this task.

Nevertheless, the Defendant's insurers have maintained a denial of liability on the basis that they are adamant the client simply took it upon himself to push the broom handle into the roller which was not an appropriate course of action to take. They state that if his colleague was having problems with reaching the top of the racking and completing this task, she should have reported this to management and obtained a proper pole. If no equipment was available, then another piece of equipment could have been ordered in order to enable her to complete this task.

As a result of this denial of liability, I arranged for a conference to take place with a Barrister, [REDACTED], at the Union offices in [REDACTED] in October 2007 to discuss the merits of the claim.

[REDACTED] stated in conference that this was a 50/50 case, but he did believe that the claim would succeed as he did not believe that what the client had done was so foolish as to mean that the handle could not possibly have been considered work equipment and therefore it could still be argued that the broom handle was work equipment and was being used for the correct purpose.

Counsel did believe that there well may be a finding of contributory negligence but that primary liability should probably still rest with the company for this accident.

However, Counsel suggested that the value of this claim was worth no more than £500 to £750 so he therefore suggested putting forward an offer of this sum to settle the claim at this stage, rather than having to take the step of issuing proceedings and going to the Small Claims Court.

Unfortunately, the Defendant's insurers have stated that they are not prepared to accept any offers of settlement or to consider reaching a settlement at this stage.

They are adamant that their denial of liability is a reasonable one and that they have reasonable prospects of defending this claim successfully.

Therefore, the only step in order to progress this claim further now would be to issue County Court proceedings and to progress this claim through the Small Claims Court.

I therefore pass this file through to the Issue Committee to obtain your views regarding this claim and to find out whether or not the Issue Committee are happy for County Court proceedings to be issued in this claim in an attempt to progress the claim further on the client's behalf.

Clearly, as this is a small claim, it is unlikely that we are going to be able to recover anything in the way of significant costs and so I am not sure whether this has any bearing in terms of the decision that will be made regarding progressing the claim further or not.

Nevertheless, I await the Issue Committee's decision in this regard and if you wish to discuss anything with me, or ask for any further information about this file, then please do not hesitate to give me a call.

Many thanks.

Regards

[REDACTED]

[REDACTED]

Dear Sirs,

We thank you for your letter dated 26 June 2008.

We can confirm that our client has now been examined by [REDACTED] with a view to a supplementary medical report being prepared.

However, [REDACTED] has indicated that he wishes to see copies of our client's up to date hospital records before drafting his final report.

We have therefore made application for these records and as soon as we are receipt of these records we will forward a copy to [REDACTED] who can then draft his report accordingly.

We will keep you updated as to the position regarding the medical evidence and will of course forward a copy of [REDACTED] report to you as soon as we are receipt of the same.

We trust that this explains the position to you.

Yours faithfully,

[REDACTED]

[REDACTED]

Dear Sirs,

We write further to previous correspondence in this matter and refer in particular to your letter dated 11 April 2008, within which you put forward a denial of liability for our client's accident.

You suggested that the reason for the denial of liability was that your insured found no evidence of banding or any other item that our client could have tripped over in the area at the time of this accident.

However, we enclose for your attention a copy of a witness statement that we have obtained from a [REDACTED], who is a work colleague of our client.

[REDACTED] confirms that she saw our client fall and then went over to the area in which our client had fallen in the aftermath of this accident.

She states that plastic banding was present on the floor in the area where our client had fallen and she states that she pointed this plastic banding out to our client's team leader [REDACTED]. We understand that [REDACTED] then cleared away the banding and disposed of it.

It seems that this was never reported to the company in the form of any accident documentation, but [REDACTED] confirms in her witness statement that this banding was present and she believed to be the likely explanation for our client's fall.

We would ask you to consider the contents of [REDACTED] statement and to then review the decision regarding the issue of liability in this claim.

We look forward to hearing from you further in this regard as soon as possible.

Yours faithfully,

[REDACTED]

**FILE ATTENDNACE NOTE**

[REDACTED] reviewing correspondence and noting that we have now received two letters from the Defendant's solicitors [REDACTED].

The first letter was sent via fax and confirmed that they have received our letter of 24 June 2008 and are pleased that we have agreed to the extension of time suggested by them for the disclosure of listed documents and requests to inspect documents contained therein.

They are also now seeking an update as to the present position regarding [REDACTED] evidence.

We will therefore write to them informing that we are making application for the client's relevant up to date hospital records and [REDACTED] needs to see these before drafting his report.

Time engaged reviewing the file and considering correspondence: 6 minutes

[REDACTED]

[REDACTED]

Dear Sirs,

We thank you for your letter dated 26 June 2008.

We can confirm that our client has now been examined by [REDACTED] with a view to a supplementary medical report being prepared.

However, [REDACTED] has indicated that he wishes to see copies of our client's up to date hospital records before drafting his final report.

We have therefore made application for these records and as soon as we are receipt of these records we will forward a copy to [REDACTED] who can then draft his report accordingly.

We will keep you updated as to the position regarding the medical evidence and will of course forward a copy of [REDACTED] report to you as soon as we are receipt of the same.

We trust that this explains the position to you.

Yours faithfully,

████████████████████

## FILE ATTENDANCE NOTE

██████████ reviewing the file and noting that the Defendant's Solicitors ██████████ have now sent us two letters, the first of which asking for verification of the client's claim for travel expenses and documentary evidence to prove that this is a valid claim, the second of which puts forward an offer to settle the claim.

The Defendant's solicitors have worded the letter slightly confusingly in that it is not clear whether the offer is now made in full and final settlement or whether they are simply wanting to know whether or not we would be prepared in principle to settle the claim for £8,500 if all other issues were clarified.

They have stated that they wish to confirm if we are prepared to agree quantum on a full liability basis at £8,500 and which we have had previously offered.

However, upon reviewing the file it seems that £8,500 was an offer that was put forward for General Damages only and this did not take into account the Special Damages aspects of the claim.

Whilst our Schedule of Special Damages may be over inflated at around £20,000 as the client's future loss of earnings and loss of overtime claim appears to have been negated by the earnings information that has been disclosed, we had previously worked out that the client should still be entitled to a loss of earnings claim of around £4,000 plus a care aware of around £850 meaning that our valuation of the claim was nearer £13,000 rather than £8,500.

Nevertheless we will take the client's instructions before writing back to the Defendant's solicitors in response to this offer, but my view is that £8,500 is too low.

We will see what the client has to say as the client may of course wish to simply accept the offer to settle the claim at this stage.

However, in light of some of the further information that we have obtained regarding the medical evidence recently, it may well be that a further conference is needed to discuss the issue of quantum with Counsel prior to reaching any settlement as it may well be that general damages are now worth more than £8,500 given the future prognosis put forward by ██████████ in his most recent report, which is far bleaker than was initially envisaged in his first report.

Time engaged reviewing the file and considering the merits of the offer that has been put forward by the Defendant's insurers: 18 minutes

[REDACTED]

Dear [REDACTED]

We write further to previous correspondence in this matter.

We would be obliged if you could contact Mr [REDACTED] at this office upon receipt of this letter to discuss your claim.

The Defendant's solicitors have now put forward an offer to settle your claim in the all inclusive of £8,500.

We would therefore be obliged if you could contact us to discuss the merits of this offer in more detail.

We look forward to hearing from you as soon as possible.

Yours sincerely,

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] reviewing the file and noting that we have now received correspondence from Excel Insurance who state that they have reviewed the client's personnel file and have found no such letter from his doctor suggesting light duties nor a letter from their insured to agree to this.

However, on the basis of the client's instructions and the documentation that he has sent through to us, we do obviously have a letter that was sent to the client from his GP or written for the client from his GP dated 11 June 2007 and so the client is still adamant that he did present this to his employers.

We therefore need to see a copy of the client's occupational health and work's personnel records for ourselves and so we need to ask for disclosure of this from the Defendant's insurers.

From reviewing the file it seems that the authority that our client previously signed was only allowing access to [REDACTED] and so as this is the case, we will need to get the client to sign another authority allowing us access to these records.

This is very annoying and I would have presumed that these records would have been disclosed to us in support of the Defendant's insurers arguments and the fact that they have not disclosed these records with their arguments suggesting that there may be something to hide here.

Nevertheless we will forward a copy of the authority to the Defendant's insurers in due course and ask for disclosure of these records accordingly.

Firstly we need to write to the client getting him to sign this authority.

Time engaged reviewing the file and considering the contents of the Defendant's insurers correspondence: 12 minutes

[REDACTED]

Dear [REDACTED]

We write further to previous correspondence in this matter.

We can confirm that we have now received a letter from the Defendant's insurers in which they are suggesting that your occupational health and personnel records contained no letter from your GP dated 11 June 2007 and they state that the company are disputing that they ever received such a letter or agreed to provide you with only light duties during this time.

Therefore, we wish to obtain copies of these records for ourselves, as the Defendant's insurers have simply stated that the records do not contain this letter and have not actually disclosed copies of the records to us.

We believe that we need to gain access to these records to review the same and find out whether there is any such documentation in existence prior to making a decision as to whether we can progress this claim further.

We therefore enclose for your attention a copy of an authority allowing access to your occupational health records. We would be obliged if you could complete and sign the authority and then return it to us in the envelope provided. We will then make application for a copy of your records and upon receiving disclosure of these records can arrange a meeting to go through these records with you.

We trust that this explains the position to you and look forward to receiving the signed authority by return.

Yours sincerely,

[REDACTED]

## FILE ATTENDANCE NOTE

[REDACTED] spoke to this client on Friday 27 June 2008.

The client was telephoning to discuss my recent letter and was extremely unhappy with the suggestion that he had not sustained any loss of earnings as a result of this accident, which is suggested by some of the earnings information that has been disclosed to us.

The client is adamant that he was paid fully for three months following this accident but for the remaining two and a half months of his absence from work he received only half pay and therefore sustained a significant loss.

In any event when we ran through the earnings information it does appear that earnings information for June, July, August, September and October 2006, which are clearly the most relevant months, has been omitted by the Defendant's insurers. Indeed, no documentary evidence has been disclosed to verify the client's wages and all we have received so far a number of figures that have been written in a letter from Defendant's insurers, which clearly does not satisfy their obligations as far as disclosure of documentation is concerned.

As part of the pre-action protocol we are entitled to disclosure of pre and post accident earnings details and so therefore we will request this from the Defendant's insurers by return.

Really we need this information prior to issuing proceedings so that we can calculate the client's loss of earnings and put this forward in the schedule of special damages.

We will therefore write back to the Defendant's insurers in response to their offer of £750 and advise them that this is rejected. We will also put forward a counter offer for general damages of £1,500 and state that this is also subject to our client's claim for special damages which we wish to calculate and therefore need earnings information to do this.

The client was happy with this and stated that he would wait to hear from us once we had heard further from the Defendant's insurers.

Time engaged reviewing the file and discussing the case with the client over the telephone: 12 minutes

[REDACTED]

[REDACTED]

Dear Sirs,

We write further to previous correspondence in this matter and refer in particular to your client dated 22 April 2008.

We have taken our client's instructions regarding your comments in your aforementioned letter and also regarding the offer that was put forward to settle our client's claim in the sum of £750.

We can confirm that we reject your suggestion that our client has acted contrary to his training or was the author of his own misfortune, and would point out that at present you have no evidence to suggest that this is the case. Indeed, the witness evidence that we have now obtained from [REDACTED] suggests that both she and our client were unaware that there was any defect with this stillage prior to this accident occurring and she also confirms that our client was assembling the stillage in question in the normal correct manner.

We are therefore happy to proceed with this claim by issuing County Court Proceedings if necessary as we are confident that any Court would find your insured to be liable and in breach of their statutory duties regarding the Work Equipment Regulations.

We also believe that the offer that you have made to settle this claim is too low considering the contents of the medical evidence that we have obtained and therefore the offer is rejected.

We are instructed to put forward a counter offer general damages in this claim in the sum of £1,300. We look forward to hearing from you regarding this counter offer by return.

In addition to this sum we also wish to recover for our client the loss of earnings that he sustained as a result of his absence from work following this accident.

Our client informs us that he was absence from work for a period of five and a half months following this accident and, although he was fully paid for the first three months of this absence, for the remaining two and a half months of his absence he received only half pay and therefore sustained a significant loss of earnings.

We note that no earnings information has been provided to us to date, contrary to the Personal Injury Pre-Action Protocol, and instead we have received incomplete wages details within your letter dated 23 July 2007.

Within the aforementioned letter there were no earnings details provided for the months June, July, August, September and October 2006, which were clearly the most significant months as far as any potential loss is concerned.

We would therefore be obliged if you could disclose wage slips or earnings information for each of these months and also for the 13 weeks prior to our client's accident date so that we may then calculate our client's loss of earnings accordingly.

We trust that this explains the position to you and look forward to hearing from you regarding the above by return.

Yours faithfully,

[REDACTED]

**FILE ATTENDANCE NOTE**

[REDACTED] spoke to the client on Friday 27 June 2008. She was telephoning to confirm that she agreed to the loss of earnings calculation that I had worked out on her behalf.

I had calculated that she had sustained a loss of earnings as a result of her absences from work amount to £3,527.47. She agreed to this figure.

When we add to this sum the £19.50 that we are claiming for prescription charges it means that we are seeking a special damages award of £3,546.97.

We will therefore inform the Defendant's insurers of this and invite them to put forward an offer of settlement in this claim.

Time engaged reviewing the file: 6 minutes

Time engaged discussing the case with the client over the telephone: 6 minutes

[REDACTED]

[REDACTED]

Dear Sirs,

We thank you for your letter dated 11 June 2008 within which you enclosed earnings information to enable us to calculate our client's loss of earnings.

We have calculated that prior to October 2005 our client's average monthly earnings amount to £599.84 per month. Therefore, over the 14 months that our client's pay was seemingly affected following her absence from work, she could have expected to earn £8,397.76.

Instead, from the earnings information provided, it appears that she was paid only £4,870.29 by your insured. Therefore the loss of earnings amounts to £3,527.47.

In addition to this, as indicated in previous correspondence, we are seeking to claim for the costs of prescription charges that our client incurred in the sum of £19.50.

Therefore, our special damages claim amounts to £3,546.97.

We now look forward to hearing from you with a global offer of settlement in this matter.

Yours faithfully,