Your guide to Personal Injury

GW Legal
0345 373 3737
What you can expect from GWlegal

If you’ve had an accident that wasn’t your fault, we will help you make a claim for compensation.

Our Personal Injury department is headed up by Senior Partner, Simon Cottrell and specialises in road traffic accidents, accidents at work, public liability and highway tripping claims. The department is made up of solicitors and experienced litigation executives, each of whom, unlike some other firms, have low case loads allowing them to complete cases more quickly and efficiently.

Trust your personal injury claim to GWlegal and you’ll get the whole process explained in plain English and regular updates by phone and/or in writing as your case progresses.

We appreciate there is a lot of information to take in, but please take the time to read it all. It could be instrumental in helping your claim reach a conclusion more quickly.

With over 30 years of experience dealing with personal injury claims, GWlegal has the right people in place to deal with your claim quickly and efficiently.

We deal with thousands of personal injury claims every year, from minor wounds to severe injuries, and aim to make your claim as stress-free as possible.
Types of Personal Injury

Public Liability Claims
An accident that occurs on property open to the public is known as a public liability claim. This includes accidents that happen in supermarkets, gyms, restaurants and parks. The most common types of Public Liability Claims are slips, trips or falls but there are, of course, other types of accidents that could happen in public places such as accidents caused by falling objects.

Examples of Public Liability Claims
- Slipping on a spillage on a shop floor
- Tripping on an uneven floor
- Being struck by a falling object

What to do
- Report the accident immediately
- Take photographs of the relevant area
- Get the contact details of any witnesses

Road Traffic Accidents
A road traffic accident describes any kind of accident that happens on the road. And you don't have to be in a car to have a road traffic accident. You can be on a bike, on the bus, in a taxi or just walking along minding your own business. They come in all shapes and sizes and don't always involve another driver.

Examples of Road Traffic Accidents
- Vehicle hit from behind by another vehicle following too closely
- Car colliding with a pedestrian
- Driver losing control

What to do
- Report the accident immediately
- Take the details of the offending driver
- Take photographs of the damage
- Get the contact details of any witnesses

Highway Tripping Claims
The local Highway Authority is responsible for the maintenance and upkeep of all roads, footpaths, cycle paths and bridleways. If any 'highways' are neglected and cause a user to suffer a personal injury, they have failed in their responsibilities and are liable.

Examples of Highway Tripping Claims
- Tripping on defective paving slabs
- Tripping over missing grids and/or manhole covers
- Tripping due to potholes in the road

What to do
- Report the accident immediately
- Take photographs of the defect
- Get the contact details of any witnesses
Types of Personal Injury continued

Accidents at Work

Whether you are an office worker or a construction worker, you have a right to work in a safe environment. It is the responsibility of the employer to ensure all their staff are fully protected, fully trained and the workplace is secure. If the employer falls short in their responsibility, then there may be an entitlement to compensation.

Examples of Accidents at Work

- Injuries caused due to excessive manual handling
- Injuries sustained due to defective/unsafe work equipment
- Injuries caused due to lack of training or supervision in an unsafe system of work
- Slipping or tripping at your place of work

What to do

- Report the accident immediately to your employer
- Get the contact details of any witnesses.

Accidents Abroad

Having an accident is never good but when it’s abroad, it can be even more distressing. Not only can it disrupt and ruin your holiday, it is also a very confusing experience. There’s the potential language barrier, finding your travel insurance documents and the fact you’re not 100% sure of your rights.

Examples of Accidents Abroad

- Car accident abroad
- Tripping on a defective walkway in the hotel grounds
- Food poisoning from a hotel restaurant.

What to do

- Gather as much information as possible including your insurance details and other information from the police.
- Take photos including any evidence
- Get contact details for any witnesses.

Product Liability

Everything you buy, from cars to toothpaste, has to be tested and deemed sufficiently safe for use or consumption. Unfortunately, however, some defective products slip under the radar and end up causing personal injury.

Examples of Product Liability

- An allergic reaction to hair dyes
- Electric shocks from incorrectly wired products
- Cut by sharp/unsafe edges on products.

What to do

- Report the accident immediately to both the shop and manufacturer
- Take pictures of the defective product
- Get the contact details of any witnesses.
Criminal Injuries Compensation Claims

CICA CLAIMS

The CICA was created to compensate blameless victims of violent crime who have suffered from physical or psychological injury. The incident must have happened in England, Wales or Scotland, generally within the last 2 years and you must have reported the matter to the police within 48 hours or as soon as reasonably practicable.

The CICA can refuse to deal with your claim if you fail to report the incident to the police or you contributed or caused any injury. People who have tragically lost a spouse, child or parent can also seek compensation.

Examples of CICA Claims

• Physical and psychological injuries caused by assault;

• Victims of a sexual offence;

• A loved one dying as a result of a violent crime.

What to do

• Report the incident immediately to the police and co-operate with police enquiries and investigations relating to the incident;

• Take photographs of your injuries;

• Get the contact details of any witnesses.

Personal Injury Client Testimonials

“ You took the time to explain things in English to me, a non-legal person, a service much appreciated ”
Mr Gee, London

“ I would like to congratulate you all for your hard work of which you were successful and so deserved ”
Mrs Humphrey, Surrey

“ You dealt with the claim quickly and were helpful at all times. It’s nice to talk to someone who knows what they’re doing ”
Mr Lander, Nottinghamshire
Important notes you must read in relation to a Road Traffic Accident

Uninsured/ Untraced Motorist

If you suspect that a third party has provided false details or if the third party has failed to provide you with insurance details you must report this to the police immediately and obtain a police reference number. The “Motor Insurers Bureau” can compensate victims of uninsured or untraced motorists however you must have reported the accident to the Police within 5 days of it happening or as soon as reasonably possible. The Motor Insurers Bureau can refuse to deal with your claim if you have not reported the matter to the police.

Your claim will be dealt with under a Conditional Fee Agreement however, if it turns out that the other driver cannot be traced and we have to apply to the MIB to compensate you, then this cannot be done under the Conditional Fee Agreement and it will be terminated. Whilst the MIB contribute towards our costs, the sum is much lower than our usual fees and we may have to look to you to pay any shortfall from an award that is made. A more detailed explanation of how this works will be sent to you under separate letter before we take this course of action.

Fully Comprehensive Insurance

If you have fully comprehensive insurance policy but decide to ask the third party’s insurers to pay for the repairs/total loss value of your vehicle you must be aware that this is very likely to take longer than if you used your own fully comprehensive insurance policy.

The third party’s insurers will not deal with your claim until the third party has filled in a claim form, they are satisfied that the third party has a valid policy of insurance with them and that the accident is completely their insured’s fault. They have three months to investigate this and are not legally obliged to provide any interim payments to you. The third party’s insurers will not be responsible for any unreasonably incurred hire/storage or other charges that you incur whilst waiting for them to deal with your repairs/total loss if you have a fully comprehensive policy that you could use instead.

You should always report an accident to your own insurance company immediately, even if you do not intend to claim from your own policy. You could invalidate your insurance if you fail to report an accident to them.

If you have not reported the accident to them immediately but then later try to make a claim on your own policy you may find that your insurers will refuse to deal with your claim. You should check your policy document thoroughly as you may find that if you do not report an accident to them within a certain time this invalidates your insurance.
The GWaccount

Stay up to date with your case as well as upload documents, make payments and ask any questions you have...even when the office is closed with your own GWlegal account.

By creating an account, you’ll be able to:

- View and update account details
- View case progress
- Send messages relating to a case
- Make payments relating to a case
- Leave feedback
- Upload documents

We believe that by enabling you to have access to your case and understand the key milestones which have been or need to be completed will not only improve your experience but also help speed up your case.

Get the App

Get instant access to your case by downloading the free GWapp.

What’s more, enable the push notifications and you’ll receive immediate updates as your case progresses.

Available on Android and iPhone, simply search for ‘GW Solicitors’ in the App Store or on Google Play.
Everyday Legal

Free legal help from GWlegal

Whilst you need our assistance in your current case, not every legal issue needs the professional advice of a solicitor. Often you can handle the situation on your own – you just need a few pointers.

That’s what Everyday Legal, our free advice service, is all about... equipping you with the right information so you can solve the problem yourself whether it’s reclaiming unfair charges, resolving disputes or wanting to know your consumer rights.

Topics include:

• Energy bill refunds
• How to claim for pothole damage
• Resolving property boundary disputes
• Your legal rights when buying a used car
• Dealing with noisy neighbours.

Everyday Legal is available on our website – gw.legal - as well as through our free mobile app. Simply search GW Solicitors in the App Store or Google Play.
Recommend a Friend

Impressed by our service? We sure hope so! Then why not recommend us to your friends and family and earn up to £250 for your effort.

How much could you earn?

<table>
<thead>
<tr>
<th>Service</th>
<th>You get</th>
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<tbody>
<tr>
<td>Conveyancing</td>
<td>Up to £100(^)</td>
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<td>Remortgage</td>
<td>£25</td>
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<tr>
<td>Wills</td>
<td>£20</td>
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<tr>
<td>Personal Injury</td>
<td>£250</td>
</tr>
<tr>
<td>Financial Claims (PPI)</td>
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It’s so easy to recommend us to family and friends. Simply log on or create a GWlegal account by visiting gw.legal. Click on the Recommend a Friend button and simply enter your friend’s email address and the service you are recommending. Hit send and off it goes to your friend’s inbox.

You can then keep an eye on if they follow your recommendation and take up our services, and ultimately if and when you’ll get paid, through your own personal dashboard.

Don’t forget, if you’re a Premier Client Club member, your relative or friend will also be entitled to discounts on our services*. Might be worth mentioning that to them as an extra incentive!

\(^\)Earn £50 for a single sale or purchase case and £100 for a combined sale and purchase case

*Premier client club members and their family and friends are entitled to 25% of our conveyancing and remortgage fees and 10% of our Wills service. Not including VAT and disbursements
General Terms and Conditions

Acceptance of Instructions to Act

We can decide whether or not to accept instructions from a client. If we receive a recommendation/nomination from an Introducer, this does not mean that we have to accept the instruction to act for the client(s) recommended. If we refuse instructions we do not have to give a reason, though we will never refuse instructions for unlawful or discriminatory reasons.

GWlegal is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

Data Protection

We will control and process your personal information in accordance with the Data Protection Act 1998. We will use the personal information that you provide to deal with your case and carry out our duties to you. We may disclose your personal information to other companies should the need arise during the progress of your case. We will also use your personal information for administrative, accounting, monitoring, research and marketing purposes; statistical analysis; security vetting and client services.

By providing your personal information to us, you expressly authorise us to process that information for the purposes set out in this paragraph. You can at any time request from us a copy of all information that we have regarding you (for which we may charge a fee of £10.00) and correct any inaccuracies in it. If you provide information to us about another party, you confirm that such party authorised you to do so and consents to our processing that personal information.

Regulation

GWlegal is the trading name of Goldsmith Williams Solicitors who is authorised and regulated by The Solicitors’ Regulation Authority under number 48089. We are not authorised by the Financial Conduct Authority, so we cannot give you investment advice nor can we advise you about mortgage products. Using your information we will process any data that we have about you in accordance with the Data Protection Act 1998.

Copyright

We retain copyright in documents that we provide to you or a third party on your behalf. You can use the documents solely for the matter that you have asked us to deal with and not for any other purpose.

Law and Jurisdiction

Our agreement with you to provide legal services and these terms of business are governed by and construed in accordance with English law.

Electronic ID

You may see a charge for carrying out an electronic ID search mentioned in your Terms of Business letter. We may do this because we have to be sure that you are who you say you are and by using the technology available we can search a number of online registers to satisfy ourselves of your identity. You should know that we make a profit on these searches which cost us currently 80p per name. You will appreciate however that we have a fair degree of administration to do to submit a search, receive the result and consider the result (quite often we need to resubmit some outstanding information or make a judgement if the
result is not as clear as it could be). The fees that we charge as outlined in your Terms of Business letter therefore covers all the administrative cost to us of making sure that we deal with the question of your ID as smoothly and efficiently as possible.

Your File

Your file is confidential and we will not let anyone see it without your permission. However, your file may be requested in some circumstances.

We are proud to be registered as an ISO 9001:2008 quality assured company and as part of this, it may be necessary for us to allow inspectors to view your files. The inspectors will simply check that we gave your case the appropriate attention.

They will not disclose any confidential information to anyone else. You may write to us at any point to say that you do not wish your file to be made available for assessment. This will not affect the service you receive from us in any way.

External firms or organisations may conduct audit and quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

If you wish us to send you a copy of your file to you at any time after your matter has completed please let us know. Such requests must be in writing. Please be aware we are entitled to make a charge that is fair and reasonable taking into consideration the time and effort involved in complying with your request. We can, of course, provide you with a breakdown of our charges for doing.

We keep our files for six years in electronic format only (except Wills & Probate or files relating to minors which are kept in paper format indefinitely) and will destroy them thereafter unless you ask us not to. If you do not go ahead with your case, we may destroy your file at any time.

Call Recording

All inward and outward telephone calls are recorded. This is for two reasons:

1. It helps us to have a record of your instructions to us and any information that we give to you over the telephone

2. We can also use this to monitor the level of service being provided to clients, which assists us in developing our service to clients by providing staff training where necessary.
Copies of Calls

If you want a copy of a recording please ask the person dealing with your matter. It is not always possible to provide a recording as there can be technical problems which lead to calls not being recorded or where we are unable to trace the call.

Using your Information

We will use all information you provide primarily for the provision of legal services. However, we may also use it for related purposes including updating and enhancing our records, analysis to assist in managing our practice, statutory returns, legal and regulatory compliance.

Confidentiality

We have a duty to keep information about you confidential. However, we may be required to allow outside organisations access to our files, such as our Regulator, bankers providing funding for your case, the assessors for our ISO 9001:2008 accreditation, any ‘After the Event’ insurers, your introducer, Ambermedco Ltd and medical agencies.

Money Laundering


Outsourcing

We may require external third party companies to undertake work in connection to assist in the smooth running of your matter, such as instructing witness statement takers. We will have an Agreement in place with any such outsourced provider to ensure that we are confident of their ability to work to a certain standard, have the necessary expertise, data security processes and resources to carry it out.

Interest

In accordance with the requirements of the Solicitors’ Accounts Rules 2011, any money received on your behalf will be held in a client account. We will pay a sum in lieu of interest on monies held in line with the terms of our payment of interest policy. It is important to note that interest will not be payable in all cases and that the rate received will be lower than that available to you had the monies been invested privately. The written policy is available on request.

Electronic Communication

We are happy to use email as a way to communicate with you, but you should be aware that confidentiality cannot be ensured nor is delivery of such mail. If you prefer us not to use email, please tell us in writing.

Rights

Any advice that we give is for your benefit, as our client. Third parties may not use or rely on our advice.

Distance Selling

We may not have met with you, in which case the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply. This means you have a right to cancel your instructions to us within fourteen working days of our receipt of your instruction.
Limitation of Liability

We have compulsory indemnity cover of £3m for each and every claim and for most claims this amount is sufficient, therefore, we limit our liability to this amount, unless there is any fraud or reckless disregard of professional obligations. For matters where the value of the transaction is more than £3m these will be dealt with by way of a separate agreement.

Your Right to Complain

As part of our commitment to customer satisfaction, GWlegal has a rigorous complaints procedure that you can access at any time. Please let us know as soon as possible if you have any problems or you would like a copy of our Complaints Procedure.

If you have a complaint about the service you receive from us, at any time, you should raise this with the person responsible for your case. If they cannot resolve the matter then you should speak to the manager of the team. If, after that, you are dissatisfied with how your complaint has been dealt with, you should contact our Customer Services Manager, Barbara Hillen on 0345 373 3737, by email bhillen@gw.legal or by writing to us. Your complaint will then be dealt with in accordance with our complaints procedure, a copy of which is available on request. Please do not store up any complaints, please raise them straight away. If still unresolved at this stage, you may take your complaint to the Legal Ombudsman.

Normally, you will have to bring your complaint to the Legal Ombudsman within six months of receiving a final response from us about your complaint and six years from the date of the act or omission giving rise to the complaint or alternatively three years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6th October 2010 or was more than six years ago).

Banking Crisis

Please note that we will not accept liability to repay monies lost through any banking failure as all monies are placed by us in accordance with the SRA Accounts Rules. All client monies are deposited with either Barclays or Yorkshire Banks. The Financial Services Compensation Scheme (FSCS: www.fscs.org.uk) limit of £85,000 will apply for an individual's total monies. Please also note that some deposit institutions have several brands which can be checked with your bank or the FCA (www.fca.org.uk). We would also advise that in the event of a banking failure we may need to disclose clients' details to the FCS.

Client Balances

We have a duty under our Code of Conduct to return any monies to you following completion of your matter. If for any reason we are unable to make contact with you, we will therefore need to engage the services of a “tracing agent” who will be able to do this on our behalf. The costs incurred in carrying out this additional work will be deducted from any monies due to you.

Assessment

Under sections 70, 71 and 72 of the Solicitors Act 1974 you are entitled to have our bill of costs assessed by a court. GWlegal is entitled to charge interest on any outstanding amount of the bill in accordance with article 5 of the Solicitors’ (Non-contentious Business) Remuneration Order 2009.
Ending the Relationship

You can tell us to stop acting for you at any time. We can only decide to stop acting for you if we have a good reason and can give you reasonable notice. Examples of when we may stop acting are where:

(i) there is a conflict of interest
(ii) the relationship between us breaks down
(iii) we cannot obtain instructions from you or your instructions constantly change
(iv) if we do not believe your action has reasonable prospects of success
(v) if we do not have appropriate funding to fund your action

This list is not exhaustive and it merely gives examples. If either of us ends the relationship, you remain liable for our costs and disbursements we have paid on your behalf plus any costs and disbursements for the transfer of your file to your new advisers.

Introducers and Your Best Interests

If you are introduced to us by an insurer, a hire company or a claims management company then this introduction is regulated by the SRAs Code of Conduct. GWlegal are authorised and regulated by the Solicitors Regulation Authority under number 48089 Goldsmith Williams Solicitors (full details can be found at www.sra.org.uk).

It’s our duty to inform you of any financial arrangement we may have with your introducer. Please see our terms of business letter for more details of the arrangement.

Despite any financial arrangement, any advice that we give you is independent and you are free to raise questions on any aspect of the transaction and of course you are free to choose another solicitor to act on your behalf.

If your claim was introduced to us by a company/person they may ask you to sign an authority entitling us to pay them a sum of money from the compensation you are awarded at the end of your claim. It is ultimately your decision if you want to do this but there is no legal obligation for you to enter into this type of arrangement. We will always act in accordance with your instructions so if you do sign one of these authorities we will make the deduction before sending the balance of the compensation to you. If after signing one of these agreements you decide you do not want to pay the fee then you must notify us as soon as possible so we can explain the possible implications of revoking the authority and have you confirm what you want us to do.

We have had over 30 years’ experience and can say that the majority of our clients have preferred to have a third party Introducer assisting on their behalf through a case. Introducers know us, the procedures involved, the legal language used, what our service levels are and can question us if they don’t believe things are progressing as they should. It is entirely your decision as to whether instructing an Introducer is right for you and that their service is of sufficient value to you in terms of spending the time and effort in seeing your case through, which can be valuable if English is not your first language. Introducers can remove the hassle and worry that some legal cases can sometimes create, leaving you to get on with what you need to do. All our clients are asked at the end of a transaction to complete a “Client Satisfaction Questionnaire” for feedback on how well they rate the over all experience.
Our Code also prohibits us from acting for any clients who have been acquired as a result of marketing or publicity or other activities which, if done by a person regulated by the SRA, would be in breach of any of these rules.

This means we cannot act where you have been referred to us by an Introducer:

- using misleading or inaccurate publicity;

- making unsolicited visits or telephone calls (“Cold Calling”);

If you feel that either of these points relate to you please let us know as soon as possible as we will be unable to act for you.

We confirm that the information disclosed by you to us will not be disclosed to your Introducer without your consent.

Whether you are recommended to us or not you are always free to choose another solicitor.

Conflict of Interest

If a conflict of interest arises then we may not be able to continue to act for you. We will notify you in writing if a conflict arises and advise you of your options.

Financial Services Insurance

If we carry out a service for you where we, for example, arrange an insurance policy then the following notice applies:

GWlegal is not authorised by the Financial Conduct Authority. However, we are included on the register under reference LS 48089 maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts.

This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at: www.fca.org.uk.

The Law Society in England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory complaints-handling arm of the Law Society.

We do not conduct an analysis of the market each time we recommend an insurance product to you and we are not contractually obliged to do so. You can request details of the insurance undertakings that we conduct business with and we will provide you with the relevant details.

MIAFTA – Motor Insurance Anti Fraud and Theft Register

Please be aware that when we advise the third party insurers of your claim they may pass your information to the Motor Insurance Anti-Fraud and Theft Register (MIAFTA) which is run by the Association of British Insurers (ABI). The aim of this is to help the third party insurers check the information provided and to prevent fraudulent claims. If you do not consent to the insurers passing the information to the ABI, or to the ABI supplying information to the third party insurers regarding any previous incidents you have been involved in, you should let us know immediately.

Marketing

We may from time to time use your data to market our other products and services or pass your details to reputable third parties to do so. If you do not wish this to happen you may opt-out by ticking the appropriate box within the declaration at the end of our terms of business letter.
If our dedicated team of experts can offer any assistance we’d be delighted to hear from you

0345 373 3737
gw.legal

We’re a social bunch...

facebook.com/GWlegalUK
twitter.com/GWlegal
instagram.com/GWlegal
pinterest.co.uk/GWlegalUK