

## **No Win No Fee?**

Most people have now heard of '*no win no fee*' agreements due to the large amount of advertising in the media. However, not everyone really understands how these agreements operate.

A '*no win no fee*' agreement is actually known as a Conditional Fee Agreement otherwise known as a CFA. There is also an alternative Contingency Fee Agreement.

When you first come to see us, we will discuss suitable ways of funding your claim. Not all cases will be suitable for funding on a '*no win no fee*' basis. More often than not, personal injury claims are funded by Conditional Fee Agreements and employment claims are more likely to be funded by a Contingency Fee Agreement. We are under a duty to investigate all possible sources of funding your claim and will first check to see whether you have the benefit of any Legal Expenses Insurance which might provide funding for your claim. For example, you may have legal cover attached to your Home and Contents Insurance.

### **Conditional Fee Agreements**

We will carry out a risk assessment to consider how strong your case is and what its weaknesses are. If your case passes the risk assessment, we will agree to enter in to a CFA with you provided that this is the most suitable way to fund your claim.

### ***What Happens If I Win My Case?***

If you win your case, we will try to recover our fees from the losing party. Usually, we would expect to recover up to 90% of our costs, some times more. We will also seek to recover the success fee from the other side. This is a percentage uplift fee which we are entitled to charge on top of our basic charges when a case is won to compensate us for taking on the risk that the case might be lost and we may not get paid at all. In personal injury cases, different success fees apply to different types of claim and we will discuss this with you when advising you on the CFA.

If there is a shortfall in our costs, you may have to make this sum up usually from your damages. However, in most personal injury claims, you will recover 100% compensation and the costs and disbursements incurred in pursuing your matter are negotiated separately and recovered from your opponent at the conclusion of your claim.

We will also seek to recover all disbursements associated with your claim from the other side. For example, the cost of obtaining your medical reports, Court fees or the cost of obtaining your medical records. We may call upon you to bear the cost of paying for your medical records, for example, during the claim but will seek to recover these from your opponent at the conclusion of the claim. The cost of obtaining copies of GP and Hospital records is usually limited to a maximum of £50.00 each in accordance with current Legislation. We would expect such disbursements to be recoverable in successful cases.

### ***What Happens If I Lose My Case?***

If you lose your case, you will not have to pay any of our fees. However, you may still have to pay for the winning parties legal fees if your claim goes to trial and you

are ordered by the Court to do so. We will seek to insure your case in its early stages against this eventuality either through a *'Before The Event'* Insurance Policy, usually known as Legal Expenses Insurance, or an *'After The Event'* Insurance Policy to protect you against the risk of adverse costs being awarded against you.

We will discuss all of the above matters with you before entering in to any such agreement to ensure that you fully understand the basis upon which we would be acting for you.