

HADES CLAIMS

The Complete Claims Solution

A Trading division of Claims Logistics Group Ltd
 Company No : 4693150 Vat No : 816 6522 27
 Tel. 01642 466700 Fax. 01642 466900
 e-mail - info@hadesclaims.co.uk

Regulated by the Ministry of Justice, Authorization Number CRM1860

JARGON BUSTER/GLOSSARY OF TERMS

Liability	<i>What does it mean?</i>	Crucial. Unless someone else was negligent, you get no compensation. Liability is split if several are to blame (you included).
Damages	<i>Legal jargon?</i>	Jargon for 'compensation'. Includes - damaged cars, contents, out of pocket expenses, lost earnings, personal injury Must have been caused directly and reasonably foreseeably by the accident.
VAT	<i>How does it affect me?</i>	If you are registered, you can claim input tax for all your losses and because of this the other side won't pay. If you are not registered, VAT forms the normal part of your claim.
Hospital Emergency Treatment Fee/Ambulance	<i>Who pays?</i>	Send the invoice you receive to your own motor insurers, they have to pay as directed by the Road Traffic Act 1988. It won't affect your No Claims Bonus.
Personal Injury	<i>How much do I get?</i>	Damages are totally dependant upon the injury suffered and the length of time it takes you to recover.
Interest		Is payable when cases proceed to court and is awarded in line with the base rate set by the Bank of England on top of your claim.
Mitigation	<i>Meaning what?</i>	Important concept. You must be reasonable and try, fairly, to keep your losses caused by the accident to a minimum at all times.
Other Terms Used	<i>Write-off/Total Loss</i>	You get the current market value only <u>not replacement cost</u> . If repairs would cost more than your car is worth on the day you had the accident, you can only claim the market value.
	<i>Cash in Lieu</i>	You can ask for a payment for the value of the repairs required to your car. VAT is withheld from a cash settlement, pending production of a receipted VAT repair invoice.
	<i>Repair Costs</i>	Get an estimate for repair and send it to us. In appropriate circumstances we will instruct an independent engineer to look at the car and check the estimate is correct.
	<i>Increase in Repair Costs</i>	If your claim has been settled on the strength of an estimate, you can't claim if the cost of repair increases unless a supplemental cost has been agreed.
	<i>Storage Charges</i>	Included in your claim but only paid for a reasonable period once you know your car is a total loss. See Mitigation . The invoice is your responsibility so you should act quickly.
	<i>Vehicle Recovery</i>	Included in your claim. The reasonable cost of recovery is reclaimable to the nearest competent repairer/storage area.
	<i>Quantum</i>	Another word to describe an amount that has been agreed but not paid because of a dispute or other issue.

Uninsured Driver	<i>Is all lost?</i>	Unusual, but not unknown. The Motor Insurers Bureau will pay the claim (less £300 for property damage) if the driver is identified. If unidentified depending upon certain circumstances and criteria the claim can still proceed.
Statutory Limitation	<i>If I don't get a move on?</i>	You must start a court case that includes an injury claim within 3 years following the incident, 6 Years for property damage claims.
Solicitors	<i>Who does my suing?</i>	We will subject to acceptance appoint a solicitor from our approved panel to represent you.
Your Duties	<i>Co-operation</i>	You must Co-operate with us or our appointed solicitor. You must not mislead us or our appointed solicitor. If you do not co-operate without good reason the wasted expenses will be your responsibility.
	<i>Changing to someone else</i>	You always have the right to change solicitors or claims company at any point as the claim progresses, however, the persons taking charge of the case will have to agree before transfer to pay any costs or expenses that have been incurred.
Settlement	<i>Once and for all</i>	We will advise settlement terms in writing/e-mail or telephone, whichever you prefer. You must accept any settlements in the same way so there are no misunderstandings
	<i>What if I was to blame?</i>	You cannot claim for anything other than if you have benefit of Comprehensive Insurance your vehicle repair would be covered subject to any policy excess. In the event of a split settlement you would be entitled to a proportion of your claim in line with that proportion subject to the claim being agreed.
	<i>Why sign your claim form?</i>	It creates a formal agreement between us which is important if we are to act for you.
Address Change	<i>Where are you?</i>	Please inform us immediately if you move address.
You and Us	<i>Confidentiality</i>	Our relationship with you is confidential. Please note that we may hold personal data regarding you and your claim. We will <u>not divulge</u> any information held without your prior permission unless disclosure is required by law. Data held about you will only be used for the purposes of work we are carrying out on your behalf and for administration of the company. You have the right to make a formal request in writing for access to the personal data held about you, to inspect it and have it corrected if it is wrong.
Without Prejudice	<i>Legal jargon?</i>	A term often used by insurance companies to indicate that they do not accept fault but want to agree terms or amounts. An insurer may agree to pay a claim Without Prejudice to save costs/time/arguments. By paying money in this way they do not admit any responsibility for the incident.
Low Velocity Impact	<i>How fast</i>	Insurers may use this argument when people claim they are injured following very minor damage crash's to investigate if they believe it would have been possible for the person claiming an injury could have conceivably suffered such an injury.
Seat Belt	<i>I wasn't wearing it</i>	It is a criminal offence not to wear a seatbelt unless you are exempt. In the event you are involved in an accident which was not your fault and suffer an injury, your compensation will be reduced