

It is important to understand the costs issues and the funding options open to you. We will advise you on the best way to finance your case.

Taking legal action may be a costly business. However, there may be various funding options available. It may be appropriate to use more than one funding option during the course of the case because of changes in the progress of the litigation, changes in the finance scheme in use or a change in your own financial circumstances.

The most common finance arrangements available are:

- **Private client funding** – If you are not financially eligible for legal aid and no other funding option is available then we will represent you on a private client basis. Our fees are based on the amount of work undertaken charged using an hourly rate, which varies depending on the seniority of the lawyer acting for you and the complexity of the work.
- **Legal aid** – now known as Community Legal Services funding – which is available to clients who are financially eligible and who have a reasonable case that meets the statutory criteria.
- **Legal Expenses Insurance** – this is often included in an ordinary household insurance policy or with a credit card. It is always important to check whether or not you have cover in respect of legal fees for a clinical negligence action. Precise terms depend on the wording of the policy itself.
- **Conditional Fee Agreement (CFA)** – more colloquially known as ‘no win-no fee’ is an agreement between the lawyers in the case and the client to work on the basis that if you win your case they will be paid more than their standard costs but if you

lose your case they will not be paid at all from the date of the agreement. Burnetts are willing to offer such agreements for clinical work but, generally, only after a preliminary investigation into the circumstances of the case has been undertaken to enable us to assess the legal merits of the case and your chances of success. This initial investigation usually has to be funded on a private basis by you. It may become necessary for you to have the benefit of insurance cover in respect of the opponent’s costs and your own disbursements if you lose the case. Such cover is available and is usually arranged to come into effect at the time the CFA is signed. We will sort this out for you at the appropriate stage in the case.

- **‘After the event’ insurance** – This type of insurance can be taken out to cover the costs of legal action after the incident giving rise to the litigation. Cover can be limited to the opponent’s costs in the event of failure but can include the client’s own costs and disbursements. Premiums depend on the amount of cover required and the insurers’ assessment of your chances of success.

If your claim is successful then the Defendants will be ordered to pay your legal costs in accordance with the court rules. In all litigation matters there may be a shortfall between a successful litigant’s total legal bill and the amount of costs payable by the losing party. If there is a shortfall this will have to be met by you. If there is any shortfall, and often all of the costs are recovered, the amount is likely to be modest.

The above is a summary of the funding options open to you and some of the costs implications of clinical litigation. If you seek advice from us we will discuss these matters with you in much more detail.



Monday - Friday 9.00 a.m. - 5.30 p.m. Saturday 9.00 a.m. - 12 noon

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Funding

