

## Terms and Conditions



### Our Services Explained

Winn Solicitors provide a one-stop-shop service for innocent victims of road traffic accidents and other accidents, who need help to recover compensation and/or other services. In particular, Winns provide a no win no fee legal agreement for the recovery of personal injury compensation. They provide access to treatments, replacement like-for-like vehicles, repairs and recovery, and storage facilities for those innocent victims. Costs are pursued against the driver who was at fault for the accident (usually his insurer).

In these terms and conditions, the following terminology applies: "Client" "You" and "Your" refers to the person accessing this website or a potential customer of Winns.. "Winns", "Ourselves" "We" and "Us" refers to Winn Solicitors Ltd. "Party", "Parties" or "Us" refers to both the Client and Winn Solicitors Ltd., or either the Client or Winn Solicitors Ltd. "Third Party" refers to the driver of the other vehicle involved in the road traffic accident or his insurer or the person against whom the claim is made.

Winn Solicitors are solicitors regulated by the Solicitors Regulatory Authority, complying with strict codes of conduct.



### No Win, No Fee, No Upfront Costs

Winn Solicitors promise to offer non-fault accident claims clients a "No win, no fee\*" service. This promise refers to the following:

- If You lose Your case We charge You no costs.
- If You win Your case You keep all damages minus the 25% (including VAT) deduction from Your personal injury award and any sum for the loss of value to your car, known as diminution.
- Unlike other personal injury solicitors, there is no deduction from any other award, such as deductions to loss of earnings compensation.
- We can provide access to insurance which covers the risk of you losing the case.
- Whilst We must now take a deduction from damages (following the Government reforms – see above), Our no win no fee agreement remains better value than the majority of other solicitors.



### Circumstances Under Which These Benefits Are Not Available

Exceptions to our no win, no fee policy include:

- Our no win no fee agreement ends before your claim is concluded
- Your claim is found to be dishonest
- Your claim is struck out by the court as an abuse of process or because you are found guilty of misconduct
- You failed to co-operate through the course of the claim
- You are responsible for abuse or misconduct in your dealings with Us

\*"No win no fee" is a term used to describe the agreement between Us and You, the person making the claim. Under this no win, no fee agreement You will not be charged if Your claim for personal injury compensation is not successful. If You do win Your case you will receive maximum compensation for Your personal injury claim, subject to us taking a deduction of up to 25% (including VAT) from Your damages award. This is due to Government reforms which came into effect on 1st April 2013 to reduce the legal fees recoverable from the Third Party. It is now a legal requirement for the "success fee" to be taken from the compensation for successful cases and not via claims made on the Third Party's insurance. All solicitors are entitled to deduct up to 25% of Your compensation award. Although we can

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still guarantee “no fee” if the claim is unsuccessful, there is now a charge for successful claims taken from Your compensation award.



### Other Funding

We cannot guarantee that the event insurance cover provided is the cheapest on the market as we are not insurance brokers. We may, however, make enquiries on Your behalf if requested or if You supply us with copies of existing cover purchased by you. If we assess it as suitable and appropriate for this type of claim, then We will not claim our success fee and You will keep all Your compensation. If we don't receive the policy We shall claim our success fee and progress Your claim on the 25% deduction basis.



### Award Winning Services

Our culture of hard work and innovation has helped us to become one of the UK's top road accident claims specialists.

Winn Solicitors is authorised and regulated by the Solicitors Regulation Authority (SRA). As leading road accident claims solicitors, we are also members of the Motor Accident Solicitors Society, Association of Personal Injury Lawyers and Personal Injury Panel.



### No Excess to Pay

If You have had a road traffic accident that was not Your fault, We will work directly with the Third Party's insurers so that, in most cases, You do not have to pay Your excess.

### **IMPORTANT NOTE: Motor Insurers' Bureau ('MIB') and payment of excess:**

All insurers are obliged to be members of the MIB and contribute to its funding by virtue of the Road Traffic Act 1988. The MIB was established to compensate the victims of negligent uninsured and untraced motorists and is an 'insurer' of last resort. Where You have submitted a claim to the MIB for compensation for damage to Your vehicle and either of the following criteria apply

- a. The offending vehicle is identified; or
- b. The offending vehicle is not identified

Then if the MIB decides to make a payment to You for damage to Your vehicle:

- a. In the event the offending vehicle is identified the MIB will NOT apply any excess
- b. In the event the offending vehicle is NOT identified (and it has made a payment in respect of significant personal injury - meaning that You or another party involved in the accident is a hospital in-patient for 4 or more nights within 30 days of an accident). The MIB will consider compensation for vehicle damage, subject to a £300 excess.



### Medical Treatment

Our directors have an interest in On Medical Limited, which provides medical and associated services. This enables Us to provide You with access to an independent medical assessment and physiotherapy treatment. These medical services are subject to On Medical's own agreements and supporting terms and conditions. All other forms of medical treatment should be provided by Your General Practitioner, (if deemed necessary).

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Whilst physiotherapy is offered as a matter of course, certain other pain management treatments are available at our absolute discretion. This is because the costs of some treatments - for example chiropractic treatment - can be difficult to recover from the Third Party's insurer. Our decision as to whether this shall be made available will depend on careful consideration of the following factors (list is illustrative not exhaustive):

- Likely cost
- Speed of recovery
- Ability to secure agreement to reasonable terms with the provider
- Need for prior authorisation from the other side's insurer



### (A) Repairs and (B) Replacement Vehicle

Our directors have an interest in On Hire Limited, which provides credit hire, credit repair, credit recovery and storage and associated services. These services are each subject to On Hire's own agreements and supporting terms and conditions. To access these services You must have a reasonable need and must mitigate (i.e. keep within reasonable bounds) Your loss e.g. if You take a hire car You will need to inform On Hire if You go away on holiday and do not need the vehicle for a period of time.

#### (A) Repairs:

If Your vehicle is damaged in a collision with another vehicle and You are not found to have contributed to the collision, You are entitled to have Your vehicle repaired and to claim the expense from the Third Party or his insurer. Under these circumstances You are then liable to repay the credit repair costs and associated expenses to Us.

You must repay all of the repair costs and associated expenses to Us immediately and in one single payment upon our request if:

- You breach the Credit Repair Agreement in any way.
- It becomes apparent to Us that You have at any time misled Us as to how the collision happened or in any other important way.
- You instruct a solicitor to act for You in connection with the collision that has not been agreed to by Us (even if not in relation to repair costs).
- You tell Us that You do not wish Us to continue to handle Your claim.
- You become insolvent.
- You become unable to give instructions regarding the conduct of the claim on a permanent or semi-permanent basis.
- We advise You that in our opinion You are unlikely to recover all or part of the repair costs and associated expenses from the Third Party.

#### **IMPORTANT NOTE: Motor Insurers' Bureau (MIB) and the Uninsured Third Party:**

Where You have submitted a compensation claim to the MIB for damage to Your vehicle and the Third Party is not insured we will authorise repair to Your vehicle in the following exceptional circumstances:

- If the Police attend when the Third Party is present and full details are obtained
- If a registration number of the offending vehicle is available; and
- A witness to the accident is available and able to verify the details

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We will not authorise repairs where there is no Third Party vehicle registration number available (i.e. an unidentified vehicle).

### **IMPORTANT NOTE: Motor Insurers' Bureau (MIB) and the Untraced Third Party**

We will not authorise repairs in circumstances where You have submitted a compensation claim to the MIB for damage to Your vehicle and either of the following criteria apply:

- a. The offending vehicle is identified; or
- b. The offending vehicle is not identified

\*property damage includes all claims arising from property damage – i.e. hire

### **(B) Replacement Vehicle**

If Your vehicle is damaged in an accident with another vehicle and You or the driver of Your vehicle are not found to have caused or contributed to the accident, You are entitled to a replacement vehicle, similar in type to Your own, to be delivered to You whilst Your own vehicle is un-roadworthy or being repaired if you have need of one.

You should be able to recover all the hire charges from the Third Party, provided that:

- You or the driver of Your vehicle at the time of the accident were not to blame for causing or contributing to the accident; and
- You need to hire an alternative vehicle,
- You have acted reasonably; and
- You have complied with the terms of the Credit Hire Agreement

You must repay all of the hire charges to Us immediately upon Our request in one single payment if:

- You breach the Credit Hire Agreement in any way;
- It becomes apparent to Us that You have at any time misled Us as to how the accident happened or in any other important way;
- You instruct other solicitors to act for You in connection with the accident (even if not related to the hire costs) unless We agree otherwise;
- You tell Us that You do not wish Us to continue to act for You unless We agree otherwise;
- You are declared bankrupt or become insolvent;
- You become unable to give instructions regarding the conduct of the claim on a permanent or semi-permanent basis;
- We, advise You that in Our opinion You are unlikely to recover all of the hire charges from the Third Party;
- At any time You fail to give Us proper instructions regarding conduct of the claim within 30 days of Our requesting You to do so;
- By taking or permitting the vehicle to be taken out of Great Britain without Our previous written consent (if You seek that consent, You will pay any additional charges required); or We terminate any other agreement between You and Us in accordance with its terms;
- You fail to discharge the VAT due to us when You are VAT registered and entitled to reclaim the VAT;
- You unreasonably refuse to provide disclosure of documents referred to in the Credit Hire Agreement when requested to do so.

Please note that You will be obliged to discharge the VAT due to us if You are VAT registered and entitled

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to reclaim the VAT.

### **IMPORTANT NOTE: Motor Insurers' Bureau (MIB) and the Uninsured Third Party**

Where You have submitted a claim to the MIB for compensation for damage to Your vehicle and the Third Party is not insured we will authorise hire of a replacement vehicle in the following exceptional circumstances:

- If the Police attend when the Third Party is present and full details are obtained
- If a registration number of the offending vehicle is available; and
- A witness to the accident is available and able to verify the details

The above notwithstanding where a Third Party vehicle registration is available, we advise You to submit the property damage claim to Your insurer or take steps to settle the claim independently of Ourselves and then to submit the invoice to Us. Depending on the circumstances we may then seek to recover this sum from the MIB, but because there is no guarantee that we shall be successful we do not automatically submit such claims as a matter of policy.

Please note that if Your own vehicle is not insured, the MIB will reject any property damage claim submitted by Us on Your behalf.

### **IMPORTANT NOTE: Motor Insurers' Bureau (MIB) and the Untraced Third Party**

We will not authorise hire of a replacement vehicle in circumstances where You have submitted a claim to Motor Insurers' Bureau for compensation for damage to Your vehicle and either of the following criteria apply

- a. The offending vehicle is identified; or
- b. The offending vehicle is not identified

\*property damage includes all claims arising from property damage – i.e. hire



### **Notice of Your Right to Cancel**

The following documents can be found at: [winn solicitors.com/terms-and-conditions](https://winn solicitors.com/terms-and-conditions)

- Winn Solicitors' services
- Your hire vehicle
- Recovery and storage of your vehicle
- Repairs to your vehicle

### **TRUST PILOT**

To give You confidence in using our services we have teamed up with TrustPilot, which is an independent customer review website that collects and displays reviews from Clients about their experience. This helps Us monitor and maintain trust and Client confidence in our services.

These terms and conditions form part of the Agreement between the Client and Ourselves. In accessing this website and /or accepting Our services You are confirming Your understanding, agreement to and acceptance of Our Disclaimer Notice, Privacy Policy, and Complaints Policy and these Terms and Conditions, subject always to our duty as Your solicitors to act in Your best interests. Your statutory rights are unaffected.