

GUIDE TO CONDITIONAL FEE AGREEMENTS

If you win your claim

- **You will keep at least 75% of your damages;**
- The following deductions will be made from your damages up to a maximum cap of **25% of your damages**:
 - A Success fee – limited to a maximum of 25% of your past losses and damages for your pain and suffering;
 - Any shortfall between our costs and what we are able to recover for our costs from your opponent;
 - A proportion of the ATE insurance premium;
- This maximum cap means that we are likely to recover less than the law allows.
- This provision will apply as long as you comply with the terms and conditions and your responsibilities under the agreement.

If you lose your claim then subject to your compliance with the terms of the CFA and ATE (after the event insurance)

- **You do not have to pay our costs or a success fee;**
- You will not be liable for any disbursements incurred after the date the ATE insurance has been taken out;
- You will be reimbursed for any disbursements you have paid after the date the ATE insurance has been taken out;
- Only in exceptional circumstances will a court order you to pay your opponents' costs but if you have taken out *after the event* insurance and assuming you have complied with the terms of the CFA and ATE you will not need to pay these.

In what circumstances might you have to pay any money?

- If your opponent makes an offer to settle your claim which you do not accept on our advice and your claim goes to Trial where you recover damages that are less than that offer you may be ordered to pay some or all of your opponent's costs. Outside of exceptional circumstances these costs will be limited to the amount of damages you receive. If you have *after the event* insurance you will not have to pay this subject to your compliance with the terms of your insurance;
- **Please note that in a personal injury claim any inaccuracy or exaggeration by you or on your behalf in relation to any part of the claim or if you are found to have been fundamentally dishonest can lead to the whole claim being thrown out with you being ordered to pay the other side's costs. This could happen if you have already won your claim. You could then be responsible for our costs as well as the other side's costs. Such conduct may also invalidate any insurance policy.**

ATE (after the event insurance)

- We recommend that you take out an ATE policy with Allianz;
- This will cover the cost of your disbursements and interest on any disbursement funding package and any liability for your opponents' costs and expenses;
- The premium for the insurance policy is deferred and self-insured and so you **will not** need to pay it if the case is lost. If your claim is successful then you will have to pay a proportion of the premium from your damages;
- How much you pay towards the ATE premium is dependent on the settlement value of your case but, in any event, your total liability towards the cost of this policy, shortfall and the success fee will **not be more than 25%** of your damages.

Please note that this document is a guide and will not form part of any agreement you may have with Enable Law at any time during the conduct of your case.