Litigation & Dispute Management

Contents

Litigation & Dispute Resolution

It is very important that you fully understand how your matter may be funded. This document should be read in conjunction with our terms of business. Various options may be available to you to fund your case. Even if we have already discussed funding with you, please read the below and carefully consider the potential options to ensure you understand them. This factsheet is intended to be an overview of the various funding options that may be available to you. It is very important that you contact us immediately should you wish to discuss or clarify anything contained in this document.

1. Privately Paying Clients

1.1. As a privately paying client, it is important that you understand that you will ultimately be responsible for paying our bill which includes our own fees, any disbursements such as expert fees, Court fees and Barrister's fees. If you instruct us on behalf of a limited company, and also in an individual capacity in connection with the same matter, both the limited company and you as an individual will be jointly responsible for our fees.

1.2. We will normally send you a monthly invoice for the work that has been conducted. Our normal terms for payment are seven days.

1.3. We will normally require from you monies on account for work to be done and for any disbursements that are to be incurred.

1.4. If you are successful, you may be able to recover your costs, or a proportion of them, from your opponent. The likelihood is that you will not recover all of your costs from your opponent even if they agree to pay cost. The difference between your own fees and those that you are able to recover from the opposing party is called the shortfall. You will always be responsible for the shortfall.

1.5. If you are unsuccessful, or your case is discontinued, you will usually have to pay.

- the costs of the other party;
- any other costs such as Court fees, Barrister's fees and any expert fees incurred by the other party ('disbursements'); and
- your own (our) costs and disbursements.

1.6. Where you are the principal of a business or Director or Officer of a Limited Company providing us with instructions in this matter, by requesting us to continue acting, you thereby guarantee to be personally responsible for and to pay us our costs, to the extent that they are not met in full by your company. If you are successful in your claim and your claim settles on or after 1st October 2023, Fixed Recoverable Costs will apply, and you will only be able to recover the costs as set out in the attached table. These costs will be dependent upon the complexity of your claim and the stage reached.

1.7. We will advise you whether the likely outcome of your case would justify the likely charges and expenses involved from time to time, as necessary. We will provide you with costs updates and estimates of future costs on a regular basis. We will endeavour to do this every 3 month.

1.8. It is sometimes the case that our initial cost estimates change. This can be because of the actions of your opponent or unexpected changes to your case or your opponent's case. We will inform you should our estimate of costs change Should you wish to discuss any aspects of your costs you should contact us immediately.

2. Recoverability of Costs and fixed Recoverable Costs

2.1. **For claims issued with the Court or settled on or before 30th September 2023**

2.1.1. Even if you are successful, the other party might not be ordered to pay all of your charges and expenses, or they may not be recovered in full. If this happens, you will be responsible for paying any shortfall between the sums recovered and the sums we have incurred acting on your behalf. In some circumstances, you may not get back any of your costs and disbursements, even if you win the case. Even a large company may go out of business before any monies awarded to you are recovered. The Court may be required to assess your costs and may make a reduction on the costs to be paid by the opponent. In litigated matters this reduction is on average between 20% to 30% of the costs you have incurred in pursuing your claim, this reduction will be case specific. You will always remain liable for our costs.

2.1.2. If you are **unsuccessful** in your claim and your claim settles on or before 30th September 2023, your opponent's legal costs will be dealt with under the current regime.

2.2. **For claims that have not been issued with the Court before 1st October or which settled on or after 1st October 2023**

2.2.1. If you are **successful** in your claim and your claim settles on or after 1st October 2023, Fixed Recoverable Costs will apply, and you will only be able to recover the costs as set out in the attached table. These costs will be dependent upon the complexity of your claim and the stage reached. Please see the tables at the end of this fact sheet

2.2.2. If you are **unsuccessful** in your claim and your claim settles on or before 30th September 2023, your opponent's legal costs will be dealt with under the current regime.

2.2.3. If you are **unsuccessful** in your claim and your claim was not issued before 1st October 2023 and settles on or after this date, Fixed Recoverable Costs will apply to your opponent's costs. These costs will be dependent upon the complexity of your claim and the stage reached.

2.2.4. If you are unsuccessful, regardless of whether the matter settles before or after 1st October 2023, you are responsible for our costs and disbursements in full.

3. Funding by Before the Event Insurance (BTE) or Legal Expenses Insurance (LEI)

3.1. It is common for Legal Expenses Insurance to be included in Motor Insurance and Home Contents Policies, and policies attached to some debit and credit cards. It is often referred to as BTE insurance or LEI insurance. It may be offered as an additional extra when taking out an insurance policy. This is not an inclusive list and careful consideration should be given to any other products you may have that may have a policy attached. These are policies that may cover some or all our fees and disbursements.

3.2. Insurers are unlikely to pay for work already done. There is normally a prescribed limit on the cover and that will depend on your insurer.

3.3. <u>You should check whether you benefit from any such policies and a claim under any policy should be made as soon as possible as most policies have strict time limits for claims to be made.</u>

3.4. If your policy does cover part of our fees and disbursements, then you will be liable as set out above for any balance not covered by the policy. Such additional fees may include any fees associated with providing update reports to your insurer and any fees liaising with your insurer regarding the terms and conditions upon which they are prepared to offer insurance cover.

3.5. <u>You should check all your policies of insurance and if you have any legal expense insurance in force already, then you should let us know. Immediately If you have any doubts, you should send photocopies of your household or motor insurance policies, or any policies attached to debit or credit cards you may have, for us to ascertain the extent of legal expense cover you may already have. You may also wish to contact your card or insurance provider to ascertain whether you are covered.</u>

3.6. If you have insurance, we may ask your insurer to nominate us to act for you, subject to your instruction for us to do so. Legal Costs insurance cover will typically run from the date of acceptance stated by insurers. <u>You will remain primarily responsible to us for the costs before and after this date.</u>

3.7. You should pay particular attention to any policy limits. You should also be aware that BTE providers will want to be regularly updated as to the progress of your case and may in certain circumstances withdraw cover if they take the view you have acted unreasonably in any way including but not limited to failing to give instructions or unreasonably rejecting an offer from your opponent.

3.8. The same rules apply to BTE funded case in respect of recoverability of costs as privately funded cases (see above).

4. Conditional Fee Agreements (CFA)

4.1. These are often referred to as 'No Win No Fee' Agreements. We do not usually offer this type of funding, though it is perfectly possible that other legal practices do. If you are seeking to fund this matter with the benefit of a CFA then we suggest you make enquiries of other legal practices.

5. Partial Conditional Fee Agreements (Partial CFA)

5.1. For certain types of cases, we will consider accepting instructions from you on a Partial CFA.

5.2. A Partial CFA is where you pay us a percentage of our fees throughout the life of the case and, if you win, the balance becomes payable and there is usually a reduced success fee on these types of matter.

5.3. Our decision to act on such a basis is ours and ours alone. Such a decision is based on numerous factors including the strength of your case, the complexity and type of case and whether we think it is the best way for you and ourselves to work together.

5.4. If we are not prepared to enter into a Partial CFA, then there may well be other firms that will enter a full CFA or a partial CFA.

5.5. If you lose your case whilst instructing us under a Partial CFA

5.5.1. You should be aware that if you are unsuccessful (you "lose") or if proceedings are discontinued on our advice once started at Court (unless otherwise agreed) whilst you will not have to pay the balance of our fees you will usually have to pay:

- our costs
- the costs and disbursements of the other party; and
- your own disbursements to include expert fees, barrister's fees and any other expense incurred on your behalf.

5.5.2. We can discuss with you After the Event 'ATE' insurance cover for some or all these costs as referred to above. This is an insurance policy that covers your opponent's costs and disbursements should you lose your case. The cost of the policy is not recoverable from your opponent should you win your case. it should also be noted that ATE insurers will be require regular updates and can in certain circumstances withdraw cover if you fail to give proper instructions or fail to accept a reasonable offer to settle your case (see below)

5.5.3. If you discontinue proceedings against our advice or you fail to provide us with instructions or act in a manner that breaches the terms of the Partial CFA, then you will be liable to pay:

- our costs
- the costs and disbursements of the other party; and
- your own disbursements to include medical expert fees, barrister's fees and any other expense incurred on your behalf.

5.6. If you win your case whilst instructing us under a Partial CFA

5.6.1. The losing party usually pays our fees however this will be subject to recoverability as set out above. Please note that even if you are successful, the other party might not be ordered to pay all your costs and disbursements, or they may not be recovered in full. If this happens, you will have to pay any shortfall in our charges and expenses or any balance.

5.6.2. We are also entitled to a success fee under a Partial CFA which consists of an uplift to our basic charges this success fee is usually considerably less than a success fee charged on a full CFA. The success fee is not recoverable from the losing party, and you will be responsible for payment of our success fee.

6. General

6.1. Even though your case will be dealt with on a Partial CFA you will still receive regular costs updates and estimates. These are for your information and unless stated otherwise, are not requests for payments.

6.2. Recoverability of costs is set out above and applies in the same way whether this matter is dealt with either on a fully privately paid basis, and insurance funded basis (BTE) or a Partial CFA

7. After the Event Insurance

7.1. In litigation if you lose the case or fail to beat a formal offer then you may be ordered to pay your opponent's costs from the beginning or from the date any offer expired.

7.2. After the Event insurance can be purchased to cover your opponent's costs if you are required to pay these costs and, in some circumstances, your own disbursements.

7.3. The After the Event insurance premium cannot be recovered from your opponent even if you are successful with the claim so you would have to cover the costs of this. However, it may be possible to defer the premium until the end of the case.

7.4. In some circumstances the premium may be self-insured, and only payable if you win.

7.5. If you purchase an ATE policy, then we are obliged to share information with the ATE insurer. You should note that there are circumstances where such insurers may withdraw cover if, for example, your prospects of success decline or you fail to accept a suitable offer of settlement.

7.6. We advise that you seriously consider whether this insurance would be suitable for you and protect your position. We are not insurance brokers and are not regulated to provide financial advice, but please discuss your circumstances with us. We can advise you on when best to take out such a policy and we are able to assist you with any application. This should be kept under review.

8. Damage Based Agreements (DBA's)

8.1. A DBA is an alternative to a CFA in commercial litigation. A summary of such agreements is: our bill to you is agreed as a percentage of any sums you receive in damages, regardless of the extent to which costs are recovered from the opposing party; and you only pay us if you win. The full rules are set out in the Damages-Based Agreement Regulations 2013.

8.2. In some cases, a DBA may offer you the best costs solution. However, this practice will not enter into such agreements at present. If you feel that a DBA may be the best option for you, you are advised to take independent legal advice. If your case is referred to us from another company or practice, you must inform us at the outset if you have already entered into a DBA.

9. Legal Aid (Public Funding)

9.1. This is not normally available for litigation save potentially for some medical negligence cases subject to means assessment. It is not a facility offered by this practice. If you consider you may be eligible for Legal Aid, you should take independent legal advice.

10. Trade Union Funding/ Employee's Legal Costs Insurance Cover/ Before the Event Insurance BTE

10.1. If you are a member of a trade union, you may be entitled to free legal advice. Some employers provide legal costs insurance cover for employees. You should check if this is the case and let us know; we will then ask your insurer to nominate us to act for you.

10.2. If you believe your trade union may be willing to cover your legal expenses, please see section 2 above for how such funding may work and your responsibilities to us in relation to payment of our fees.

11. Costs – Court Assessment

11.1. If Court proceedings are issued the Court will usually become involved in the costs of the parties. Where a party involved in litigation is represented by a solicitor, the parties will be expected to furnish the Court with costs budgets and to comment on costs budgets provided by the other parties. The budgets prepared by us set out the amount of costs we believe will be expended on the matter. The Court will review these budgets and decide what is reasonable considering the case, the value, and the issues in dispute.

11.2. The budgets will either be fixed or amended by the Court, and these will form the basis of the costs between the parties at the conclusion of the matter.

11.3. The budgeted costs between the parties are what each party can recover from each other. It usually only forms part of the costs between you and us. The difference between what you can recover from your opponent and the costs between you and us is known as the shortfall which is payable by you.

11.4. The Court has a wide discretion over the costs orders that it makes. The general rule is that the "costs follow the event," meaning that the unsuccessful party pays the costs of the successful party. However, the Court will also consider other factors, including the conduct of the parties and any formal offers to settle the case.

11.5. The actual amount of costs to be paid may be subject to an assessment process carried out by the Court, if not agreed between the parties. The standard basis of assessment is to allow costs to be recovered that were reasonably incurred, or reasonable and proportionate in amount to the matters in issue. Costs which are disproportionate in amount may be disallowed or reduced even if they were reasonably or necessarily incurred.

11.6. The Court will also consider the parties' costs budgets for each stage of the claim. These budgets are filed with the Court and considered as part of the Court's case management functions, usually at the first substantive Court hearing known as a Case Management Conference. In most proceedings, each party is required to submit a costs budget, and to revise it as appropriate as the case progresses. The Court may, at any time, make a costs management order (CMO), in which it will record the extent to which the budgets are agreed between the parties, or record the Court's approval of a budget. If a successful party's costs exceed the amount specified in a CMO (or, if there is no CMO, and the costs exceed the budget by more than 20%), the excess may not be recoverable from the paying party.

12. General

12.1. The estimated costs of the litigation can be one of the most significant factors to consider when deciding whether to pursue or defend a case. We will have already discussed the potential costs of your dispute with you, but it is essential to keep this under review as the case progresses, including carrying out regular costs benefit analyses and whether the likely costs justify the outcome sought.

12.2. It can be difficult to estimate the costs of Litigation at the start of the process. We will provide you with regular costs updates and revise estimates as and when the need arises.

12.3. Finally, the Court can address any issues that arise between us on the amount of our costs should you be dissatisfied with the same. This is done through the process of detailed assessment. Should you wish to address any issue as to costs, please contact us in the first instance. Alternatively, you can find further information on the reverse of our invoices.

Appendix 1

Following a long consultation period, the Ministry of Justice has announced that from 1st October 2023, Fixed Recoverable Costs (FRC) will be extended to claims valued at up to £100,000.

1. Fixed Recoverable Costs

1.1. What are Fixed Recoverable Costs?

Fixed Recoverable Costs (FRC) are the set amount of legal costs that a successful party can recover from their opponent. In cases to which FRC apply, the successful party is only able to recover the applicable costs (which are set out in the attached table) unless the Court makes an order otherwise. As a result, in most cases where FRC apply, the successful party may face a shortfall in the amount of costs that they can recover from their opponent compared to the actual costs that have been incurred by their legal representative. In some cases, this shortfall will be significant.

The FRC regime currently applies to personal injury cases (road traffic accident (RTA) cases, employers' liability (EL) cases and public liability (PL) cases) up to £25,000 in value. The FRC is being extended to cover most civil cases with a value of up to £100,000 subject to a number of exclusions.

There is a Fast Track for applicable claims with a value of up to £25,000 and a new Intermediary Track for applicable cases with a value of up to £100,000.

1.2. When will the extension of Fixed Recoverable Costs apply from?

The new rules will apply to all relevant cases where proceedings have not been issued with the Court before 1st October 2023. However, for personal injury cases, Fixed Recoverable Costs will apply where the event leading to the claim (the accident or incident) occurs on or after 1st October 2023.

1.3. Will Fixed Recoverable Costs apply to my case?

Please refer to your client care letter which will set out whether we believe Fixed Recoverable Costs will apply in your case. We will also detail which track and complexity band we assess your case will fall into. Further details of the tracks and complexity bands can be found in the attached tables.

1.4. How will Fixed Recoverable Costs affect me?

Please see below for further information on how Fixed Recoverable Costs will affect you depending on the funding method.

1.5. What if the costs recovered under the Fixed Recoverable Costs regime exceed the amount paid by me?

In cases where the fixed recoverable costs exceed the total amount you have paid towards legal fees and related expenses, we are entitled to retain the difference.

2. Examples of Fixed Recoverable Costs

Fast Track

- A claim for £8,000 is allocated to the Fast Track with a Complexity Level of Band 1. The matter settles before it reaches Court. The maximum recoverable costs are £3090.00 inclusive of VAT.
- A claim for £15,550.00 is allocated to the Fast Track with a Complexity Level of Band 4. The matter is issued with the Court but settles before the final hearing is listed. The maximum recoverable costs are £15,144.00 inclusive of VAT.
- A claim for £21,250.00 is allocated to the Fast Track with a Complexity Level of Band 3. The matter is issued with the Court and settles at trial. The maximum recoverable costs are £16,170.00 inclusive of VAT.

Intermediate Track

- A claim for £32,500.00 is allocated to the Intermediate Track with a Complexity Level of Band 2. The matter is issued with the Court but settles before the Defence is submitted. The maximum recoverable costs are £8,340.00 inclusive of VAT.
- A claim for £89,000.00 is allocated to the Intermediate Track with a Complexity Level of Band 3. The matter is issued with the Court but settles after service of statements and reports. A conference with a Barrister has also taken place. The maximum recoverable costs are £34,248.00 inclusive of VAT.
- A claim for £29,000.00 is allocated to the Intermediate Track with a Complexity Level of Band 4. The matter is issued with the Court and settles at trial. The advice of a Barrister has been obtained and you are represented at Court by a Barrister and your Solicitor is also in attendance. The maximum recoverable costs are £71,616.00 inclusive of VAT.

This factsheet is intended to be an overview of the various funding options that may be available to you. It is very important that you contact us immediately should you wish to discuss or clarify anything contained in this document.

Fixed Recoverable Costs Fees Tables

3. Fast Track

	Complexity band			
	Band 1	Band 2	Band 3	Band 4
A. If Parties reach a settlement prior to the claimant issuing proceedings under Part 7				
(1) Where damages are not more than £5,000	£ Nil	The greater of £660 or £120 plus an amount equivalent to 20% of the damages	£1,100 plus an amount equivalent to 17.5% of the damages	In each case— £2,600 plus an amount equivalent to 15% of the damages plus £510 per extra defendant
(2) Where damages are more than £5,000, but not more than £10,00	£ Nil	£1,300 plus an amount equivalent to 15% of damages over £5,000	£2,200 plus an amount equivalent to 12.5% of damages over £5,000	
(3) Where damages are more than £10,000	£580	£2,300 plus an amount equivalent to 10% of damages over £10,000	£3,000 + an amount equivalent to 10% of damages over £10,000	
B. If proceedings are issued under Part 7, but the case settles or is discontinued prior to trial				

	Complexity band			
	Band 1	**Band 2**	**Band 3**	**Band 4**
(1) On or after the date that the court issues the claim, but before the date that the court allocates the claim under Part 26	£2,100	£1,400 plus an amount equivalent to 20% of the damages	£3,200 plus an amount equivalent to 20% of the damages	£3,000 plus an amount equivalent to 40% of the damages plus £760 per extra defendant
(2) On or after the date that the court allocates the claim under Part 26, but before the date that the court lists the claim for trial	£2,500	£2,300 plus an amount equivalent to 20% of the damages	£4,000 plus an amount equivalent to 25% of the damages	£6,400 plus an amount equivalent to 40% of the damages plus £760 per extra defendant
(3) On or after the date that the court lists the claim for trial but before trial	£3,800	£3,200 plus an amount equivalent to 20% of the damages	£5,100 plus an amount equivalent to 30% of the damages	£7,900 plus an amount equivalent to 40% of the damages plus £760 per extra defendant
C. If the claim is disposed of at trial				
	£3,800	£3,200 plus an amount equivalent to 20% of the	£5,100 plus an amount equivalent to 30% of the	£7,900 plus an amount equivalent

	Complexity band			
	Band 1	Band 2	Band 3	Band 4
		damages agreed or awarded	damages agreed or awarded	to 40% of the damages agreed or awarded plus £760 per extra defendant
D. Trial advocacy fees				
(1) Where the value of the claim is not more than £3,000	£580	£580	£580	£1,600
(2) Where the value of the claim is more than £3,000, but not more than £10,000	£820	£820	£820	£1,600
(3) Where the value of the claim is more than £10,000, but not more than £15,000	£1,200	£1,200	£1,200	£2,100
(4) Where the value of the claim is more than £15,000	£2,000	£2,000	£2,000	£2,900

4. Intermediate Track

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
S1 From pre-issue up to and including the date of service of the defence	£1,600 plus an amount equivalent to 3% of the damages	£5,000 plus an amount equivalent to 6% of the damages	£6,400 plus an amount equivalent to 6% of the damages	£9,300 plus an amount equivalent to 8% of the damages
S2 Specialist legal representative providing post-issue advice in writing or in conference or drafting a	£2,000	£2,000	(a) £2,300; or (b) £3,500 if counsel is also instructed to draft a defence to a counterclaim	(a) £2,300; or (b) £3,500 if counsel is also instructed to draft a defence to a counterclaim

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
statement of case				
S3 From the date of service of the defence up to the earlier of the date set for CMC or the order giving directions under CPR 28.2	£4,000 plus an amount equivalent to 10% of the damages	£7,700 plus an amount equivalent to 12% of the damages	£9,100 plus an amount equivalent to 12% of the damages	£13,000 plus an amount equivalent to 14% of the damages
S4 From the end of Stage 3 up to and including the	£4,600 plus an amount equivalent to 12% of the damages	£9,400 plus an amount equivalent to 14% of the damages	£9,400 plus an amount equivalent to 14% of the damages	£16,000 plus an amount equivalent to 16% of the damages

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
date set by the court for inspection of documents				
S5 From the end of Stage 4 up to and including the later of the dates set by the court for service of witness statements or expert reports	£5,200 plus an amount equivalent to 12% of the damages	£11,000 plus an amount equivalent to 16% of the damages	£12,000 plus an amount equivalent to 16% of the damages	£20,000 plus an amount equivalent to 18% of the damages
S6 From the end of Stage 5 up	£5,900 plus an amount equivalent to 15% of the damages	£15,000 plus an amount equivalent to 16% of the damages	£15,000 plus an amount equivalent to 16% of the damages	£24,000 plus an amount equivalent to 18% of the damages

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
to and including the date set for the pre-trial review or up to 14 days before the trial date, whichever is earlier				
S7 Specialist legal representative advising in writing or in conference following the filing of a defence	£1,400	£1,700	£2,300	£2,900

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
S8 From the end of Stage 6 up to the date of the trial	£6,600 plus an amount equivalent to 15% of the damages obtained, less £580 if that party did not prepare the trial bundle	£17,000 plus an amount equivalent to 20% of the damages obtained, less £870 if that party did not prepare the trial bundle	£19,000 plus an amount equivalent to 20% of the damages obtained, less £1,120 if that party did not prepare the trial bundle	£29,000 plus an amount equivalent to 20% of the damages obtained, less £1,400 if that party did not prepare the trial bundle
S9 Attendance of a legal representative (other than the trial advocate) at trial per day, less an amount equivalent to 50% per day where, on any day, the trial lasts no more	£580	£870	£1,200	£1,400

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
than half a day				
S10 Advocacy fee: day one	£3,200	£3,500	£4,000	£5,800
S11 Advocacy fees for subsequent days, less an amount equivalent to 50% per day where, on any subsequent day, the trial lasts no more than half a day	£1,400	£1,700	£2,000	£2,900

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
S12 Handing down of a reserved judgment and consequential matters, where dealt with separately from the trial	£580	£580	£580	£580
S13 Alternative Dispute Resolution (ADR): additional fee payable once only where a mediation or	£1,200	£1,200	£1,200	£1,200

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
joint settlement meeting takes place				
S14 ADR: additional fee payable once only for specialist legal representative attendance at a mediation or joint settlement meeting covered by S13	£1,400	£1,700	£2,000	£2,300

Complexity band				
Stage (S)	**Complexity band 1**	**Complexity band 2**	**Complexity band 3**	**Complexity band 4**
S15 Approval of settlement for child, unless the settlement is approved at trial	£1,200	£1,400	£1,700	£2,000

Fixed Recoverable Costs Complexity Tables

5. Fast Track (£0,000-£25,000)

Complexity band 1	Complexity band 2	Complexity band 3	Complexity band 4
(a) road traffic accident related, non-personal injury claims; and (b) defended debt claims	(a) road traffic accident related, personal injury claims which are or should have been started under the RTA Protocol and (b) personal injury claims to which the Pre-	a) road traffic accident related, personal injury claims to which the RTA Protocol does not apply (b) employer's liability (accident) and public liability	(a) employer's liability disease claims (other than a claim for noise induced hearing loss) (b) complex possession

Complexity band 1	Complexity band 2	Complexity band 3	Complexity band 4
	action Protocol for Resolution of Package Travel Claims apply	personal injury claims; (c) possession claims (d) housing disrepair claims and (e) other money claims	and housing disrepair claims (c) property and building disputes (d) professional negligence claims and (e) any claim which would normally be allocated to the fast track, but is nonetheless complex

Fixed Recoverable Costs Complexity Tables

6. Intermediate Track (£25,000-£100,000)

Complexity band 1	Complexity band 2	Complexity band 3	Complexity band 4
Any claim where— (a) only one issue is in dispute; and (b) the trial is not expected to last longer than one day, including—(i) personal injury claims where liability or quantum is in dispute; (ii) non-personal injury road traffic claims; and (iii) defended debt claims	Any less complex claim where more than one issue is in dispute, including personal injury accident claims where liability and quantum are in dispute	Any more complex claim where more than one issue is in dispute, but which is unsuitable for assignment to complexity band 2, including noise induced hearing loss and other employer's liability disease claims	Any claim which would normally be allocated to the intermediate track, but which is unsuitable for assignment to complexity bands 1 to 3, including any personal injury claim where there are serious issues of fact or law