Vol ONE // Spring 2011

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the insurance edition

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AROUND THE OFFICES

First of all welcome to our new format newsletter. We hope you find this informative and relative to the work you undertake. Should you have any questions or need further information contact details are at the end of each article.

Equally, if there is anything specific you wish us to include in our next issue then let your regular Forbes contact know and we will do our best to cover the point.

Generally I am pleased to report that Forbes has enjoyed continuing success over the last 12 months. Particularly pleasing was the successful tender, headed by Siobhan Hardy the Managing Partner of the Leeds Office, to undertake work on behalf of Asda. Forbes now acts nationally for Asda in connection with claims against them, sharing the work with a well known national firm of Defendant Lawyers.

This success is on the back of Forbes having acted nationally for the Co-operative Group for the last 10 years. Forbes now acts for two of the top 5 largest retailers in the country. Part of the restructure as a result of the acquisition of the Asda work has been the move of Partner David Pickford to the Leeds office. David adds his wealth of experience to that office.

Outside the traditional claims area Forbes has also been successful in several tenders for Housing Association work. Forbes now acts for over 80 Housing Associations. Recent successful tenders include Fusion 21, Housing Associations Legal Alliance, the Guinness Trust and North Lincolnshire Homes.

On the back of these developments I am pleased to say that we have taken more space at our Manchester office. We have also moved into significantly larger premises within the same building at our Leeds address.

In our longstanding area of strength, Local Authority work, we continue to grow. We now act for nearly 50 Local Authorities including 9 out of the 10 Greater Manchester Authorities.

In the most recent Audit undertaken by Zurich of our Public Sector files in August 2010, we received a mark for case management quality of 99.15%. The Audit Report commented, "Forbes Solicitors provide a consistent and high quality service to Zurich and its customers".

Our instructions on disease cases have increased by 50% over the last 12 months. It has been pleasing to see that recently our expertise in this area has now been fully recognised.

For some time the firm has also acted for Premier League and Football League Clubs in relation to injury claims through Insurers. Over the last 12 months we have acted for Manchester United, Everton, Chelsea and Tottenham Hotspur along with many other Premier League and Football League Clubs.

Forbes can rightly claim to be in the Premier League of legal advisors!

Contact Martin Crabtree on 01254 222414 or email martin.crabtree@forbessolicitors.co.uk

Going that extra mile?

There is no such thing as a typical day for John Spencer, an Investigator in the Insurance Department. He often goes that 'extra mile' for clients and leaves no stone unturned as part of his investigations which the following case demonstrates.

Our client's driver had been at the wheel of an articulated goods vehicle and was intending to turn right on to an A class dual carriageway when he stopped at the cross-over point of the dual carriageway to allow an oncoming vehicle to pass. The rear of the trailer was obstructing one and a half of the two lanes of the other carriageway and whilst he was waiting a car was in collision with the side of his vehicle, and virtually passed completely under the trailer.

The driver of the car sustained very serious injuries and was left with permanent facial disfigurement. He launched civil proceedings against our client whilst the police had reported the wagon driver for dangerous driving.

John started investigations and discovered that a man who stopped to assist after the collision had indicated that he was an off-duty police officer. Extensive investigation by John revealed the identity of the witness, who indicated that the injured driver had been driving at a speed well in excess of the speed limit. He had failed to notice that the witness was displaying his hazard warning lights and was not driving in accordance with the weather conditions.

John visited the accident site and on-site observations in relation to timings and sight lines identified a County Council notice indicating a wish to apply for a traffic regulation order to prevent the type of manoeuvre being undertaken. It was this latter point that suggested a possible defence to a dangerous driving charge on the basis that our client's driver had merely used the available highway for the purpose for which it was intended.

After completing investigations John felt that not only could a charge of dangerous driving be successfully refuted, but even the lesser charge of driving without due care and attention was possible to successfully defend. The more serious charge was then dropped and the Crown Prosecution Service were to proceed against the wagon driver for the lesser charge, but even a conviction for that offence would be seriously prejudicial to the later civil case.

The investigation file recommended that the matter be handled at trial by a barrister in order to put maximum effort into refuting criminal charges to provide the best opportunity to deal with the civil case that would follow. The combined case was then handled by Partners from both the Forbes' Insurance and Crime Departments.

The evidence of the off duty officer was crucial, as he estimated the speed of the car as being between 80 and 90 miles per hour just before the impact, and that the car had failed to respond to his hazard lights or brake until a split second before impact. The officer had not signed the statement that was prepared for him and as a consequence John was prepared to give evidence on oath that the officer had indicated the crucial elements to defend the case.

The defendant's evidence was primarily that of the wagon driver, but it was decided by the barrister that John should also take the witness stand to give evidence in relation to site observations, visibility and other related matters. A careful line had to be taken in terms of questions asked and answers given in the hope that the evidence would not be objected to by the Crown Prosecution barrister on the basis that it was straying into expert territory.

The magistrates dismissed all charges against the wagon driver. In a later discussion with the CPS barrister, she expressed the opinion that the verdict had been the correct one.

In John's view, it was not only the support given to the case by the in-house team at Forbes, but all credit is due to the client who accepted the recommendations and allowed the defence to proceed and conclude so successfully.

So, going that extra mile? You decide.

Contact John Spencer on john.spencer@forbessolicitors.co.uk

Industrial Disease Fraud on the increase

The rise in insurance fraud has been well reported in recent years. Staged road traffic accidents and phantom passenger claims have been the primary focus of fraud investigations largely due to the high yields associated with claims netting the fraudsters significant sums of money. However the Occupational Disease Unit at Forbes has seen an increase in the new and emerging field of fraudulent industrial disease claims.

Historically, industrial disease claims have not been the subject of the fraud microscope for a variety of reasons. Disease claims are often, although not exclusively, presented by more elderly claimants who do not fit the usual "fraudster profile". There is also, perhaps understandably, a sympathy element to such claims where the claimant is elderly and may have contracted a serious and potentially life threatening illness. There is a natural disincentive to make serious allegations of deception with the inevitable potential for adverse publicity should the allegation not be true.

There is no reason why industrial disease claims ought to be the subject of lesser scrutiny than other personal injury claims. Consider a whiplash or other soft tissue injury. There is often no objective physical evidence of injury and the medical evidence is often largely based on subjective responses from the claimant. Often, symptoms in disease cases are similarly difficult to independently validate.

There are several different types of industrial disease claims that the Forbes' Occupational Disease Unit deal with on a regular basis.

Noise induced hearing loss (NIHL)

These claims are notoriously difficult to verify. Audiology evidence is invariably unreliable with practitioners interpreting audiograms differently. It is often stated as fact that the shape of the audiogram is key with "notching" at certain points on the audiogram printout being used to diagnose NIHL. This notch however can occur for several other reasons and although questioning by the medical examiner invariably deals with some of these reasons those well schooled are able to answer them in a manner consistent with NIHL.

Tinnitus

NIHL claims are also often presented in conjunction with claims of tinnitus (ringing/buzzing in the ear). There is no objective test for this and the symptoms are entirely subjective. There can be many causes of this, one of which is exposure to noise. Whilst NIHL and tinnitus need not be presented together, they invariably are. With valuations on such claims ranging from £4,850 to £30,000, the reward for exaggeration is evident.

"Disease claims are often, although not exclusively, presented by more elderly claimants who do not fit the usual "fraudster profile."

Asbestos exposure

Asbestosis is all but impossible to diagnose. Scans can diagnose fibrosis of the lungs, but only in conjunction with admitted high level exposure to asbestos fibres, will a diagnosis of asbestosis be possible. Of course it is not possible to fabricate fibrosis however the evidence of and the extent to which the claimant has been exposed to asbestos fibres is entirely subjective and may make a condition either actionable or not. With damages of up to £70,000, it is clear that substantial damages pivot on subjective evidence which is all but impossible to disprove.

Industrial disease cases often result from alleged exposure going back 30 – 40 years making the evidence gathering process very difficult. Allegations are supported by a statement of truth putting the burden upon the proposed compensator to effectively disprove the claim. Often documents are not retained; record keeping may not have been as comprehensive with paper having been lost, destroyed or damaged and independent evidence from colleagues made impossible due to retirement, death or otherwise losing touch.

Of course all is not lost. Contemporaneous documents can also be obtained elsewhere such as medical and benefit records which often provide a more truthful indication of the extent of the disability and those said to be responsible. The claimant may not have had the "compensation hat" on when applying for benefits and cross referencing those documents with the presented claim may highlight interesting contradictions.

Expert forensic archivists are frequently used to trace historic documents and, similar to the detailed analysis required in the investigation of fraudulent claims, it is the finer points which invariably unlock a case.

Forbes' Occupational Disease Unit has developed an extensive database of information enabling clients to cross refer past and future claims ensuring that key data is retained for future investigations to avoid unnecessary duplication of investigation costs. Even if information unearthed provides no hope of a defence in the case in question, this can and will reduce costs in the future if it is known instantly that claims from a specific business sector or from a certain period cannot be defended.

Finally, the usual arsenal of fraud tools is still not to be forgotten. A recent case handled by Forbes' Occupational Disease Unit dealt with the claim of an 82 year old asbestosis sufferer who claimed more than £84,000 for care and assistance. After thorough enquiries the claim for care was reduced to nil when surveillance demonstrated his sprightliness in doing everything he claimed was now beyond his capability. This claimant was far from the "usual suspect" presenting an exaggerated claim however it serves as a useful reminder of the need to be ever vigilant.

For more information please contact Chris Booth on 01254 222452 or email chris.booth@forbessolicitors.co.uk

"Industrial disease cases often result from alleged exposure going back 30 – 40 years making the evidence gathering process very difficult."

forbes@trial

DEBBIE OWENS *v* COUNTY BOROUGH COUNCIL

The claimant alleged that during course of her employment with the defendant as a Youth Worker she was required to move a broken pool table during a general tidying up exercise in a school hall allegedly sustaining an injury to her back. It was clear from the medical evidence that she had sustained some sort of back injury however it was not accepted by the defendant that the claimant had sustained her injury at work.

The defendant had provided the claimant with no manual handling training during the course of her employment for which it was criticised for by the court. However, it was noted by the judge that he must be satisfied that the claimant incurred her injury in the way that she alleged.

The court dismissed the claim and found there to be particular inconsistencies with both the claimant's written and oral evidence:

- The date and location of the accident on the original letter of claim were wrong.
- The claimant was adamant that following the accident she returned to her office and rested, she denied that she attended a meeting after the accident. The defendants produced an email that was clearly meant for the claimant and placed the claimant at the meeting.
- There were entries in the medical records in favour of the claimant's case stating that she had suffered injury following an exercise at work but they did not mention anything specific about the accident.
- The claimants sickness absence was recorded as 'sickness' and not 'accident' by the defendant as the claimant had not mentioned she had injured her back during her employment. The court queried why she did not make it clear that she had had her accident at work. The defendant adduced evidence that certain procedures would have had to have been followed by the defendant if it was the case that an accident had occurred at work.
- The claimant named two colleagues who she alleged had assisted her with the clear out. She stated that they had loaded the broken pool table into an estate car owned by one of these witnesses. Both witnesses denied ever having helped the claimant and at no time had either of them owned and/or driven an estate car. Furthermore, one of the witnesses produced travel expenses to prove that he was not in the vicinity of the school on the alleged accident date.
- The defendant obtained evidence from two employees of the school who were adamant that they had assisted the claimant and that it was they who had removed the broken pool table from the hall and not the claimant.
- The tidying up exercise must have taken place in half term and not the date the claimant alleged. The court accepted that it made sense that a 'clear up' would have taken place during half term. There could not have been two separate incidents as there was only ever three pool tables at the school, once the broken table was removed there remained two.

The court found there to be too many inconsistencies with her case. In contrast the court praised the defendant's witnesses for the clarity and consistency of their evidence, finding that although the claimant was involved in the tidying up exercise she did not injure herself moving the item of equipment as alleged. Therefore the court dismissed the claimant's claim and awarded the defendant its costs.

REBECCA HUGHES **v** WARRINGTON BOROUGH COUNCIL

The claimant sustained an injury in a PE lesson when she was a school pupil, aged 14. The claimant alleged that the defendant was negligent in the failure to correct her reckless activities when she was performing an unauthorised roll whilst on a trampoline. The claimant's evidence was that she helped get out the trampolines, there was no briefing or demonstrations, effectively it was a free for all in which pupils were free to experiment, copy each other and were egged on to do so and that it was her second attempt at the manoeuvre. It was argued by the claimant that by failing to correct the first attempt, that in itself being outside the lesson plan, and not following instruction would give rise to liability.

The defendant denied that the claimant had attempted a previous forward roll and refuted the allegation that there were serious deficiencies in the lesson. The defendant relied on evidence from two teachers who stated the class was subject to a detailed lesson plan that supported that the lesson was well supervised and planned out. Furthermore, evidence was provided on behalf of the defendant by an ex-pupil whom the claimant alleged had egged her on. The witness refuted any suggestion of encouraging the forward rolls and recollected a structured lesson being given by the teachers.

The court placed great significance on the discrepancy between the witnesses. The claimant herself had directly contradicted her own evidence in her statement that stated the trampolines had been set up prior to the lesson. She did concede in cross-examination that there was a demonstration of mount and dismount, the need not to wear shoes and that only one person could be on a trampoline at a time. She denied instruction in spotting but her own witness contradicted that. The claimant also described the mechanism of the injury as a 'flip' rather than a 'roll' to accord with her witness.

The court found it unsatisfactory that she was unable to produce a consistent mechanism of injury or events stating that the claimant's account was improbable and did not reflect the reality. The claim was dismissed and the claimant ordered to pay the defendant's costs. The Judge commented that she had no criticism of the teaching of the lesson and stated that schools should not be put off from running activities such as trampolining by incidents such as this.

In any activity of this nature there is always a risk that a child will fail to follow an instruction but the claimant was old enough to understand the instruction and appreciate the risks. This decision appears to follow the provisions of the Compensation Act which detailed in Part 1 that courts, when considering the standard of care in a claim, can take into account whether requiring particular steps to be taken to meet the standard of care would prevent a desirable activity from taking place. It was clear that the Judge thought the PE class was a desirable activity.

Hart v The Co-operative Group Ltd

The Co-operative Group, represented by Forbes Solicitors, defeated at trial a substantial employers' liability claim where the claimant was alleging breach of Regulation 4(1). Provision and Use of Work Equipment Regulations.

The claimant was employed by the defendant as a delivery driver. He was in the process of making a delivery to a store, when upon entering the load bed of the lorry, from the tail lift, he slipped injuring his left knee and lower back. A claim for personal injury and several years loss of earnings was brought.

The claimant alleged that a smooth metal sill approximately 3 inches wide across the rear edge of the load bed had caused him to slip and that this sill presented a risk to employees and therefore the load bed was not of a suitable construction in breach of Regulation 4 of the Provision and Use of Work Equipment Regulations. The remainder of the load bed was covered with aluminium chequer plate. The claimant alleged that steps should have been taken to reduce the risk of slipping on the sill, e.g. the application of anti-slip tape.

The claim was defended on the basis that the lorry load bed, as supplied by the manufacturer, was of suitable construction and the cause of the accident was the claimant's failure to follow the correct procedure in how to enter the vehicle from the tail lift. When reporting the accident, the claimant described how he had slipped as he stepped up to the load bed from a partially raised tail lift. The defendant's case was that he had been trained only to enter the load bed when the tail lift was in the fully raised position, and had he followed the correct procedure, the sill would have presented no hazard. During the trial, the claimant's evidence was that he raised the lift half way and then attempted to step up into the rear of the lorry whilst opening the rear roller shutter in one movement. In cross-examination, the claimant conceded that he had been shown the correct method by a trainer which was to raise the tail lift so that it was level with the floor of the lorry before stepping into the lorry. This instruction was also contained in the Drivers handbook which had been provided to him.

The claimant however claimed that his way of entering the lorry was common practice. The Court heard evidence from one of the defendant's trainers who was very clear in evidence that this was not permitted and if he had seen a driver doing it, he would have reprimanded him.

The Judge found that the metal sill and the interior floor of the lorry were all potentially slippery as the lorry was refrigerated. The claimant, along with all other drivers of the Co-operative Group were aware of this. The sill presented no more of a hazard than any other part of the lorry floor, as there was evidence of employees slipping on the chequer plate flooring, and as such the defendant need not apply any other covering and were entitled to rely on the covering installed by the manufacturers.

If the claimant had followed his training and raised the tail lift fully, the need to step on the sill would have been avoided.

The claim was dismissed with the claimant to pay the defendant's costs of the action.

TERRY MOORE V THE CO-OPERATIVE GROUP LTD

The claimant sought damages for credit hire charges incurred as a result of a road traffic accident on 6th April 2008 when the claimant's Land Rover Sport was damaged in the defendant's car wash. The defendant admitted liability for the incident. Forbes acted on behalf of the defendant.

The claimant incurred £11,433.93 for hire of another Land Rover Sport from Accident Exchange while his vehicle was off the road being repaired. Prior to proceedings, the defendant tendered £7,521.41 for hire and repairs to Accident Exchange. It was stated 'this payment is made in full and final settlement on a without prejudice basis. Also this offer is made on a Part 36 basis and you have 21 days to accept.'

Accident Exchange banked the cheque and proceeded to sue for the balance of hire charges of £7352.12. The case was defended on the basis of the pre-action compromise, that spot hire rates should apply and that the period of hire was excessive.

As a preliminary point the judge accepted the defendant's submission that the claim had been compromised as a matter of contract law. Accordingly the claim was dismissed and the defendant awarded the full costs of the proceedings.

GREGORY V THE CO-OPERATIVE GROUP LTD

Forbes successfully defended the Co-operative Group in a claim for personal injury. This claim was brought by a former employee when she tripped/slipped on a piece of hard plastic on the retail premises floor and alleged that the Co-operative was in breach of Regulation 12 (3) of the Workplace Health Safety and Welfare Regulations 1992 in that it had failed to 'keep the floor free from obstruction or any article or substance which may cause a person to slip, trip or fall'. The defendant relied on its 'clean as you go' system.

District Judge Carson at first instance, said that he was satisfied that the defendant established with little difficulty that they had a good and proper system. He then went on to say that the system was not just the subject of some lip service but, was the subject of actual implementation - just because a piece of plastic was on the floor at some point during the morning this in itself, was not evidence of negligence. He said "it does not mean that if there is something which causes a fall, there is automatic recovery". The claimant appealed but His Honour Judge Chambers sitting at Cardiff County Court agreed that the defendant had done everything required at first instance to succeed and dismissed the claimant's Appeal with an order for costs in favour of the defendant.

Trigger Litigation where are we now?

The short answer is that no-one really knows. The Court of Appeal has muddied the waters after what had been hailed, by claimant's representatives and Insurers alike, as a sensible decision from Mr Justice Burton in the High Court at the end of 2008.

In October 2010, the Court of Appeal handed down its judgment in the latest saga of the long running, so called Trigger Litigation, arising out the dispute as to which Insurer should respond to an Employers' Liability (EL) claim against an insured, for compensation arising out of exposure to asbestos dust leading to the claimant contracting mesothelioma. This issue all started with the Public Liablity (PL) case of Bolton MBC v MMI in which Forbes successfully represented Bolton. Since then several insurers have been seeking to rely on that case in EL cases.

In the EL arena the Mr Justice Burton had decided that the insurer on cover when the exposure to the dust and therefore inhalation of the fibres had occurred, should be the correct one, whether the policy wording referred to injury or disease being sustained or contracted. This decision was appealed and heard almost a year ago, and the complex and at times contradictory judgment of the three Justices has now been handed down.

Despite the confusion there do seem to be three basic findings.

1. Policies with "contracted" wording respond on a causation basis, i.e. the date of exposure/inhalation, so the insurer on cover when the negligent exposure occurred must indemnify no matter when the disease manifests itself. All three of the Justices agreed on this point. "Contracted" meant when the chain of events leading ultimately to the disease, was set in motion. Lord Justice Rix said that if a policy contains both "contracted" and "sustained" wording, then "contracted" takes precedence.

2. Policies in place before the coming into force of the Employers Liability (Compulsory Insurance) Act 1969 (ELCIA), i.e. January 1972, with "sustained" wording mean that it is the insurer on cover when the disease was occured, said to be 5 years prior to diagnosability, who responds. So Insureds with this wording will not have cover for any disease now manifesting itself. As it is not now possible to obtain cover for historical exposure this will mean that any defendant with "sustained" wording for pre January 1972 exposure will not have cover and will need to make provision for such claims. This was a 2:1 decision. Lord Justice Burnton agreed with Lord Justice Rix, but for different reasons. The minority decision of Lady Justice Smith was that the High Court decision was correct, i.e. that "sustain" could be interpreted to mean "caused".

3. For policies in place post ELCIA with "sustained" wording, it is the insurer on cover at the date of exposure/inhalation who responds. Lord Justice Rix was encouraged in this decision by the idea, that only by interpreting the policies in this way could the intention of the Act (to provide protection for employees) be upheld. He did add the proviso that the Insurer could have the right to seek an indemnity against the insured, if the requirement to provide cover due to the Act went beyond the cover of the policy, although he was not supported in that view by the other two judges. Again this was a 2:1 decision. Lady Justice Smith agreed with Rix LJ, but only because she considered "sustain" and "cause" to mean the same thing (as in 2 above). Lord Justice Burnton disagreed that the ELCIA required the interpretation of causation to "sustain".

So where does this all leave us?

- It is clear that each policy wording must be looked at individually and be scrutinised for the words used and the timing of it before it can be said whether the policy will respond. Even then, in view of the different reasons each Judge gave for the decision he or she came to, it is not clear cut.
- For Local Authorities with MMI cover, the MMI policy wording is, pre 1974 on a "sustained" basis. It was only post 1974 that it was on a "contracted" basis. So pre 1974 it falls into 2 above as the ELCIA does not apply to Local Authorities. Essentially this means that there will be no cover for Local Authorities in those circumstances, so they will need to make adequate provision for such claims.
- For private business still trading with a pre 1972 "sustained" wording they will have to make adequate provision for any claims.
- There will clearly be a number of claimants who will have no-one to compensate them where for example their employer has ceased trading and there is no correctly worded policy for them to claim against.
- It seems that a majority of the Court of Appeal would have preferred to have been able to uphold the High Court decision that the Insurer on cover at the time of the negligent exposure should respond in all cases (and in fact Lady Justice Smith did reach that conclusion) but, for different reasons, a majority decided that they could not do that in all cases. Lords Justice Rix and Burnton felt constrained by the Court of Appeal's decision in the PL case of Bolton v MMI which had decided that the date of the onset of the disease was the relevant one, as PL policy wording traditionally has an occurrence or happening wording. The injury was found to have happened or occurred at the date of onset of the disease.
- The decision did not address the controversial question of whether there is still a 10 year rule in relation to when mesothelioma starts to develop, as had been historically thought, or whether it is now reduced to 5 years from the date of diagnosis, as accepted by the High Court. This matter was not put in issue in this case, and may need to be heard in due course on another matter to be resolved.
- There remain gaps in cover so it is as important as ever for Insureds to scrutinise their policies for different years and to make provision for potential gaps in cover.
- It is unlikely that any Insurer will change their stance as a result of this decision, in view of the many differences between the three Lords Justice.
- Permission has been granted to appeal to the Supreme Court and cases remain stayed pending appeal.
- It is open to the Supreme Court to overturn Bolton and decide that an injury is in fact caused on inhalation which would solve many of the issues.
- This case has implications for other long tail diseases such as lung cancer or asbestosis.

For further information please contact Siobhan Hardy on 0113 386 2686 or email siobhan.hardy@forbessolicitors.co.uk

Public Sector Appointment for David Pickford

We are pleased to announce that David Pickford, a Partner in the Insurance Department based at the firm's Leeds office, has been elected as Head of the Public Sector Focus Group for the Forum of Insurance Lawyers (FOIL).

FOIL is the national organisation that represents lawyers acting on behalf of insurers and self insured bodies. They are regularly involved in Government legislative consultations affecting the sector and in lobbying for change.

David comments on his appointment, "The forthcoming 12 months will no doubt be challenging times for the Public Sector with the ongoing spending review and Government plans to implement the recommendations of the Young Report. Forbes has a long and established reputation in this market, and I am delighted to have this opportunity to help shape policy and influence change on behalf of our clients and the industry."

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CONSTRUCTION – A DANGEROUS INDUSTRY

According to an HSE statement in October 2010 "the construction industry retains its unwanted record of accounting for more fatal injuries than any other sector."

Clearly working in the construction industry is a dangerous occupation owing to the fact that powerful machinery is in use on site and also owing to the fact that workers are often working at considerable height on scaffolding. The actual amount of blameworthiness may be minimal. In a recent case a worker was fatally injured when scaffolding collapsed due to the fact that a single nut had not been tightened correctly.

At Forbes we have a team of very experienced lawyers who deal with claims arising out of the construction industry. Our clients vary from small businesses to major PLCs. We are well versed in dealing with the plethora of Regulations that govern the construction industry. We also have significant experience of dealing with the contractual documents that govern the relationships between the various contractors involved on construction sites.

The work that arises out of construction sites varies enormously. It may involve a simple tripping accident that occurred during road works involving relatively minor injuries. At the other end of the scale we have claims involving very serious injuries and sometimes fatal injuries particularly when workers have fallen from scaffolding. We also have cases involving massive cable damage where the compensation sought exceeds £500,000.

We are experienced in all aspects of incidents arising out of construction sites. We can advise in a civil claim for damages or in relation to inquest and/or HSE investigations in the more serious cases. In our experience the HSE cases can be particularly problematic in the construction industry. Invariably the cases are of great complexity and in our experience the HSE struggle to prosecute the matters with any expedition. In a case that we dealt with, the accident occurred in May 2004 but the HSE did not commence the criminal prosecution until September 2008. This delay is not untypical of this sort of case in our experience and this sort of delay brings significant pressures to bear on all parties involved who may have a potential criminal conviction hanging over them.

If you feel we can assist you in any cases arising out of accidents on construction sites please feel free to contact the head of our Large Loss Unit, Paul Geldard on 01254 222419 or alternatively by email, paul.geldard@forbessolicitors.co.uk.