

Keoghs Northern Ireland LLP

New Pre-Action Protocol in Northern Ireland County Court

The new Pre-Action Protocol for County Court RTA personal injury and damage only claims in Northern Ireland came into effect on 6th February 2023. This updated protocol is to be welcomed by the insurance industry as the overall purpose is to promote the open exchange of information and documentation prior to litigation. The Protocol applies to claims with a value of up to £30,000 and updates the previous 2013 Protocol.

Key Updates

- The time limits have been amended slightly. A defendant still has 21 days to acknowledge a Plaintiff's Letter of Claim and 3 months to conduct liability investigations in PI claims or 6 months should the defendant reside outside of the jurisdiction. In damage only claims however, the investigation period has been amended to 2 months as opposed to 3 months and 4 months as opposed to 6 months if the defendant resides outside of the jurisdiction.
- The defendant should indicate any allegation of fraud in cases where liability is denied and/or there are causation concerns arising.
- Where a defendant makes an admission of liability they will be bound by this admission unless during the lifespan of the claim it transpires that it may be fraudulent. As it stands, this provision may cause some difficulty for Insurers in the event that new information comes to light at a later date which would indicate that their policyholder ought not to be held at fault.
- In the event that a full admission of liability is made, Plaintiff representatives must provide any medical evidence and/or damage documentation. This is a welcome change as it will allow Insurers an opportunity to make informed pre-proceedings offers.
- Another welcome, and perhaps the most important change to the protocol, relates to the detail that must be included in letters of claim in matters involving credit repair and/or credit hire. The new protocol specifies in great detail the level of information and documentation that should be provided in respect of credit repair and credit hire claims and directs that documentation including invoices, agreements, assessors' reports and photographs must be served along with details of the Plaintiff's impecuniosity status.

- Whilst the protocol provides that the Court will "...treat the standards set out in this protocol as the normal reasonable approach of parties" and will "expect the parties to have complied with this protocol before proceedings are issued", it is certainly disappointing for Insurers to note that cost sanctions for failure to comply have not been introduced on this occasion.

Summary & Comment

The position in respect of costs remains unchanged and there are no costs penalties for failure to comply with the protocol. Whilst this is disappointing for Insurers, the changes in relation to the exchange of information should provide them with an opportunity to make properly informed settlement offers prior to litigation. The Court has made clear that there is an expectation that all parties will comply with the protocol. If there is proper compliance insurers should notice a welcome change to litigation volumes and costs savings in the long term.

A copy of the Protocol can be [found here](#).

If you have any queries in relation to the above or you require any further information please contact:



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