

DATED 2 April 2012 2012 (as amended and restated with effect on and from 1 October 2014 pursuant to a majority vote held on Monday 22nd to Thursday 25th September 2014

2012 MEDICAL REPORTING ORGANISATION AGREEMENT

AMRO
PO Box 10794
Stansted
CM24 8WH

DAC Beachcroft LLP
100 Fetter lane
London
EC4A 1BN

THIS AMENDED AND RESTATED AGREEMENT is made on the 2nd day of April 2012 (as amended and restated with effect on and from 1 October 2014 pursuant to a majority vote held on Monday 22nd to Thursday 25th September 2014)

BETWEEN: -

- (1) THE COMPENSATORS** (as hereinafter defined) and
- (2) THE MEDICAL REPORTING ORGANISATIONS** (as hereinafter defined)

The following definitions apply within this Agreement

Definitions

"Commencement Date" 2 April 2012

"Duration" Subject to the provisions for earlier termination contained in this Agreement, the Agreement will come in to effect on the Commencement Date and continue for each party unless and until terminated by them by giving notice in accordance with clause 12 of this Agreement

"Applicable Claim" Any claim for damages for personal injury alleged to have arisen as a result of a road traffic accident or an employer's or public liability claim where the level of general damages anticipated by the Claimant at the time the Report was commissioned did not exceed £15,000. From 1 October 2014, this Agreement will not apply in soft tissue injury claims (as defined in paragraph 1.1(16A) of the Pre-Action Protocol for Low Value Personal Injury Claims In Road Traffic Accidents), where the fixed fee provisions set out in Parts 45.19 and 45.29I of the Civil Procedure Rules instead apply to the cost of obtaining a medical report or medical records.

"Applicable Invoice" The original invoice or payment request issued on or after 2 April 2012 in the ordinary course of business by the Medical Reporting Organisation to the Claimant or the Claimant's solicitors

"Applicable Report" An expert medical report provided by a General Practitioner, Orthopaedic Surgeon or Accident and Emergency Specialist for use in connection with an Applicable Claim and include the cost of any addendum and the cost of obtaining medical records

"Claimant" An individual making an Applicable Claim

“the Compensators” Those companies or other bodies defending Applicable Claims, (but such definition to include insurers or other funders of such defendants) listed as a signatory to the Agreement in accordance with Appendix 4

“Matrix” shall mean the Matrix appearing in Appendix 3 to this Agreement

the Medical Reporting Organisation” Those companies listed as a signatory to the Agreement in accordance with Appendix 4

“Required Information”

Means:

1. The Compensators' claim reference number
2. The Claimant's name.
3. The Claimant's date of birth
4. The Accident Date
5. The specialism of the expert providing the report

Preamble

- (A) The parties to this Agreement are involved in personal injury claims. The Medical Reporting Organisations are regularly instructed to obtain expert medical evidence on behalf of Claimants in relation to Applicable Claims and the Compensators fund many of the Defendants in these claims. Where a claim is successful, amongst other things, the Compensators become liable to pay the Claimant's costs of pursuing the claim including the costs of obtaining the Applicable Report.
- (B) The parties (or some of them) previously entered into an Agreement dated 2 April 2011. That Agreement expires by effluxion of time on 1 April 2012 and the parties wish to enter into a further Agreement from 2 April 2012 which will subsist for each party until such time as any party gives notice of their intention to terminate in accordance with clause 12 of the Agreement.
- (C) This Agreement relates to payment of Applicable Invoices for Applicable Reports provided in relation to Applicable Claims.

Agreement

The Compensators and the Medical Reporting Organisations, in consideration of the mutual obligations set out in this document agree with each other as follows:-

1. That in relation to any Applicable Report where the Applicable Invoice has not been paid by the Compensator by the date upon which the Compensator became a signatory to this Agreement the recoverable costs in respect of such Applicable Report shall be capped at the rates shown in the Matrix.
2. If the Compensator pays to the Medical Reporting Organisation the sum due in respect of an Applicable Invoice within 90 days following the receipt by the Compensator of the Applicable Invoice or a copy thereof and the Required Information, the sum payable is capped at the sum shown as Rate A in the Matrix
 - 2.1 For the purposes of this clause 2 "Pay" means the receipt by the Medical Reporting Organisation of cleared funds or of a cheque that is duly honoured.
 - 2.2. If the Compensator fails to pay to the Medical Reporting Organisation the sum due in respect of any Applicable Invoice within the 90 day period referred to in clause 2 the sum payable in respect of the Applicable Report shall be capped at the sum shown as Rate B in the Matrix.
3. A Fees Committee will meet annually in order to review the sums shown in the Matrix and any amendments agreed to Rate A or B will be incorporated in to this Agreement by way of an amendment to Appendix 3. Such changes to be effective from the 1 April subsequent to the agreement to make changes.
 - 3.1 Any decision of the Fees Committee is to be ratified by vote of parties to this Agreement, such vote to be taken at least 3 months prior to the date on which the changes would apply.
 - 3.2 The Fees Committee currently comprises a maximum of 4 Compensator and 4 Medical Reporting Organisation representatives (current members listed in Appendix 5) should any of those representatives no longer remain as a party to the Agreement, or would prefer to no longer sit on the Committee, then a vote of either the Compensator or Medical Reporting Organisation parties will be arranged to elect a new Compensator or Medical Reporting Organisation representative respectively to take their place.
 - 3.3 It will be for the Fees Committee to agree their own governance structure and to arrange the vote of parties both to ratify any agreements reached and for the election of new members.
4. For the avoidance of doubt:-
 - 4.1 Nothing in this Agreement shall impose upon the Compensator any liability to pay an Applicable Invoice which the Compensator would not have had if it had not been a party hereto.
 - 4.2 Payment of an Applicable Invoice is not intended to represent any admission of liability by the Compensator.

- 4.3 Rates A and B are exclusive of Value Added Tax and shall be subject to the addition of Value Added Tax at the appropriate rate if and where applicable.
- 4.4 If a Compensator pays an Applicable Invoice in accordance with Clause 2, the Compensator shall not be entitled to any refund or repayment or setoff whatsoever in respect of such invoice, notwithstanding that liability may subsequently be denied or the Applicable Claim fail.
- 4.5 It is agreed that payment by the Compensator within the terms of this agreement extinguishes further liability (in respect of the Applicable Report for which payment has been made) to the Medical Reporting Organisation by the claimant; their solicitor; and / or their insurer; the defendant and / or their insurer / compensator.
5. The Medical Reporting Organisation will not seek to recover more than Rate A or B (as appropriate) in respect of any Applicable Report where payment is due to be made by a Compensator who is a party to this Agreement and the Compensator shall pay such sum as may be charged by the Medical Reporting Organisation not exceeding Rate A or B (as appropriate) for any Applicable Report for which they agree or become liable to make payment.
6. This Agreement shall not prevent any other agreement or arrangement being maintained between any Compensator and any Medical Reporting Organisation which covers some or all of the same subject matter.
7. Where the report obtained is from a Medical Reporting Organisation which is a party to this Agreement the Claimant is not required to nominate in advance nor provide advance details of the expert instructed and the Compensator will accept a report from any expert selected by the Medical Reporting Organisation, save to the extent that the Compensator has previously raised with that Medical Reporting Organisation a reasoned objection to any particular expert and the Medical Reporting Organisation has agreed not to propose such expert in cases involving the Compensator.
8. This Agreement will not apply to or affect cases where the Claimant has served a notice of commencement of detailed assessment of costs pursuant to Part 47 CPR or commenced proceedings for an Order for detailed assessment of costs pursuant to Part 8 CPR prior to the date of this Agreement or the date upon which the Compensator became a party to this Agreement.
9. The Compensators agree with the Medical Reporting Organisations that the cost of obtaining a medical report includes the cost of the expert and the Medical Reporting Organisation where applicable and further agree that they will not raise or continue to pursue any objection to the recoverability of such fees in any proceedings.
10. This Agreement shall be deemed to be made by each Compensator with each Medical Reporting Organisation who are parties hereto from time to time severally and by each Medical Reporting Organisation with each Compensator which is a signatory from time to time severally and is made by each of the

parties for the benefit of themselves and also the Claimant and the Defendant involved in any Applicable Claim and their respective solicitors.

- 11 For the avoidance of doubt: this Agreement shall not confer upon a Compensator any right to production of the original or a copy of any Applicable Report (whether or not the Compensator shall have made any payment in respect thereof) and any privilege attaching to an Applicable Report or other documentation supplied by or belonging to a Claimant and his or her advisers is expressly preserved.
 - 11.1 This Agreement does not override any of the rights and obligations conferred on either the Claimant or the Defendant by the Civil Procedure Rules in respect of obtaining a medical report or reports for the purposes of an Applicable Claim.
 12. This Agreement shall remain in force party until terminated by all parties to the Agreement in accordance with this clause, save to the extent that any part of the Agreement is superseded by rules of court incorporating this or any other agreement on the amount of the recoverable fee under an Applicable Invoice. Any Applicable Invoice and Required Information received by the Compensator prior to the date of termination will be treated in accordance with the terms of this Agreement.
- Except:-
- 12.1 Any Compensator may terminate its participation in this Agreement in relation to one or more of the Medical Reporting Organisations by giving not less than three months written notice to each such Medical Reporting Organisation (such notice to expire at the end of a calendar month) but no such notice shall be served prior to 1st May 2012.
 - 12.2 Any Medical Reporting Organisation may terminate its participation in this Agreement in relation to one or more of the Compensators by giving not less than three months written notice to each such Insurer (such notice to expire at the end of a calendar month) but no such notice shall be served prior to 1st May 2012.
13. The parties hereto agree that any Compensator or Medical Reporting Organisation may become a party by serving notice in compliance with the terms of Appendix 4 and shall become a party on the day following the service of such notice if that party was a party to the previous Agreement dated 2 April 2011, or 14 days after the service of such notice if that party was not a party to the previous Agreement.
 14. If at any time any party to this Agreement shall consider that an amendment to this Agreement shall be required or be desirable (whether by reason of change in the applicable law or for any other reason whatsoever) then provided such party shall obtain the support in writing of not less than 2 other parties to this Agreement for such amendment the amendment shall be put to a vote of all parties to this Agreement and will come into effect if agreed by a majority of both Compensators and of Medical Reporting Organisations who exercise their right to vote on the same. Any such amendment shall take effect (unless otherwise agreed as part of the voting process) 3 months after

the date of the vote and this Agreement shall be deemed varied with effect from that date and all parties shall be bound by the amendment without the need for any further signatures or ratification.

15. If any Compensator or Medical Reporting Organisation wishes for a meeting to be convened for any purpose it shall give notice by email to both DAC Beachcroft LLP and AMRO (at the address set out in Appendix 4 hereto). Any such notice shall set out the matters which the Compensator or Medical Reporting Organisation wishes to be considered at the meeting and shall be supported in writing by not less than 2 other parties.
16. Upon receipt of a notice complying with Clause 15 hereof DAC Beachcroft and AMRO shall arrange a meeting of all parties as soon as reasonably practicable.
17. Any business conducted at such a meeting shall be determined by vote of those present or voting by email and a simple majority shall be sufficient to pass any proposal.

APPENDIX 1

Ageas Insurance
Allianz Insurance plc
AXA Insurance UK plc in relation to commercial lines insurance business only
Aviva Insurance Ltd
Direct Line Group
QBE Insurance
Royal Sun Alliance Insurance plc
Tesco Underwriting
Zurich Insurance

APPENDIX 2

See list of Medical Reporting Organisation's on DAC Beachcroft and AMRO websites

APPENDIX 3

	Rate A Paid within 90 days of receipt of the Applicable Invoice and Required Information	Rate B Paid after 90 days of receipt of the Applicable Invoice and Required Information
General practitioner Report – No notes	£200	£225
Review notes by General Practitioner	£50	£55
Orthopaedic Report – Including review of notes	£425	£465
Accident and Emergency report – Including review of notes	£375	£410
Addendum	Cost + £25	Cost + £30
Cost of obtaining each set of medical records	Cost charged by data provider + £25	Cost charged by data provider + £30

APPENDIX 4

How to become a Party to this Agreement:-

DAC Beachcroft LLP and AMRO will jointly hold a copy of this Agreement at 100 Fetter Lane, London EC4A 1BN and PO Box 10794, Stansted, CM24 8WH respectively while it is in force.

Any Compensator or Medical Reporting Organisation intending to become a party to this Agreement must give notice by email to that effect to DAC Beachcroft LLP at medfee@dacbeachcroft.com or AMRO at mail@amro-uk.co.uk.

In the case of any Compensator or Medical Reporting Organisation which was a party to the Agreement dated 2 April 2011 the notice of intention to become a party to this Agreement shall simply contain a statement of such intention and the Compensator/Medical Reporting Organisation will be deemed to have become a party to this Agreement with effect from the first day after receipt by DAC Beachcroft or AMRO of such notice.

In the case of any Compensator or Medical Reporting Organisation which was not a party to the Agreement of 2 April 2011: any such notice shall contain details of an email address for the Compensator or Medical Reporting Organisation together with the name and email address (if different from the address already provided) for the person or persons having responsibility for the administration and conduct of this agreement within their organisation.

The Compensator and / or Medical Reporting Organisation will be deemed to have become a party to this Agreement on the 14th day after notice has been acknowledged by either DAC Beachcroft LLP or AMRO. Acknowledgment will be sent by email and an email address should be provided to which acknowledgment should be sent. The rules for service in accordance with Part 6 of the Civil Procedure Rules will apply to that acknowledgment.

DAC Beachcroft LLP and AMRO will jointly deal with the administration linked to the scheme and AMRO should advise DAC Beachcroft LLP on medfee@dacbeachcroft.com immediately upon receipt of notice from any new party to the agreement and confirm when acknowledgment was sent. Likewise DAC Beachcroft should advise AMRO at mail@amro-uk.co.uk on the same basis.

A register of those currently involved in the scheme is to be held centrally by DAC Beachcroft LLP and by AMRO.

That register will be published via the websites at www.dacbeachcroft.com and www.amro-uk.co.uk.

If any new member gives notice that they intend to join all current members will be notified by way of group email by DAC Beachcroft LLP. Therefore email contact details must be provided.

APPENDIX 5

Compensator Representatives on the Fees Committee

Aviva Insurance Ltd
QBE Insurance Group Limited
RBS Insurance
Zurich Insurance Group Plc

Medical Reporting Organisation Representatives on the Fees Committee

Mobile Doctors Ltd
Premex Services Ltd
UK Independent Medical Services Limited
Capita Plc

Signed on behalf of each the)
Medical Reporting Organisations)
listed in Appendix 2 by Howard)
Colman solicitor and duly authorised)
agent for the purposes of this Agreement only)

Signed on behalf of each of the)
Compensators listed in Appendix 1 by)
Joanna Folan solicitor and duly authorised)
agent for the purposes of this Agreement only)