

PRACTICE DIRECTION NO.4 OF 2026

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

KING'S BENCH DIVISION

**PRACTICE DIRECTION FOR PERSONAL INJURY AND DAMAGE ONLY
CIVIL LITIGATION ACTIONS**

Application and Scope

This Practice Direction applies to all personal injury and damage only civil litigation actions in the King's Bench Division of the High Court of Justice in Northern Ireland. This Practice Direction revokes and replaces Practice Direction 01/2008 Personal Injury Litigation and the Pre-Action Protocol for Personal Injury Litigation dated 1st April 2008.

This Practice Direction has effect from 13 October 2026.

Signed this 13th day of October 2026

A handwritten signature in black ink, appearing to read 'Siobhan Keegan', written in a cursive style.

**The Right Honourable Dame Siobhan Keegan
Lady Chief Justice**

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KING'S BENCH DIVISION

PRACTICE DIRECTION FOR PERSONAL INJURY AND DAMAGE ONLY CIVIL LITIGATION ACTIONS

1. Introduction and Scope

- 1.1** This Practice Direction revokes and replaces Practice Direction 01/2008 Personal Injury Litigation and the Pre-Action Protocol for Personal Injury Litigation dated 1st April 2008. The Pre-Action procedures of the Practice Direction are set out at paragraphs 4 to 10.
- 1.2** This Practice Direction applies to all cases involving claims in personal injury and damage only civil litigation actions in the King's Bench Division of the High Court.
- 1.3** This Practice Direction does not alter the parties' rights and obligations.
- 1.4** The court will treat the standards set out in this Practice Direction as a statement of best practice in cases involving claims in personal injury and damage only civil litigation. Parties and their insurers are expected to comply with the Practice Direction at both the pre-action and active litigation stages.
- 1.5** In this Practice Direction the word "he" shall include "she" or "they" and "it" or "its."

2. The Objectives of the Practice Direction

- 2.1** At all times during the course of civil litigation and damage only civil litigation in this jurisdiction (which, for the avoidance of doubt, includes the pre-action stage), it is important to bear in mind the overriding objective set out in Order 1 rule 1A of the [Rules of the Court of Judicature \(NI\) 1980](#) (CoJ Rules). In order to enable the court to deal justly with litigation that objective requires the court, so far as practicable, to:
 - (a) ensure the parties are on an equal footing;
 - (b) save expense;
 - (c) deal with the litigation in ways which are proportionate to –
 - (i) the amount of money involved;
 - (ii) the importance of the case;

- (iii) the complexity of the issues;
 - (iv) the financial position of each party;
 - (d) ensure that the litigation is dealt with expeditiously and fairly;
 - (e) allocate to the litigation an appropriate share of court resources, while taking into account the need to allocate resources to other cases;
 - (f) the promotion of the provision of medical or rehabilitation treatment to address the needs of the plaintiff.
- 2.2** Where litigation is appropriate the requirement is that it should be conducted economically, efficiently, and fairly by both parties in accordance with CoJ Rules and a realistic and flexible timetable set by the court.
- 2.3** This Practice Direction aims to achieve best litigation practice in accordance with the ‘overriding objective’ by encouraging:
- (a) early communication and more pre-action contact between the parties;
 - (b) better and earlier exchange of sufficient information so as to encourage early resolution;
 - (c) a better pre-action investigation by all parties;
 - (d) the parties to get to a position where they may be able to resolve cases fairly and early without active litigation;
 - (e) the promotion of an overall “cards on the table” approach to litigation in the interests of keeping the amount invested by the participants in terms of money, time, and stress to a minimum, consistent with the requirement that the issues be resolved in accordance with accepted standards of fairness and justice for both parties;
 - (f) the parties to ensure that litigation is dealt with expeditiously and fairly taking into consideration the court’s resources and taking into account the need by the court to allocate resources to other cases;
 - (g) the parties to be mindful that the courts take the view that litigation should be a last resort and that claims should not be issued prematurely when a settlement is still being actively explored.
- 2.4** All practitioners are reminded that this Practice Direction is intended as a statement of best practice and should be adhered to in all cases.

3. Litigants in Person

- 3.1** If a party to a claim is acting without legal representation, they should still comply with the terms of this Practice Direction.
- 3.2** If a party to a claim becomes aware that another party is a litigant in person, they should send a copy of this Practice Direction to the litigant in person at the earliest opportunity.
- 3.3** This Practice Direction has been drafted with litigants in person in mind and, as far as possible, the use of legal jargon has been avoided. A Glossary of Terms is available on page 30. Through the consultation process views were sought from interested groups, including personal litigants via the Litigant in Person Reference Group.
- 3.4** If a Litigant in Person intends to make an application to the court for the assistance of a McKenzie Friend they should refer to [Practice Note 03/12 \(Revised 7 June 2024\) - McKenzie Friends](#).
- 3.5** Litigants in Person may also find it useful to refer to the [Charter for Effective Participation and Communication between Solicitors and Litigants in Person in Northern Ireland](#).

4. Letters of claim and response

- 4.1** As soon as reasonably practicable after the writing of any preliminary notification letter to the defendant, or their legal or corporate representative of the proposed defendant the plaintiff's solicitors should send to any legal or corporate representative of the proposed defendant a detailed letter of claim as soon as sufficient information is available to substantiate a claim and before issues of quantum are addressed in detail.
- 4.2** The letter of claim should contain the following information:
- (a) the plaintiff's full name and address;
 - (b) the plaintiff's date of birth;
 - (c) the plaintiff's national insurance number;
 - (d) the date, time and place of the accident or incident giving rise to the claim;
 - (e) a clear summary of the facts upon which the claim is based;
 - (f) details of the person or entity said to be responsible and their relationship to the plaintiff;
 - (g) details of any other prospective defendant;

- (h) an indication of the nature of any injuries suffered, including where there is any psychiatric or psychological aspect;
- (i) details of any financial loss incurred, even where such details are necessarily provisional;
- (j) the name and address of any hospital attended by the plaintiff, whether or not treatment was afforded there, together with the plaintiff's hospital reference number when available.

4.3 If the plaintiff is claiming for vehicle damage, the cost of hire of a replacement vehicle and/or storage charges they will provide, if available and if relevant:

- (a) details of heads of claim to be presented;
- (b) the plaintiff's impecuniosity position;
- (c) confirmation of whether the plaintiff is VAT registered;
- (d) details of whether the vehicle is roadworthy, drivable and/or still in storage;
- (e) details of the plaintiff's occupation, if relevant (for example - if the plaintiff uses their vehicle as a taxi or primarily for business);
- (f) vehicle damage and/or the cost of a replacement vehicle;
- (g) vehicle repairs under a 'credit repair' agreement;
- (h) the total loss of their vehicle where the process is being dealt with by an accident management company;
- (i) vehicle damage/total loss which is being dealt with under the terms of their comprehensive policy of insurance.
- (j) the repair invoice;
- (k) any diminution in market value report;
- (l) the recovery agreement and invoice;
- (m) the storage agreement and invoice;
- (n) confirmation of whether the plaintiff has transferred their own comprehensive insurance, and if so, they will provide temporary insurance invoices;
- (o) the hire invoice and hire agreements;
- (p) proof that they held a valid licence for 3 years prior to the accident;

- (q) confirmation of whether they held any penalty points at the time of hire;
- (r) confirm if they will potentially travel outside of Northern Ireland;
- (s) confirmation of whether the vehicle was required for purposes of taxiing, towing, or storing livestock;
- (t) the details of additional drivers, their relationship to the plaintiff, convictions, penalty points and length of time that additional driver has held a licence;
- (u) the reasons for high-risk charges.

4.4 If the plaintiff's vehicle is being repaired under a "credit repair" agreement then the plaintiff will provide the following, if available:

- (a) the date that the plaintiff's engineer was instructed;
- (b) the date that the plaintiff's engineer inspected their vehicle;
- (c) the date that the plaintiff's engineer completed their report;
- (d) the date on which repairs commenced and concluded;
- (e) confirmation of the make, model, engine size, mileage of the plaintiff's vehicle at the date of accident;
- (f) the expiry date of the MOT certificate;
- (g) confirmation of whether the vehicle was roadworthy and driveable at inspection;
- (h) a breakdown of hourly rate, hours spent, parts, paint/materials, specialist costs and VAT;
- (i) the repair invoice;
- (j) the dates on which hire started and ended;
- (k) confirmation of the date the plaintiff collected their vehicle, if different to the date the hire ended;
- (l) confirmation as to whether the Plaintiff is registered for VAT.

4.5 The plaintiff's solicitor should serve photographs on the other parties to show the vehicle, including all areas of damage and, if available, repairs undertaken, which have been provided to the engineer and/or taken by the engineer.

4.6 Where the plaintiff's vehicle is a total loss, and the process is dealt with by an accident management company, the plaintiff will provide, if available, a copy of the engineer's report which will include:

- (a) the date the engineer was notified of the accident;
- (b) the date of inspection and completion of the report;
- (c) the date the pre-accident value figure was agreed by the plaintiff or their representative;
- (d) confirmation of the mileage at the date of accident;
- (e) a breakdown of the estimated hourly rate, hours spent, parts/paint/materials, any specialist costs and VAT;
- (f) the pre-accident value at date of accident, salvage value at the time of accident and the salvage category code;
- (g) details of the salvage figure;
- (h) confirmation as to whether the plaintiff is registered for VAT.

4.7 Along with the engineer's report, the plaintiff's representative will confirm the date the hire started and ended if that information is available.

4.8 If the damage to the plaintiff's vehicle is being dealt with under the terms of their comprehensive insurance policy then the plaintiff, unless there is a compelling reason not to, consents to the defendant's insurers obtaining the above details from the plaintiff's insurers if required.

4.9 If the plaintiff is relying on impecuniosity, they will provide the following information or such other material that would meet the evidential burden, if available:

- (a) three months bank/building society statements;
- (b) three months credit union savings statements or the equivalent;
- (c) the monthly cost of servicing any debts/loans;
- (d) details of outgoings at the time of the accident;
- (e) details of their earnings at the time of the accident, and if the plaintiff's earnings are not paid into a bank account, then 3 months' pay slips will be provided.

4.10 Solicitors are recommended to use a standard format for such a letter. An example is given at Appendix A to this Practice Direction; **this may be amended to suit the particular case.** This should also be accompanied by a request for documents required for disclosure.

- 4.11** The letter of claim should seek the details of any relevant insurer and, if the identity and address of the insurer is known, a copy of the letter of claim should be sent directly to the insurer.
- 4.12** The fundamental purpose to be served by the letter of claim is to provide sufficient information for the defendant's insurer/solicitors to commence investigations, assess liability and at least put a broad valuation on the likely "risk."
- 4.13** The defendant should provide an acknowledgement of the letter of claim and identify any relevant insurer within 21 days.
- 4.14** If the defendant is aware of any significant omissions from the letter of claim they should identify them specifically within the letter of acknowledgement.
- 4.15** In the vast majority of cases, the defendant will have a maximum three months from the date of acknowledgement of the letter of claim to investigate. If a defendant cannot meet this timescale, the defendant shall set out in advance of the expiration of this period, the reasons why the timescale cannot be met, what further investigations are to be carried out, and what further period of time is required to comply.
- 4.16** Where the relevant accident occurred outside Northern Ireland and/or where the defendant is outside the jurisdiction, the time periods above of 21 days and three months will normally be extended up to 42 days and six months respectively.
- 4.17** The response to the letter of claim should include the following:
- (a) Whether liability is admitted or denied, or what aspects of the plaintiff's allegations require further investigation;
 - (b) if liability and/or causation is denied, the defendant should explain with sufficient clarity and precision the reasons for such denial - including an indication of any facts upon which the defendant is likely to rely upon in support of any substantive defence;
 - (c) if contributory negligence is being alleged by the defendant, details should be provided of what is alleged and on what basis.
- 4.18** If the defendant admits liability, the plaintiff should proceed to obtain his medical evidence and send his available medical evidence to the defendant's representative. The plaintiff should send to the defendant as soon as is reasonably practicable, a schedule of any past and future expenses and losses which he claims (including all relevant receipts, invoices, vouchers etc) even if the schedule is necessarily provisional. The schedule should contain as much detail as is reasonably practicable and should identify those losses that are ongoing. If the schedule is likely to be updated before the case is concluded, it should say so. The plaintiff should keep the defendant informed as to the rate at which his financial loss is progressing throughout the pre-action period so far as is practicable.

5. Rehabilitation

- 5.1** The parties are encouraged to jointly explore rehabilitation at an early stage, in appropriate cases, without prejudice to liability. This may include, but is not limited to physiotherapy, cognitive behavioural and other therapies.

6. Documents/Voluntary Disclosure

- 6.1** If the defendant denies liability and/or causation, the defendant should enclose with the letter of reply any documents in his possession which are material and relevant to the issues between the parties and which would be likely to be ordered to be disclosed by the court either on an application for pre-action discovery or on discovery during proceedings.
- 6.2** The aim of early discovery by both parties is to promote an early exchange of relevant information to help in clarifying or resolving issues in dispute. The Defendant should serve any evidence in relation to previous accidents involving the Plaintiff upon which they may rely.
- 6.3** In any personal injury claim, in the absence of voluntary disclosure, the parties should have regard to the provisions of Order 24 of the CoJ Rules (Discovery and Inspection of Documents) and section 31 of the Administration of Justice Act 1970 (Power of Court to order disclosure, etc. of documents before commencement of proceedings).

7. Negotiation or Alternative Dispute Resolution

- 7.1** Litigation should be a last resort. The parties should consider whether negotiation or some other form of Alternative Dispute Resolution (ADR) might enable them to resolve their dispute without commencing proceedings, and if so, endeavour to agree which form to adopt. Where one of the parties involved is a personal litigant, it is important to understand that it is normal for the other side to discuss the claim and seek resolution in advance of, or instead of, going to court. The court may seek evidence of attempts to do this when a full hearing occurs.
- 7.2** Some of the options for resolving disputes without commencing proceedings are:
- (a) discussions and negotiation;
 - (b) mediation (a third party facilitating a resolution);
 - (c) arbitration (a third party deciding the dispute);
 - (d) early neutral evaluation (a third party giving an informed opinion on the dispute). Details of the mediation services provided by the Law Society Northern Ireland may be found at the [Law Society Mediation Service](#) and

those provided by the Bar of Northern Ireland may be found at the [Barrister Mediation and Arbitration Service](#).

- 7.3 During the course of any litigation, both the plaintiff and the defendant may be required by the court to produce evidence that alternative means of resolving their dispute have been considered.

8. Expert Reports

- 8.1 In personal injury cases reports from expert witnesses may be required in relation to:

- (a) the issue of causation;
- (b) the plaintiff's prior incident condition, post incident condition and short, medium and long-term condition and prognosis;
- (c) identification and quantification of the financial loss elements of the claim including: care, aids and equipment, the construction, purchase and adaptation of premises, travel and transportation costs, therapy cost, loss of earnings, profits and prospect of employment etc.

- 8.2 Parties should have regard to the [Guidance for the Instruction of Experts in Civil Claims in the High Court](#). Copies of this documentation should be provided to each of the experts retained on behalf of the parties to the litigation. In particular, the attention of parties is drawn to paragraph 5 of the Guidance and they are reminded of the need to give careful consideration to the question of whether evidence from a particular expert is both necessary and appropriate bearing in mind that expert evidence is likely to represent a very substantial proportion of the costs incurred in the cost of personal injury litigation.

- 8.3 Parties are also specifically reminded of the fundamental importance of maintaining the independence of expert witnesses which is reflected, in particular, at paragraphs 6 to 8 of the Guidance for the Instruction of Experts in Civil Claims in the High Court.

- 8.4 Parties are encouraged to consider the use of a template Letter of Instruction to Expert a draft of which is at Appendix B of this Practice Direction.

- 8.5 The parties are advised that, in the event that expert evidence is incomplete or has not been obtained by the time the claim appears for First Review before the Master, the Master will seek to determine the status of the expert evidence in accordance with the overriding objective. The Master may enquire as to the engagement of experts to date and those experts proposed to be engaged in the course of the action, parties should also give consideration to the instruction of joint experts.

- 8.6 Upon being served with expert medical evidence by another party, the receiving party should consider within 2 weeks of receipt whether or not rebuttal medical evidence is required, and if so, should seek to instruct that expert within 4 weeks of receipt of the other party's medical evidence.

9. Standstill Agreements

- 9.1 In the context of litigation a standstill agreement is an agreement between the intended parties or their representatives which has the practical effect of suspending or extending a statutory or a contractual limitation period. For example, a standstill agreement duly executed between the intended parties to litigation has the potential to avoid the issue of protective proceedings where a matter remains under investigation, thereby facilitating the completion of the said investigation and avoiding potentially unnecessary expenditure and stress on the parties associated with proceedings.
- 9.2 Parties are encouraged where limitation is likely to arise to consider whether the execution of a standstill agreement is appropriate in the particular circumstances of the case and to communicate accordingly with all other parties.
- 9.3 It is recognised that no party may be compelled to execute a standstill agreement, however, it is an option that may be considered by parties in the event limitation presents.
- 9.4 A standstill agreement may be executed between intended parties to litigation at any point in the pre-action process, prior to the issue of proceedings. A draft standstill agreement is at Appendix C of this Practice Direction.

10. Commencement of Proceedings

- 10.1 Once a decision has been taken by the plaintiff and/or their advisors that proceedings should be commenced, unless there is a limitation problem or some other reason as to why the proposed plaintiff's position needs to be protected by early issue where liability is denied, proceedings should not generally be issued until after four months from the date of acknowledgement of the letter of claim by the proposed defendant(s)/representatives (note paragraph 6.1 applies). Or where liability is admitted by the defendant, until 28 days after service of the documents referred to in paragraph 4.18. Parties' attention is drawn to Order 18 of the CoJ Rules governing the service of pleadings.
- 10.2 The court may consider costs penalties and/or procedural penalties for noncompliance, such as a stay in proceedings if there is no letter of claim or no letter of acknowledgement and/or substantive response from the proposed defendant(s).

11. Pleadings

- 11.1** Parties are directed to the full provisions of Order 18 rules 7 to 12 of the CoJ Rules, as amended, in relation to the pleading of the action.
- 11.2** Plaintiffs are reminded that pleaded allegations of negligence, breach of statutory duty, breach of contract, misrepresentation, or fraud (“the particulars”) should be properly pleaded in compliance with Order 18 of the CoJ Rules and based on expert evidence where appropriate. When preparing particulars for the purpose of pleadings, parties are reminded of the need to identify allegations in respect of the nature and extent of any duty of care, breach of duty and causation.
- 11.3** Where there are multiple defendants it is important that the particulars are pleaded separately against each defendant. In preparing the said particulars parties are reminded that they should be concise, illuminating and accurate and that they should avoid repetition.
- 11.4** Full details of the plaintiff’s particulars of personal injury and special loss should be pleaded as early as possible. Pleadings should be based on condition/prognosis, quantum and medical and special loss reports.
- 11.5** Defendants are reminded of the requirement to positively plead the defence with sufficient clarity to ensure that the opposite party is made aware of the true nature of the defendant’s case. If appropriate, the defendant will put forward its version of relevant facts or events, if materially different from what has been pleaded by the plaintiff. The defence must state which of the allegations are denied, which are admitted and, if the defendant is unable to either admit or deny a particular, which the plaintiff will be required to prove.
- 11.6** Parties should, in any pleading subsequent to the statement of claim, specifically and promptly plead any matter which makes any claim or defence not maintainable, which might take the opposite party by surprise or which raises issues of fact not arising out of the preceding pleading.
- 11.7** Parties should keep under review as to whether any amendment of the pleadings is required and seek the leave of the court in appropriate cases.

12. Reviews before the Master and the Judge

- 12.1** Parties are reminded that in the event they attend for review before the Master or the Judge at any time after the issue of proceedings they are expected to have full knowledge of the action. It is expected that the solicitor or counsel attending at such a review will be fully and properly instructed with a full brief of relevant materials. Parties will be expected to be able to address the Master or the Judge on all matters relevant to the action including, but not limited to, the following: the circumstances of the index event/events, the identity of the parties, medical records, pre-action compliance, pleadings, expert evidence; disclosure,

interlocutory applications, directions, expert exchange and meetings, negotiations and trial.

- 12.2** Parties are advised that, in the event that a representative of any party appears before the court not in a position to address the Master or the Judge on these issues which are germane to the expeditious prosecution of the action, the matter may be adjourned to the first available date. The solicitor with carriage of the action or counsel fully and properly instructed will be directed to appear. Parties are reminded that the costs associated with any such direction or other procedural penalties may be directed against the party in default in accordance with the provisions of the CoJ rules.
- 12.3** The parties may request a pre-setting down review before the Master to ascertain the status of the action and its readiness for setting down. The court will consider such requests and list the matter accordingly. The court may also list a case for pre-setting down review of its own motion.
- 12.4** Parties are reminded that, in advance of the first review before the Master, the [First Review Questionnaire](#) shall be completed and submitted to the court at the review or in advance by email to the court office. In addition, the plaintiff shall ensure that the court review fee is paid before the listing of the first review and the parties should ensure that they check the updated court list to obtain accurate listing details, court lists for the Court of Judicature can be accessed at the following link; [Court of Judicature List | Department of Justice](#) and parties are reminded that lists are subject to change up until 5pm each day. In cases where liability is admitted by the defendant, the defendant is encouraged to discharge the first review court fee.

13. Directions of the Master and the Judge

- 13.1** All personal injury and damage only actions will be listed for first review before the Master nine months after the filing of the memorandum of appearance. All parties who appear at such a review are reminded of what is expected of them (see paragraph 12.1 above). The purpose of the review is to ascertain the readiness of the action for setting down and trial.
- 13.2** Parties are encouraged where possible to agree a joint position and/or proposed directions, subject to the approval of the court, in advance of the review before the Master or the Judge. Template Directions are attached at Appendix D. Where such directions are filed with the court office by 12pm the day before the review date, this may obviate the need for a review hearing.

14. Expert evidence (exchange)

- 14.1** Order 25 of the CoJ Rules provides for the exchange of medical evidence on the issues of liability and damages.

- 14.2** In cases where both of the parties have engaged liability experts that they intend to rely upon, e.g. consulting engineers, human resource, or other experts, they shall consider simultaneous exchange of such reports.

15. Expert meetings

- 15.1** Following the exchange of expert evidence, in appropriate cases, the parties shall within a reasonable timeframe seek to arrange meetings of the respective experts. In any event, the Master or Judge may direct meetings to be convened between the experts.
- 15.2** These meetings will be conducted as between experts of the same discipline (only), unless it is agreed between the parties, that experts of more than one discipline should attend. An expert meeting shall not be attended by legal representatives.
- 15.3** No later than 14 days before the experts' meeting, the parties shall agree;
- (a) a properly collated, paginated and indexed core bundle of documents, including any literature on which the experts seek to rely, for use at the experts' meetings and
 - (b) which expert shall take the minute of the meeting.
- 15.4** At the meeting, the experts shall prepare an agreed Scott schedule, detailing those issues on which they agree or disagree (with the reasons for any disagreement clearly expressed) within seven days of the meeting.
- 15.5** The parties must make it clear to the experts that the minute is not to be circulated to any party prior to it being agreed and signed by those present at the meeting.

16. Interlocutory Proceedings

- 16.1** Interlocutory proceedings shall be conducted in accordance with the relevant provisions of the CoJ Rules and Guidance issued by the Master of the King's Bench Division from time to time and the parties shall comply with directions issued at summons court or reviews in anticipation of the hearing of the interlocutory application.

17. Discovery

- 17.1** The parties shall promptly disclose properly discoverable documents in their possession which would be likely to be ordered to be disclosed by the court either on an application for pre-proceedings discovery, or on discovery during the proceedings.

- 17.2 The parties are reminded of the requirements of Order 24 rule 2 of the CoJ Rules that lists of documents are to be compiled and served by the parties within 14 days after the close of pleadings. The parties are also reminded that discovery is an ongoing obligation and where further documents have been identified during the course of the litigation, the parties have an obligation to serve an amended list of documents and provide the further discovery where that is material and relevant to the issues in the case.
- 17.3 Where applications are brought for specific discovery pursuant to Order 24 rule 7 of the CoJ Rules, the moving party should make sure to identify each and every document sought in a Schedule to the summons, and in the affidavit set out clearly the basis on which the documents sought are considered to be material and relevant to the issues between the parties and the basis for belief that they are in the possession, custody or power of the responding party.
- 17.4 In any industrial disease cases where there are issues relating to [*Holtby v Brigham & Cowan \(Hull\) Ltd* \[2000\] 3 All ER 421](#), these should be clearly identified in the pleadings or correspondence and in advance of any negotiations if not already specifically pleaded in the defence. Specifically, the defendant(s) should set out clearly the proportion of the time period in question which they are responsible for, providing evidence to support their position where available.
- 17.5 If a case is likely to include consideration of discovery of sensitive material, the Defendant should advise the other parties of this at the earliest practicable opportunity. If the plaintiff seeks to challenge Public Interest Immunity or Closed Material Proceedings, the defendant and the court should be notified within 21 days of service of the sensitive material.
- 18. Notice for Further and Better Particulars and Replies to Particulars**
- 18.1 Notices for particulars and replies shall be drafted concisely to identify the issues between the parties.
- 19. Inspection**
- 19.1 Where possible the parties should agree to inspection facilities, but where an interlocutory application is required, the schedule to the summons should identify as precisely as possible the premises and/or equipment to be inspected.
- 20. Remittal/Removal Proceedings**
- 20.1 Remittal or removal applications should not be brought without providing the opposing party with the opportunity to consider the evidence put forward in support of the application. If consent is sought from the plaintiff's solicitors for

remittal, the plaintiff's solicitors should indicate whether their medical or other expert evidence is complete.

- 20.2 Remittal or removal applications should not normally be brought where the opposing party indicates that further medical or other expert evidence is awaited.
- 20.3 The parties' attention is drawn to the Queen's Bench Summons Court Consolidated Practice Note 1/2011 - Appendix in Practice Note No 1 of 2011 in relation to [Good Practice in Remittal Applications](#).

21. Interim Payments

- 21.1 Where liability is not in issue the parties should consider an interim payment particularly in serious injury cases, or where there is likely to be a delay in completing medical evidence, for example, where a surgical procedure is required before medical evidence could be completed.
- 21.2 Where an interim payment is made in a case where a plaintiff is a person under a disability as defined in Order 80 rule 1 of the CoJ Rules, the payment figure shall be listed before the court for approval in accordance with the relevant provisions of the CoJ Rules including Order 29 rules 11 to 17 and Order 80 rules 8 to 10.

22. Medical Notes, Records and Literature

- 22.1 The court will direct that the parties to personal injury litigation must discuss and, if necessary, exchange agreed electronic bundles of medical notes and records to be relied on prior to the hearing, the plaintiff's solicitors shall prepare and file with the [Central Office](#), no later than seven days before trial, a properly collated, paginated and indexed trial bundle. The bundle shall be agreed with the other parties. The parties should have due regard to the model directions of the Master and the court in the preparation of the bundle. Parties are referred to [Practice Direction 02/2022 - Submission and Format of E-Bundles](#).
- 22.2 It is the responsibility of solicitors and counsel in the case to sift the documents available and produce a manageable core bundle relevant to the issues to be determined. Excessive and unnecessary documentation must be avoided. It shall be the joint responsibility of all the parties to ensure the presence of the originals of all such documents in court during the hearing.
- 22.3 The parties to personal injury actions must ensure that any relevant literature to be relied on by the medical experts shall be exchanged and lodged with the court no later than seven days prior to the trial, appropriately paginated and indexed. In addition, a copy of any agreed minute from a meeting of experts and any agreed Scott Schedules must be exchanged and lodged with the court at least seven days prior to trial.

23. Setting Down and Trial

- 23.1** The trial date for the hearing of a personal injury or damage only action will be fixed to permit sufficient time for the parties to comply with all directions of the court, so as to ensure that when the matter is listed for trial the case is ready to proceed. The case will not be fixed for trial until it has been set down and the appropriate court fees paid, once the case has been set down it shall be reviewed by the Judge within four to six weeks or earlier on request. Where cases are set down prematurely they may be taken out of the Judge's list and referred back to the Master for review either on request by the parties or the court's own motion.
- 23.2** After fixing the trial date, a review date before the court may be arranged at the request of the parties or upon direction by the Judge approximately three months in advance of the trial to ensure that, inter alia: directions have been complied with by the parties in anticipation of trial, counsel has been retained and appropriately instructed and to encourage, where appropriate, the resolution of the claim by negotiations between the parties thereby avoiding the cost and stress of trial. At best, this will lead to resolution of the claim between the parties. At worst, in the event that resolution is not achieved, it will serve to clearly define the nature and extent of the dispute between the parties and to highlight any issues which require to be addressed in advance of the trial date, thereby ensuring that, should the trial be necessary, it will proceed in an efficient, proportionate and timely manner in accordance with the provisions of the overriding objective.
- 23.3** The parties will ensure that, in so far as it is possible, a single core bundle is agreed to promote an efficient trial and thereby save court time. In determining the content of the bundle, the parties should, at all times, have regard to the necessity to exchange, agree, submit and include medical notes, records, reports, literature and discovery to be relied upon by the experts. Parties are reminded that in personal injury actions, where the records are of primary importance, it is a pre-requisite to an efficient trial that there exists a single core bundle, properly paginated, of such records upon which the court, all parties and all witnesses may rely.
- 23.4** No later than seven days prior to the date of trial, or otherwise at the direction of the court, the parties shall, in appropriate cases or where directed by the court, exchange and file with the court, a skeleton argument, in accordance with the model directions of the Master and the court, together with any authorities on any legal matter likely to arise during the hearing (including breach of statutory duty). It is noted that such skeleton arguments are not necessary in all cases but in some matters may be appropriate.

24. Adjournment applications

- 24.1** Whilst it is rightly acknowledged that there needs to be flexibility to take account of unforeseen circumstances, the attention of the parties is drawn to the objective

that, when a trial date is fixed for the disposal of a personal injury action, the parties take all such action as is necessary to ensure their readiness for the trial, including full and timely compliance with all directions of the court, thereby avoiding the late vacation of the trial date. The parties acknowledge that the late vacation of a fixed trial date may frustrate the overriding objective, may lead to delay and expense and may cause anxiety and stress to the parties to the litigation. Parties are reminded that costs penalties may follow for any party found to have unreasonably caused such an adjournment, such penalties to be imposed in accordance with the provisions of the CoJ Rules.

- 24.2** In the event that it becomes necessary for an adjournment application to be made, the application should be moved at the earliest opportunity. Such application may be made in writing, normally by email to the Central Office and copied to the other parties to the proceedings including where the application is by consent, however, the parties should be prepared to appear before the court if directed. Parties are reminded that any application must be supported by substantive grounds for adjournment, together with draft proposed agreed directions for the re-listing of the action for trial.

Appendix A

PERSONAL INJURY AND DAMAGE ONLY CIVIL LITIGATION ACTIONS

LETTER OF CLAIM

To
Defendant

Dear Sirs,

Re: Plaintiff's full name
Plaintiff's full address¹

1. We are instructed by the above-named to claim damages in connection with an accident at work/road traffic accident/tripping accident which occurred on [day] of [month year] at [place of accident which must be sufficiently detailed to establish location].
2. Please confirm the identity of your insurers. Please note that the insurers will need to see this letter as soon as possible and it may affect your insurance cover and/or the conduct of any subsequent legal proceedings if you do not send this letter to them.
3. The circumstances of the accident are:

[Brief outline]
4. The reason why we are alleging fault is:

[Simple explanation, eg defective machine, broken ground]
5. A description of our client's injuries/damage is as follows:

[Brief outline]
6. [In cases of road traffic accidents] A description of the damage to vehicle(s) is as follows:

[Brief outline]
7. [In cases involving credit hire] Our client is claiming for the cost of a replacement vehicle. Their date of birth is [insert].² The vehicle is/is not roadworthy and driveable. Our client

¹ The plaintiff's address and postcode need not be included if there are genuine concerns about the plaintiff's personal security.

² While the plaintiff's National Insurance number may require to be provided in some cases in due course, it should not be included along with the plaintiff's date of birth in the initial letter of claim because of the risk of fraud.

is/is not claiming impecuniosity. Our client is/is not VAT registered. [If relevant] Our client's occupation is [insert].

8. [In cases involving storage] Storage commenced at [insert location] on [insert date] and ended on [insert date]/is ongoing.
9. Our client received treatment for injuries at [insert name of hospital]. His Hospital Number is [insert if available].
10. [If rehabilitation is considered appropriate] Our client is still suffering from the effects of their injury. We invite you to participate with us in addressing their immediate needs by use of rehabilitation.
11. [Where there is likely to be a claim for loss of earnings] Our client is employed by [insert name and address of plaintiff's employer] as [insert occupation] and his work reference number is [insert if available]. He has had the following time off work: [insert dates of absence]. His approximate net weekly/monthly income is [insert if known].
12. If you are our client's employer, please provide us with the usual earnings details which will enable us to calculate his financial loss.
13. We have obtained/are obtaining a police report and will let you have a copy of the same upon your undertaking to meet half of the fee.
14. We have also sent a letter of claim to [insert name and address of proposed co-defendant(s) if relevant] and a copy of that letter is attached. We understand that their insurers are [insert name, address, claims reference, and identity/ email address of file handler if known].
15. At this stage of our enquiries, we would expect you to disclose any documentation you hold relevant and material to this action.
16. We draw your attention to the Practice Direction on Personal Injury and Damage Only Civil Litigation Actions which may be found at [Practice Direction 4 of 2026 - Personal Injury and Damage Only Civil Litigation Actions](#).
17. We expect an acknowledgment of this letter within 21 days by you or your insurers otherwise proceedings may be issued against you without further notice and costs may be awarded against you.

Yours faithfully,

.....

Appendix B

PERSONAL INJURY AND DAMAGE ONLY CIVIL LITIGATION ACTIONS

TEMPLATE LETTER OF INSTRUCTION TO EXPERT

Our Ref

Your Ref

PRIVATE AND CONFIDENTIAL

Dear

Re: *[Name of Client, Date of Birth, Address
Date of Accident
Title of Proceedings]*

We act on behalf of *[insert name of client]*.

The circumstance of the claim

[Insert full details of the case to include full facts and a detailed chronology of the care provided. Identify the nature of the injury sustained by the patient, and the patient's present circumstances.]

Documentation

[List all documents enclosed with instructions including, but not limited to, the Practice Direction for Personal Injury and Damage only Civil Litigation Actions, the Guidance for the Instruction of Experts in Civil Claims in the High Court, medical notes and records, witness statements (if any), pre-action correspondence, pleadings, documents which form part of disclosure, expert reports relevant to the report, etc.]

Your instructions

[Specify the purpose of the report, a description of the matter(s) to be investigated, the issues to be addressed, and the identity of all parties. Confirm in the instructions the nature of the expertise required.]

Form of the expert report

Please note that in preparing your report it should be noted that the report must:

1. Set out details of all your relevant expert qualifications.
2. Give details of any literature or other material which has been relied on in making the report.
3. Provide a statement setting out the substance of all facts and instructions which are material to the opinions expressed in the report and upon which those opinions are based.
4. Make clear which of the facts stated in the report are within your own knowledge.

5. Where there is a range of opinion on the matters dealt with in the report:
 - i. Summarise the range of opinions.
 - ii. Give reasons for your own opinion.
 - iii. Provide a summary of the conclusions reached.
 - iv. If you are unable to give an opinion without qualification, please state the qualification.
6. Contain a statement that you understand your duty to the court and that you have complied with that duty.
7. The statement should be verified by signing and dating the Expert Declaration found at Annex A of the Guidance for the Instruction of Experts in Civil Claims in the High Court.
8. Provide a timetable for the provision of your advice.

[Advise the expert of any dates of any directions issued by the Judge, negotiations, mediation, court hearing, limitation dates as appropriate, any requirements for the attendance of experts at or the production of information by experts for any meetings, hearings or reviews, dates fixed by the court or agreed between the parties for the exchange of expert reports, and any other relevant deadlines to be adhered to.]

Acceptance of instructions by expert

[Ask the expert to confirm, without delay, whether they have any knowledge of the parties involved in the matter and, if so, the extent of that knowledge; whether they have identified any conflict of interest having had sight of the records; whether they accept their instructions; and when they will expect to furnish their report in the matter. If they are unable to complete their instruction, then the expert should make that clear immediately.]

Yours sincerely

Appendix C

PERSONAL INJURY AND DAMAGE ONLY CIVIL LITIGATION ACTIONS

TEMPLATE STANDSTILL AGREEMENT

STANDSTILL AGREEMENT

This Agreement made this day of

Between

Intended Plaintiff

-v-

Intended Defendant

Whereas:-

1. The circumstances of the claim by the intended plaintiff against the intended defendant are set out in detail in the letter of claim submitted to the intended defendant and appended to this Agreement.
2. The cause of action arose on.....
3. The intended plaintiff notified the intended defendant of their intention to issue proceedings in association with the cause of action by letter of claim dated
4. To date those proceedings have not been issued.

It is agreed as follows:-

1. The intended plaintiff will not be required to issue proceedings against the intended defendant in respect of the claim until and unless this agreement has been terminated in accordance with paragraph 2 hereof.
2. Save and to the extent that the claim, may already have become time barred as at the date of this agreement (as to which no admissions are made by the intended plaintiff), the limitation period shall be suspended forthwith, and the intended defendant shall not plead or otherwise rely on any defence of limitation whatsoever and howsoever arising under Northern Ireland law in respect of the personal injury claim. The investigation of the claim will continue under the terms of the Practice Direction for Personal Injury and Damage Only Civil Litigation in the High Court. This agreement may be terminated by either party but only with written notice, such notice must be in writing and shall be served upon the relevant solicitors stating that this agreement shall expire within 28 days from receipt of the

relevant party of the said notice and the limitation period in respect of the personal injury shall forthwith resume and continue to run from and on the expiry of the 28th day.

3. This agreement contains the entire understanding and agreement between the parties and supersedes any prior oral or written understandings or agreement among the parties in respect of limitation. Any amendments to this Agreement must be in writing and must be signed by the parties.

Signed on behalf of the intended plaintiff:

Dated: _____

Signed on behalf of the intended defendant:

Dated: _____

Appendix D

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

King's Bench Division

Directions given by [Master]

On [Date]

WHEREAS this action is listed today for review before the Master,

NOW UPON HEARING the respective parties,

THE COURT DIRECTS that:

Pleadings

1. The Plaintiff shall serve a Statement of Claim within weeks of the date hereof/ date of service of this Order/ on or before.....
2. Time for the Defendant to serve a defence is extended for a period of weeks from date hereof/ of service of the statement of claim. In the event that the Defendant does not serve a defence within the time specified; the Plaintiff shall enter default judgment within 7 days.
3. The Plaintiff/ Defendant is granted leave under Order 20 Rule 5 of the Rules of the Court of Judicature to amend his Statement of Claim/Defence
Such amendment is to be served within 28 days of the date hereof.

4. The shall serve replies to the Notice for Further and Better Particulars dated within days/weeks of the date hereof/date of service of this Order/on or before.

Disclosure

5. Theshall serve a list of documents/verified by affidavit/ under Order 24 Rule 3 of the Rules of the Court of Judicature within days/weeks of the date hereof/date of service of this Order/on or before.....
6. Theshall, within days/weeks of the date hereof/date of service of this order/on or before....., swear an affidavit stating whether any document specified or described in is or has at any time been in his possession, custody or power, and if not then in his possession, custody or power when he parted with it and what has become of it.
7. The Plaintiff shall within days/weeks of the date hereof disclose to the Defendant the Plaintiff's relevant General Practitioner's Notes and Records/..... Hospital Notes and Records, including.....
8. The Plaintiff shall within days/weeks of the date hereof sign a form of consent allowing the access to his General Practitioner's Notes and Records/..... Hospital Notes and Records, including.....
9. Theshall withindays/weeks of the date hereof, of the date of service of this order, provide answers on oath to the interrogatories by notice dated
10. The shall lodge any intended application for interrogatories within days/weeks from the date hereof.
11. The parties shall complete any outstanding issue of disclosure on or before In the event of same not being completed on or before, it shall be the responsibility of a party alleging default to bring the matter before the court forthwith

Inspection

12. The plaintiff shall withindays/weeks of the date hereof/date of service of this order, on or before write to theDefendant requesting facilities for inspection by an engineer of, and the Defendant shall respond to such a request within 14 days indicating whether or not inspection facilities will be allowed.
13. In the event that a Defendant does not consent to inspection by an engineer following a request from the plaintiff, the plaintiff shall within 14 days from the date of refusal of consent, or if the defendant does not respond to its request, within 14 days of the date of the request, issue a summons for inspection facilities.

Evidence

14. The Plaintiff/ Defendant shall within days/weeks of the date hereof/date of service of this order/ on or before, commission a report by.....
And shall notify the plaintiff/defendant in writing of the date on which the said report was commissioned.
15. The parties shall ensure that there has been strict compliance with the provisions of Order 25 of the Rules of the Court of Judicature (NI) on or before And shall confirm by that date that medical evidence and any other expert evidence is up-to-date and complete.
16. The parties shall give consideration to agreement of the medical evidence and any other expert evidence without the need for the experts to attend on or before Attention is drawn to Order 62 Rule 10A.
17. On or before the parties shall have given consideration to agreeing any expert report without the need for the witnesses to attend at the hearing. Attention is drawn to Order 62 Rule 10A.

Legal Aid

18. The shall file an application for Legal Aid within days/weeks from the date hereof.
19. The Plaintiff/Defendant shall supply to the court on or before a chronology of all steps that have been taken to obtain legal aid in this case. All correspondence and telephonic memoranda should be appended to the chronology together with any explanation of delay
20. The plaintiff/defendant shall serve Notice of Legal Aid on all other parties within 14 days of date on which the Legal Aid certificate is issued.

General Interlocutory

21. The Defendant shall lodge any intended application for remittal within days/weeks from the date hereof/date of service of this order/on or before.....
22. All outstanding interlocutory applications in this matter shall be completed in strict compliance with the time limits prescribed in the Rules of the Court of Judicature (NI) and shall be completed not later than For the removal of doubt, reference to “interlocutory proceedings” in this direction shall include references to amendment to the pleadings, preliminary issues, meanings applications, interrogatories, amendments, disclosure, notice for particulars, pleadings in general etc.
23. The Plaintiff’s action shall be struck out, with judgment to the Defendant against the Plaintiff, with costs to be taxed in default of agreement unless, within days/weeks of the date hereof/date of service of this Order/on or before, the Plaintiff/in compliance with the order of the court dated.....
24. The Defendant’s defence shall be struck out, with judgment to the Plaintiff against the Defendant, with costs to be taxed in default of agreement, and damages to be assessed by the master pursuant to Order 37, unless, within days/weeks of the date hereof/date of service of this Order/on or before, the Defendant/ in compliance with the Order of the court dated

(All unless orders shall be in accordance with the template provided with Masters' Practice Note 1/2012 Unless Orders.)

25. Time for the Plaintiff/Defendant to, in compliance with the order of the court dated, is extended for a period ofday/weeks from date hereof/ date of service of this Order/until.....

General

26. The action shall be further reviewed by the Master on / at the request of any party.
27. The Plaintiff shall set the action down for trial within weeks/months from the date hereof/ on or before.....
28. Any extension of time for compliance with these directions must be sought from the court before the expiry of the prescribed time limit contained therein.

Glossary of Terms

Acknowledgement of Letter of Claim – A formal confirmation from the defendant that they have received the letter of claim and identifying any relevant insurer.

Action – A civil case or claim brought before the court in which a party seeks a legal remedy.

Active Litigation – The stage after proceedings are issued in court.

Adjournment – The postponement or suspension of the hearing of a case until a future date.

Advisors – People who give advice, in the context of a claim this usually refers to solicitors or barristers.

Affidavit – A statement in writing, made by swearing or affirming before a solicitor, which court rules allow to be used in some cases instead of having a witness come to court.

Allegations - Any statement of fact in a statement of case / affidavit.

Alternative Dispute Resolution (ADR) – Various methods of resolving civil disputes otherwise than through the normal trial process.

Appear - To attend before the court in person or remotely in relation to one's case.

Application for interrogatories - written questions asked by one party to a claim, to which the other party has to give written answers under oath.

Application to the court - A formal request made by a party (applicant) in legal proceedings asking the court to make a specific order or decision.

Arbitration - The determination of a dispute by one or more independent third parties (the arbitrators) rather than by a court.

Authorities - Decided cases and statutes which support the legal arguments in a case.

Barrister – A lawyer who specialises in advocacy and has the right to speak in the High Court. A barrister is usually instructed to act in a case by a solicitor on behalf of the solicitor's client.

Breach of contract - An actual failure by a party to a contract to perform his obligations under that contract or an indication of his intention not to do so.

Breach of Duty – a failure to do something that you are legally responsible for.

Breach of Statutory Duty – Breach of a duty imposed on some person or body by a statute.

Case – The proceedings, arguments and evidence in court and the court hearing.

Causation – The relationship between an act and the consequences it produces.

Civil Litigation - The legal process of resolving non-criminal disputes between parties (individuals or businesses) through court-based proceedings.

Close of Pleadings - pleadings are deemed to be closed 21 days after service of the reply, or, if there is no reply, after service of the defence to any counterclaim.

Closed Material Proceedings- Procedures concerning sensitive documents which may not be fully disclosed for security or public interest reasons.

Contributory Negligence - A person's carelessness for his own safety or interests, which contributes materially to damage suffered by him as a result of partly his own fault and partly of the fault of another person or persons.

Core Bundle - A single agreed set of the key documents required for a hearing or trial.

Corporate representative - A person authorised to act on behalf of a corporation.

Counsel - A barrister, or barristers collectively.

Court - A body established by law for the administration of justice by judges or magistrates.

Court Fees - Legally mandated payments made to a court.

Court order - The enforceable decision of the court.

Credit Hire / Credit Repair - Arrangements where a third-party funds hire or repair costs upfront and later seeks recovery from the defendant's insurer.

Damages - money paid to one party by the other to compensate for a wrong. Damages are referred to as liquidated, where they are easily calculated, such as a debt owed or the cost of repairing a car, or unliquidated, where they are less easily calculated, for example compensation for pain, suffering and injury.

Default - Failure to do something required by law, usually failure to comply with directions of the court or rules of procedure.

Default judgment - Judgment on a claim without a trial, where the defendant has failed to file either an acknowledgment of service or a defence.

Defence - In civil proceedings, the response of a defendant to service of a claim.

Defendant - A defendant is the person(s) who a case is being taken against.

Directions - Instructions issued by the court setting out what steps each party must take and by when.

Disclosure - Giving access to a document or other evidence relevant to a case to other parties in advance of the hearing.

Discovery – Notifying the other parties about a list of the documents (including paper and electronic documents, maps and photographs, sound and video recordings and information stored in any other way) which are or have been in your possession, custody or control and which are relevant to the case and are not protected by privilege. The duty to make discovery is continuous, so if further relevant documents come into your possession after the exchange of lists, you need to notify other parties about them too.

Disposal - To conclude a case.

Dispute - A disagreement, whether as to fact or law.

Duty to the court - The obligation of parties and their legal representatives to act honestly and not mislead the court.

Early Neutral Evaluation – An independent expert provides a non binding view of the strengths and weaknesses of the case.

Electronic Bundle – An electronic bundle of documents submitted to the court in compliance with Practice Direction 02/2022.

Engineer's Report – A professional report assessing matters such as the area an accident occurred, work equipment, systems of work, vehicle damage, roadworthiness, repair costs and, where relevant, pre-accident value.

Evidence – The statements of witnesses, documents, opinions of experts and other facts which support a party's case.

Evidential burden – The duty of showing that there is sufficient evidence to raise an issue fit for the consideration of the trier of fact as to the existence or nonexistence of a fact in issue.

Expert - A person with specialised knowledge or expertise who is qualified to give opinion evidence in court.

Expert Evidence / Expert Report – A report about medical, accounting, engineering or other specialist technical evidence, prepared by a professional with expertise in that area. An expert is the only type of witness who can give evidence about his or her opinion.

Expert exchange - The exchange of information between parties in relation to expert witnesses.

Expert Meeting – A meeting between experts of the same discipline to identify points of agreement and disagreement, usually recorded in a Scott Schedule.

Expert Witness – A person with professional qualifications and expertise such as a doctor, engineer, accountant or forensic scientist who can carry out tests, give an expert opinion, or otherwise help the judge to understand what happened, and why it happened. An expert witness can give opinion evidence.

First Review Questionnaire – A mandatory form completed before the first and sometimes directed at subsequent reviews before the Master, confirming the status of the claim.

Fixed - An agreed-upon date.

Grounds for adjournment - Reasons for the deferral or postponement of a hearing.

Hearing – The trial of a case or preliminary issue in court.

Impecuniosity – A plaintiff's financial inability to pay for hire or repairs themselves – relevant to credit hire claims.

Interim Payment – An order for payment by a defendant on account of any damages, debt or other sum (except costs) which the court may hold the defendant liable to pay.

Interlocutory Application – A procedural matter which has to be decided by a judge (usually a Master) before the final decision can be made in a case. For example, a challenge to one party's refusal to give discovery, summary judgment and strike out applications are interlocutory applications.

Issues in dispute - Areas of dispute in a case.

Joint Expert – An expert appointed jointly by both parties instead of each instructing separate experts.

Judge – A state official with power to adjudicate on disputes and other matters brought before the courts for decision.

Judgment – The judge's statement of the court order and his or her reasons for making it. A judgment can be spoken or in writing.

Leave of the Court - Permission given by the court.

Legal Aid – A scheme whereby the payment of legal costs can be made out of public funds for those unable to meet the costs themselves.

Legal Aid Certificate – An official document, issued by the Legal Services Agency confirming financial assistance to obtain legal services.

Legal jargon – Words or phrases used by legal professionals to communicate precisely and consistently in legal contexts.

Legal representation - The assistance, advice, and advocacy provided by a qualified legal professional to an individual or organisation involved in legal matters.

Letter of claim – Formal legal notice sent by one party to another before initiating court proceedings.

Letter of reply - A formal written response issued by a party after receiving a legal document.

Liability - A legal duty or obligation.

Limitation Period - The period within which a person who has a right to claim against another person must start court proceedings to establish that right. The expiry of the period may be a defence to the claim.

List - Cases are allocated to different lists depending on the subject matter of the case. The lists are used for administrative purposes and may also have their own procedures and judges.

Litigant - A person who is a party in a case.

Litigant in Person - someone who represents themselves in court proceedings.

Litigation - The taking of legal action by a litigant.

Lodge documents - Send documents to the court office.

Master - A statutory civil procedure judge who deals with certain types of cases in the High Court.

McKenzie friend - A person who supports and advises a personal litigant in court but does not speak on their behalf unless given permission by the judge upon application.

Mediation - A form of alternative dispute resolution in which an independent third party (mediator) assists the parties involved in a dispute or negotiation to achieve a mutually acceptable resolution of the points of conflict.

Medical Evidence - Reports from medical professionals explaining injuries, condition, and prognosis.

Medical Records - GP notes, hospital records and other clinical documents relating to treatment before or after the accident.

Memorandum of Appearance - A document filed by a defendant indicating their intention to contest the claim.

Minute (of Expert Meeting) - A written record of what took place at an expert meeting, agreed and signed by all experts present.

Model directions - A standardised set of case-management directions issued by a court, providing a preferred format and framework for the steps parties must take before a hearing.

Moving party - The party who initiates a motion in a legal proceeding, formally requesting the court to take specific action or issue a ruling.

Negotiation - A discussion aimed at reaching an agreement or settling a dispute.

Notice for Further and Better Particulars – A request for clarification or additional detail about the other party's case.

Opposing party - The party in legal proceedings who responds to, resists, or contests a motion or request filed by the moving party.

Overriding Objective – The paramount duty of the court to deal with cases justly.

Particulars – Details of an allegation of fact made by either side in civil proceedings.

Party – An individual, group, or legal entity involved in a judicial proceeding, transaction, or agreement.

Penalty / Penalties - A punitive measure imposed for a breach of law, rule, or contractual obligation, and may take the form of a monetary fine, or other sanctions, depending on the nature and severity of the violation.

Personal Injury - Physical harm caused by another person's wrongful actions, which can also result in financial losses and emotional distress.

Person under a disability – A person under 18 years old or a person with mental incapacity, who cannot be a party in a court case without the help of a next friend or guardian ad litem.

Personal litigant – see “Litigant in Person”.

Plaintiff – A plaintiff is a person who brings a civil action against another person or entity in court.

Pleadings – A series of documents setting out the facts and legal submissions, including statutory duties, relied on in the case.

Practice Direction – A court document setting out the steps the court expects parties to take once a case is before the court. The court may also refer to a Protocol or Practice Note which also sets out the steps the court expects the parties to take once a case is before the court. All Practice Directions/Protocols/Practice Notes and Pre-Action Protocols can be accessed at the following link [Judicial decisions and directions – search results | Judiciary NI](#).

Practitioners - Qualified and licensed legal professionals who are authorised to provide legal services, including advising clients, preparing legal documents, and representing parties in legal proceedings.

Pre Accident Value (PAV) – The market value of a vehicle before the accident.

Pre-Action - The period and procedural steps taken before formal court proceedings are issued, during which parties are expected to exchange information, clarify their respective positions, attempt settlement, and consider Alternative Dispute Resolution (ADR) in accordance with applicable Pre-Action Protocols or the Practice Direction.

Pre-Action Investigation - The fact-finding and information-gathering steps undertaken by a prospective claimant or defendant before issuing formal court proceedings, as required or encouraged by the Pre-Action Protocols or the Practice Direction.

Pre-Action Protocol – A court document setting out the steps the court expects the parties to take before a court case is started.

Pre-Action Stage – The period before court proceedings are issued, including letters of claim, responses and voluntary disclosure.

Preliminary notification letter - An initial written notice sent by a claimant to the intended defendant indicating that a claim may be pursued.

Pre-setting down review - A case-management review held before a matter is formally set down for trial, during which the court examines whether the parties have completed necessary pre-trial steps, complied with earlier directions, clarified issues, and made sufficient progress to justify the case being listed for trial.

Proceedings – A shorthand term for all the court procedures and documents before the final court order.

Prosecution of the action– The conduct or pursuit of civil litigation.

Protective proceedings - Proceedings brought in order to ensure that the claim does not become time-barred.

Provisions - A statement within an agreement or a law that a particular thing must happen or be done, especially before another can happen or be done.

Public Interest Immunity (PII) – A legal rule that prevents certain documents being disclosed if disclosure would harm the public interest.

Quantum – The monetary value of a claim.

Rebuttal – a statement that says that something is not true.

Remittal– the act of sending back (a case or proceeding) to an inferior court for further consideration or action.

Removal- Applications to move a case from one court level to another (e.g. from County Court to High Court).

Replies – A statement of case served by the claimant in a civil action to answer to the defense.

Resolution – The settlement or final disposal of a claim by agreement between the parties, achieved without the need for a trial. It is the outcome of negotiations, discussions, or alternative dispute resolution processes that bring the dispute to an end on mutually acceptable terms.

Responding party – The defending party to an application, appeal, or petition to the courts.

Response to the letter of claim - The formal written reply provided by the proposed defendant after receiving a claimant's detailed Letter of Claim.

Review hearing – A case management hearing at which a judge or Master will ensure that the case is progressing in a timely and cost effective way toward trial and to determine what work still needs to be done.

Salvage Category Code – A classification applied to damaged vehicles indicating whether they are repairable or a total loss.

Scott Schedule – A document commonly prepared by the medical or financial loss experts setting out a breakdown of the claim where there are a large number of individual items.

Sensitive material - Relevant material held by a party that they argue cannot be disclosed to other parties due to the risks involved such as the wider public interest and may require a determination by the court.

Serve – Court documents are served when they are sent to a person or company in a way required by court rules, so that it can be proved to the judge that the person to whom they are addressed actually received them.

Setting down – Filing a document telling the court office and the other party that a case is ready for hearing.

Settlement – A solution to a case agreed by the parties before the hearing, usually involving the payment of damages.

Skeleton Argument – A summary of the arguments a party will make before the court.

Solicitor – A lawyer who has an office and meets directly with the public. Some solicitors are trained as solicitor-advocates and have the right to speak in the High Court.

Special loss – The financial losses and expenses incurred by a plaintiff as a direct consequence of the injury, which must be specifically pleaded and proved.

Standstill Agreement – An agreement between parties to pause or extend the limitation period to avoid issuing proceedings prematurely.

Statement of claim – The pleading in which the person bringing a claim in the King's Bench Division sets out in detailed summary the claim they are making.

Statutory – Legal rules created, required, authorised, or governed by statute - written laws formally enacted by Parliament.

Stay of proceedings- An order imposing a halt on civil proceedings (apart from taking any steps allowed by the Rules of the Court of Judicature or the terms of the stay).

Struck out - A claim, defence, or other statement of case is “struck out” when the court orders that it be removed from the proceedings, either in whole or in part.

Third Party – A person or entity who is not an original party to the proceedings but who may be joined to the action.

Total Loss – Where a vehicle is so damaged that repair costs exceed its value.

Trial – The hearing of a civil or criminal case before a court of competent jurisdiction.

Trial date - The specific calendar date fixed by the court on which the trial is scheduled to begin.

Vacation of the trial date – The court’s decision to cancel or remove a previously fixed trial date, usually following an application by one of the parties.

Voluntary Disclosure – Parties voluntarily exchanging relevant documents before formal discovery.

Without Prejudice – A phrase used to describe verbal discussions or written correspondence seeking to narrow the issues between the parties or possibly seeking to settle part or all of a claim without implying any admission of liability.

Witness – Someone who has personally seen, heard, or otherwise experienced the events which the case concerns, such as someone who saw a car accident. A witness can only report what they saw, heard or experienced and the inferences they draw from those facts. They cannot give evidence of their opinion.