IMPLICATIONS OF THE FORTHCOMING DISCOUNT RATE REVIEW

A talk for AVMA 17 May 2019 by Dominic Ruck Keene, 1 Crown Office Row

(1) The Problem

The principle of recovery in personal injury claims is a deceptively simple one: the Claimant injured through the negligence of the Defendant should recover full compensation for the loss and injury suffered, neither more nor less.

The difficulty of course comes in putting that principle in practice when compensating a Claimant for damage and loss that will (or may) occur in the future. Leaving aside for a moment the potential use of periodic payments, the challenge faced by a court when making a quantum award, and parties when reaching a settlement that is in the interests of the clients is how to award a lump capital sum in 2019 which will be sufficient to ensure that the Claimant will still have sufficient money to meet costs arising in 2049. The multiplier is therefore the figure by which the multiplicand must by multiplied in order to arrive at a lump sum which is adequate for the number of years that the loss is to cover and no more.

There is of course a degree of unreality about any attempt to rationalise and construct actuarially justifiable valuations at the present day of future expenses. Does a care expert really know what a right angled bread knife will cost in 2040? Will care agencies have been replaced by robots? However, once that leap of faith has been taken, Claimants have to be awarded now the capitalised costs of a myriad of different future expenses arising potentially in several decades time. Moreover, the capital sum must in compliance with the requirement to award the Claimant no more than full compensation wind down to zero by the end of the Claimant's life once all the predicted future expenses have been met.

However, the risk in giving Claimants a lump sum, particularly where there are no bars to what in practice a Claimant with full capacity chooses to do with that money once received, is that the Claimant is free to invest the money in such a way as could either lead to them making a return on their capital above and beyond that required, i.e. that the capital will not end up at zero at the end of their life. Conversely, the Claimant could invest the money in such a way that they would not have sufficient to meet future expenses at the point at which they occur.

That is where the discount rate comes in.

<u>The context</u>

s.1 Damages Act 1996

Assumed rate of return on investment of damages.

(1)In determining the return to be expected from the investment of a sum awarded as damages for future pecuniary loss in an action for personal injury the court shall, subject to and in accordance with rules of court made for the purposes of this section, take into account such rate of return (if any) as may from time to time be prescribed by an order made by the Lord Chancellor.

(2)Subsection (1) above shall not however prevent the court taking a different rate of return into account if any party to the proceedings shows that it is more appropriate in the case in question.

(3)An order under subsection (1) above may prescribe different rates of return for different classes of case.

(4)Before making an order under subsection (1) above the Lord Chancellor shall consult the Government Actuary and the Treasury; and any order under that subsection shall be made by statutory instrument subject to annulment in pursuance of a resolution of either House of Parliament.

The difficulty with the Damages Act is that while giving the responsibility to the Lord Chancellor to set the discount rate, it did not give the Lord Chancellor and indicating as to what investment rate of return should be taken into consideration when setting that rate. It also potentially opened the door to individual claimants arguing that their specific circumstances merited a different discount rate being applied. More importantly prior to 2001 the power had never been exercised.

Wells v Wells

Wells v Wells [1999] 1 AC 345 remains the leading case concerning the assessment of future expenses and losses. Prior to *Wells v Wells* multipliers were traditionally assessed using a discount rate of 4-5%. The headnote accurately summarises the decision of the House of Lords "*the injured plaintiff was not in the same position as an ordinary prudent investor and was entitled to the greater security and certainty achieved by investment in index-linked government securities, in respect of which the current net discount rate was 3 per cent.; and that 3 per cent. should also be the guideline rate for general use until the Lord Chancellor specified a new rate under section 1 of the Damages Act 1996*." The policy consideration behind the decision was that investment in IGLS was the most appropriate investment because over the long term the return produced was inflation proof and while not entirely risk free was certainly less risky than investing in equities. The Law Commission in their 1994 report 'Personal Injury Compensation: How much is Enough) had found that the majority of claimants invested securely in banks which contradicted the Court of Appeal's assumption in *Wells* that they invested in equities. Ultimately the House of Lords concluded that it was unfair to impose a duty on a claimant to invest in higher risk investments in order to meet a unrealistically high assumed annual rate of return. The House of Lords also gave judicial endorsement to the Ogden Tables as the first port of call to decide the multiplier.

2001 – 2.5% discount rate

On 22 July 2001, the Lord Chancellor set the discount rate at 2.5%. This followed a number of cases and criticism from leading commentators leading to mounting pressure to exercise his powers under the Damages Act. He stated that it was preferable to have a single rate covering all cases. He stated that it had set the rate at the nearest half per cent in order to "*set a rate* *which should obtain for the foreseeable future. I consider it would be very detrimental to the reasonable certainty which is necessary to promote the just and efficient resolution of disputes (by settlement as well as by hearing in court) to make frequent changes to the discount rate. Therefore, whilst I will remain ready to review the discount rate whenever I find there is a significant and established change in the relevant real rates of return to be expected, I do not propose to tinker with the rate frequently to take account of every transient shift in market conditions*." The justification for a rate of 2.5% was that the net average yield on Index Linked Government Securities as adjusted to take account of tax was between in 2% and 2.5%. Given that the rate was to be set to the nearest 0.5%, the choice lay between 2% and 2.5%. He then explained that 2.5% was appropriate because: (a) the market in ILGS was at present distorted so that the prevailing yields were artificially low; (b) the Court of Protection, even in the wake of the decision of the House of Lords in *Wells v Wells* [1999] 1 AC 345 , had continued to invest on behalf of claimants in multi-asset portfolios, such that real rates of return well in excess of 2.5% could be expected; (c) it was likely that "real" claimants with large awards of compensation would not be advised to invest solely or even primarily in ILGS, but rather in a mixed portfolio; and d) the rate of inflation looked likely to continue at or below the then target of 2.5% for the foreseeable future.

Warriner v Warriner [2002] 1 WLR 1703

This decision of the Court of Appeal answered the second potential issue arising out of the Damages Act holding that "*where a court had to decide under section 1(2) of the 1996 Act whether a different discount rate was "more appropriate in the case in question" than that prescribed pursuant to section 1(1) , it had to have regard to the Lord Chancellor's published reasons for fixing the rate as he did; that only if the case came into a category which the Lord Chancellor had not considered or had special features or circumstances which were material to the choice of rate of return and were shown from an examination of the published reasons not to have been taken into account by the Lord Chancellor might a different rate be more appropriate; that, bearing in mind the policy considerations behind the published reasons, it was likely that it would be in comparatively few cases that section 1(2) would be successfully invoked*." To date there is no reported case where the court has been persuaded to apply a different discount rate to that prescribed.

(2) The Context - consultation 2012-16

There were repeated requests to review the discount rate in light of changed financial circumstances, particularly following the financial crash in 2008 and the significant fall in the real return from IGLS. However, successive Lord Chancellors failed to revisit the 2001 discount rate decision until prompted by the threat of judicial review proceedings and lobbying from APIL on the basis that there had been an unreasonably long delay in reconsideration, the Lord Chancellor decided to launch two consultations.

The 2012 Consultation

The consultation began on the premise that the approach in *Wells v Wells* was the starting point. However, it called for consultation on whether there were alternatives to the IGLS gross redemption yield as the model for very low risk investment. The MOJ never published a response to this consultation.

The 2013 consultation

In February 2013, the MOJ published a second consultation paper. This time the more fundamental issue was raised as to whether the legal framework under s.1(1) of the Damages

Act remained appropriate and sought views on whether the low risk investor in line with *Wells v Wells* premise should continue to be followed. The MOJ did not publish a response to this consultation until March 2017.

<u>The 2015 expert panel report</u>

in 2014, the Lod Chancellor appointed an expert panel to look into the investments that claimants in personal injury cases should be assumed to make with their lump sum. However, their investigation was framed in the context of the assumption of the low risk investor. In October 2015, the panel produced a lengthy and detailed report.[1] This noted that following the 2008 crash yields on IGLS had fallen so far that if the same methodology was adopted as in 2001, the rate would be between -1% and -0.5%. The panel stated they all agreed "*that the problem faced by the Courts, when assessing the lump sum award to provide for future losses or costs, can be considered to be an essentially actuarial problem… Risk free discount rates should then be used in the valuation exercise…Only ILGS/risk free investments can provide a certainty of returns relative to RPI, and a predictable level of return relative to other forms of inflation*." The panel was, however, split on the most appropriate method for setting the discount rate in the future: between using the IGLS rate of return (with the advantage that inflation could be ignored) or a mixed portfolio approach with a higher rate of return.

(3) <u>The -0.75% decision</u>

On 27 February 2017 the Lord Chancellor reduced the discount rate to -0.75%. The stated reasons emphasised that she was required to follow the law and methodology in line with *Wells v Wells*. [2] she stated that:

"7. I have approached the setting of the discount rate on the basis that the governing principle is as identified by Lord Hope in that case: "[The discount rate] is the rate of interest to be expected where the investment is without risk, there being no question about the availability of the money when the investor requires repayment of the capital and there being no question of loss due to inflation."

8. The principles in Wells v Wells lead me to base the discount rate on the investment portfolio that offers the least risk to investors in protecting an award of damages against inflation and against market risk. I take the view that a portfolio that contains 100% index-linked gilts (ILGs) best meets this criterion at the current time. A portfolio of ILGs, comprising stocks spread across a range of redemption dates guarantees the investor an inflation-adjusted income, known with certainty at the time of the award. Basing the discount rate on the real redemption yield of ILGs is consistent with the approach taken by the House of Lords in Wells v Wells and by the then Lord Chancellor, Lord Irvine, when he last set the rate in the Damages (Personal Injury) Order 2001 (S.I. 2001/2301)."

The Lord Chancellor also stated she would follow Lord Irvine in the general principle that there should be a single fixed rate to cover all cases.

<u>The reaction</u>

"UK insurers hit back at 'crazy' personal injury rate change as share prices tumble" – Daily Telegraph 27 February 2017.

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[1] https://consult.justice.gov.uk/digital-communications/discount-rate/results/discount-rate-report.pdf

[2] https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/594972/discount-rate-statement-of-reasons.pdf

"*Insurers shocked by reform to compensation payouts*." BBC News 27 February 2017

"NHS faces £1bn annual bill after 'reckless' change to injury payouts" The Guardian 27 February 2017

<u>The consequences</u>

As we are all aware, the most immediate consequence of the dramatic reduction in the discount rate was the significantly increased value of claims, in particular for younger claimants.

One simple illustration:

Repeated annual loss of £10,000 for loss for 20 year old male claimant:

Table 1 at -0.75% = £889,600

Table 1 at 0% = £672,200

Table 1 at 1% = £483,500

Table 1 at 2.5% = £321,000 or 36% of the award at -0.75%

***<u>Roberts v Johnstone</u>* <u>1989 QB 878</u>**

The second perhaps unforeseen consequence has been effectively to rule claims for the capital cost of different accommodation required as a consequence of personal injury. The vexed issue of how to compensate Claimants whose require accommodation of a different size or type as a consequence of their injuries has been the source of considerable and ongoing controversy for many years even before the introduction of a negative discount rate. In part this is because of general economic developments, in particular the significant increase in property prices and the consequent decrease in property ownership vs property rental; conversely the stalling or even collapse of property price growth since 2008; the lowering of the rates of return of other forms of investment; and the relatively low mortgage interest rates of the past decade. In part this is also because of the fundamental difficulty in reconciling the potentially inconsistent principles already discussed firstly of providing the Claimant with a financial award that will enable them to meet their reasonable needs in a proportionate manner (see *Wells v Wells* and the line of cases flowing from it), and secondly of not over compensating the Claimant such that they are placed in a better position than they would have been but for the original tort. The award should not result in injustice for either the Claimant or the Defendant. The key significance of the approach in *Roberts v Johnstone* was that rather than awarding the capital cost of the purchase (and deducting an amount that would have been spent irrespective of the injury), this method seeks solely to compensate a Claimant for the loss of use of the capital invested in the property by reference to the rate of return on a risk-free investment. The judgment in Roberts v Johnstone became accepted as being that in respect of the capital purchase element of accommodation claims:

"*The amount awarded has never been the difference between the value of the new or adapted accommodation over the value of the existing home in its existing state, but rather the interest upon that difference over the period that the new or adapted accommodation will be needed, generally the claimant's lifetime*": MacGregor on Damages 18th Ed Para 35-207

However, once there was a negative discount rate, the Roberts and Johnstone calculation produces a negative award. In *Swift v Carpenter* [2018] EWHC 2060, Lambert J. held that she was bound by *Roberts v Johnstone* and accordingly there was no award made for the purchase of special accommodation.

Settlement uncertainty

The combination of the dramatic and largely unexpected change to the discount rate and the consequent effect on the value of claims settled (or decided by a court) immediately prior to and following the reduction to -0.75% clearly produced anomalous and unarguably unjust results. A Claimant was clearly going to be unsatisfied if they had settled a claim in December 2016 that would have been worth 2/3rds more if settled after the rate change. The reaction to the decision and the subsequent long drawn out consultation and legislation process has led to considerable uncertainty over how to value claims and the degree to which any subsequent change would revise the discount rate upwards, and if so when and by how much.

(4) The Current Situation

2017 Consultation

The MOJ launched a further consultation in March 2017. In September 2017, the MOJ published its summary of the consultation response.[3] The core issues in the consultation were:

- *"**What principles should guide how the rate is set**? Are the present principles still fit for purpose? What should the principles be? What investment returns should be taken into account in setting the rate? Should the possibility of a periodical payment order affect the decision as to the relevant investments?*
- ***How often should the rate be set**? Should this be left open, as now, or would a set pattern of review be better? Would an annual, three year or five year system be better? Should reviews be triggered by degrees of change in investment returns?*
- ***Who should set the discount rate**? Should the power to do so remain with the Lord Chancellor and her counterparts in Scotland, or would it be better for someone else, possibly an expert panel, to set the rate?."*

A clear majority of respondents said that the law should be changed in some way, either to alter the methodology used in setting the rate, to provide for regular reviews, or to change the arrangements for who sets the rate. Virtually all respondents who commented agreed that claimants would be highly unlikely to be advised to invest all of their lump sum in one class of asset, and that it was in any event highly impractical and not risk free to invest fully in index linked government securities (ILGS). However, there was a difference of opinion about whether the use of a more diverse mix of investments was truly out of choice, or whether the previous discount rate of 2.5% had led claimants to invest in this way. A substantial majority were opposed to the option of setting different rates for different cases. Among those in favour of such an approach, the majority preferred an approach based on the duration of the damages award rather than one based on different heads of loss.

2017 Draft legislation

Alongside the summary of consultation responses, the government published its draft legislation. [4]The Government emphasised that:

"The proposals do not affect the underlying principle of the law of damages, which is that claimants should be compensated in full for the losses they have suffered because of the injury caused by the

[3] https://consult.justice.gov.uk/digital-communications/personal-injury-discount-rate/results/discount-rate-response-consultation-print.pdf
[4] https://consult.justice.gov.uk/digital-communications/personal-injury-discount-rate/results/personal-injury-discount-rate-command-paper-web.pdf

defendant. The objective of applying a discount rate will therefore continue to be to support a 100% compensation rule so that claimants receive full compensation for the loss caused by the wrongful injury neither more nor less."

However, that "*It was also clear, taking the responses and the results of other research together, that claimants invest in low risk diversified portfolios not in "very low risk" investments, such as Index Linked Gilts ("ILGs") alone*." Accordingly, "*Based on the evidence and analysis, which is explained in the Impact Assessment, we believe the assumptions made by the present law on the setting of the discount rate as to how claimants invest are unrealistic and, as it stands, the rate may produce significantly larger awards than provide 100% compensation*."

The draft legislation therefore provided for the rate to "*be set by reference to expected rates of return* ***on a low risk diversified portfolio of investments rather than very low risk investments as at present****. In assessing those rates the actual investment practices of claimants and the investments available to them should be considered. This will make the rate more realistic and better reflect how claimants invest their awards in practice. It will continue to be possible to set different rates for different types of cases, including by reference to the length of the award*."

"*The key legal principle will be that the rate should be the rate that, in the reasonable opinion of the Lord Chancellor, a properly advised recipient of a lump sum of damages for future financial loss could be expected to achieve if he or she invested the lump sum in a diversified low risk portfolio with the aim of securing that (a) the lump sum and the income from it would meet the losses and costs for which they are awarded when are expected to fall; and (b) the relevant damages would be exhausted at the end of the period for which they are awarded. In this exercise the Lord Chancellor must consider the investments available and actual investments made by claimants; and must make such allowances for taxation, inflation and investment management costs as the Lord Chancellor thinks appropriate.*"

The rate would be reviewed promptly after the legislation comes into force and, thereafter, at least every three years.

<u>The Civil Liability Bill</u>

The Civil Liability Bill finally received royal assent on 20 December 2018. The bill provided:

"*10Assumed rate of return on investment of damages*

(1)Before section 1 of the Damages Act 1996 (assumed rate of return on investment of damages) insert—

"A1Assumed rate of return on investment of damages: England and Wales

(1)In determining the return to be expected from the investment of a sum awarded as damages for future pecuniary loss in an action for personal injury the court must, subject to and in accordance with rules of court made for the purposes of this section, take into account such rate of return (if any) as may from time to time be prescribed by an order made by the Lord Chancellor.

(2)Subsection (1) does not however prevent the court taking a different rate of return into account if any party to the proceedings shows that it is more appropriate in the case in question.

(3)An order under subsection (1) may prescribe different rates of return for different classes of case.

(4)An order under subsection (1) may in particular distinguish between classes of case by reference to—

> *(a)the description of future pecuniary loss involved;*
>
> *(b)the length of the period during which future pecuniary loss is expected to occur;*

(c)the time when future pecuniary loss is expected to occur."

Schedule 1 provided for periodic reviews, at least every 5 years. The first review would be within 140 days, thereafter within 180 days. The first review would be with advice from the Government Actuary and thereafter from the treasury, thereafter would be an expert panel and the Treasury.

The critical part of the bill is Paragraph 4 of Schedule 1

"*Determining the rate of return*

"(1)The Lord Chancellor must comply with this paragraph when determining under paragraph 2 or 3 whether the rate of return should be changed or kept unchanged ("the rate determination").

(2)The Lord Chancellor must make the rate determination on the basis that the rate of return should be the rate that, in the opinion of the Lord Chancellor, a recipient of relevant damages could reasonably be expected to achieve if the recipient invested the relevant damages for the purpose of securing that—

(a)the relevant damages would meet the losses and costs for which they are awarded;

(b)the relevant damages would meet those losses and costs at the time or times when they fall to be met by the relevant damages; and

(c)the relevant damages would be exhausted at the end of the period for which they are awarded.

(3)In making the rate determination as required by sub-paragraph (2), the Lord Chancellor must make the following assumptions—

(a)the assumption that the relevant damages are payable in a lump sum (rather than under an order for periodical payments);

(b)the assumption that the recipient of the relevant damages is properly advised on the investment of the relevant damages;

(c)the assumption that the recipient of the relevant damages invests the relevant damages in a diversified portfolio of investments;

(d)the assumption that the relevant damages are invested using an approach that involves—

(i)more risk than a very low level of risk, but

(ii)less risk than would ordinarily be accepted by a prudent and properly advised individual investor who has different financial aims."

(4)That does not limit the assumptions which the Lord Chancellor may make.

(5)In making the rate determination as required by sub-paragraph (2), the Lord Chancellor must—

(a)have regard to the actual returns that are available to investors;

(b)have regard to the actual investments made by investors of relevant damages; and

(c)make such allowances for taxation, inflation and investment management costs as the Lord Chancellor thinks appropriate.

(6)That does not limit the factors which may inform the Lord Chancellor when making the rate determination.

(7)In this paragraph "relevant damages" means a sum awarded as damages for future pecuniary loss in an action for personal injury."

<u>The current review</u>

The Government issued a further call for evidence which sought up to date data and information as to how Claimants invest their damages, investment advice provided to Claimants and model investment portfolios. The deadline for the response to the call was 30 January 2019. The review was thereafter begun on 19 March and is due to conclude by 5 August 2019.

(5) <u>Where next for discount rates?</u>

It is worth noting that the Discount Rate in the UK is one of the lowest in the world. In Germany, it is 4%; in France it is 1.2% and in Ireland it is 1%.

In September 2017 the Justice Secretary David Liddington stated:

"While it is difficult to provide an estimate, based on currently available information if the new system were to be applied today the rate might be in the region of 0% to 1%."

In Scotland there has been a parallel process leading to The Damages (Investment Returns and Periodical Payments) (Scotland) Bill being passed in March 2019. The UK Government Actuary's Department published a report in September 2018, designed to assist the Scottish government in setting the discount rate. This predicted a discount rate of 0%. However, the Bill included a late amendment by the Scottish Government to increase the standard adjustment for investment charges and taxation from 0.5% to 0.75%. Based on the initial calculation of the rate under the model proposed in this Bill this would lead to an adjusted forecast of -0.25% rather 0%.

(6) THE SO WHAT?

<u>Timing of settlement</u>

There is of a course a short time issue over how to resolve the discount rate change prior to August this year, particularly at Joint Settlement Meetings/mediations. Given the uncertainty over a possible future discount rate is it better to delay settlement until after August? Or does the uncertainty give leverage for claimants to argue that a quick settlement, perhaps more favourable to them in respect of multiplicands, is in the interests of defendants?

In the longer term the system of repeated reviews will of course means this issue will come round time and again, with the consequence uncertainty for claimants and their legal representatives as to whether to settle ahead, during or after each review. The court timetables will roll inexorably on, and it will be critical for parties to be aware of the timing of forthcoming reviews and to plan their tactics with regards to settlement (and indeed of speed of progression to trial) accordingly. It is likely that the review process will lead to peaks and troughs in settlements being reached over the 5 year cycle It may be necessary to look to stay or adjourn claims much more than currently done pending the outcome of imminent reviews, potentially increasing the need for interim awards.

However, it should be noted that in *Love v Dewsbury* [2010] EWHC 3452, the court dismissed the claimant's application to adjourn made when APIL had threatened the Lord Chancellor with a judicial review if he did not review the rate. The court stated the law and applicable discount rate in force at the particular time had to be applied. Similarly in the unreported case of *Day v Randhawa* Simon J rejected the claimant's application to adjourn in the calculation of the appropriate multipliers.

Accommodation claims

If the discount rate is over 0% then the potential for applying *Roberts v Johnstone* is of course brought back in. It is though worth mentioning that in *Swift v* Carpenter the claimant had proposed four alternative approaches, none of which were based on the current discount rate. In short, those four options were:

- Awarding the costs of an interest-only mortgage to cover the £900,000 difference which, at an interest rate of 3.8%, would amount to a £1.89 million award.
- The defendant funding the annual costs of an interest-only mortgage to cover the £900,000 difference via a periodical payment order.
- Making an award on the basis of Roberts, but substituting a different 2% rate of return to calculate the multiplicand. This would produce an award in excess of the £900,000 difference, but only marginally.
- Awarding damages to reflect the cost of renting special accommodation. This would have amounted to an annual sum in the region of £48,000 (and was not seriously contended for).

The principle in *Roberts v Johnstone* may itself be ripe for reform, however, that will require the Supreme Court to make a decision as the lower courts appear to continue to believe that *Roberts* is binding upon them despite the inherent difficulties with it.

Individual claimants

The Civil Liability Bill clearly left open the door to individual claimants arguing that a different rate should apply to them. That could be seen as a Parliamentary indication that this should be done on a more frequent basis that has previously been the case. However, in light of *Warriner* and also *Cooke v United Bristol Health Care* [2003] EWCA Civ 1370, it is likely to be very rate. One situation is potentially where the Claimant will be subjected to unusually high or low taxation on his damages award, for example if exposed to taxation in different jurisdictions.

Periodic payments

Given the potential for a higher discount rate to overestimate real returns over the forthcoming years – with all the economic uncertainty brought by Brexit (or no Brexit), a possible Labour government and increased financial transaction taxes – Claimants may well be advised to consider whether a PPO is a safer way of ensuring that they have sufficient money to meet their unavoidable future expenses.

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Dominic Ruck Keene has developed a varied practice in all the core areas of Chambers' work, in particular inquests, public law and human rights, and clinical negligence. He also has a growing practice in the specialist areas of child abuse compensation, cyber and data protection, as well as employment and equality. As a member of the Attorney General's C Panel, he is instructed by a number of different Government departments in cases involving a wide spectrum of different areas of law.

As a former Regular Army officer and serving Reservist Army Officer (currently an instructor on the Directing Staff of the Defence Academy), Dominic has a particular interest and expertise in all nature of cases involving service personnel, as well as National Security more generally.

Direct Access
Dominic accepts direct instruction from lay clients across a range of practice areas, with a particular interest in representing families at inquests.

Dominic has considerable experience of acting in clinical negligence claims for both claimants and defendants: drafting the full range of pleadings, advising on merits, quantum and settlement; successfully representing parties at RTMs and at mediation; as well as appearing in case management hearings, application hearings, and at trial in both the County and High Courts. Cases include those involving:

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- Psychiatric injury (both primary and secondary victims)
- Orthopaedic injuries (in particular delayed diagnosis of fractures)
- Cancer treatment
- Patients detained in prison or under the mental health act
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- Cauda equina

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Attorney General's C Panel of Counsel

Memberships:
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Qualifications:
ADR Group Accredited Mediator (2012)
Bar Vocational Course, Very Competent – BPP, London (2012)
MA War in the Modern World, Merit – King's College London (2011)
Graduate Diploma in Law, Distinction – City University (2005)
MA (Oxon) Modern History First Class – St Peter's College, Oxford (2004)

Awards:
Lord Denning Scholarship - Lincoln's Inn (2011)
Lord Haldane Scholarship - Lincoln's Inn (2005)
Smith Prize for History and College Scholar - St Peter's College (2002)
British Army University Bursar (2001)
British Army Sixth Form Scholar (1998)
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