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b07b173c90cf\\header.doc"}

Our Ref:            { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD  
client\_no }/{ MERGEFIELD matter\_no }

Your Ref:   { MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1INSREF }

{ SET LETTER{ DATE \@ "d MMMM yyyy" } }{ref LETTER \@ "d MMMM yyyy" \}\*  
MERGEFORMAT }

{ MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1INSURER\_name }  
{ MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1INSURER\_address }

Dear Sirs

**Our Client:**        { MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Your Insured:**    { IF { MERGEFIELD  
TK\_PIDEF1DETAIL\_tkDEF1CONAME } = "" "{  
MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1FORENAME }  
{ MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1SURNAME  
}" "{ MERGEFIELD  
TK\_PIDEF1DETAIL\_tkDEF1CONAME }"}  
**Your Policy No:**  { MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1INSPOLNO  
}  
**Accident Date:**   { MERGEFIELD  
TK\_ACCDETS\_tkACCDATE\@"d"\\*Ordinal } {  
MERGEFIELD TK\_ACCDETS\_tkACCDATE\@"MMMM  
yyyy" }

**WITHOUT PREJUDICE  
FORMAL OFFER TO SETTLE PURSUANT TO PART 36.10 OF CPR**

We refer to previous correspondence and can confirm that we have now quantified our client's claim and formally offer to settle at £{ MERGEFIELD "TK\_PIVALUE\_TK\_PT36\_AMT\_C" } plus the claimant's costs on a standard basis with a detailed assessment under Part 44.12a CPR failing agreement. The offer relates to the whole of the claim and is inclusive of interest. { IF { MERGEFIELD TK\_PICLIENTINFO\_tkCLIENTMINOR } = "Yes" "If this offer is accepted it is subject to court approval." "" }

This is not a figure for barter, but is in fact something less than the sum we have advised our client may achieve if the matter proceeds to the commencement of proceedings and further to a trial. This position is taken to see an early end to this matter whilst allowing both sides to take

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something from the settlement and keeping costs in proportion to the matter at hand.

We do not intend to rehearse the contents of our medical evidence, but place a value on general damages of £{ MERGEFIELD "TK\_PIVALUE\_TK\_GEN\_DAMS\_AMT" }.

Our client's financial losses are £{ MERGEFIELD "TK\_PIVALUE\_TK\_FIN\_LOSS\_AMT" }, details have been provided with documentary evidence where available.

Interest upon Special Damages is 6% pa which amounts here to £{ MERGEFIELD "TK\_PIVALUE\_TK\_SPEC\_INTRST" } and 2% for General damages if proceedings are issued.

We are confident that we have given you sufficient information to value our client's claim.

If you are not prepared to meet our client's claim as quantified then we have instructions to issue Court proceedings as soon as is allowed within the Court rules. We will claim interest at 10% above the prevailing base rate on both costs and damages, should the court at a later date award our client a sum either equal to or greater than our formal offer to settle. We will also ask the Court to award costs on the indemnity basis.

This offer is intended to have the consequences of a Part 36 offer as per CPR36.2(2)(b).

This offer will remain open for 21 days which is the time period stipulated in the relevant CPR provision and will have the cost consequences as per CPR36.2(2)(c). We expect an acknowledgement of this letter by you or your appointed agents.

We await hearing from you.

Yours faithfully

**{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }**

