Madeup Limited

Arlington Road

Manchester

M22 7XX

[Date]

Dear Sirs

**RE: Miss A Smith v You**

 **Product Liability Claim - Defective Food Processor**

We are instructed by the above-named in connection with a claim for personal injuries suffered in an accident on 1 March 2032 (made-up!).

Our client considers that the injuries occurred through your negligence and/or breach of statutory duty and claims damages accordingly.

We enclose a copy of this letter for you to send to your insurers. Please refer the copy letter to the relevant insurers as soon as possible, as if you do not this may affect insurance cover and/or the conduct of any subsequent legal proceedings.

This is a letter of claim sent in accordance with the Pre-action Protocol for Personal Injury Claims. We will, therefore, deal with the matters which arise under that Protocol at this stage. We trust your insurers will reciprocate, by meeting their obligations, as we consider compliance with the terms of the Protocol will be the best way of resolving this matter, or at least narrowing the issues, in a timely and proportionate way.

We should, in particular, like to deal with liability as quickly as possible. We hope that will then allow us to enter negotiations on quantum and explore the possibility of outright settlement at the earliest opportunity.

We will deal with the matters arising at this stage, under the terms of the Protocol and more generally, in turn.

Please confirm your position on liability as soon as possible. If liability is not accepted and/or you blame anyone for our client’s injuries, please give full details so that we may consider what you have to say.

This letter gives a summary of the factual background and the reasons why it is considered you are liable for our client’s injuries. However, this summary should not be taken to be comprehensive and we reserve the right to plead such particulars as may be appropriate when we have a response, in accordance with the Protocol, to this letter and when any further investigations that may then be required have been concluded.

We are instructed that on 1 March 2032 our client went to purchase a food processor at her local Best Kitchen Appliances outlet in Harrogate. Our client was looking for a particular model which saw on her last visit to the store. The sales assistant could not locate any of the described processors apart from the former display model. The sales assistant did not say that there was at least one piece missing from the box, that there were no instructions, nor that a warning sticker had been removed from it. The assistant did, however, confirm that as it was the display model, and that he would reduce the price to £10.00. Our client decided to purchase this food processor. We enclose a copy of our client’s receipt in relation to this.

Our client opened the food processor for the first time on 2 March 2032. Our client took the various pieces out of the box. Our client realised that there were no instructions. Without the instructions, it was not clear to our client how she should construct the food processor.

Our client then tried assembling the pieces the best she could with the food processor plugged in, but with the power turned off. As a proficient user of a similar model of the food processor, our client hoped that this model would be as easy to use. The food processors do not normally allow for the blade to turn when all the safety features on not in place. Our client tried getting the blade to stick into the motor, but it would not stick in place. Our client assumed that the blade would only stick in place once the power was on. Our client was confident that the blade would not turn whilst it was exposed, because this is how other food processor works.

Then, with the motor being held upside down with her right hand, our client used her left hand to get the blade to stick into the motor. Our client must have then depressed the button on the worktop which caused the motor to switch on, causing injuries to two fingers on our client’s left hand.

Our client was taken to Harrogate District Hospital. Our client required surgery on [date].

Our client contends injuries, losses and expenses were caused by the matters already outlined and that, for the following reasons, you are liable for these. We allege that:-

1. In breach of the Sales of Goods Act 1979 you failed to provide a product of satisfactory quality, which was reasonably fit for purpose, which corresponded with the description given. Strict liability is applicable;
2. Failed to warn our client of the dangers of your product;
3. Failed to provide instructions;
4. In breach of the European Consumer Guarantees Directive failed to provide a product which conformed with its description, and was unfit for purpose;
5. In the circumstances exposed our client to a foreseeable and unnecessary risk of injury of the type which occurred;
6. Vicariously liable for the acts and omissions of your staff.

Furthermore, our client considers that the accident is of a kind which should not occur, in the ordinary course of events. Accordingly, it is alleged the very fact of the accident is evidence of your negligence. If you contend otherwise, please explain why.

We consider this summary is sufficient for the claim to be investigated, and a decision on liability given, so that the timescale provided for under the Protocol has started to run. We would remind you that if you contend otherwise, we should be advised accordingly within 21 days of this letter.

Unless liability is fully admitted we will expect disclosure of documents, in accordance with the Protocol, to be given. Compliance with this aspect of the Protocol will also ensure that all relevant documents are preserved.

Given the background to the matter, as already set out in this letter, we consider documents within the following categories are relevant and that, accordingly, copies should be supplied to us which, in accordance with the Protocol, should be provided without making a charge.

If liability is denied, please provide:

1. All complaints and negative feedback made in relation to this specific food processor;
2. All correspondence between you and your suppliers regarding this food processor;
3. Correspondence with any relevant authority in relation to this food processor;
4. Details of why the food processor was withdrawn from sale;
5. Details of complaints made against your sales assistant;
6. The instructions for the food processor;
7. Pictures of what the food processor was meant to look like upon purchase;
8. Investigations in relation to this food chopper;
9. All memos and instructions to staff in relation to the sale of food choppers, food processors and associated products;
10. Instructions to staff on the sale of products without instructions;
11. Post-claim investigation;
12. Instructions to staff in connection with the sale of display products.

If there are documents, within these categories, you contend are privileged please state the grounds of the claim for privilege and identify the documents with sufficient detail for us to assess the validity of the claim for privilege.

Should you fail to give disclosure, insofar as that is required by the Protocol, we reserve the right to make appropriate application to the court, whether pre-action or in the main action. We will also, if necessary, draw the content of this letter to the court’s attention at a later stage should any document not be preserved on the basis that, having specifically requested the same at this stage, any disposal of documents would be a deliberate non-compliance with the obligations to the court both under the Protocol and the Civil Procedure Rules.

We should like to get liability dealt with as quickly as possible, hence the request for information already made in this letter, so that we may move on, we hope, to negotiations on quantum.

Presently, we can only summarise, under broad heads, the nature of our client’s claim.

**General damages**

Our client has suffered injury to two fingers on her left hand which required an operation. This is, however, just a summary and should not be regarded as a comprehensive description of the injuries pending receipt of expert medical opinion.

We wish to obtain medical evidence and would suggest the instructions of a Consultant Hand Surgeon.

We propose to submit instructions through a medical agency as we anticipate that will assist in making the necessary arrangements for obtaining medical evidence.

**Expenses and losses**

We expect the claim for expenses and losses will include the following heads.

(i) Various claims for losses and expenses;

(ii) Care and assistance.

(ii) Loss of enjoyment of a holiday to Cyprus.

(iv) Future loss of earnings.

We will provide further details in due course and meanwhile it may be helpful if we indicate our preliminary view is that this claim will be suitable for the Multi-Track.

We confirm that we will provide your insurers with appropriate details for the claim to be reported to the CRU.

We should like to see if it is possible to resolve, or at least narrow, any issues by ADR. We consider the appropriate means of ADR to be negotiation, though please let us know if you contend any other method to be suitable. Accordingly, we hope you will comply with your obligations under the pre-action protocol and act on our invitation to negotiate within its framework. Should you decline to do so we do reserve the right to refer to this, and further relevant, correspondence when seeking any orders that may be necessary from the court, on case management, and also in connection with the costs of any specific application and, indeed, the matter generally.

We consider that this letter commences the timetable applicable under the pre-action protocol and, accordingly, would ask for an acknowledgment of this letter, from you or the relevant insurers, within 21 days and a decision on liability by 3 months at the latest.

We look forward to receiving a response to this letter of claim in accordance with the pre-action protocol.

Yours faithfully

**TRUTH LEGAL**

Enc: Receipt