



Claims signposting

# General damages and special damages

**Making claims clear**





# Making claims clear.



At AXA, we want to make dealing with us simple and trouble free, so you can get back on your feet as soon as possible after a loss.

We know the last thing you need when you make a claim is to find any surprises in your policy conditions or get tied up in legal language.

We've put this guide together to help you understand what is and isn't covered by your insurance and what you can expect from us.



# Personal injury claims



Personal injury claims, particularly third party claims, can be complicated and drawn out.

They are certainly not the easiest claims to settle quickly but AXA will do everything possible to settle these as quickly and fairly as we can.

The bulk of personal injury claims revolve around the assessment and settlement of damages.

We are often asked what the difference between general and special damages is.

This guide will help explain the difference and give you much clearer view of which applies to your case.



# General damages

General damages are awarded for pain, suffering and the impact on the claimant's life and livelihood.

This is the agreed award that reflects the nature and extent of past, present and future physical and psychological symptoms suffered by a claimant as a result of the incident. In other words, it is a valuation of the financial award required to compensate the claimant for the impact on their life and livelihood.

It is a subjective evaluation, which largely depends upon such things as the type of injury, how severe it is, how long the impact of the injury is likely to last. We also consider any complications that result from the injury.

So a back injury where the claimant fully recovers after three months will attract a lower general damages compensation amount than another that largely recovers after nine months and has lingering ongoing symptoms. The severity of the impact on a person's life is reflected in the damages awarded.

Within this general damages award, there may be an amount to reflect loss of amenity. This compensates for an inability or restriction in carrying out day to day tasks e.g. shopping, housework, hobbies.

## Examples

An injury may make it difficult for the claimant to find work or they may find it harder to secure other similar employment were they to find themselves out of work.

A claimant may have lost time off work and suffered loss of earnings as a result. The actual loss can usually be calculated by reference to previous earnings just before the loss and scaled to reflect the time off work due to the injury.



# Special damages

Special damages are more measurable losses that are often more straightforward and less subjective than general damages.

They can be more easily evidenced and in some instances mathematically calculated.



## Other special damages include losses such as:

- Damage to clothing.
- Loss of earnings.
- Medical treatment costs arising due to the injury.
- Insurance excesses.
- Car hire.

## Special damages can be both Past or Future

Past losses are the losses incurred from the date of accident to the date of a trial or an assumed date of trial as not every claim will result in a trial.

Futures losses are those incurred after the date of trial into the future depending on the severity of the injury.



## In summary



In their simplest definitions, special damages are financial awards that can be calculated with greater accuracy and reflect specific losses that can be measured.

When there are little or no specific measurements of what impact the injury has had on a person these are called general damages. General damages is a compensation award for pain and suffering. A judgement is not necessary for these damages to be awarded as claims handlers will make these assessments and offers of settlement pre-litigation.



# Get in touch

If you have any questions about this document, please get in touch with your usual AXA contact or your insurance broker.





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