

Name: [REDACTED] Membership no: [REDACTED]

1. Competency: 2 Learning Outcome: 2.5 Represent a client through effective use of communication and other skills.	
2. Evidence provided: Attendance note of mediation 	
3. Outline how the evidence demonstrates you meet the outcome Identify the information needed from the client to represent them: I required sanction from the client to settle the claim up to a certain amount. I emailed the client to obtain sanction for settlement. Represent your client using legal and professional skills: I represented my client during a small claims telephone mediation in an attempt to reach settlement of the claim. The attendance note demonstrates the representations that I made on the client's behalf by using verbal communication to set out the client's position and try to negotiate settlement.	
4. Reflection and evaluation (what you learnt from the activity you undertook to meet the outcome). Note: you may want to complete this section at a later date once you have had time to reflect on your practice and experience. I learnt the importance of being prepared to set out your client's case if you are representing them against another party. In this matter I had reviewed the pleadings and considered wider issues before the mediation so that I could represent the best interests of my client.	
5. Completion date: 11 May 2015	
6. Signed (applicant) [REDACTED]	Date: 11/5/2015
7. Signed (supervisor) [REDACTED]	Date: 14/5/15.

Attendance note for Small claims mediation - 11 May 2015 2 pm - 3 pm

v

Mediator: [redacted]
[redacted] and [redacted]

SA said that the Claimant is claiming [redacted] SA provided the following breakdown:

- Policy premium: [redacted]
- Interest at 8% [redacted]
- Less tax: [redacted]
- Sub-total [redacted]
- Plus costs for issuing [redacted]
- Fixed costs [redacted]
- Total [redacted]

The Claimant is asking for the full sum on the basis that she didn't ask for the PPI in the application form and there is no evidence of the telephone conversation.

HM said that the Bank's position is that the Claimant chose to take out PPI during a telephone call and she wanted it to be added to her account. The Claimant received the policy document and bank statements after taking out the PPI which confirmed it was taken out, therefore she was aware of it. The policy document confirmed that she could cancel the PPI at any time, however she chose not to dispute it until November 2013, over five years after the PPI was taken out. If the Claimant did not want PPI then why didn't she raise it sooner?

HM said that the Bank does want to settle this matter and is willing to put forward an offer to avoid the costs and time of going to a hearing. The Bank is willing to offer a sum of [redacted] in full and final settlement of this claim.

SA said that she doesn't think the Claimant is going to accept this on the basis that the legal fees incurred are [redacted], which only gives an extra [redacted] on the value of the claim. HM said that there are wider issues to consider in this case. We have dealt with the Claimant's Solicitors before and the Bank's position is that the claim shouldn't have been brought in the first place. If the Bank thought it was liable then it would pay out. HM said that we would be willing to increase the offer marginally to [redacted]. SA said she would go back to the Claimant.

When SA returned [redacted] was interrupted by a fire drill and we had to abort the call. HM quickly explained the situation and SA said she would call back in 20 minutes.

SA called back. SA said that the Claimant has put forward a minimum offer that they are willing to accept - [redacted] plus fees of [redacted] = [redacted]. HM said that the Bank is not willing to go to that level on the basis that the Claimant should not have brought the claim in the first place and therefore should not have incurred the legal costs. HM said the Bank is willing to meet in the middle and increase the offer on a commercial basis to [redacted] but that is the highest that she can go to. SA said she would go back to the Claimant.

~~SA called back.~~ SA said sue to the earlier interruption due to the fire drill she cannot now contact the claimant. SA will call back later.

SA called back. SA said that the absolute minimum the Claimant is willing to accept is [REDACTED]. The Claimant thinks that it has got a strong case on the basis that there is absolutely no evidence that a telephone conversation took place and the application form states that the Claimant did not elect for PPI. SA said that the difference between the Claimant and the Bank is [REDACTED], therefore SA encourages the Bank to take a pragmatic approach to avoid further Court time and costs.

HM said the Bank does wish to avoid further Court time, however it thinks that [REDACTED] is a good offer on a claim which shouldn't have been brought in the first place. HM reiterated the wider issues with this firm in bringing unfounded claims and the Bank would have paid out if it felt that it should have done. HM said that the telephone conversation took place in 2007 therefore the Bank is unlikely to have a recording but the Bank can evidence that the telephone call took place between the Claimant and the Bank. HM said this evidence is not provided in the defence but the Bank can provide it before the hearing by way of a witness statement. HM also commented that Defence is signed by a statement of truth therefore the Claimant must accept that this is the Bank's position.

SA said that as the parties cannot reach an agreement the case will proceed to a small claims trial. SA said the case will now filter through to the local County Court and the parties will receive notification of the trial in due course.