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## Hywel Evans

Called: 2018 (Solicitor 2014-2018)  
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### Practice Overview

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Hywel's practice area encompasses all civil work focusing mainly on Personal Injury and Clinical Negligence. His years as a solicitor (qualified April 2014) enable him to better understand the aims, difficulties and desires of his professional clients. He has over a decade's experience of law. Hywel's practice and experience allows him to appear against barristers far senior to his call, including QC, and before High Court and Circuit Judges. He has a national practice, appearing regularly in courts in London, and travels the country for client visits/hearings.

Hywel accepts instructions for all civil litigation including clinical negligence, inquests, fatal accidents, industrial disease, RTA, H&S breaches, EL/PL and OLA claims. His most recent Trial experience includes claims under the OLA, H&S regs, Highways Act (defect cases), holiday sickness claims and claims under the Animals Act (successfully suing the owner of a dog who bit the Claimant under both the Animals Act and in common law negligence). His RTA work covers all areas including quantum, credit hire, LVI, Fundamental Dishonesty and more often liability disputes. His experience as a solicitor gives him an in depth understanding of costs (including drafting and negotiating Precedent Hs). He regularly appears in CCMCs and CMCs.

With his background in medical sciences and his work as a Serious/Catastrophic Injuries Solicitor, Hywel's interests lie in Clinical Negligence claims along with brain injury (including subtle brain injuries (mTBI)), fibromyalgia and Complex Regional Pain Syndrome claims. His article on CRPS was published in the Journal of Observational Pain Medicine [Vol 1, No. 4 (2014)]. He accepts work on behalf of both Claimants and Defendants giving him a balanced and objective approach. He is often in court with a wealth of advocacy and trial experience. He leads conferences, drafts written advices and pleadings including Schedules of Loss in excess of £1M.

#### Notable and Reported cases

- AH v AESE Ltd

Hywel represented the Claimant (C) regarding his claim for PPI under the Consumer Credit Act. C did not attend the final hearing, but Hywel successfully submitted the trial could still proceed in his absence, notwithstanding the Defendant (D) seeking the matter be struck out. Hywel successfully rebutted D's next argument that the matter had been compromised by way of C accepting a redress payment, relying on Foskett's four principles of compromise and Arrale v Costain. The judge accepted C's submissions that the relationship was unfair, given the commission rose as high as 90%, with reliance on Plevin v Paragon, and awarded damages at 90% of the entire PPI premium and contractual interest, as the judge considered C would still have benefitted from the policy. Hywel also obtained statutory interest at 5%.

- NLBD v SBHB



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Hywel instructed on behalf of the Claimant (C) in respect of her claim for PI when she was assaulted by a patient with mental health needs whilst in the employ of the Defendant (D). Hywel drafted the Particulars of Claim citing, with reliance on the patient's notes, a failure by D to provide an adequate number of staff, and an adequate number who had been trained properly, a failure to heed previous incidents and a failure to properly risk assess or medicate the patient. D formally denied liability in the Defence. Hywel thereafter dealt with the CCMC, upon the matter being allocated to the MT, and advised C at conference on liability, the medical evidence and settlement negotiations. Following the advice, D entered into negotiations and C successfully settled the matter for quantum only.

- ES v BH Ltd

Hywel represented the Claimant (C) in her injury claim against her employer where she was struck by a minibus driven by her colleague. C had exited the minibus and walked behind it to help a service user alight in her wheelchair. As C attended to the service user, her rear was behind the back of the bus, unbeknownst to the Defendant driver, who reversed and caused her injury. Liability was settled at 85/15 in C's favour. Prior to Hywel's involvement, the matter initially proceeded via the portal for low value injury claims. Proceedings were issued limiting the claim to £3,000 and then later £25,000. Following Hywel's advice on the medical evidence, the medical expert agreed C likely developed a somatoform disorder as a result of the accident. Hywel thereafter drafted the Schedule of Loss and the claim settled for £65,000 gross.

- BB v NM

Hywel instructed on behalf of Claimant (C) in an injury claim arising out of an RTA. C suffered tinnitus and hearing loss. Hywel advised at conference with medical experts, following D offering £20,000. The ENT expert considered C would likely have needed hearing aids in any event for pre-existing tinnitus, but that the hearing loss was solely due to the accident. Following the conference, the claim settled for £27,500.

- CP v TDTR

Hywel acted on behalf of Defendant (D) defending a claim whereby FD allegations were alleged against a Claimant (C) for their description of the accident and presentation of her injuries. Prior to the Trial, C sought to vacate the Trial and for relief from sanctions for failure to file Orthopaedic evidence. Hywel successfully argued the matter should not be vacated, but also the case should be struck out for C's failure to file a witness statement or Orthopaedic evidence in time. Given the failings were that of C's solicitors they were ordered to pay D's costs of the action on the indemnity basis.

- GF v LL

Hywel acted for Claimant (C) at CCMC. Defendant (D) were late filing their cost budget, pursuant to CPR r. 3.13, and budget discussion report. Hywel submitted D should be limited to court fees only, per CPR r. 3.14, or, if relief was granted, sanctions should apply as per *Intellimedia Systems Ltd v Richards* [2017] ChD 1 February 2017, Warren J, unrep. Court agreed with the alternative and ordered D's budget to be recorded as agreed, but later reduced by 25% and for D to pay C's costs of the hearing on the indemnity basis.

- CE v AI Ltd

Hywel acted on behalf of a Claimant (C) in an injury claim arising out of an RTA. The Defendant (D) alleged C was fundamentally dishonest and that the accident was a low velocity impact (LVI) thus could not have caused an injury. Hywel successfully represented C and judgment was entered in his favour. Further, C successfully beat his own part 36 offer at Trial attracting cost consequences pursuant to CPR r 36.21 and 36.17



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- MD v JG

Hywel instructed on behalf of Claimant (C) in a contractual dispute with Defendant (D). C alleged a contract existed between him and D for D to provide pension advice and prepare an application to transfer his pension for a higher annuity. D disputed and suggested there was no contract and that his actions, for which he was paid, did not amount to him giving advice or entering into a formal contract to advise in respect of pensions, for which he would have needed formal accreditation, which he accepted he did not have. Court agreed a formal contract existed, that it was for the purpose of providing pension advice and that, consequently, D had misrepresented himself by holding himself out to be a pension advisor when he did not have the relevant credentials. The contract was set aside pursuant to the Misrepresentation Act 1967.

- CW v MB

Hywel represented Claimant (C) where he was injured as a result of a dog bite. C was walking along a street and as he turned a corner, was met by D and his Alsatian. C accidentally stood on the dog's paw which caused the dog to bite him. The court accepted, pursuant to the Animal Act, that the damage caused by the dog was likely to be severe and this characteristic was so found in dogs at particular times. Under cross examination, the court accepted the characteristics were known to the keeper (D). Whilst the case under the Animal Act failed, as D were afforded a defence pursuant to s. 5(1) (that C contributed to his own injuries), the court allowed the claim under negligence. Liability assessed at 50/50 and damages awarded to C for his injuries. As the matter did not follow the EL/PL protocol, standard based costs applied.

## Education & Qualification

- Solicitor: April 2014 – September 2018
- University of Glamorgan (LPC) 2009-2010
- University of Glamorgan (CPE) 2008-2009
- University of Wales, Swansea (BSc. Medical Sciences & Humanities) 2005-2008

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