

**IN THE COUNTY COURT AT DONCASTER**

Doncaster Civil Justice Centre North  
College Road  
Doncaster, DN1 3HT

Date: Friday 6<sup>th</sup> August 2021

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**Before:**

**DEPUTY DISTRICT JUDGE MASHEDER**

**Between:**

**DENTON**

**- and -**

**MS AMLIN UNDERWRITING**

**Claimant**

**Defendant**

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**MRS EMMA BEAZLEY for the Claimant**  
**MR TOBY STEWART for the Defendant**

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**DRAFT JUDGMENT**

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**JUDGE MASHEDER:**

1. There seems to be a clash here of the provisions of the Third Parties (Rights against Insurers) Act 2010 and the provisions in Part 36 of the Civil Procedure Rules. I have listened very carefully to the details with regard to the way matters have unfolded. I was also fortunate enough to have time this morning to read through the papers very carefully.
2. Of course, it is easy to be wise after the event. It seems to me, and this is my analysis, that the second defendant was a party to the claim. Of course, the second defendant was effectively standing in the shoes of D1, subject, of course, to the provisions of the Third Parties (Rights against Insurers) Act 2010.
3. D2 being a party to the claim decides to make a Part 36 offer. In my view, that Part 36 offer itself is unambiguous. It is clear. The sum that is being offered is the sum of £8,250. Of course, there is a reference to gross and there is a reference to net being one and the same, but that relates to the nil CRU benefits.
4. Clearly, the claimant's solicitors thought it appropriate to query the offer. That was responded to by the second defendant's solicitors, but it does not really appear until some time after the event that the deductible applicable under the insurance policy is brought to light.
5. My view is that D2 is a party to this claim. D2 chooses the Part 36 procedure and makes a Part 36 offer. It seems to me that it is the Part 36 procedure that governs that offer. It is a procedure that is one that, effectively, stands alone, in my view.

6. If the second defendant was going to settle the claim or intended to settle the claim for a low amount, taking account of the £1,000 which I think at the end of the day is the appropriate figure for the deductible, then it seems to me that what D2 should have done was perhaps used another method and there are a variety of methods for doing that.
  7. But, having chosen the Part 36 procedure and that offer of £8,250 having been accepted, then my view is that, in the circumstances, the claimant was quite entitled to proceed as it did and invite the court to enter judgment. It follows from what I have said that the second defendant's application will be dismissed.
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