BRITISH COAL RESPIRATORY DISEASE LITIGATION

(C.O.P.D.)

CLAIMS HANDLING AGREEMENT (ENGLAND AND WALES)

BETWEEN THE

DEPARTMENT OF TRADE & INDUSTRY

AND THE

BRITISH COAL RESPIRATORY DISEASE LITIGATION CLAIMANTS SOLICITORS GROUP (CSG)

24th SEPTEMBER 1999
AMENDMENT 20th December 2005

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Introduction

1. Several Plaintiffs have brought claims for personal injury, loss and damage against British Coal Corporation (BCC), alleging that various respiratory illnesses were caused by tortious exposure to mixed mine dust and/or fumes during the course of the Plaintiffs' various employments with BCC at various dates from 1947 onwards.

2. The said Plaintiffs' claims were brought together as a group and made the subject of directions styled the "British Coal Corporation Respiratory Disease Litigation" (BCRDL) by Order of the Honourable Mr Justice Turner dated 21 December 1995 and by related Orders.

3. The BCRDL was tried by way of eight lead actions and judgment given on 23 January 1998.

4. As at **the close of the scheme on 31 March 2004, 579,075** claimants have lodged claims.

5. The occupational health liabilities to which the BCRDL relates were transferred from BCC (and certain of its wholly owned subsidiaries) to the Secretary of State for Trade and Industry on 1 January 1998 by way of a Restructuring Scheme made under Section 12 (2) of the Coal Industry Act 1994.

6. The Parties have agreed a procedure for the fair, consistent and expeditious assessment of claims, and for the payment of damages where appropriate.

7. It is the intention of the Parties to settle claims under the following Agreement. Whilst procedures for the resolution of disputes are provided for it is intended that they shall be used infrequently.

ACCORDINGLY the Parties agree that the DTI will offer the following terms for the disposal of claims to Claimants represented by members of the BCC Respiratory Disease Litigation Solicitors Group ("CSG"). If the DTI wish to offer different terms to third parties within England and Wales (save by reason of Court Order or in compromise of a litigated claim in England and Wales) they may do so only if those terms are first offered to the CSG. It is acknowledged that neither the DTI nor the CSG will enter into any confidential arrangements with third parties.

Definitions

Additional Medical Report means a report supplementing the Claimant's Medical Report obtained in accordance with paragraphs 5 or 6 of this Agreement.

BCC means the British Coal Corporation and any of its wholly owned subsidiaries or entities.

British Coal Corporation Respiratory Disease Litigation Solicitors Group ("CSG") means those firms listed in Schedule 1 Annex 1 hereto or who subsequently join the said group.

BCRDL means the British Coal Respiratory Disease Litigation.

BCC Mine means an underground coal mine operated by BCC (see also the definition of "Coal Mine").

Capita means Capita Insurance Services which is a division of Capita Group plc whose registered office is situate at 71 Victoria Street, Westminster, London, SW1H 0XA - registered number 2777642. The office**s** to which ~~all~~ correspondence should be addressed ~~is~~ **are as follows and as appropriate**:

Capita	**Capita**	**Capita**
Queens House	**Riverside House**	**Arkwright House**
105 Queen Street	**31 Cathedral Road**	**Parsonage Gardens**
Sheffield S1 1GN	**Cardiff CF11 9HB**	**Deansgate**
		Manchester M3 2LY

Note: The original claims handler appointed by the DTI was IRISC Claims Management Limited. Capita took over this role in February 2004.

CB-Only Payment means a payment of compensation made in accordance with Schedule 7, Annex 8a.

Claimant means a person bringing a claim in accordance with this Agreement.

Claimant's Medical Report means the medical report commissioned by the Claimant or the Claimant's Representative on his behalf before the date of this Agreement or before the Claimant's Representative became aware of this Agreement.

Claimant's Representative means the CSG solicitor acting on behalf of the Claimant in the BCRDL.

Claims Register means the Register defined in paragraph 2 of the Order of 1st October 1998.

Claims Registration Form means the appropriate form in Schedule 3.

Co-Habitee means a dependant as defined in The Fatal Accidents Act 1976 section 1(3)(b).

Coal Mine means any underground coal mine other than a BCC Mine.

Coal Mining Contractor Defendants ("CMC Defendants") means those companies contracted to BCC who employed men underground in BCC Mines.

Coal Mining Related Defendants ("CMR Defendants") means any co-defendant other than DTI/BCC or a CMC Defendant engaged in coal mining operations from time to time.

Coal Workers Pneumoconiosis Scheme ("CWPS") means the compensation scheme agreed between BCC and the mining trades unions, which became operative from 1st October 1974.

Commencement of Proceedings is deemed, for the purposes of limitation and/or interest, to be the date of entry of the Claimant onto the Claims Register.

Co-ordinating Group (CG) means the firms representing the CSG pursuant to Orders made by the Honourable Mr Justice Turner and listed in Schedule 1 Annex 2.

CRU legislation ("CRU") means The Social Security (Recovery of Benefits) Act 1997 and The Social Security (Recovery of Benefits) Regulations 1997 and any subsequent amendments.

Date of Receipt means, in the absence of evidence to the contrary, the next working day after the day of despatch of a letter or document properly addressed by first class post/document exchange.

Department of Trade and Industry ("DTI") means the department of state of that name.

Department of Work and Pensions ("DWP") means the department of state of that name.

Disputes Procedure means the procedure for resolving disputes set out in paragraph 67 of the procedure for handling claims.

Employment History means the full work history of a surviving mineworker or of a deceased mineworker.

Employment Summary means a document containing the Period of Employment.

Expedited Payment means any payment of compensation made in accordance with Schedule 10, Part I.

Expedited CB-Only Payment means a payment of compensation made in accordance with Schedule 10, Part II.

Interim Payment means a payment made to the Claimant prior to the settlement of the claim.

Letter of Claim means the initial letter intimating a claim or the completed Claims Registration Form (see Schedule 3) or notification of a claim via the Coalclaims.com website whichever is the earlier.

Mediatees means, in a dispute referred to mediation in accordance with paragraph 67 of the Procedure for Handling Claims, the DTI and the Claimant.

Medical Assessment Process ("MAP") means the procedure for the medical examination and assessment of each individual Claimant either for COPD or CB-Only as more particularly described in Schedule 7 (Annexes 7a, 7b, 8a and 8b) or the procedure for medical assessment of each deceased mineworker's claim pursuant to Schedule 8, Annex 4a.

MAP Medical Report means the report prepared pursuant to Schedule 7, Annex 7b and 8c or the report pursuant to Schedule 8, Annex 4b.

~~**Mixed Worker** means any surface worker employed in a Surface Dusty Occupation as set out in Schedule 12 who has also spent at least five years employment underground in a BCC coal mine.~~

Non-lead Litigated Claims means those listed in Schedule 1 Annex 3.

Non-mining Related Defendants ("NMR Defendants") means any co-defendant who employed men in other industries where men were likely to be exposed to dust or harmful substances resulting in Respiratory Conditions.

Notice of Dispute means a written notice of intention to invoke the Disputes Procedure.

Party(ies) means the DTI and the CG.

Period of Employment means the Claimant's/deceased's **relevant** Period(s) of Employment underground in a BCC Mine or other Coal Mines.

Period of Employment (Expedited Payment) Form means the document at Schedule 4, Annex 2.

Period of Employment Statement of Truth (Expedited Payment) means the document at Schedule 4, Annex 4.

Procedural Default means a breach of an agreed time limit as specified in Schedule 21.

~~**Pure Surface Workers means those workers with surface dust exposure who have spent less than 5 years working underground.**~~

Recoverable Proportion of Quantum Figure means the percentage of damages recoverable by the Claimant as calculated by the computerised dust model referred to in Schedule 12.

Respirator means any dust mask provided and approved for use by British Coal Corporation, designed to cover the mouth and nose and containing a filter or absorbing material inside. Note: In relation to disposable dust masks (namely 3M's, Martindales, Racal Dustoppers and Alpha Safety Sigmas), these were only approved for use from about 1982, although trials were undertaken in some Collieries before this date. The wearing of the disposable masks named above from 1982 when actually provided by British Coal, amounts to a respirator use which is within the above definition, but the use of rag, paper or other disposable masks does not.

Respiratory Conditions ("RC") means the conditions in respect of which the DTI will pay damages as more particularly defined in Schedule 2.

Respiratory Specialist ("RS") means:

a. A doctor who holds, or has held, the post of Consultant Physician with an interest in respiratory medicine in a National Health Service hospital; or

b. A doctor who holds a certificate of completion of specialist training (CCST) in respiratory medicine or who, under the previous training structure was certified by the Joint Committee on Higher Medical Training as being Accredited in Respiratory Medicine; or

c. A doctor who appears on the Specialist Register of the General Medical Council as a Specialist in Respiratory Medicine.

d A consultant in general medicine or occupational physician approved on an individual basis by the Medical Reference Panel and accepted by the Parties.

Screening Spirometry means initial spirometry as described at Schedule 7, Annex 1a.

Note: The original medical services provider was Healthcall with Elision as sub contractor. Healthcall was subsequently replaced by Schlumberger in November 2002. Atos Origin then took over the role from 31 January 2004.

Service Provider means a contractor (other than Capita) appointed by the DTI to deliver a service required by this Agreement.

Service means, in respect of service on the DTI, delivery of a document to Capita.

Supporting Documentation means the documents provided by Capita in support of the offer in full and final settlement of the claim, including the schedule showing the calculation of general and special damages, and where applicable, the CRU certificate, MPS/BCSSS records, information relating to VERS payments and CWPS records.

~~**Pure**~~**Surface Dust** ~~**Exposure** means exposure to mixed coal mine dust either at a BCC mine or a coal mine occurring exclusively on the surface thereof~~ **the following definitions apply:**

a) **Surface Dust Exposure – exposure to mixed coal mine dust, whether at a BCC coal mine, or other coal mine where the Claimant has worked only on the surface thereof;**

b) **Pure Surface Workers – those workers with employment on the surface only;**

c) **Mixed Workers – any surface worker employed on a surface dusty occupation as set out in Schedule 12, who has also spent five years or more employment underground in a BCC coal mine.**

Technician who undertakes spirometry means:

a) an individual who holds an MTO3 (Medical Technical Officer) post or an ARTP (Association of Respiratory Technicians and Physiologists) or BTS (British Thoracic Society) National Assessment; or

b) an individual who has been MTO trained with more than one year experience; or

c) an individual who has been MTO trained with less than one year experience but is supervised by someone on site who holds an MTO3 post or an ARTP or BTS National Assessment.

Variation Date means the 1st April 2000 and each anniversary thereof.

Joining the CSG

1. All firms of solicitors who are not members of the CSG who intimate a claim will be made aware by Capita of the CSG and given sufficient details to enable them to apply to join it. A specimen letter is at Schedule 22.

Procedure for handling claims

2. Capita has been appointed by the DTI to handle claims and any reference to action to be taken by Capita is deemed to include the DTI. Capita hereafter are a surrogate for the DTI.

3. All claims received by 1 October 1998 are deemed to be on the Claims Register pursuant to the Order of 1 October 1998. Claims submitted after 1 October 1998 shall contain the information and be in the format set out in the Claim Registration Form (Schedule 3, Annex a or b) and shall be provided to Capita by submission of a completed form or by electronic communication of the information or otherwise in a manner acceptable to both Capita and the Claimant's Representative. Where a Claimant gives notice of his claim, not using the Claim Registration Form and the information so supplied does not include all of the information required by the Claim Registration Form, Capita shall nevertheless register the claim, but shall at the same time notify the Claimant's Representative of the information that remains outstanding. Provision of the information required by the Claim Registration Form shall not delay any Claimant being called for screening spirometry, but a failure by a Claimant's Representative to complete all details required by the Form may delay the processing of the Claim thereafter.

4. All claims are registered on the Date of Receipt of notice of a claim received by Capita whether notice is given by a letter, in the claims registration form or electronically. Claims registered by each member firm of the CSG can be inspected on the Coalclaims.com website. A member firm of the CSG may call upon Capita to provide an extract of the Register listing their clients. Capita will provide that information within 28 days of the request, provided that the requests will be limited to a maximum of 4 in any 12 month period, unless otherwise ordered by the Court. The CG may call upon Capita to provide a complete copy of the Register and Capita will provide the same within 28 days, provided that such requests are limited to a maximum of 4 in any 12 month period, unless otherwise ordered by the Court.

Where a Claimant's Medical Report has been served (surviving or deceased mineworkers):

5. The Non-lead Litigated Claims identified in Schedule 1 Annex 3 will be resolved in accordance with the following procedure:

(a) Within 28 days of the date of this Agreement, Capita will:

(i) if it is able to do so, make an offer in full and final settlement to the Claimant in accordance with Schedule 11;

(ii) if it is unable to make an offer under (i) but is able to offer an Interim Payment in accordance with Schedule 13 on the basis of the Claimant's Medical Report, it will do so; and/or

(iii) if it is unable to make an offer under (i) but considers that it would be able to make an offer upon receipt of a satisfactory Additional Medical Report, it will draft a letter of instruction for the preparation of such a report and send a copy to the Claimant's Representative for agreement

and, if appropriate, request that the Claimant submit a completed Claim Questionnaire; or

(iv) notify the Claimant's Representative that no offer can be made on the basis of the Claimant's Medical Report and that the Claimant is required to go through the MAP or the procedure in Schedule 8 Part II, where appropriate.

(b) The letter of instruction commissioning the Additional Medical Report will:

(i) be directed to the author of the Claimant's Medical Report but, where the author is unable or unwilling to assist or by agreement between Capita and the Claimant's Representative, then to another appropriate medical specialist to be agreed between Capita and the Claimant's Representative;

(ii) request that the Additional Medical Report addresses only the issues set out in the letter of instruction, which will be limited to issues which are necessary to enable the claim to be settled;

(iii) instruct that the Additional Medical Report is to be provided without a further medical examination;

(iv) request that the Additional Medical Report be provided within 42 days and that when completed a copy thereof be sent to Capita and to the Claimant's Representative;

(v) be accompanied by copies of the relevant parts of the MAP;

(vi) enclose a copy of the completed Claim Questionnaire;

(vii) make it clear that the instructions are jointly on behalf of Capita and the Claimant's Representative and that Capita will pay the reasonable fee.

(c) Within 14 days of the Date of Receipt of a proposed letter of joint instruction, the Claimant's Representative shall notify Capita either:

(i) that the letter is agreed; or

(ii) of suggested amendments.

(d) If the notification referred to in (c) is not received within the time specified, the letter of joint instruction shall be deemed to be agreed.

(e) If notification is received under (c) (ii) Capita shall within 14 days either:

(i) incorporate the proposed amendments into the letter of joint instruction; or

(ii) contact the Claimant's Representative and attempt to agree the letter of joint instruction.

(f) As soon as the letter of joint instruction is agreed, Capita will commission the Additional Medical Report and send a copy of the letter of joint instruction to the Claimant's Representative.

(g) Within 28 days of the Date of Receipt of the Additional Medical Report or the completed Claim Questionnaire, whichever is the later, Capita will:

(i) if it is able to do so, make an offer in full and final settlement to the Claimant in accordance with Schedule 11;

(ii) if it is not able to make an offer under (i) above, notify the Claimant's Representative of the reasons and, where appropriate, that the Claimant will be required to go through the MAP or the procedure in Schedule 8, Part II;

(iii) if the reason it cannot make an offer is that it requires clarification of the Additional Medical Report, prepare a letter requesting such clarification

from the author thereof and send a copy to the Claimant's Representative for agreement.

(h) Within 14 days of the Date of Receipt of the proposed letter seeking clarification, the Claimant's Representative shall notify Capita either:

(i) that the letter is agreed; or

(ii) of suggested amendments.

(i) If notification is received under (h)(ii) Capita shall within 14 days either:

(i) incorporate the proposed amendments into the letter; or

(ii) contact the Claimant's Representative and attempt to agree the letter.

(j) If the notification referred to in (h) is not received within the time specified, the letter seeking clarification shall be deemed to be agreed.

(k) As soon as the letter seeking clarification is agreed, Capita will commission the clarification from the author of the Additional Medical Report and send a copy of the letter to the Claimant's Representative.

(l) Within 28 days of the Date of Receipt of the clarification referred to at (g)(iii) above, Capita will:

(i) if it is able to do so, make an offer in full and final settlement in accordance with Schedule 11;

(ii) if it is not able to make an offer under (i) above, notify the Claimant's Representative of the reasons and that the Claimant will be required to go through the MAP or the procedure in Schedule 8, Part II, where appropriate.

(m) If, in the case of a claim by a surviving mineworker, Capita is not able to make an offer as set out in (a)(i), (g)(i) or (l)(i):

(i) the Claimant will be required to go though the MAP (but not Screening Spirometry) and the claim will be prioritised for lung function testing in accordance with the procedure set out in Schedule 7, Annex 2; and

(ii) Capita will notify the Claimant's Representative of the prioritisation score and the approximate date of the Claimant's appointment for lung function testing and medical examination.

(n) If Capita is able to make an offer in accordance with a(i), g(i) or (l)(i), it will offer the Claimant the alternatives of accepting that offer or proceeding through the MAP in Schedule 7 or in Schedule 8, Part II as appropriate, with an Interim Payment in accordance with Schedule 13.

(o) An offer made in accordance with paragraph 5(a)(i), (g)(i) or (l)(i) shall, where appropriate, be subject to the CRU legislation and shall remain open for 42 days from the Date of Receipt of the offer, and, if not accepted within that period (subject to any extension of time that may be agreed by Capita and the Claimant's Representative), shall be deemed refused. Payment of any offer which is accepted shall be made by Capita within 14 days of the Date of Receipt of the acceptance of the offer and a duly executed Form of Discharge, together with interest as provided for by paragraph 61.

6. All other claims where a Claimant's Medical Report has been served will be resolved in accordance with the following procedure:

(a) Within 56 days of the Date of Receipt of the Claimant's Medical Report or the Date of this Agreement, whichever is the later, Capita will:

(i) if it is able to do so, make an offer in full and final settlement to the Claimant in accordance with Schedule 11 with the alternative of

accepting that offer or proceeding through the MAP in Schedule 7 or in Schedule 8, Part II, as appropriate, with an Interim Payment in accordance with Schedule 13;

(ii) if it is unable to make an offer under (i) but is able to, offer an Interim Payment in accordance with Schedule 13 on the basis of the Claimant's Medical Report, it will do so;

(iii) if it is unable to make an offer under (i), notify the Claimant's Representative whether or not the Claimant's Medical Report may form the basis for settling the claim on receipt of a satisfactory Additional Medical Report; and

(iv) if the Claimant's Medical Report is not to form the basis of settlement of the claim, notify the Claimant's Representative that he will be required to go through the MAP, or the procedure in Schedule 8, Part II, where appropriate. In the case of a surviving mineworker, the procedure shall be as provided for at paragraph 5(m).

(b) If the Claimant's Medical Report may, upon receipt of a satisfactory Additional Medical Report, form the basis for settling the claim, the Claimant will be requested to submit a Claim Questionnaire.

(c) Within 28 days of the Date of Receipt of the correctly completed Questionnaire in (b), Capita will send to the Claimant's Representative a copy of the draft letter of instruction commissioning the Additional Medical Report, and seek to confirm the Claimant's Employment History, following the procedure in paragraphs 14 to 18 and the guidelines in paragraph 50 of this Agreement.

(d) The letter of joint instruction commissioning the Additional Medical Report will:

(i) be directed to the author of the Claimant's Medical Report but, where the author is unable or unwilling to assist or by agreement between the parties, then to another appropriate medical specialist to be agreed between Capita and the Claimant's Representative;

(ii) request that the Additional Medical Report addresses only the issues set out in the letter of instruction, which will be limited to issues which are necessary to enable the claim to be settled;

(iii) instruct that the Additional Medical Report is to be provided without a further medical examination;

(iv) request that the Additional Medical Report be provided within 42 days and that a copy thereof be sent to Capita and to the Claimant's Representative;

(v) be accompanied by copies of the relevant parts of the MAP;

(vi) enclose a copy of the completed Claim Questionnaire;

(vii) make it clear that the instructions are jointly on behalf of Capita and the Claimant's Representative and that Capita will pay the reasonable fee.

(e) The procedure following receipt of an Additional Medical Report shall be as provided for at paragraphs 5(g) to (o).

(f) The procedure following an offer made in accordance with 6(a)(i) shall be as provided for at paragraph 5(o).

Where no Claimant's Medical Report has been served

Surviving mineworker's claim – Initial Procedure:

7. Surviving mineworkers' claims where no Claimant's Medical Report has been served will be resolved in accordance with the following procedure, unless the Claimant has limited his claim to a CB-Only Payment or Expedited CB-Only Payment in the Letter of Claim:

(a) Within 28 days of the Date of Receipt of the Letter of Claim or completed Claim Registration Form Capita shall:

(i) seek to obtain the following records:

Noise Induced Hearing Loss records, BCC training records and BCC accident records from the records repository, Hays Information Management, Cannock Record Centre, Old Mid Colliery Site, Rumer Hill Road, Cannock, Staffordshire WS11 3EX;

As soon as records are received in accordance with 7a(i) they will be copied to the Claimant's Representative and to Capita on disk.

(ii) obtain access to and review MPS and/or BCSSS records.

(iii) prioritise the claim for Screening Spirometry in accordance with Schedule 7 Annex 2;

(iv) arrange for the Claimant to undergo Screening Spirometry in accordance with his priority and with Schedule 7 Annex 1a to c;

(v) notify the Claimant's Representative of the Claimant's prioritisation score and the approximate date of his Screening Spirometry.

(b) As soon as the claim has been prioritised as in (a)(iii) above, Capita will seek to confirm that the Claimant's Period of Employment after 4th June 1954 is at least:

(i) ten years; but if not

(ii) five years; but if not

(iii) fifteen months.

and will, in any event, seek to confirm the full Period of Employment.

(c) Within 56 days of the Date of Receipt of the Letter of Claim/Claim Registration Form or of the date of this Agreement, whichever is the later, Capita will confirm whether or not the Claimant's Period of Employment is at least within (b) (i), (ii) or (iii). If Capita is not able to confirm a Period of Employment of at least 10 years, reasons will be given and any document relied upon in support of the Period of Employment contended for by Capita will be provided to the Claimant's Representative.

(d) Within 28 days of the Date of Receipt of the results of the Claimant's Screening Spirometry, Capita will:

(i) if the conditions applicable to Schedule 10 Part I are met, offer a sum in full and final settlement in accordance with Part I of Schedule 10; or

(ii) if the conditions to Schedule 10 Part I are not met, offer the Claimant a sum in full and final settlement in accordance with Part II of Schedule 10 if the conditions thereof are met, and

(iii) offer the Claimant the options of proceeding through the MAP with, if appropriate, an Interim Payment in accordance with Schedule 13 or, in the alternative, the option of applying for a CB-Only Payment in accordance with Schedule 7, Annex 8.

(e) If the Claimant wishes to claim a payment in accordance with Part I of Schedule 10 which has not been offered because a condition as to the Period of Employment has not been confirmed by Capita then Capita shall send the Claimant a Period of Employment (Expedited Payment) Form requesting any additional evidence of the type referred to therein which the Claimant may have to support his Period of Employment. If such documentation is not available but the Claimant nevertheless wishes to pursue his claim for an Expedited Payment he must complete and return a Period of Employment Statement of Truth (Expedited Payment). Within 28 days of the Date of Receipt of either the completed Period of Employment (Expedited Payment) Form or the completed Period of Employment Statement of Truth (Expedited Payment) and any further evidence provided to support the Period of Employment Capita will either confirm the Period of Employment contended for by the Claimant and make an offer in accordance with Schedule 10 Part I or deny the claim. If the Claimant's Period of Employment is not agreed the Claimant may invoke the Disputes Procedure or, alternatively, apply for a CB-Only Payment in accordance with Schedule 7, Annex 8.

Surviving mineworker's claim – Procedure on acceptance of an offer pursuant to Schedule 10 Part I (an Expedited Payment: COPD):

8. If a Claimant elects to accept an offer made pursuant to 7(d)(i) or (e) then the Claimant must forward to Capita a duly executed Form of Discharge (see Schedule 16).

9. A payment in full and final settlement pursuant to Schedule 10 Part I is not subject to set off provided for by the CRU legislation and shall be made within 14 days of the Date of Receipt of the acceptance of the offer by a duly executed Form of Discharge together with interest pursuant to paragraph 61.

Surviving mineworker's claim – Procedure following an offer pursuant to Schedule 10 Part II (Expedited CB-Only Payment):

10. If a Claimant wishes to claim a payment in accordance with Schedule 10 Part II, the Claimant must:

(a) complete and submit to Capita a Statement of Truth in the form at Schedule 10 (Annex 1); and

(b) complete and submit a duly executed Form of Discharge (see Schedule 16).

11. A payment in full and final settlement pursuant to Schedule 10, Part II is not subject to set off provided for by the CRU legislation and shall, if the Claimant is entitled to such payment, be made within 14 days of the Date of Receipt of a completed Statement of Truth or the Date of Receipt of a duly executed Form of Discharge, whichever is the later, together with interest pursuant to paragraph 61.

Surviving mineworker's claim – Procedure following an election to proceed to the MAP:

12. If the Claimant elects to proceed to medical assessment in accordance with the MAP (see Schedule 7), and if the conditions precedent to an Interim Payment as provided for by Schedule 13 are satisfied, then an Interim Payment shall be made by

Capita to the Claimant within 14 days of the Date of Receipt of his written notice of election. When such a payment is made Capita shall at the same time make a payment of interim costs to the Claimant's Representative, as provided for at Schedule 17. For the avoidance of doubt, from 14 July 2003 the provision by the Claimant to Capita of a completed Claim Questionnaire in the form in Schedule 5 shall be taken to be an election to proceed to medical assessment in accordance with the MAP, and will be deemed to be a rejection of the expedited offer. The Claimant shall be entitled to an interim payment under Schedule 13 if the conditions precedent to that Schedule are fulfilled. The claim will then proceed in accordance with paragraphs 13 to 26 below.

13. The Claimant shall then provide to Capita a completed Claim Questionnaire in the form in Schedule 5 and the mandates at Schedule 6. Capita will within 28 days of the Date of Receipt of the completed Claim Questionnaire:

(a) re-prioritise the claim in accordance with Schedule 7 Annex 2; and

(b) arrange for the Claimant to attend for lung function tests and medical examination in accordance with Schedule 7; and

(c) notify the Claimant's Representative of the Claimant's prioritisation score in accordance with Schedule 7 Annex 2 and the approximate date of the Claimant's lung function testing and medical examination; and

(d) make provision for the collection by the Service Provider of the medical and DSS records as provided for by Schedule 7, and;

(e) seek to confirm the Claimant's Employment History.

As soon as records are received in accordance with 13(d) they will be copied to the Claimant's Representative and to Capita on disk.

14. On receipt of a completed Claim Questionnaire Capita will prepare an Employment History, setting out Capita's contended for Employment History, together with a provisional Recoverable Proportion of Quantum pursuant to Schedule 12. The contended for Employment History will take into account the records collected pursuant to paragraphs 7 and 13 above, any documents provided by the Claimant and the provisions of paragraph 50 below. Where the documentary evidence of the Employment History is incomplete or does not exist, the Employment History will be based upon the Claimant's allegations as provided for by paragraph 50.

15. The Claimant shall respond to the Employment History within 28 days of the Date of Receipt. If no response is received by Capita within this period, then Capita will make an offer in full and final settlement of the claim based on the Employment History on receipt of the MAP Medical Report. However, the Claimant may challenge the Employment History at any time up to the date of acceptance of the offer and failure to respond to the Employment History within the 28 day period does not constitute agreement of the Employment History advanced by Capita.

16. For the avoidance of doubt, nothing in the procedure for agreeing an Employment History shall prevent either party from raising issues which may go to the valuation of special damages, such as whether or not the Claimant took lighter work or retired on medical grounds. Such issues shall be dealt with by Capita and the Claimant's Representative following the receipt of the MAP Medical Report.

17. Where the documentary evidence of the Employment History is incomplete or does not exist the parties may agree to postpone the agreement of the Employment History pending receipt of the MAP Medical Report and the medical records (see paragraph 18 below).

18. Where the Claimant disagrees with the Employment History, then the parties shall seek to resolve the outstanding issues within 42 days of the Date of Receipt of the Claimant's Representative's response to the Employment History. If the matter is not resolved within this period, then the Claimant's Representative may then either confirm acceptance of the Employment History or refer the matter to the Dispute Procedure in accordance with paragraph 67. If the matter is not referred to the Dispute Procedure within that period, then Capita will make an offer in full and final settlement of the claim based on the Employment History on receipt of the MAP Medical Report. However, the Claimant may challenge the Employment History at any time up to the date of acceptance of the offer and failure to respond in the 28 day period does not constitute agreement of the Employment History advanced by Capita.

19. Where a MAP Medical Report is received but pursuant to paragraph 16 the Employment History has yet to be agreed, the following will apply:-

(a) where the claim is limited to general damages, services, mobility, nursing care and miscellaneous special damages, and the claim does not involve a CMR Defendant as well as BCC, the formal agreement of an Employment History is unnecessary if the parties are able to agree the Recoverable Proportion of Quantum Figure to be applied to the damages;

(b) however, where the claim involves employment with a CMR Defendant or loss of earnings and pension loss, the Employment History must be agreed by the parties.

20. As soon as Capita has confirmed the Claimant's Period of Employment an Employment Summary will be prepared by Capita and sent to the Service Provider (ie of the Respiratory Specialist) together with a copy of the Claim Questionnaire and the medical and other records provided for above. A copy of the Employment Summary will also be sent to the Claimant's Representative. For the avoidance of doubt, the MAP may begin before the Employment History is confirmed as required by Schedule 12, provided that the Period of Employment is agreed.

21. Following completion of the MAP Medical Report the Service Provider will simultaneously provide a copy, and a complete set of any additional medical records made available to the Respiratory Specialist on request (by him/her) during the MAP, to the Claimant's Representative and to Capita.

22. Where there has been a MAP assessment by the Respiratory Specialist but he has not had sight of any of the records from the following record holders: Hospital/BCC/DWP/GP records, Capita or the Claimant's Representative may ask for collection of the records. Hospital records will be collected by the MAP Service Provider where Capita or the Claimant believes that they may contain information which is not reported or accurately reflected in the GP records, in accordance with the Additional Medical Records Protocol contained within Schedule 7 Annex 10.

23. Within 28 days of the Date of Receipt of the MAP Medical Report Capita shall:

(a) make an offer, in the form in Schedule 16, in full and final settlement of general damages in accordance with Schedule 11. The offer will be accompanied by a copy of the Employment History; or

(b) deny the claim, giving reasons.

24. Within 42 days of the Date of Receipt of the MAP Medical Report Capita shall:

(a) make an offer, in the form in Schedule 16, in full and final settlement of special damages and/or future loss in accordance with Schedule 11, with Supporting Documentation; or

(b) inform the Claimant's Representative that special damages and/or future loss require individual calculation and, within a further 42 days will be required to either make an offer in full and final settlement of special damages and/or future loss in accordance with Schedule 11 or advise the Claimant's Representative of the reasons (other than (c) below) why an offer cannot be made; or

(c) deny the claim for special damages and/or future loss giving reasons.

25. An offer made in accordance with paragraph 23 shall not be subject to set off pursuant to CRU legislation and shall remain open for 42 days from the Date of Receipt of the offer, and, if not accepted within that period (subject to any extension of time that may be agreed by Capita and the Claimant's Representative), shall be deemed refused. Payment of an offer which is accepted shall be made by Capita within 14 days of the Date of Receipt of acceptance of the offer together with interest as provided for by paragraph 61.

26 An offer made in accordance with paragraph 24 will be subject to the CRU legislation and shall remain open for a period of 42 days from the Date of Receipt of the offer, and, if not accepted within that period (subject to any extension of time that may be agreed by Capita and the Claimant's Representative), shall be deemed refused. Payment of an offer which is accepted shall be made by Capita within 35 days of the Date of Receipt of acceptance of the offer together with interest as provided for by paragraph 61.

Surviving mineworker's claim – Procedure on election to pursue CB-Only claim:

27. If a Claimant accepts an offer pursuant to paragraph 7(d)(iii) or (e) or otherwise elects to apply for a CB-Only Payment:

(a) the Claimant shall respond to the offer pursuant to paragraph 7(d)(iii) or (e) or give notice of election at any time prior to medical examination in accordance with the Medical Assessment Process. If such notice is given prior to Screening Spirometry then paragraphs 7 to 26 hereof shall be disapplied;

(b) unless already provided the Claimant shall provide to Capita a completed Claim Questionnaire in the form in Schedule 5 together with the mandates at Schedule 6.

28. Capita will within 28 days of receipt of the completed Claim Questionnaire:

(a) prioritise the claim in accordance with Schedule 7, Annex 2;

(b) notify the Claimant's Representative of the Claimant's prioritisation score and the approximate date for assessment of the claim; and

(c) make provision for the collection by the Service Provider of the medical and DWP records required by Schedule 7; and

(d) seek to obtain those other records provided for by paragraph 7 and paragraph 13 above; and

(e) prepare the Claimant's Employment History.

As soon as records are received in accordance with 28(c) and/or 28(d) they will, be forwarded to the Claimant's Representative and Capita on disk.

29. The Parties will then follow the procedure laid down in paragraphs 14 to 18 above.

30. Where a CB-only MAP Medical Report is received but pursuant to paragraph 19 the Employment History has yet to be agreed, the formal agreement of an Employment History is unnecessary, if the parties are able to agree the Recoverable Proportion of Quantum Figure to be applied to the damages. However, where the claim involves employment with a CMR Defendant then unless all parties are able to agree the Recoverable Proportion of Quantum Figure, the Employment History must be agreed by the parties.

31. As soon as Capita has confirmed the Claimant's Period of Employment an Employment Summary will be prepared and sent to the Respiratory Specialist together with a copy of the Claim Questionnaire and the medical and other records provided for by Schedule 7, Annex 8. A copy of the summary will be sent

simultaneously to the Claimant's Representative. For the avoidance of doubt, the MAP may begin before the full Employment History is confirmed as required by Schedule 12, provided that the Period of Employment is agreed.

32. Following medical assessment in accordance with Schedule 7, the Service Provider will immediately upon completion of the MAP Medical Report by the Respiratory Specialist provide a copy, and a complete set of any additional medical records made available to the Respiratory Specialist on request by him/her during the MAP, to the Claimant's Representative and to Capita.

33. Where there has been a MAP assessment by the Respiratory Specialist but he has not had sight of any of the records from the following record holders: Hospital/BCC/DWP/GP records, Capita or the Claimant's Representative may ask for collection of the records. Hospital records will be collected by the MAP Service Provider where Capita or the Claimant believe that they may contain information which is not reported or accurately reflected in the GP records, in accordance with the Additional Medical Records Protocol contained within Schedule 7, Annex 10.

34. Within 28 days of the Date of Receipt of the MAP Medical Report and the Employment History being agreed, whichever is the later, Capita shall:

(a) make an offer of general damages in accordance with Schedule 11, in the form in Schedule 16, in full and final settlement of the claim; or

(b) deny the claim, giving reasons.

35. An offer made in accordance with paragraph 34(a) shall not be subject to set off pursuant to CRU legislation and shall remain open for 42 days from the Date of Receipt of the offer, and, if not accepted within that period (subject to any extension of time that may be agreed by Capita and the Claimant's Representative), shall be deemed refused. Payment of an offer which is accepted shall be made by Capita within 14 days of the Date of Receipt of the acceptance of the offer together with interest as provided for by paragraph 61.

Claimants Who Die in Process – Procedures:

36. When a Claimant dies after having registered the claim pursuant to paragraph 3, the procedure to be followed is that set out in Schedule 8 Part I.

Deceased Mineworker's Claim - Procedures:

37. Deceased mineworkers' claims where no Claimant's Medical Report has been served will be resolved in accordance with the following procedure:

(a) within 28 days of the Date of Receipt of the Letter of Claim/Claim Registration Form or the date of this Agreement, whichever is the later, Capita shall:

(i) prioritise the claim for assessment in accordance with Schedule 7, Annex 2;

(ii) notify the Claimant's Representative of the Claimant's prioritisation score and the approximate date of submission of the claim for assessment; and

(iii) seek to confirm the deceased's Period of Employment.

(b) The Claimant shall submit to Capita a fully completed Claim Questionnaire in accordance with Schedule 8, Part II, Annex 2, the mandates set out in Schedule 8, Part II, Annex 3, and, unless already provided, a copy of the deceased's death certificate, post mortem report, marriage certificate (if appropriate), Grant of Probate or Letters of Administration and, if available, evidence as to the cost of the deceased's funeral expenses.

(c) Within 28 days of the Date of Receipt of the documents provided for in (b) above Capita will:

(i) confirm that the claim is to be assessed in accordance with Schedule 8, Part II;

(ii) instruct collection by the Service Provider of the deceased's medical records required by Schedule 8, Part II, paragraph 12;

(iii) seek to obtain the records pursuant to paragraphs 7 and 13 above and review the records referred to in paragraph 7(a)(ii); and

(iv) seek to confirm the deceased's Employment History.

38. As soon as records are received or reviewed in accordance with paragraph 37(c)(ii) or (iii) they will, be copied to the Claimant's Representative and to Capita on disk.

39. Within 56 days of the Date of Receipt of the documents provided for in paragraph 37(b) above, Capita will:

(a) unless already paid then by way of an Interim Payment pay the appropriate sum as provided for in paragraph 2 or 3 of Schedule 13

subject to the provisions of Schedule 8, Part II paragraphs 2 to 6 or, alternatively, deny any Interim Payment with reasons; and

(b) if appropriate, offer a sum in satisfaction of funeral expenses in accordance with Schedule 8, Part II paragraphs 7 to 9.

40. If a payment cannot be made in accordance with paragraph 39 because Capita are unable to confirm the deceased's Period of Employment then Capita shall, within the 56 day period provided for in paragraph 39, request the Claimant to complete and return the form in Schedule 8, Part II Annex 5 together with the documents listed therein. Within 28 days of the Date of Receipt of that form and documents Capita will, if appropriate, make an Interim Payment as provided for in paragraph 39.

41. The Parties will follow the procedure laid down in paragraphs 14 to 18 in relation to agreeing the Deceased's Employment History.

42. Where a MAP Medical Report is received but pursuant to paragraph 17, the Employment History has yet to be agreed, the following will apply:-

(a) where the claim is limited to general damages, services, mobility, nursing care and miscellaneous special damages and the claim does not involve a CMR Defendant as well as BCC, the formal agreement of an Employment History is unnecessary if the parties are able to agree the Recoverable Proportion of Quantum Figure to be applied to the damages;

(b) however where the claim involves employment with a CMR Defendant or loss of earnings and pension loss, the Employment History must be agreed by the

parties**,** unless agreement can be reached by all parties on the Recoverable Proportion of Quantum figure.

43. As soon as Capita has confirmed the Claimant's Period of Employment an Employment Summary will be prepared and provided to the Service Provider of the Respiratory Specialists together with a copy of the Claim Questionnaire and the medical and other records provided for by Schedule 8 paragraph 12 and paragraph 7 and paragraph 13 above. A copy of the Employment Summary will also be sent to the Claimant's Representative. For the avoidance of doubt, medical assessment may begin before the Employment History is confirmed as required by Schedule 12, provided that the Period of Employment is agreed.

44. Following medical assessment in accordance with Schedule 8, Part II, Annex 4b, the Service Provider will, upon completion by the Respiratory Specialist of the MAP Medical Report, provide a copy to the Claimant's Representative and to Capita together with a complete set of any additional medical records made available to the Respiratory Specialist.

45. Where there has been a MAP assessment by the Respiratory Specialist but he has not had sight of any of the records from the following record holders: Hospital/BCC/DWP/GP records, Capita or the Claimant's Representative may ask for collection of the records. Hospital records will be collected by the MAP Service Provider where Capita or the Claimant believe that they may contain information which is not reported or accurately reflected in the GP records, in accordance with the Additional Medical Records Protocol contained within Schedule 7 Annex 10.

46. Within 28 days of the Date of Receipt of the MAP Medical Report or agreement of the EHS, whichever is the later, Capita shall:

(a) make an offer in the form in Schedule 16 in full and final settlement of general damages in accordance with Schedule 8; or

(b) deny the claim giving reasons.

47. Within 42 days of the Date of Receipt of the MAP Medical Report Capita shall:

(i) make an offer, in the form in Schedule 16, in full and final settlement of special damages where such damages can be calculated in accordance with Schedule 11 with Supporting Documentation; or

(ii) inform the Claimant's Representative that special damages and/or future loss will require individual calculation, and within a further 42 days will be required to either make an offer in full and final settlement of special damages and/or future loss in accordance with Schedules 8 and 11

(iii) or advise the Claimant's Representative of the reasons (other than (iii) below) why an offer cannot be made; or

(iv) deny the claim for special damages, giving reasons.

48. An offer made in accordance with paragraph 46(a) will not be subject to set off pursuant to CRU legislation and shall remain open for 42 days from the Date of Receipt of the offer. If not accepted within that period (subject to any extension of time that may be agreed by Capita and the Claimant's Representative), the offer shall

be deemed refused. Payment in respect of any offer which is accepted shall be made by Capita together with interest as provided for by paragraph 61 within 14 days of the Date of Receipt of acceptance of the offer or production of Letters of Administration or Grant of Probate, whichever is the later.

49. Any offer made in accordance with paragraph 47 will be subject to the CRU legislation and shall remain open for a period of 42 days from the Date of Receipt of the offer and, if not accepted within that period (subject to any extension of time that may be agreed by Capita and the Claimant's Representative), shall be deemed refused. Payment of an offer which is accepted shall be made by Capita together with interest as provided for by paragraph 61 within 35 days of the Date of Receipt of acceptance of the offer or production of Letters of Administration or Grant of Probate, whichever is the later.

Surviving/Deceased Mineworker's Claim – Confirming the Period of Employment/Employment History:

50. In determining whether or not the Claimant's/deceased's Period of Employment and/or Employment History is confirmed, the following guidelines will be adopted:

(a) where there is a conflict between records and the Claimant's account, there will be a rebuttable presumption that the records are correct;

(b) where there are no records in respect of the whole or part of the Claimant's/deceased's employment there will be a rebuttable presumption that the Claimant's/deceased's account of the period for which there are no records is correct;

(c) the object of the exercise is to confirm those aspects of the Claimant's/deceased's Period of Employment strictly necessary for an offer pursuant to Schedule 9, 11 or 13 or for medical assessment in accordance with Schedule 7 or 8 or for the calculation of a Recoverable Proportion of Quantum Figure pursuant to Schedule 12.

Patient Claims

51. Where the Claimant is a patient within the meaning of the Mental Health Act 1983, the additional procedures at Schedule 9 will also be followed.

Prisoners

52. Where the Claimant is imprisoned, the additional procedures at Schedule 7 Annex 9 will also be followed.

Fall back payments

53.

(a) Where a Claimant does not accept an expedited payment offered under Schedule 10 in full and final settlement; and

(i) The Claimant's disability is assessed by a Respiratory Specialist in accordance with the Medical Assessment Process; and

(ii) Following such assessment, the sum to which the Claimant is entitled by way of full and final settlement of his damages claim is equal to or

less than 75% of the expedited payment already rejected by the Claimant; and

(iii) The reason for this is that the Claimant's disability or the high degree of apportionment is predominantly due to:-

a. a co-morbid condition that was previously unknown to the Claimant or

b. a co-morbid condition which was known to the Claimant but the significance of which was not understood or

c. the Claimant's genuine failure to correctly recall his employment or smoking history

then the claim will be referred to the Disputes Procedure set out in paragraph 67 of this Agreement to determine the compensation to be paid to the Claimant.

(b) Where a dispute arises with regard to a fall back payment which is referred to a mediator under paragraph 67, the following will apply:

(i) The mediator will be made aware that if the low offer is a consequence of a high degree of apportionment due to exposure to dust prior to 4 June 1954 or, subject to paragraph 53(a)(iii), smoking, he should be cautious about recommending a revision to the offer; and

(ii) The terms of reference to mediation for the reconsideration of the amount of the offer will include referring the mediator to the sum that was offered pursuant to Schedule 11, the amount paid, if any, by way of interim payment and the circumstances or issues which give rise to the low offer having been advanced.

Time Periods

54. Where there is a Procedural Default:

(a) the Claimant is entitled to make an application pursuant to Schedule 21;

(b) following such an application, Capita and the Claimant's Representative should seek to agree, pursuant to the terms of Schedule 21:

(i) the period of default; and

(ii) the rate of interest, up to 10%, on any final offer of compensation made under this Agreement, that will apply to the period of default.

(c) if agreement is obtained, the Claimant will withdraw the application and the costs of making the application will be determined in accordance with Schedule 21 paragraph 8;

(c) if no agreement is obtained the Claimant is entitled to pursue the application pursuant to Schedule 21.

Indexation

55. The sums provided for in respect of the following shall be varied automatically on the "Variation Date" by the percentage by which the retail prices index shall have changed (as identified by Kemp and Kemp) between the period January to January of each year:

(a) Expedited Payments (Schedule 10, Part I)

(b) Expedited CB-Only Payments (Schedule 10, Part II)

(c) General Damages, (Schedule 11, paragraphs 1,2 and 3)

(d) Interim Payments (Schedule 13, paragraph 8 only)

(e) Funeral expenses (Schedule 8, paragraph 8)

(f) Handicap on the Labour Market (Schedule 11, paragraph 5)

(g) Services (Schedule 11, paragraph 35)

(h) Nursing Care – Domestic Assistance (Schedule 11, paragraph 38)

(i) Mobility (Schedule 11, paragraphs 40 and 41)

(j) Aids and Appliances (Schedule 11, paragraph 44). In relation to additional aids and appliances, refer to Schedule 11, paragraph 45(iv) for the increase to be applied to these items.

(k) Building Conversion (Schedule 11, paragraph 50)

(l) Removal Costs (Schedule 11, paragraph 56)

(m) Miscellaneous Special Damages (Schedule 11, paragraph 57)

(n) Posthumous Claims – Loss of Services (Schedule 11, paragraph 61)

(o) Costs (Schedule 17, paragraphs 1(b) and (c), 2(b), (c) and (d), 3(b) and (c), 4 and 12(b).

This provision shall not apply to any offer made prior to a Variation Date if that offer is accepted after the Variation Date. If however a revised offer is then provided after the Variation Date, the offer shall include the varied sums referred to above where appropriate.

CMC, CMR or NMR Defendants

56. The Claimant's Representative may make claims to all CMC or CMR Defendants where there has been or may have been exposure to coal mine dust and/or fumes. Details of all such claims shall be provided to Capita. In addition, Capita may request the Claimant's Representative to submit claims to CMR Defendants and, if so instructed by the Claimant, the Claimant's Representative will

do so when so asked save in respect of any periods of less than twelve months in aggregate with any single employer.

57. Capita will pay in full all claims brought jointly against DTI/BCC and CMC Defendants contracted to BCC to provide underground operations. For all other CMR Defendants Capita will use its best endeavours to persuade other employers or their insurers to agree to the terms of this Agreement so that compensation shall be offered pursuant to paragraphs 5, 6, 7, 23, 24, 34, 46 or 47 hereof and costs in accordance with Schedule 17.

58. If no such agreement is reached with a CMR Defendant within 42 days of either notification of the claim against the CMR Defendant to Capita or of Capita being otherwise able to make offers pursuant to paragraphs 5, 6, 7, 23, 24, 34, 46 or 47 hereof, Capita will offer a proportion of the compensation by way of an interim payment calculated as follows:

Total months of tortious exposure in the underground employment of BCC post 4 June 1954 ÷ by total months of tortious exposure in all underground coal mining employments x total compensation payable under the terms of this Agreement.

Total months of tortious exposure underground with BCC post 4.6.54 / Total months of tortious exposure in all underground coal mining employments post 4.6.1954	**X**	Compensation Calculated under this Agreement	**=**	Sum offered

59. Claims involving exposure to dust and or fumes with NMR defendants shall not be dealt with under the terms of this Agreement.

Costs

60. Costs and disbursements will be paid in accordance with Schedule 17.

Interest

61. Until the date an offer is accepted interest shall run:

(a) on Expedited Payments pursuant to Schedule 10 at 2% per annum from either 1 February 1999 or the Date of Receipt of the letter of claim, whichever is the later;

(b) on General Damages payable pursuant to Schedule 11 at 2% per annum from the Date of Receipt of the letter of claim;

(c) on Special Damages:

i) in accordance with Common Law principles at half the special account rate from the date of commencement of loss if the loss is continuing or otherwise at the full special account rate from the mid point over which the losses accrued until the date of acceptance of the offer, save for those items of special damage listed in ii) below;

ii) where the head of special damages is one of the following:-

Services

Nursing Care

Mobility

Miscellaneous (including increased heating, holiday and laundry costs)

Aids and Appliances (where proof of payment is not provided);

Alterations to Accommodation (where proof of payment is not provided);

the Parties have agreed that past losses shall be paid at current rates thereby obviating the need for payment of interest to compensate for depreciation of the currency since the loss accrued but not the need to compensate, by payment of interest, for the Claimant having been kept out of the money over the period that the losses accrued. Consequently, the parties have agreed that the appropriate rate of interest payable on these items is:

1) 5% per annum on those losses accrued at the date of the letter of claim for the period from the Date of Receipt of the letter of claim to the date an offer is accepted; and
2) 2.5% per annum on those losses which continue to accrue between the Date of Receipt of the letter of claim and the date an offer is accepted for that period;

iii) interest on lost pension benefits is payable in accordance with paragraph 33 (vii) of Schedule 11 to this Agreement;

d) on bereavement damages at the full special account rate per annum from the date of death;

e) on damages for loss of expectation of life (Schedule 8, Part II paragraph 5) at the full special account rate per annum from the Date of Receipt of the letter of claim.

62. From 10 days after the Date of Receipt of the letter of acceptance of the offer, interest shall run at Judgment debt rate (as set from time to time) on the entire sum due (including interest accrued under paragraph 61) until the Date of Receipt of damages by a Claimant's Representative. However, in the case of interim payments made in respect of bereavement awards and loss of expectancy of life awards then these are paid inclusive of interest to the date of payment and no further interest is due.

63. When calculating interest pursuant to paragraphs 61 and 62 above credit shall be given for any Interim Payments. If the Interim Payments are made expressly in respect of General Damages, they are to be applied first against General Damages, otherwise such sums are to be applied first against Special Damages starting with the heads of special damage attracting the highest rate of interest.

Limitation

64. No limitation defence save in relation to employment prior to 4 June 1954 will be raised in respect of any claim for damages relating to a Respiratory Condition and submitted under the terms of this Agreement prior to the cut off date provided for at paragraph 66 or prior to the date of termination of this Agreement pursuant to paragraph 70 whichever is the later.

65. By paragraph 3.2(b) of the Order of the Honourable Mr Justice Turner dated 1 October 1998 (Schedule 14) the Date of Receipt of a Letter of Claim is deemed to be the date of issue of proceedings for the purpose of the Limitation Act 1980. Provided the claim is rejected under the terms of this Agreement, and the Claimant serves

court proceedings within twelve months of such rejection, then the proceedings so served will be deemed to have been issued and served as at the Date of Receipt of the Letter of Claim. For the purpose of this paragraph rejection is deemed to be the later of the Date of Receipt by the Claimant of a denial or the resolution of any issue or issues referred to any disputes procedure provided for by this Agreement.

Cut-off Date

66. No claim which is received after 31 March 2004 will be dealt with as part of this Agreement.

Disputes Procedures

67. Where a dispute arises as to the application of this Agreement, the General or Medical Disputes Procedures (as appropriate) set out at Schedule 20 shall be followed.

Claim discharges

68. Acceptance of any full and final offer made under this Agreement will be in full and final settlement of all conditions compensated under this Agreement brought against BCC/DTI (see Schedule 16). However, acceptance of such an offer shall not discharge any potential liability for a condition not compensated in the said offer nor any exposure to mixed coal mine dust not compensated in the offer nor for any potential liability for Surface Dust Exposure, not already covered within the Agreement

Reviews

69. The operation and provisions of this Agreement shall be reviewed periodically, and at least annually, by DTI and the CG.

Termination

70. This Agreement may be terminated by either Party giving the other three months notice in writing to that effect. If either Party shall give such notice no new claims shall be handled in accordance with this Agreement from the date of notice but claims currently proceeding will be completed under the terms of this Agreement.

Jurisdiction

71. The Parties do not by this Agreement seek to oust the jurisdiction of the Court and nothing in this Agreement (save for Schedule 16) shall prejudice a Claimant's right to pursue legal proceedings against any defendant for Respiratory Conditions.

Choice of Jurisdiction

72.

a. The Parties agree that a claim based on employment exclusively in England and/or Wales may not be assessed pursuant to the Scottish Handling Agreement; and further that a claim based on employment exclusively in Scotland may not be assessed under this Agreement.

b. Claimants with employment both in England and/or Wales and Scotland ("mixed employment") may elect once only to have their claims assessed under either this Agreement or under the Scottish Handling Agreement subject to sub paragraphs (c) (i) to (iii) below. An election may only be made expressly in writing and after a claim has been registered. Election cannot

be inferred. Once made an election is binding on the Claimant and the DTI. For the purpose of this paragraph 'election' means an unequivocal intention, expressed in writing on the part of the Claimant and, in a posthumous case, also by any others having an interest in the damages (that may be paid as a consequence of the cause of action giving rise to the claim), to proceed under either the Scottish Handling Agreement or this Agreement (as the case may be).

c. The parties further agree that:

(i) Claimants with mixed employment require a minimum of one year's employment in aggregate in the jurisdiction of their proposed choice.

(ii) For the purpose of this Agreement, in posthumous claims any dispute (as between those having an interest in the damages that may be paid as a consequence of the cause of action giving rise to the claim) as to the jurisdiction in respect of which election is to be made, shall be resolved between them as they see fit whether by agreement, or judicial resolution. Where any election made is then disputed by those having an interest, such election shall be set aside in favour of the choice of jurisdiction subsequently agreed or ordered.

(iii) Any proposed election must be notified in writing sent by or on behalf of the Claimant to the Director of COPD at Capita Claims Management.

Applicable Law

73. The terms of this agreement are governed by the laws of England and Wales.

Human Rights Act 1998

74. The parties have sought to draft this agreement to reflect and comply with the principles embodied within the Human Rights Act **1998**.

Rights of Third Parties

75. The Contract does not in any way whatsoever entitle a person who is not a party to the Contract to enforce any term of the contract, which expressly, or by implication, confers a benefit on him pursuant to the *Contract (Rights of Third Parties) Act 1999* or howsoever arising, without the prior agreement in writing of both parties.

SCHEDULE 1

ANNEX 1

British Coal Respiratory Disease Litigation

Solicitors Group (CSG) as at [August 2005]

Note: The membership of the CSG has changed over time and the list is current as at 12 August 2005.

1 Legal Solicitors
A & W M Urquhart Solicitors
A F Brookes & Company
Abenson & Co
Accident & Injury Claims Centre
Adam F Greenhalgh & Co Solicitors
Advance Legal - Solicitors With a Difference
Alker & Ball
Anderson Solicitors
Allington Hughes Solicitors
AMS Law
Andrew M Jackson & Co Solicitors
Andrew Macbeth Cash & Co
Archers Solicitors
Argyles
Armitage & Guest
Armstongs
Arthur Jackson & Co Solicitors
Arthur Smiths, Solicitors
Ascroft Whiteside
Ashcroft & Co Solicitors
Atha & Co Solicitors
Atherton & Godfrey Solicitors
Atteys
Attwood & Co Solicitors
Bailey Bravo Jobling
Baird & Co
Banner Jones Middleton
Barber & Co
Barber Cartain Solicitors
Barkers Solicitors
Barnetts
Barratt Goff & Tomlinson
Barton & Hendry Solicitors
Beckett Bemrose & Hagan Solicitors
Beecham Peacock
Bell Wright & Dallman
Ben Hoare Bell & Co Solicitors
Bennett & Robertson LLP
Beresfords Solicitors
Berry & Berry
Berrys Solicitors
Beswicks Solicitors
Birchall Blackburn Solicitors
Black & Guild
Blackett Hart and Pratt Solicitors
Blakemores Solicitors
Bleasdale & Co
Bond Pearce
Bonnar & Company Solicitors

Boyd Crate Anderson Solicitors
Branton Bridge
Brearleys Solicitors
Bridge Sanderson Munro
Brighouse Wolff
BRM Solicitors
Browell Smith & Co
Browns
Burroughs Day Solicitors
Burton Green Williamson
Bury Walkers Solicitors
C. P. E Hanson & Co Solicitors
Campbell Smith W.S.
Canter Levin & Berg Solicitors
Capital Law
Carr & Co Solicitors
Carter Hodge Solicitors
Catteralls
Chadwick Laurence
Chambers & Hind Solicitors
Charles Crookes & Jones
Chappell Pascoe Solicitors
Chapman & Chubb
Charvill Townsend Solicitors
Chilcotts Solicitors
Christopher Thomas & Co
Clarkes
Clarke Willmott
Cleggs
Clive Ashman Solicitors
Colemans Solicitors
Colemans-CTTS
Collings Solicitors
Cordner Lewis Solicitors
Corries Solicitors
Crombie Wilkinson Solicitors
Cuthbert Barker Solicitors
D P Hardy & Co Solicitors
D W Carr & Co Solicitors
David & Snape
David Phillips & Partners
David Simons & Co
David W Harris & Co Solicitors
Davies Parsons & Co Solicitors
Davies Sully Wilkins
Davis Blank Furniss
Dean Thomas & Co Solicitors
Delta Legal
Derrick Trainer
Dewes Sketchley

DMH
Doberman Horseman
Dodds & Partners
Donald Race & Newton
Dootson Eckersley Hope
Douglas Jones Mercer Solicitors
Driver and Co
Drummond Miller
Easthams Solicitors
Eaton, Smith Marshall, Mills
Edgar Cule & Evans Solicitors
Edwards Abrams Doherty Solicitors
Elliot Mather
Elmhirst & Maxton Solicitors
Emsley Solicitors
Endlars Solicitors
Everatt & Co
Farleys
Feld McKay & Donner
Fennemores Solicitors
Fieldings Porter Solicitors
Fonseca & Partners Solicitors
Forbes And Partners Solicitors
Fox Hayes Solicitors
Foy & Co Solicitors
Frank Allen Pennington Solicitors
Frank Howard
Frearsons Solicitors
Freeman Johnson
Furley Page
Gabb & Co
Gallagher Solicitors & Notaries
Gamlins Solicitors
G M Wilson Solicitors
George Mills Solicitors
Gorman Hamilton Solicitors
Gorvin Smith Fort
Gough Davies Solicitors
Graeme John & Partners
Graham Coffey & Co Solicitors
Graham M.Riley & Co
Grainger Appleyard & Flemming
Graysons Solicitors
Gwilym Hughes & Partners
H. E. Thomas & Co
Hallows Associates
Hamers Solicitors
Harding Evans Solicitors
Harding Swinburne Jackson & Co
Harland Turnbull & Roberts

Harris & Cartwright Solicitors
Harrison Bundey & Co
Hartley & Worstenholme Solicitors
Hayes Son & Richmond Solicitors
Heseltine Bray Welsh Solicitors
Hewitts Solicitors
Hickmotts Solicitors
Higg & Sons Solcitors
Higgins & Co Solicitors
Hilary Meredith Solicitors
Hindle Campbell
Holdens Solicitors
Hollis & Co Solicitors
Holmes & Moffitt Solicitors
Hopkins
Houseman & Hails Solicitors
Howard & Co Solicitors
Howells
Hugh James
Hughes Jenkins Solicitors
Hutchinson Morris & L C Thomas
Ibbotson Brady Solicitors
Inghams
Ingrams Solicitors
Irvings Solicitors
Irwin Mitchell Solicitors
Ison Harrison
J H Skinner & Co
J Keith Park & Co Solicitors
Jack Thornley & Partners Solicitors
Jackson Heath Solicitors
Jas S Grosset Solicitors & Estate Agents
John E Millar & Co
John Mohamed & Co
John Y Robertson
Jordans Solicitors
Joseph & Co Solicitors
Keeble Hawson Moorhouse
Kennings Solicitors
Kenyon Son & Craddock
Kidd & Spoor Solicitors
L A Steel
Lamport Bassitt
Langleys Solicitors
Latham & Co Solicitors
Lawfords & Co
Lawrence Hamblin
Lawson & Thompson Solicitors
Leigh, Day & Co
Leo Abse & Cohen

Lester Dixon & Jeffcoate Solicitors
Lester Morrill Solicitors
Levi & Co Solicitors
Lichfield Reynolds
Livingstons Solicitors
LLoyd Green Solicitors
Lloyd Jones Associates Solicitors
Lockharts Solicitors
Lopian Wagner Solicitors
Lucas & Co
M A Watts Solicitors
Mace & Jones
Macquillan & Co
Mahany & Co Solicitors
Maidments Solicitors
Malcolm C Foy & Co Solicitors
Manners Pimblett
Mark Gilbert Morse
Marrons Solicitors
Marshall Hall & Levy Solicitors
Maurice Smith & Co Solicitors
McArdles Solicitors
McConville O'Neill
McKeags
McLeish Carswell
Meikles Solicitors
Mellor Small Solicitors
Meloy, Whittle Robinson Solicitors
Middleton Dummer Solicitors
Milburns Solicitors
Mills Kemp & Brown Solicitors
Mitchell & Co Solicitors
MLM Solicitors
Molesworths Bright Clegg Solicitors
Mincoffs
Morgan Cole
Morisons Solicitors
Morrish & Co Solicitors
Mortons Solicitors
Moss Solicitors
Moxon & Barker Solicitors
Moxons
Needham Solicitors
Nelson & Co Solicitors
Nelsons Solicitors
Newman & Bond Solicitors
Norrie Waite & Slater
Nyland & Beattie
O H Parsons & Partners Solicitors
Oakley & Davies

Onyems & Partners
Osborne Jones & Co Solicitors
Oxley & Coward Solicitors
Pannone & Partners Solicitors
Parker March
Parker Rhodes Solicitors
Parkers Solicitors
Parkinson Wright
Patchell Davies Solicitors
Pattinson & Brewer Solicitors
Peace Revitt
Peasegoods
Penmans
Peter G Fox & Co
Pinto Potts Solicitors
Pickerings Solicitors
Pitmans Solicitors
Plancey & Co
Platt & Fishwick
Pollard Coutts & Co
Pemphreys
Poole Alcock
Proddow Mackay Solicitors
Raleys Solicitors
Randell Lloyd Jenkins & Martin
Randell Saunders Phillips & Lloyd
Ratcliffe & Bibby
Recompense Ltd
Richard J Knaggs
Richmond Anderson Goudie
Richmonds Solicitors
Ringrose Law Group
Robertson Solicitors
Robinson & Murphy
Robinson King Solicitors
Roger James, Clements & Partners
Roger Pickles & Co
Roscoes Solicitors
Ross Harper
Rowlands
Russell & Russell
Russell Jones & Walker Solicitors
Saffmans Solicitors
Sedgwick Phelan & Partners
Sentley Wilson Bowen Solicitors
Shacklocks Mansfield
Shakespears Solicitors
Sherington & Co
Sidney Shields Solicitors
Silverbeck Rymer Solicitors

Simpson Millar Solicitors
SIS Law
Slater Ellison Solicitors
Slater Smith Sherwood Solicitors
Smith Llewelyn
Southern Stewart & Walker
Sprang Terras
St Davids Solicitors
Stanton Croft Solicitors
Stapleton & Co
Steggles, Bowen-Jones, Prosser & Co
Stephensons Solicitors
Steven J Donoghue & Co
Stripes Solicitors
Symonds Solicitors
TD Gibson & Co. Solicitors
T H M Tinsdills
T S Edwards & Son Solicitors
Talbot Walker Solicitors
Taylor Bracewell Solicitors
Terence Carney
The Beaumont Partnership
The James Smith Partnership
The Jenkins Newman Partnership
The Legal Warehouse
The Paul Rooney Partnership
The Smith Partnership
The Walker Partnership Solicitors
Thomas Eggar Church Adams
Thompson & Co Solicitors
Thompsons Solicitors
Thursfields Solicitors (incorp. Luke Gran)
Tilly Bailey & Irvine Solicitors
Tinsdills Solicitors
Towells Solicitors
Towns Needham & Co
Tracey Barlow Furniss & Co
Treanors Solicitors
Trevor Griffiths and Humphries
Trobridges Solicitors
Twigg Farnell
W Brook & Co Solicitors
W. Healy Darbyshire & Son Solicitors
Wake Smith
Walker Smith Way
Ware & Kay
Waring & Co
Watkins & Gunn
Watson Burton Solicitors
Watters, Steven & Co Solicitors

Wheelers Solicitors
Whittles Solicitors
Widdows Campbell
Widdows Mason
William Hoyland Solicitors
William Vaughan & Partners
Williams Elsby & Co
Wilson Browne incorp. Holyoak & Co
Winder Taylor Fallows Solicitors
Withy King Solicitors
Woods Solicitors

SCHEDULE 1

ANNEX 2

CSG Co-ordinating Group (CG)

BRITISH COAL RESPIRATORY DISEASE LITIGATION

MEMBERS OF THE CSG CO-ORDINATING GROUP (CG)

Irwin Mitchell
St Peter's House
Hartshead
Sheffield
S1 2EL

Tel: 0114-2767777
Fax: 0114-2753306

Hugh James
Martin Evans House
Riverside Court
Avenue de Clichy
Merthyr Tydfil

Tel: 01685-371122
Fax: 01685-350325

Towells
55 Westgate
Wakefield
WF1 1BQ

Tel: 01924-201444
Fax: 01924-290662

Nelson & Co
St Andrew's House
St Andrew's Street
LEEDS
LS3 1LF

Tel: 0113-2436491
Fax: 0113-2270113

Ross and Co.
Hinderton Hall
Hinderton
South Wirral
L64 7TS

Tel: 0151-336-3000
Fax: 0151-336-5783

Thompsons
Percy House
Percy Street
Newcastle-Upon-Tyne
NE1 4QW

Tel: 0191-261-5341
Fax: 0191-232-2324

SCHEDULE 1

ANNEX 3

Litigated Claims

PLAINTIFF	PLAINTIFF SOLICITORS	PLNTF'S SOLS REF	Nabarro's FILE NO.	NN REF	Capita REF
ANDREWS, J.T.	Hugh James	GMM/PE/A108 z	B2224/92	HSB	7832/95/80H
ARMSTRONG,H. M.H.	Lawford & Co	DM/W/9/19694	B2230/2	HSB	7793/95/71A
BAGGLEY, H	Irwin Mitchell	PS/SB/LM/591 01-1-0	B2213/96	NQL	7938/95/64A
BAILEY, H.	Towells	JMP/SVB/Z82 28 07 05	B2209/391	NQL	7771/95/82A
BANWELL, D.	Hugh James	PAB/B30342	B2209/402	NQL	7767/95/80H
BARNES, J.P.	Thompsons	PAT/BARNES/ T93N220	B2209/450	SD C	11807/95/19 A
BEVAN, T.	Hugh James	NAS/DS/B260 9z	B2224/90	HSB	7756/95/80H
BISHOP, C.C.	Hugh James	NAS/SP/B328 4z	B2209/428	NQL	7753/95/80H
BOUGHTON, H.	Foy & Co	AM/DEB/LIT/B ROUGHTON/2 B1043-2	B2209/407	NQL	7749/95/0A5 P
BOWEN, D.T.	Hugh James	NAS/LM/B328 2z	B2209/419	NQL	7745/95/80A
BOYLAND, G.F.	Silver Beck Rymer	FD/SM/30184 C	B2213/42	HSB	7739/95/059 A
BROWN, A.	Robinson King	SB/1195B1/4	B2209/387	HSB	7729/95/C4I
BROWN, G.	Towells	SH/JW/A9525. 40.14	B2209/441	NQL	7722/95/82A
BURTON, H.C.	Nelsons	JWG/BUR.4.1	B2231/190	HSB	7964/95/96Q
CADDY, T.L.	Hugh James	NAS/VW/C291 2z	B2230/10	NQL	8253/95/80H
CARTER, A.E.	Towells	JMP.J.W/A.88 54 07 05	B2209/454	NQL	136034/95/82 A
CHITTY, A.A.	Robinson King	CS/1297C1/7	B2209/461	HSB	8216/95/C4I
COLES, F.C.	Hugh James	PAP/JCH/C30 81z	B2230/11	NQL	8178/95/80H
COX, W.	Allan Henderson Beecham & Peacock	DJJ/AEH/C230 6T	B2209/447	HSB	8010/95/75A
CROAD, C.	Hugh James	NAS/VW/C290 0z	B2228/30	HSB	7991/95/080 H
CROSBY, B.	Hugh James	NAS/VW/C292 8z	B2230/13	HSB	13153/95/080 H
CUNNINGHAM, R.	Carter Bentley &	ACR/SL/CUN NINGHAM	B2233/10	SD C	8171/95/0A4 Q

PLAINTIFF	PLAINTIFF SOLICITORS	PLNTF'S SOLS REF	Nabarro's FILE NO.	NN REF	Capita REF
	Gundall				
DALE, A.	Endlars	IDE/TT/D171991(D11)	B2209/498	HSB	7208/95/C4H
DAVENPORT, G.W.	Hugh James	PAP/JCH/D48362/1	B2209/439	NQL	8149/95/80H
DAVIES, D.E.	Hugh James	NAS/SP/D4068z	B2230/19	NQL	8158/95/80H
DAVIES, E.L.J.	Robinson King	SB/1428D1/7	B2209/389	HSB	9059/95/C4I
DAVIES, I	Hugh James	GMM/JP/D391Z	B2212/9	NQL	8160/95/80H
DAVIES, V.	Hugh James	NAS/DS/D4176z	B2209/417	NQL	8164/95/80H
DAVIS, B.	Nelsons & Co	HS/SLB/DAV35.1	B2233/9	HSB	8565/95/96Q
DENNIS, T.	Graysons	GAG/SG	B2209/394	HSB	7734/95/92A
DEWHIRST, R.	Philip Hamer	CG/FB/1014/1/2	B2209/489	NQL	6946/95/84D
EDWARDS, T.J.	Hugh James	NAS/VW/E33838z	B2230/15	NQL	7839/95/80H
EMMANUEL, W.A.	Hugh James	NAS/VW/E3560z	B2230/22	HSB	7867/95/80H
EVANS, D.S.	Hugh James	NAS/VW/E3149z	B2224/99	HSB	7857/95/80H
EVANS, G.M.	Hugh James	NAS/VW/E3700z	B2209/415	NQL	7855/95/80H
EVANS, R.	Graysons	PMC/JHW	B2233/20	NQL	7854/95/92A
EVANS, T.O.	Hugh James	NAS/VW/E3249z	B2209/421	NQL	7943/95/080H
EVANS, V.	Hugh James	PAP/JCH/E3604z/1	B2209/437	SDC	7844/95/080H
EYRE, C.H.	Irwin Mitchell	PS/SB/MH/57719-2-0	B2213/119	NQL	7949/95/064A
FLETCHER, P.L.	Irwin Mitchell	JAD/DP/120/87	B2211/19	NQL	7951/95/64A
FORD, G.G.	Hugh James	GMM/PE/F936z	B2224/89	HSB	7962/95/080H
GAMBOLD, G.E.	Hugh James	PAP/G3685z	B2209/426	NQL	7820/95/080H
GARDNER, W.S.J.	Hugh James	PAP/G3372z	B2224/88	SDC	7815/95/80H
GEORGE, S.F.	Hugh James	NAS/VW/G1370z	B2216/138	NQL	7802/95/080H

PLAINTIFF	PLAINTIFF SOLICITORS	PLNTF'S SOLS REF	Nabarro's FILE NO.	NN REF	Capita REF
GILSON, F	Hugh James	NAS/LM/G3676z	B2225/194	NQL	7800/95/080H
GRIFFITHS, D.E.	Browell Smith & Goodyear	PB/EO/GR1051	B2209/505	HSB	22984/85/0B2W
GUY, F	Thompsons	PAT/GUY/A93N200	B3315/41	HSB	12433/95/019A
HANFORD, J.G.	Hugh James	PAP/H3937z	B2209/413	SDC	8188/95/080H
HAWKINS, A.R.	Hugh James	NAS/VW/H3934z	B2209/434	HSB	8182/95/080H
HAWKINS, C S	Hugh James	NAS/DS/H3030z	B3315/41	NQL	8180/95/080H
HEAFIELD, W.	Hugh James	GM/DC/H2625z	B2213/37	NQL	7725/95/080H
HEMPSHALL, D.	Nelson & Co	JWG/HJB/HEM.6-1	B2228/43	NQL	7726/95/089A
HEPPLESTONE, W	Raleys	(FSP/CB)	B3315/41	NQL	7743/95/15A
HEWITT, J.	Thompsons	PAT/HEWITT/A93N329	B2209/442	HSB	7746/95/019A
HUGHES, F.	Robinson King	SB1273h/7	B2209/436	HSB	8170/95/0C41
HUMPHREYS, N.G.	Hugh James	H3249z	B2228/48	NQL	7752/95/080H
ISSAC, I.G.	Hugh James	GMM.DC.I124z	B2213/36	HSB	7794/95/080H
JAMES, G.P.	Hugh James	NAS/MC/J5289z	B2209/427	SDC	7827/95/080H
JAMES, K.R.	Hugh James	PAP/JCH/J4316Z	B2224/91	SDC	7824/95/080H
JARVIS, V.J.	Hugh James	PAP/JCH/J4826z	B2228/41	NQL	7871/95/080H
JENKINS, D.J.	Hugh James	GMM/PAP/J.4434z	B2224/101	NQL	7879/95/080H
JOHN, T.	Hugh James	NAS/VW/J4059z	B3315/41	NQL	7920/95/080H
JOHNSON, J.D.	Ross & Co	GLR/RM/20.7	B2209/401	NQL	7877/95/0F5H
JONAS, W.	George Mills	CB.LS.JONAS	B2228/32	NQL	12555/95/056A
JONES, A.J.	Hugh James	PAP/J.4854z	B2233/11	HSB	7958/95/080H
JONES, D.S.	Hugh James	J4287z	B2230/20	SDC	7723/95/080H
JONES, G.	Hugh James	PAP/J5288z	B2209/418	HSB	7932/95/080H
JONES, J.J.	Hugh James	J4380z	B2224/104	NQL	7711/95/080

PLAINTIFF	PLAINTIFF SOLICITORS	PLNTF'S SOLS REF	Nabarro's FILE NO.	NN REF	Capita REF
					H
JONES, T.	Hugh James	J6118z	B2209/425	NQL	7713/95/080 H
JONES, W.J.	Hugh James	J6348z	B2230/17	NQL	7724/95/080 H
KNOWLES, C.	Raleys	JWG/CG/K11 4911	B2209/481	NQL	7130/95/015 A
LAMBERT, W.	Hugh James	NAS/BJW/L2 522z	B2209/392	SDC	7941/95/080 H
LEWIS, H.T.	Hugh James	GMM/JP/L26 14z	B2224/94	HSB	7937/95/080 H
LEWIS, W.T.	Hugh James	NAS/VW/L25 46z	B2230/28	NQL	7933/95/080 H
LYALL, K	Endlars	IDE/LC/L044 001(LO9))	B2209/479	NQL	7608/95/0A9 C
MARTIN, E.	Hugh James	M3664z	B2230/25	NQL	7826/95/080 H
MASTERS, R.G.	Robinson King	SB.1429M1/4	B2209/483	NQL	8378/95/0C4I
MILLS, E.D.	Hugh James	NAS/VW/M4 1131z	B2230/23	HSB	12430/95/080 H
MOORE, J.H.	Irwin Mitchell	FB/FB/38070 /1/0	B2213/54	NQL	7874/95/064 A
MORGAN, G.	Hugh James	GMM/PE/M3 662z	B2228/4	HSB	7903/95/080 H
MORGAN, J.	Hugh James	NAS/KL/M41 11z	B2224/96	NQL	7880/95/080 H
MORGAN, J.	Hugh James	NAS/VW/M3 664z	B2224/97	HSB	7898/95/080 H
MORGAN, M.J.	Hugh James	MJE/PC/P.36 17z	B2230/14	HSB	7893/95/080 H
MORRIS, W.J.	Robinson King	FC/MJE/B22 33/17	B2233/17	HSB	7876/95/0C4I
MURPHY, J.M.	Thompsons Edinburgh	PJM/ALS/309 9.vh	B2209/487	NQL	51155/95/048 B
NIXON, F.	Nelson & Co	JWG/HJB/NI X/3-1	B2233/5	SDC	7935/95/096 Q
OATES, A.P.	Philip Hamer	CG/JH/FB/34 300/1/9	B2209/484	HSB	26827/95/084 A
OATLEY, I.G.	Hugh James	PAP/01152z	B2209/422	HSB	7918/95/080 H
OWEN, T G	Hugh James	GMM.PE.090 5z	B2228/2	NQL	7925/95/080 H
PALFREYMAN, A.	Irwin Mitchell	PS/SB/KE/32 189-1-0	B2213/38	HSB	7869/95/064 A
PARSLOE, F.	Holyoak & Co	CJS.JNS.PA RSLOE.584	B2213/59	HSB	9741/95/0C5 T

PLAINTIFF	PLAINTIFF SOLICITORS	PLNTF'S SOLS REF	Nabarro's FILE NO.	NN REF	Capita REF
PEARCE, M.	Hugh James	NAS/VW/P350z	B2209/412	NQL	7873/95/080H
PERRY, R.C.	Hugh James	NAS/VW/P3772z	B2230/18	HSB	7872/95/080H
PONTING, R.G.	Hugh James	PAP/PE/P40962	B2209/414	NQL	7695/95/080H
POWELL, I.	Hugh James	NAS/VW/P3336z	B2230/21	HSB	7701/95/080H
PUGH, H.J.	Hugh James	NAS/DS/P3617z	B2230/12	SDC	7706/95/080H
PULLEN, G.	Philip Hamer	CNM/CW/69061-0001-2	B2209/430	HSB	7923/95/084C
REES, F.	Hugh James	NAS/VW/R2230z	B2209/397	NQL	7891/95/080H
REGAN, M.	Hugh James	NAS/DS/R2315z	B2228/42	HSB	7924/95/080H
RICHARDS, E.J.	Hugh James	PAP/CAG/R2173z	B2228/29	NQL	19940/95/080H
RICHARDS, T.R.	Robinson King	R/797R1/4	B2228/44	NQL	7894/95/0C4I
RIDLEY, A.J.	Hugh James	NAS/VW/R2111z	B2209/395	NQL	7895/95/080H
ROBSON, C.	Philip Hamer	CNM/NM/69060-0001-4	B2209/431	HSB	7929/95/084C
SAXTON, F.	Towells	JMP/JW/330280705	B2209/456	HSB	8212/95/082A
SHIEL, L.J.	Leo Abse & Cohen	5.DPE.CCR.SHIEL.LJ.GMB	B2233/22	NQL	7568/95/072A
SILCOCK, K.E.	Morrish & Co	JP/RVB/SILCOCK	B2209/470	NQL	8206/95/0860
STOVIN, A.V.	Nelson & Co	JWG/MN/STO.57-1	B2228/35	NQL	7990/95/096Q
SULLIVAN, K.G.	Thompsons	SULLIVAN/K/LA/CD/MCT/VJ	B2209/462	SDC	7994/95/048A
SWAN, J.H.	George Willis	DC/JT/15H882	B2224/102	NQL	8002/95/056A
TAYLOR, D.	Graysons	CAG/SG	B2209/404	SDC	8007/95/092A
THOMAS, D.J.	Hugh James	NAS/KL/T2690z	B2228/1	NQL	7998/95/080H
THOMAS, E.A.	Hugh James	NAS/SP/T2882z	B2209/423	SDC	8009/95/080H
THOMAS, G.	Hugh James	NAS/VW/T2977z	B2209/457	NQL	8259/95/080H
THOMAS, W.J.	Hugh James	NAS/VW/T3044z	B2209/444	HSB	8261/95/080H

PLAINTIFF	PLAINTIFF SOLICITORS	PLNTF'S SOLS REF	Nabarro's FILE NO.	NN REF	Capita REF
THYNNE, S.	Thompsons	PAT/THYNNE/A93N258	B2209/445	SDC	12429/95/019A
WATSON, M.	Philip Hamer	CNM/NM/500324-0001-1	B2209/432	NQL	7980/85/084C
WEATHERALL, D.	Irwin Mitchell	JAD/KP/WEATHERALL	B2213/88	SDC	7988/95/64A
WESTERMAN, E.	Towells	JMP/JR/A10160.07.05	B2209/455	HSB	7985/95/82A
WIGHTMAN, D.	Towells	JMP/JR/50227 07 05	B2224/106	HSB	8256/95/82A
WILCOX, B.J.	Hugh James	NAS/VW/W42802/1	B2209/424	NQL	7992/95/80H
WILKINSON, G.	Nelson & Co	NWG/MN/EIL.171-1	B2228/33	HSB	9882/95/96Q
WILLIAMS, C	Graysons	CAG/SG	B2233/19	NQL	7976/95/92A
WILLIAMS, H.T.J.	Hugh James	NAS/VW/W3086z	B2213/35	NQL	7934/95/80H
WILLIAMS, J.	A W Brown & Lloyd	JAH/HMJ/WIL/0402	B2213/62	NQL	7974/95/91D
WILLIAMS, O.T	Hugh James	NAS/KL/W4372z	B2209/463	NQL	7975/95/80H
WILSON, K.	Philip Hamer	CNM/HS/81537-0001-7	B2231/160	NQL	7989/95/84C
WOODWARD, E.	Whittle Robinson	AG/PH/W/4234	B2209/408	NQL	7979/95/81A

SCHEDULE 2

MEDICAL CONDITIONS

SCHEDULE 2

MEDICAL CONDITIONS

Respiratory Conditions

1. The DTI will pay damages in the manner provided for in this Agreement for the conditions:

   (i) Chronic bronchitis;

   (ii) Emphysema/small airways disease/Chronic Obstructive Pulmonary Disease (COPD) and the other terms by which COPD is known as referred to below;

   (iii) Temporary exacerbation of asthma.

2. The DTI's liability has been determined following the **J**udgment of the Honourable Mr Justice Turner dated 23 January 1998 on the basis that the said conditions, save for small airways disease, have been caused or materially contributed to by exposure to coal mine dust and/or fumes during the relevant employment of the Claimant in a BCC Mine. The DTI will also pay damages for other conditions caused or materially contributed to by the above conditions which include heart conditions caused or materially contributed to by Chronic Obstructive Pulmonary Disease (COPD).

Chronic Obstructive Pulmonary Disease is also known as:

- Chronic Obstructive Airways Disease;
- COAD;
- COPD;

- Chronic Bronchitis and Emphysema;
- Emphysema;
- Chronic Obstructive Bronchitis.

Co-morbid Conditions

3. The DTI is not liable to pay damages for other conditions save as provided for in Schedule 18.

NOTE: If, however, during the course of the medical investigations carried out as part of the MAP, it is discovered that the Claimant may be suffering from some other respiratory disease, such as asbestosis, which may be occupationally linked, the parties will consider whether the claim should be compromised outwith the terms of this Agreement.

SCHEDULE 3

CLAIM REGISTRATION FORMS

CLAIM REGISTRATION FOR SURVIVING MINEWORKERS – Annex a

Please complete in capital letters

NOTE: ALL DETAILS MUST BE COMPLETED.

Claimant's Details										
1. Surname:					Initials:					
2. First Names:					Title:					
3. Date of Birth:										
			day		month			year		
4. National Insurance Number:										
5. Home Address: Post code:										

Claimant's Representative Details
6. Name of Solicitor:
7. Solicitor's Address: Post Code:
8. Solicitor's Reference:

Other Potential Defendants:				
9. During the Claimant's working life, he worked:	*Tick Yes or No*			
a) for a mining contractor at a BCC Mine	Yes		No	
b) for a Private (Small) Mine	Yes		No	
c) in non-coal mining employment involving exposure to substantial dust or fumes	Yes		No	

Jurisdiction:			
10. Please indicate in which jurisdiction this claim is being made (tick one only):			
a) England & Wales		(d) Scotland	

CLAIM REGISTRATION FOR DECEASED MINERS – Annex b

Please complete in capital letters

NOTE: ALL DETAILS MUST BE COMPLETED.

Deceased Miner's Details									
1. Surname:					Initials:				
2. First Names:					Title:				
3. Date of Birth:									
	Day		Month			Year			
4. Date of Death:									
	Day		Month			Year			
5. National Insurance Number:									
6. Last Address: Post code:									
Claimant's Details									
7. Surname:					Initials:				
8. First Names:					Title:				
9. Address: Post code:									
10. Date of Birth: (this will assist in prioritising your claim)									
	Day		Month			Year			
11. Relationship to the Deceased:									

12. Acting capacity (tick one):

Executor / Executrix:		Administrator / Administratrix:		A person entitled to apply for Letters of Administration:	

13. This claim is made under (tick one or both):

Law Reform (Miscellaneous Provisions) Act: ☐

and/or

The Fatal Accidents Act: ☐

14. If the claim is made under the Fatal Accidents Act, list below the Dependants for whom the claim is made:

	Full name of the Dependant	Date of Birth	Relationship to the Deceased	

Claimant's Representative Details

15. Name of Solicitor:

16. Solicitor's Address:

Post Code:

17. Solicitor's Reference:

Other Potential Defendants:

18. During the Claimant's working life, he worked: *Tick Yes or No*

a) for a mining contractor at a BCC Mine	Yes	☐	No	☐
b) for a Private (Small) Mine	Yes	☐	No	☐
c) in non-coal mining employment involving exposure to substantial dust or fumes	Yes	☐	No	☐

Jurisdiction:

19. Please indicate in which jurisdiction this claim is being made (tick one only):

a) England & Wales ☐ b) Scotland ☐

SCHEDULE 4

PERIOD OF EMPLOYMENT FORMS

Contents:

Annexes:

Annex 1

LETTER 1 – Enclosing Period of Employment (Expedited Payment) Form

Dear Sir

RE: [NAME OF CLAIMANT]
COPD
Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION: EXPEDITED PAYMENT

We have not been able to trace sufficient records to confirm that your client was employed underground at a British Coal Mine after 4th June 1954 for at least five years.

However, if he is able to provide additional evidence such as the documents listed below, it may then be possible to make him an offer, in light of his Spirometry results.

Examples of relevant documentary evidence:

- Training certificates
- Long service awards
- Letters from BCC, e.g. showing redundancy calculations
- Pay slips
- DSS PD D1 or PD D12 certificates
- Letters from Contributions Agency

If you wish your client's claim to be re-considered, please arrange for him to complete and return the attached Period of Employment (Expedited Payment) Form. For the avoidance of doubt, he need only do so if he is interested in electing for an Expedited Payment (Schedule 9 Part I).

If documentation is not available and your client nevertheless wishes to proceed with his claim for an Expedited Payment, he must complete and return a Period of Employment Statement of Truth (Expedited Payment). See Schedule 4, Annex 4 of the Handling Agreement.

If he does not wish to be considered for an Expedited Payment he may choose to:

(i) Proceed through the full Medical Assessment Process by completing and returning the Claim Questionnaire **or**

(ii) Claim a CB-Only Payment in accordance with the procedure at Schedule 7 Annex 8 **or**

(iii) Claim an Expedited CB-Only Payment in accordance with Schedule 9 Part II **or**

(iv) Withdraw his claim.

Please let us know which action he wishes to take by returning the enclosed reply slip.

Yours faithfully

LETTER 1 (Reply slip)

Capita Reference: …….

Re: [Name of Claimant]
COPD
Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

My client has decided to:

Tick one box only

(i)	claim an Expedited Payment based on the enclosed documentation	☐
(ii)	proceed through the full Medical Assessment Process	☐
(iii)	claim an Expedited CB-Only Payment	☐
(iv)	claim a CB-Only Payment	☐
(v)	withdraw his claim	☐

Signature of Claimant's Solicitor ……..

Name of Solicitor ……

Annex 2

MINEWORKERS RESPIRATORY DISEASE
PERIOD OF EMPLOYMENT (EXPEDITED PAYMENT) FORM

PLEASE COMPLETE IN CAPITAL LETTERS

Claimant's Details

1. Surname: ….....

2. First name(s): ….....

3. Date of Birth:

Day Month Year

4. National Insurance Number:

5. Solicitor's Reference:

6. Capita Reference:

7. Tick the box at (a) or the box at (b)

☐ (a) I have provided copies of relevant documents as identified below which help to establish my period of employment underground at a British Coal mine (this includes employment with a contractor and/or British Coal) after 4th June 1954.

Tick as appropriate

☐ Training certificate

☐ Long service award

☐ Letters from BCC, e.g. showing redundancy calculations

☐ Pay slip

☐ PD D1 or PD D12 certificate

☐ Letter from Contributions Agency

☐ Other – please list these documents below (and enclose copies with this form)

Tick this box to confirm that you have enclosed copies of the documents ticked/listed above ☐

OR

☐ (b) I have not been able to provide copies of any relevant documents but still wish to pursue an Expedited Payment.

Now sign the declaration at 8 below:

DECLARATION

8. I declare that the information I have given in this form is correct to the best of my knowledge and belief and that any copy documents attached are true copies. I understand that action may be taken against me if I deliberately give or provide any information that is incorrect. I claim damages and interest from

the DTI in accordance with the terms of the BCRDL Claims Handling Agreement.

Signed ..... Dated .....

Annex 3

LETTER 2 – Period of Employment Statement of Truth (Expedited Payment)

Dear Sir

RE: [NAME OF CLAIMANT]
COPD
Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION:
EXPEDITED PAYMENT

As your client has not submitted sufficient evidence to confirm that he was employed underground at a British Coal Mine for at least five years after 4 June 1954, he must complete and return the attached Period of Employment Statement of Truth (Expedited Payment) if he wishes his claim for an Expedited Payment to be considered further.

[Additional paragraph where non satisfactory evidence has been produced].

The documentary evidence your client submitted on [ ] is not sufficient for the following reasons:

Yours faithfully

Annex 4

MINEWORKERS RESPIRATORY DISEASE
PERIOD OF EMPLOYMENT STATEMENT OF TRUTH
(EXPEDITED PAYMENT)

PLEASE COMPLETE IN CAPITAL LETTERS

Claimant's Details

1. Surname: ….....

2. First name(s): ….....

3. Date of Birth:

Day Month Year

4. National Insurance Number:

5. Solicitor's Reference:

6. Capita Reference:

7. Tick <u>one</u> of the following:

- I worked fewer than 5 years underground at a British Coal Mine after 4th June 1954. ☐

Or

- I worked more than 5 years underground at a British Coal Mine after 4th June 1954 but fewer than 10 years underground. ☐

Or

- I worked more than 10 years underground at a British Coal Mine after 4th June 1954. ☐

8. I worked underground at the British Coal Mines shown in the table below for the period indicated.

Name of BCC Mine	Dates Worked	
	From	To

9. I attach signed witness statements confirming the above as follows:

(a) At least one from a former British Coal or Union official.

Insert name and position held.

Full Name of Witness	Position in BC / Trade Union	Tick to confirm enclosed

OR

(b) At least two from former work colleagues or relatives.

Full Name of Witness	Relationship	Tick to confirm enclosed

10. Tick <u>one</u> of the following:

(a) I have provided all available employment documentation. ☐

OR

(b) I do not have documentation relating to employment at a BCC mine (this includes employment with a contractor and/or British Coal) ☐

Now sign the declaration at 11 below:

DECLARATION

11. I declare that the information I have given in this form is correct to the best of my knowledge and belief. I understand that if I deliberately give information that is incorrect, action may be taken against me. I claim damages and interest from the DTI in accordance with the terms of the BCRDL Claims Handling Agreement.

Signed ..... Dated .....

SCHEDULE 5

Annex 1a – CLAIM QUESTIONNAIRE

Annex 1b – MINEWORKERS' JOB GRADE DESCRIPTIONS

Annex 1c – MINEWORKERS' JOB DESCRIPTION[S] AND JOB CODES

Annex 1a

NOTES FOR CLAIMANTS

Completing this questionnaire is an important step in establishing whether you are entitled to compensation, so it is very important that you complete it carefully and accurately.

Your answers will be checked against entries in your medical records which are likely to contain information about your past smoking habits and other medical matters. Your employment history will be checked against your employment records.

It also asks you for details about how your breathing difficulties may have affected your life. It may be that you are entitled to compensation for some of these things. You may also be asked to supply supporting evidence later on during the processing of your claim. Making a claim that cannot be substantiated by supporting evidence when requested may slow down the processing of your claim.]

You should therefore do your very best to complete this questionnaire accurately, as any inconsistencies may result in your claim being delayed. As you will be required to sign the declaration at the end of the Claim Questionnaire, it is important that you read the declaration on the last page before completing the questionnaire.

We hope that this form is self explanatory. If you have any difficulties, including any questions about the declaration, your solicitor or other adviser will be able to help.

PLEASE COMPLETE THE QUESTIONNAIRE IN CAPITAL LETTERS

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM QUESTIONNAIRE

Capita Reference:
You can leave this blank; it will be filled in during the processing of your claim.

Personal Details

1. Your surname: .....

2. Your first names: .....

3. Your date of birth: ☐☐ ☐☐ ☐☐☐☐ (Day Month Year)

4. Your age next birthday: ☐☐

5. Your National Insurance Number: ….....

6. Your home address: .....

.....

.....

Post code: .....

(This is important because it will be used to decide where you are asked to attend for tests and, if appropriate, an examination)

7. Your daytime telephone number (including area code):
.....

Your Solicitor's details

8. Name of your solicitor:

9. Solicitor's address: .....

.....

.....

Post code: .....……..

10. Solicitor's reference: .....

(Please ask your solicitor for your full reference)

Guidance Notes for Completing the Employment History Table

DO NOT WRITE ON THIS PAGE

General

To assess your claim we need to know your full employment history since leaving school until now, or until you retired. Please complete the EMPLOYMENT HISTORY TABLE (which accompanies these guidance notes) as fully and as accurately as you can starting with your first employer. Your solicitor will give you an example of a completed Employment History and, if necessary, help you to complete the table.

Before attempting to complete the Employment History Table please read these guidance notes. Please do not write on these guidance notes.

The information you provide will assist in calculating roughly how much dust you were exposed to over your working life.

You may not be able to be exactly accurate in your answer to all questions. You must do the best you can. Remember that records will be checked. You may also be contacted later to check some answers and fill in any gaps that you have had to leave. If you genuinely cannot provide some of the information requested, you must put "cannot remember". However, it is very important and very much in your interest to give as much and as accurate information as possible. Without it your claim will take longer to process as estimates and averages used for your dust exposure may underestimate how much dust you have been exposed to.

How to fill in the box in the table headed "Basic details"

Questions a, b, c and d will assist in finding your employment records, needed to check your work history. Please give full and accurate information to avoid delays in processing your claim.

(a) Name of last colliery worked

You should enter the name of the pit where you last worked as an employee of the National Coal Board/British Coal Corporation.

(b) Date left

This should be the date you left the last colliery you worked at (as above).

DO NOT WRITE ON THIS PAGE

(c) Check or works number
This should be the one you had at the time you left the NCB/BCC.

(d) Reason for leaving
Enter a brief reason why you left NCB/BCC, for example, early retirement; redundancy; other employment.

How to fill in the rest of the Employment History Table.

The following numbers relate to the column numbers in the main table which you have to complete next.

It is important that you complete a new line for each and every change in:

- your job code.
- your job title/occupation and, for mining employment,
- your Employer
- your Colliery or other place of work

A continuation sheet is provided should you need it.

1. Job Code

At the bottom of the table you will find details of job codes to be used in column 1. You must enter one job code only for each line (row) which best matches your job at that time. You should start with your first job after leaving school and add other jobs/periods of unemployment in the order in which they arose.

Please note that job code M (Surface Worker at a coal mine (Dusty Occupations) should be used if you were employed in one of the following jobs on the surface:

Tippler operator
Picking belt operators/attendant

Raw Coal Plant Conveyor attendant/labourer
Raw Coal Crusher attendant
Raw Coal Screen attendant
Bradford Breaker operator
Dry Cleaner Table operator
Dry Cleaner Screen/Fan attendant
Thermal dryer operator
Screen hand/attendant/Screen engineman
Washbox/baum box
Washboy operator/attendant

In all other cases, job code J should be used.

2. Job Title/Occupation

It is important to know what kind of job you did in each colliery you worked in or any work outside the coal industry. Please enter a brief description of your job which for work in the coal industry, may be the same as your job code or the term used for your job at the place where you worked.

3. Dates Employed

Enter the 'from' and 'to' dates for each change outlined above. Please try and give the full dates (month and year). You should list your employment history starting with your first employer.

4. Employer
If you worked as an employee of the National Coal Board/British Coal Corporation, you need only enter "BCC".

If you worked at a British Coal Mine for a contractor, please enter "C" and state the name of the contractor.

If you worked at a Private (Small) Mine please enter "PM" and the name of the mining company.

If you worked for any other employer please state the name. **DO NOT WRITE ON THIS PAGE**

If you were unemployed at any time, please state "UNEMPLOYED".

5. Colliery or Other Place of Work

For mining-related employment, please enter the full name of each pit you worked at. If you worked at, for example, a Coal Preparation Plant, please specify this. For non-mining related employment please state identifying details, for example the name of the factory.

6. Nearest Town

Please state the nearest town for each Colliery or Other Place of Work you have listed.

7. Respirator Usage

If you wore a respirator regularly during a shift when dust conditions were at their worst, on most days of the working week, you should tick "Yes". If you have answered "Yes" you should state the period(s) you wore a respirator. You need only specify the period in years, for example 1965 to 1971.

Please note that a respirator is any dust mask provided and approved for use by British Coal Corporation, designed to cover the mouth and nose and containing a filter or absorbing material inside.

Note: In relation to disposable dust masks (namely 3Ms, Martindales, Racal Dustoppers and Alpha Safety Sigmas), these were only approved for use from about 1982, although trials were undertaken in some collieries before this date. The wearing of disposable masks named above from 1982 provided by British Coal, amounts to a respirator use which is within the above definition, but the use of rag, paper or other disposable masks does not.

EMPLOYMENT HISTORY TABLE

1. Basic details:

a. Name of last colliery worked: ..... c. Check or works number: .....

b. Date left: Day | Month | Year

1. Job Code*	2. Job title/ occupation	3. Dates Employed		4. Employer (including non BCC)	5. Colliery or other place of work	6. Nearest town
		From	To			

** enter one job code letter only for each line (row) you complete in the table above which best matches your job at that time.*

Faceworker (handfill)	*Faceworker mechanised*	*Bord & pillar*	*Ripper or Packer*	***Manager, Deputy Manager Under Manager**, Overman, or Deputy*	*Development worker*	*Underground craftsman*	*Conveyor / haulage attendant*	*Other occupation underground*
A	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***
Surface worker at a coal mine ***(Non dusty Occupations)***	***Safety/ Mechanical/ Electrical Engineer***	***Surveyor***	***Surface Worker at a Coal Mine (Dusty Occupations)***	***Safety Officer***	***Ventilation Officer/ Assistant***	***Dust Suppression Officer***	***Salvage Workers***	***Shift Change Engineers***
J	***K***	***L***	***M***	***N***	***O***	***P***	***Q***	***R***
Basic Mining Instructors	***Non-Mining Job***	***Unemployed [or Retired]***	***Mechanical/ Electrical Deputies/ Assistants***	***Mechanisation Demonstrator***	***Blacksmiths***			
S	***T***	***U***	***V***	***W***	***X***			

continuation….

1.	2.	3.		4.	5.	6.
Job Code*	**Job title/ occupation**	**Dates Employed**		**Employer (including non BCC)**	**Colliery or other place of work**	**Nearest town**
		From	**To**			

** enter one job code letter only for each line (row) you complete in the table above which best matches your job at that time.*

Faceworker (handfill)	*Faceworker mechanised*	*Bord & pillar*	*Ripper or Packer*	***Manager, Deputy Manager, Under Manager*** *Overman or Deputy*	*Development worker*	*Underground craftsman*	*Conveyor/ haulage attendant*	*Other occupation underground*
A	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***
Surface worker at a coal mine ***(Non dusty occupations)***	***Safety/ Mechanical /Electrical Engineer***	***Surveyor***	***Surface Worker at a Coal Mine (Dusty Occupations)***	***Safety Officer***	***Ventilation Officer/ Assistant***	***Dust Suppression Officer***	***Salvage Workers***	***Shift Charge Engineers***
J	***K***	***L***	***M***	***N***	***O***	***P***	***Q***	***R***
Basic Mining Instructors	*Non-Mining Job*	*Unemployed [or Retired]*	***Mechanical/ Electrical Deputies/ Assistants***	***Mechanisation Demonstrators***	***Blacksmith***			
S	***T***	***U***	***V***	***W***	***X***			

12. You are asked to look for documents which might help establish your work history. The following documents will help:

Training certificates, Long Service Award, Letters from British Coal showing redundancy calculations, Payslips, PDD1 or PDD12 Certificates, Letters from Contributions Agency or any other documents relevant to your employment.

Please tick one of the following boxes:

I have looked for the documents and:

Tick one box only

(a) I enclose all the documents I can find ☐

(b) I have already sent all the documents I can find ☐

(c) II do not have any documents ☐

13**. Respirator Usage**		
Did you wear a respirator regularly during a shift when dust conditions were at their worst, on most days of the working week? **Tick Yes or No**	Yes	No

If you have answered **YES**, please give years of use (from 1965 onwards)	**From (year)**	**To (year)**
and		
and		
and		
and		

Any Other Claim

14 (a) Have you ever been in other employment (non-coal mining) where you may have been exposed to substances which could have contributed to your respiratory condition ?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **Yes**, please give details below:

Name of your Employer	Your job	Period Employed	
		From	To

14 (b) Have you made a claim for compensation against any of the employers above?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **Yes**, please give details below:

Changing Work

15. Did you move to lighter work either in or outside the coal industry **because of ill health?**

Yes ☐ **No** ☐

If you answered **No,** please go to Question 16

If you answered **Yes,** please complete the following filling in first the left hand column and then if necessary the right hand column:

	First Transfer	Second Transfer
Specific Job transferred from		
Employer		
Specific Job transferred to		
Employer		
Date of transfer		
Age at transfer		
Reason for ill-health transfer		

If you have transferred more than twice please attach details (or use a blank copy of this page).

Stopping Work

16. The following questions are about when you stopped or changed work and why. It is important you answer them as accurately as possible as this information will be used to search for your records. If the information is not correct it will make it more difficult to find your records and may delay the processing of your claim.

(a) Are you still working in the coal mining industry?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **Yes,** skip the rest of this section and go to Question 17

If **No**:

(b) Please read the following and tick **ONE** box in the column that best describes why you left the industry.

Retired at normal retirement age	☐
Retired before normal retirement age due to ill health	☐
Retired before normal retirement age but not due to ill health	☐
Accepted redundancy	☐
Accepted redundancy because of ill health.	☐
Left to get a job outside the mining industry because of ill health.	☐
Other reason	☐

Please give a **brief** description of why you left if you ticked the last box.

(c) How old were you when you stopped work in the coal mining industry?

I was ☐ years old

(d) did you stop working before leaving the mining industry due to ill health?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **Yes**, please state as best as you can the length of time between stopping work and leaving the industry?

☐ **Months**

(e) please give the specific occupation you were employed in before you left the industry

……..
Your Solicitor will complete this section. Please go on to Question 17.

In completing the table in Question 15 and in answering Question 16, the Claimant has been asked to provide details of the jobs he transferred from and to, and his occupation on leaving the industry. By reference to his answers to these questions and to Schedule 5, Annex 1b of the Handling Agreement (Mineworkers Job Grade Description) please state the specific job grade code and job name for each entry:

Re: Question 15 – Job Grade Code and Job Name on transfer

	First Transfer		Second Transfer	
	Job Grade Code	Job Name	Job Grade Code	Job Name
Specific Job transferred from				
Specific Job transferred to				

** if the Claimant has transferred more than twice please complete the necessary details on a copy of this table.*

Re: Question 16[(e)] – Job Grade Code and Job name on leaving the mining industry

Job Grade Code	Job Name

……..

OTHER

17. Have your health problems caused you to seek help (from family, friends or others) with household DIY jobs that you would normally have done yourself, for example cleaning windows, gardening, decorating, car maintenance?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

18. Have your health problems caused you to seek help (from family, friends or others) with domestic jobs, for example shopping, cleaning, washing up or personal assistance, for such as dressing and bathing?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

19. Have your health problems caused you to incur additional travelling costs, for example, when you have needed to travel by car, taxi or public transport when you might otherwise have walked, or needed to travel by taxi when you might otherwise have travelled by public transport?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

20. Have your health problems caused you to incur any additional miscellaneous expenses, for example, increased heating, laundry or holiday costs?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

21. Have your health problems meant that you had to buy something to help you cope? (for example, bath aids, grab rails, walking aids, high seat armchair etc).

Yes ☐ **No** ☐

22. Is your accommodation: (please tick appropriate box)

House ☐

Bungalow ☐

Flat ☐ **Is this a ground floor flat** **Yes** ☐ **No** ☐

Other ☐ **Please specify** _____

23. Have your health problems meant that you had to make alterations to the building where you live to make life easier for you? (for example ramps, converting your central heating etc)

Tick **Yes** or **No** **Yes** ☐ **No** ☐

24.(a) Have your health problems meant that you had to buy a stairlift to help you cope?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If the stairlift was provided by an organisation, for example, a charity or local authority on the basis that if you receive any compensation you must reimburse them for the costs they have paid, you should answer YES and then answer question 24(b) and (c) and question 25 below.

If NO, please go on to question 25. If YES, please answer the following questions:-

(b) If you bought a stairlift, when did you buy it and how much did it cost?

.....

.....

(c) If you bought it in the last five years, please provide proof of purchase.

25. Did anyone refund you the money for any items that you bought?
Please tick YES or NO

Tick **Yes** or **No** **Yes** ☐ **No** ☐

(a) If **YES**, please indicate for what items a refund was received

(b) Please state the name of the person or organisation who refunded the money.

26. Have your health problems meant that you had to move to other accommodation as a result?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If No, skip the rest of this section and go to Question 27.
If Yes, when you moved did you have to buy your new accommodation?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If No, go to Question 27.
If Yes, answer the following questions:

Did you have to sell your previous accommodation in order to move?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If No, go to Question 27.
If Yes,

(a) what was the sale price?	**£**
(b) what was the purchase price of your new accommodation?	**£**

If Yes, please complete this section of the questionnaire.

(c) what was the address you moved from (including the postcode)?

(d) what was the address you moved to (including the postcode)?

(e) what was the date you moved? ☐☐ Month ☐☐ Year

(f) was the accommodation you moved from : (please tick one box)

(i) a house ☐

(ii) a bungalow ☐

(iii) a flat ☐

(iv) other (please give details at box (h) below) ☐

(g) was the accommodation you moved to : (please tick one box)

(i) a house ☐

(ii) a bungalow ☐

(iii) a flat ☐

(iv) other (please give details at box (h)) ☐

(h) please explain why you had to move in this box :

(i) did anyone help towards the cost (for example a charity or local authority) on the basis that if you receive any compensation you must reimburse them for the costs that they have paid?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If No, skip the rest of this section and go Question **27**.

If Yes, state the name of the person or organisation who helped towards the costs, and what was provided

HOBBIES

27. (a) Do you keep pigeons or other caged birds now?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

(b) If No, have you kept them in the past?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

(c) If Yes, between what years did you keep them

Enter years: ☐ From ☐ To

Smoking History

In Question 28 you are asked for information about your smoking habits now and in the past. It may be difficult to recall exact details and many people are tempted to play down the amount they have smoked. Please try to be as accurate as you can and bear in mind that what you say will be checked against information in your medical records about your past smoking habits. Inaccurate answers may delay settlement of your claim.

Note : If you smoked for a year or more you must answer yes to the question below even if it was only one cigarette or one small cigar a day or an ounce of tobacco a month. (If you smoked for less than a year, or less than one cigarette or small cigar per day you should answer No).

28. Have you ever smoked?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **No**, please go to Question **29**.

If **Yes**, please complete the following table. If you gave up smoking and later re-started give the dates of starting and stopping. If you changed from one form of tobacco to another, eg cigarettes to hand-rolled or small cigars, please give each period separately.

		Average Quantity			
Year Started	Year Stopped	No. of ready made cigarettes smoked per day	No. of cigars smoked per day	Ounces of hand rolled tobacco smoked per week	Smoked a Pipe (tick)

Asthma

This question is about asthma. Although it is not established that asthma can be caused by working in mining, it can be made worse temporarily by coal dust or fumes. However, no compensation will be paid unless there is supporting evidence in your medical records.

29. Have you ever been told by a doctor that you suffer from asthma?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **No** go to Question **30**.

If **Yes,** were your symptoms worse at work?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **Yes,** was this after 4th June1954?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

Were your symptoms better away from work?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **Yes**, was this after 4th June 1954?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

Chronic Bronchitis

Questions 30 to 35 are about chronic bronchitis, a condition which can be caused by mine dust but also by some medical conditions and by smoking. Your answers will be checked against your medical records and any inaccuracies may delay the processing of your claim.

Please answer these questions as accurately as possible:

30.(a) When you worked underground at a British Coal mine after 4th June 1954 did you cough up phlegm from your chest?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

(b) If your answer to question 30(a) is "No", did you cough up phlegm from your chest within a short period of ceasing working underground at a British Coal mine?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If your answers to both questions (a) and (b) was "**No**", then please go on to Question **37**.

If your answer to either question (a) or (b) was "**Yes**", please also answer the following questions:

31. Did you ever have treatment for your cough from a doctor?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

32. How often did you cough up phlegm?

	Tick one of the boxes
a. occasionally	☐
b. most days of the week	☐
c. every day	☐

If you were coughing up phlegm occasionally, please go straight to question **34**. If it was most days or every day, please go on to question **33**.

33. If you were coughing up phlegm every day or on most days, roughly how long did this go on for each year?

	Tick one of the boxes
a. less than three months a year	☐
b. more than three months a year	☐

34. Are you still coughing up phlegm now?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

35. Have you ever coughed up blood or had blood mixed in with your phlegm?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If "**Yes**", please also answer question **36**.

If "**No**", go on to question **37**.

36. Roughly how often have you coughed up blood or had blood mixed in with your phlegm?

	Tick one of the boxes
Only once	
Just a few times	
Many times	

37. Do you have any problems with being more breathless than other people of your age?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

Other Claims

This section is about claims for money you have made arising from your breathing problems associated with working underground for British Coal.

Department of Social Security (DSS) Benefits for Industrial Disease

38. Have you made a claim for Industrial Injuries Disablement Benefit ('a pension') from the DSS for chronic bronchitis or emphysema?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

Note: This question does not apply to any applications made for invalidity or sickness benefit.

If **No,** skip the rest of this question and go to question **39**.

If **Yes**, was it: **Tick one box**

accepted? ☐
Rejected? ☐
Or is it still being dealt with? ☐

If accepted, when was your most recent assessment?

☐
Year

British Coal – Coal Workers Pneumoconiosis Scheme

39. Have you made a claim for payment under the British Coal Pneumoconiosis Scheme?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **No,** skip the rest of this question and go straight to the Declaration at **question 40**.

If **Yes**, was it: **Tick one box**

accepted? ☐
Rejected? ☐
Or is it still being dealt with? ☐

If accepted, what was the date of payment?

Year

40. *YOU **MUST** SIGN THIS DECLARATION*

I declare that the information I have given in answer to all the questions in this questionnaire is correct to the best of my knowledge and belief.

I understand that any information I give will be checked against the information contained in relevant records and that if I deliberately give information that is incorrect, action may be taken against me.

I claim damages and interest from the DTI in accordance with the terms of the BCRDL Claims Handling Agreement and I understand that my claim will be assessed in order to determine whether damages may be due to me for past, present and future loss.

Signed *.....*

Dated ***.....***

Please also sign the attached forms which give authority for release of your medical and other records.

You must return this completed questionnaire, together with the signed records forms, ***and any documents which might help establish your work history if you have ticked box 12(a)*** *to your Solicitor.*

Annex 1b

This is for the use of solicitors only.

MINEWORKERS' JOB GRADE DESCRIPTIONS

Note: The job grade descriptors set out in this Annex are provided for the use of the Claimant's Representative for the purpose of determining the job grade codes required to complete Questions 14 and 15 of the Claim Questionnaire only. They are **not** for use when completing the Employment History Table.

Job Grade	Job Names	Job Description
U1	Face Worker	Directly involved as a team member during coal-getting operations on a coal face or on an advanced heading worked in conjunction with such a face.
	Development Worker	Systematically enlarging a roadway by ripping roof and sides, dinting and the systematic removal and replacement of supports. Carrying out the specialised work involved in making large excavations for roadway junctions, engine houses, air crossings, overcasts and bunkers. Engaged in staple shaft sinking, widening and deepening and major repairs to the shaft lining.
	Coalface Training Instructor	Workman appointed under the National Coal Board Scheme of Training for Coalface Work to supervise and instruct more than one trainee at the face.

U2	Maintenance and ancillary work	Working on drivage, drift, heading or coalface on maintenance and ancillary work. Routine repairing of roadways and other places by any means, including dinting, removing and replacing roadway supports where necessary. Boring holes for gas or water drainage or for exploration, including inserting and adjusting pipes. Extending, dismantling or re-erecting conveyor stage loader and associated bunkers other than on the face. Engaged on work connected with prevention or combating of spontaneous combustion involving the use of sealants either by direct application, through bore holes, or by sandbag walls.
U3	Haulage/Transport	Working on a drivage, drift, heading or coalface on any of the following:- (a) cleaning up spillage along the coalface or at the delivery or return end of a face conveyor; (b) checking supports on the coalface including the recovery of buried supports; (c) moving up electrical switchgear and power packs. Laying rail tracks for locomotive haulage or installing monorail used for manriding. Transporting and handling heavy items of plant including face machinery, powered supports and switchgear to and from sections of the pit. Transporting and handling supplies directly to, and in support of, a multi-heading development or to board and pillar working places.

		Transporting and handling supplies including supports and light items of plant inbye right up to the working face and transporting along the face where applicable.
U4	Linesman/Measurer	Working with surveying instruments and maintaining non-statutory plans, placing and maintaining direction lines and/or taking measurements.
	Staple Pit Winder	Operating an underground winding engine for the purpose of shaft deepening or widening, or in a staple shaft.
	Onsetter	Responsible for control of pit bottom or intermediate landings and the signalling of cages for coal, men and materials.
	Tandem Loco Driver	Driving a Tandem Locomotive used for the haulage of minerals or supplies, or the transportation of men.
	Bunker Control	Responsible for the operation of an underground conveying system including bunkers and loading points by remote control from a central point.
U5	Incline Winder	Operating a slant or dint engine for raising and lowering men, mineral or materials.
	Loco Driver	Driving an underground locomotive for the haulage of mineral or materials or the transportation of men.
	Staple Pit Onsetter Staple Pit Banksman	Responsible for the control of the pit bottom or intermediate landing, staple pit bottom or staple pit top signalling cages for men, mineral or supplies and operating the decking/loading equipment.
	Remote Control Conveyor Transport System Operator	Responsible for the operation of a section of the underground conveying system.
	First Aid Attendant	Engaged on first aid duties.

U6	Dust Sampler Methanometer Operator	Taking samples of roadway dust or air and airborne dust and recording methane content.
	Conveyor and Mobile Bunker Operator	Responsible for controlling the flow of coal from one conveyor to another via a bunker.
	Supplies Transporter	Loading, transporting and off loading materials outbye of the face.
	Fire Prevention Man	Attending to fire fighting equipment and general supervision of fire fighting apparatus underground.
	Roadlayer Rollerman	Laying and maintaining rail tracks other than for manriding or locomotive haulage including preparation of ground and/or installing and maintaining rollers and pulleys.
	Stowing Machine Operator Slusher Operator	Operating mechanical packing equipment.
	Steel Straightener Press Houseman Steel Supports Straightener	Engaged in straightening steel supports using a hand or power driven press.
	Haulage Worker	Operating a rope haulage engine for the purpose of transporting men, minerals or materials.
	Mine Car Circuit Control Man	Responsible for controlling the movement of mine cars or tubs around the pit bottom circuit.
	Waterman Sumper	Cleaning out small sumps and keeping water courses clear of obstruction.
	Combined Armoured Conveyor and Coal Plough Operator	Responsible for the operation of the control switches relating to the armoured face conveyor and all associated face equipment.
	Loaderman	Responsible for filling tubs, trams or minecars.

	Supplies Checker	Checking supplies and keeping records as required.
U7	Conveyor Attendant	Operating a conveyor and dust suppression equipment, cleaning up spillage as necessary.
	Belt Patrol	Patrolling and inspecting conveyors to ensure their safe and efficient operation.
	Train Guard	Operating as a train guard for men, minerals or materials.
	Drift Manrider and Supplies Attendant	Responsible for controlling the loading and unloading of men, also for loading minerals and materials on and off drift manriding and supplies trains; accompanying manriding trains through the drift.
	Compressor Attendant Fanman Auxiliary Fanman Pump Attendant	Operating and attending to the running of underground compressors, pumps, booster or auxiliary fans, and logging information as required.
	Onsetter's Assistant Cage Hand Tub Tippler Operator	Assisting in the area of the pit bottom, intermediate landing, staple pit bottom or staple pit top and giving auxiliary signals as required to onsetter.
	Horse Driver/Keeper	Training, driving or attending to horses.
	Shuttle Car Attendant	Locomotive and/or shuttle car battery attendant.
	General Worker	Performing work of a general character other than highly skilled work.

JOB TITLE	JOB DESCRIPTION	COPD CODE	OLD JOB REF	REVISED JOB REF
	tbd = to be decided			
Air Cleaning Plant Attendant	Responsible for safe,clean,efficient operation of such plant	J	S229	S6/5
Airborne Dust Sampler	Taking samples of dust in the mine air	I	E210	U6/1
Airway Repairer	see Back Ripper / Dinter	D	F4	U1/4
Area Development / Tunnelling Team		F		
Assistant Coal Sampler		J	S380	S6/10
Assistant Structural Erector		J	S320A	SC3/12
Assistant Ventilation Officer	Ensuring adequate ventilation throughout the mine	~~NK~~ O		1037
ATR	Adult Trainee (over 18 yrs)	I		ATR
Auxillary Fanman	Operating/attending auxillary or booster fans (u/g)	I	E156	U7/6
Back Ripper / Repairer	Road / gate repair man, maintaining height and width	D	F4	U1/4
Band Sawyer	Woodworker qualified to use woodworking machines	J	S284	SC2/1
Banksman	Control of Pit Top and shaft signals for winding	J	S209/S375	S3/2
Banksman's Assistant	Assisting Banksman on Pit Top	J	S210	S4/1 or S5/1
Baths Attendant	Cleaner in the Pit Head Baths	J	S266	S6/5
Baths Superintendent	Supervisor of Baths Attendants	J		1036
Basic Mining Instructor		S		
Baum Box	Controlling coal/shale operation in washbox	M		
Belt Patrolman	Patrolling / Inspecting conveyor belts for safety	I	E110	U7/2
Blacksmith	Forging metal work: plant & chains; ropework	~~J~~ X	S307	
Blacksmith's Striker	Blacksmith's assistant	J	S313	SC3/9
Boat Loader	see also Staith Man	J	S327	S6/12
Boiler Cleaner	Cleaning out boiler flues	J	S277	S6/6
Boiler Man/Attendant/Minder/Stoker	Fuelling boiler;maint. Steam pressure & water level	J	S275	S5/9
Boiler Scaler/Chipper	Removing scale from boilers	J	S278	S6/6
Boiler Smith/Repairer	Engaged in construction/repair of boilers	J	S301	SC1/4
Borer – Workshops	Operator of horizontal or vertical boring machine	J		SC1/2
Borer (U/G)	Boring for shot holes or water infusion on face;in dev.heading	A;F	F14/E101	U1/1
Boring Team (Surface)	Exploratory boring from surface drilling rig	J	S271	S4/10
Boring Team U/G Exploration	Exploratory boring from underground drilling rig	I	E103	U2/5
Boring Team U/G Methane Drainage	Boring to release methane gas ("firedamp") from the strata	I	E102	U2/5

Bradford Breaker Operator	Checking blockages in machine & inspecting for loose flights,etc	M		
Bricklayer / Mason (U/G)	Senior bricklayer – qualified for all relevant duties	G	E235	UC1/7
Bricklayer (Surface)		J	S424	SC2/15
Bricklayer (U/G)		G	E237	UC2/3
Bricklayer's Labourer/Mate/Asst. (S)	Assistant jiggering out foundations/old brickwork etc.	J	S262/263	S6/14
Bricklayer's Labourer/Mate/Asst. (U/G)	Assistant jiggering out foundations/old brickwork etc.	I	E150	U7/10
Brusher (Scot.)	see Ripper			
Burner	see Welder			
Cable Repairer & Tester	Workshop repair and testing of electric trailing cables	J		
Cage Hand (Surface)	Assisting loading supplies etc. on to or drawing off the cage	J	S212	S6/1
Cage Hand (U/G)	Assisting loading supplies etc. on to or drawing off the cage	I	E160/162	U7/7
Cage Smith	Repair and maintenance of shaft cage structure	J	S307	SC1/4
Canteen Attendant		J		ANCO6
Canteen Cashier		J		ANCO5
Canteen Cook		J		ANCO4
Caunch (or Canch) Man	see Ripper			
Collier	Coal face worker on hand-filled face (usually up to 1960s)	A	F1	
Canteen Juvenile		J		ANCO7
Canteen Manageress		J		ANCO2
Caretaker		J		ANCO9
Carpenter / Joiner (Surface)	Skilled woodworker (Surface)	J	S317	SC1/10
Carpenter / Joiner (U/G)	Skilled woodworker (U/G)	G	E185	UC1/5
Castings Fettler	Dressing castings by chipping and grinding	J		
Chain & Susp. Gear Tester	Inspector of lifting gear	J		SC2/6
Cleaner	Cleaners of colliery offices and workshops	J		ANCO1
Cleaner (Offices)		J	S268	S6/8
Clerical Staff		J		CO grades
Coal Sampler	Carrying out coal sampling procedures and tests	J	S379	S5/6
Coal Sampler Assistant		J	S380	S6/10
Coalface Training Instructor (at colliery)	Appointed to train/supervise more than one face trainee	B	F71/2	U1/8
Composite Man	Skilled multi-tasking face worker	A,B	F69	U1/1
Compressor Attendant (Surface)	Operating/attending air compressors on the surface	J	S279	U6/5
Compressor Attendant (U/G)	Operating compressed air pump underground	I	F29/E154	U7/6
Control Room Operator	Worker in colliery or CPP communications room	J		1096
Control Room Supervisor	Official in charge of colliery or CPP communications room	J		1095

Conveyor Belt Maintenance Man	Maintaining/Repairing conveyor belts	G	F40/E173	UC3/2
Conveyor Belt Patrol	Patrolling / Inspecting conveyor belts for safety	I	E110	U7/2
Conveyor Installation Man	Erecting, extending (or dismantling) conveyors	I	F20	U2/6
Conveyor Transfer Point Attendant	Operating conveyor/dust suppression eqpmt,clearing spillage	H	E109	U7/1
Crane Driver	Usually a mobile crane operator in the stores compound	J	S361	S5/16
Crutter	see Hard Ground Man			
Deputy (of Face or Development)	Official having Statutory charge of face or development	E		DEP1/2
Deputy (other than of Face or Dev.)	Official having Statutory charge elsewhere below ground	E		DEP1/2
Deputy Manager	Responsible for the mine in the absence of the Manager.	~~NBE~~		M1/M2
Development Heading Team	Road / gate making; tunnelling	F	F1	U1/2
Dinter	Floor repair;digging/jiggering out to maintain height	I	F4	U1/4
Drawer	see Haulage Man			
Drift Mouth Attendant I	Control of Drift Top and signalling for men,mineral,supplies	J	S408	S4/1
Drift Mouth Attendant II	Assistant to above	J	S213	S5/1
Drifter	see Hard Ground Man			
Driver / Handyman	General Unskilled Worker	J		
Dry Cleaner Screen/Fan Attendant	Checking Screens/chutes for blockages and cleaning up	M		
Dry Cleaner Table Operator	Controlling Coal shale separation on D.C Table and checking chutes	M		S5/2
Dust Barrier Man	see Stone Dust Barrier Erector	J		ANC12
Dust Sampler (Airborne dust)	Taking samples of airborne dust with approved instrument	I	E210	U6/1
Dust Sampler (Roadway dust)	Taking samples of roadway dust with approved instrument	I	E158	U6/1
Dust Suppression Officer	Responsible for suppression of dust underground	~~NLP~~		1038
Electrical Deputies/Assistants		V		
Electrical Engineer	Management - responsible for all electrical installations at the mine	~~NFK~~		M1 - M3
Electrician - communications (Surface)	Responsible for installation/maintenance of comms. Eqpmt	J	S383	SC1/13
Electrician - communications (U/G)	Installation and maintenance of comms. Equipment	G	E218	UC1/3
Electrician - Face	U/G electrician qualified for face electrical work	B	F41/F68	UC1/2
Electrician (other than face or surface)	Electrician working "elsewhere below ground"	G	E174/E232	UC1/2
Electrician (Surface)	Electrician working exclusively on the surface	J	S292/S401/403	SC1/2
Erector	see Fabricator	J		
Explosives Store Attendant	Storing/distributing explosives/detonators & keeping records	J	S259	S5/18
Fabricator (Structural Erector)	On-Site assembly of structural steel work	J	S320	SC2/12
Face Production Team Member	Face Worker; "Power Loader Man" ("PLA" or "PLO" or "NPLA")	B	F69	U1/1
Filler	see Collier			
Fireman (S. Wales)	see Deputy			

Fire Prevention Man (U/G)	**Inspection and maintenance of underground fire-fighting equipment**	**I**		
Fire Prevention Man (Surface)	**Inspection and maintenance of surface fire-fighting equipment**	**J**	**S258**	**S5/18**
Firedamp Drainage Plant Attendant	**Attending/maintaining/repairing methane drainage equipment**	**J**	**S349**	**S5/18**
First Aid Room Attendant	**Giving first aid; maintaining medical equipment**	**J**	**S257**	**S4/9**
Fitter - Face	**U/G mechanic qualified for face work**	**B**	**F39/F67**	**UC1/1**
Fitter (other than face)	**Fitter working "elsewhere below ground"**	**G**	**E172/E231**	**UC1/1**
Fitter (Surface)	**Fitter working exclusively on the surface**	**J**	**S296/S400/402**	**SC1/8**
Fitter's Assistant (Surface)		**J**	**S297**	**SC3/5**
Fitter's Assistant (U/G)		**G**	**F40/E173**	**UC3/2**
Forestry Worker		**J**		**ANC11**
FSV Driver	**see also Shuttle Car Driver**	**I**	**E128**	**U2/7**
Gardener		**J**		**ANC10**
Gas Emmission Borer	**see Grade B(v) man (Third Structure)**			
Gate End Supervisor	**Face-end official, Trainee Deputy, Shotfirer**	**E**		**GESU**
General Surface Worker	**Unskilled labourer/assistant**	**J**	**S262/3**	**S6/14**
General Underground Worker	**Gen. Worker "elesewhere below ground" - EBG - I.e. not face**	**I**	**E149/E150**	**U7/10**
Getter	**see Collier**			
Grade A(I) man (Third Structure)	**see Development Heading Team**	**F**	**F1**	**U1/2**
Grade A(ii) man (Third Structure)	**Face: grading/supporting geol,faults;face installation/salvage**	**B**		
Grade A (iii) man (Third Structure)	**see Back Ripper / Dinter**	**D**	**F4**	**U1/4**
Grade A (iv) man (Third Structure)	**Special work:making junctions,engine houses,overcasts, etc**	**D**		**U1/5**
Grade A (v) man (Third Structure)	**Sinking shafts or staple (U/G) shafts or major shaft repair**	**F**		**U1/6**
Grade B (I) man (Third Structure)	**see Back Ripper / Dinter**	**D**	**F4**	**U1/4**
Grade B (ii) man (Third Structure)	**Operating console of remotely operated longwall face**	**H**		**U2/2**
Grade B (iii) man (Third Structure)	**Installing/salvaging equipment**	**I**		**U2/3**
Grade B (iv) man (Third Structure)	**see Back Ripper**	**D**		**U2/4**
Grade B (v) man (Third Structure)	**see Boring Team U/G - exploration & methane drainage**	**I**		**U2/5**
Grade B (vi) man (Third Structure)	**Extending/dismantling conveyors, stage loaders & bunkers**	**I**		**U2/6**
Grade B (vii) man (Third Structure)	**see Shuttle Car Driver**	**I**		**U2/7**
Grade B (viii) man (Third Structure)	**Spontaneous combustion prevention/combating**	**I**		**U2/8**
Grade C (i) man (Third Structure)	**Cleaning up spillage; checking supports; move up of equipment**	**I**		**U3/1**
Grade C (ii) man (Third Structure)	**Laying rail track (.40lb. Per yd.) for loco & manriding track**	**I**		**U3/2**
Grade C (iii) man (Third Structure)	**Transportation of Heavy, Awkward & Abnormal loads**	**I**		**U3/3**
Grade C (iv) man (Third Structure)	**Supplies transport to multi-heading areas or pillar & stall workings**	**I**		**U3/4**
Grade C (v) man (Third Structure)	**Supplies transport to face (and along face if necessary)**	**I**		**U3/5**

Greaser (U/G)	**Job usually done by general worker-U/G**	**I**	**E149/E150**	**U7/10**
Greaser (Surface)	**Job usually done by general worker-Surface**	**J**	**S262/3**	**S6/14**
Hard Ground Man	**Development man in al-in-stone headings**	**F**	**E106**	**U1/2**
Haulage Engine Man	**Operating a rope haulage engine**	**H**	**E131-6**	**U6/8**
Haulage Man	**Movement, control and handling of mine vehicles**	**I**	**E111-9**	**U7/3**
Header	**see Development Heading Team**			
Hewer	**see Collier**			
Hurrier	**see Haulage Man**			
Inspector (Quality Control)	**Inspector of quality of workmanship in workshops**	**J**		**Inspec. Q.C.**
Joiner	**see Carpenter**			
Lamp Room Man	**Cleaning, testing, filling/charging lamps**	**J**	**S273**	**S5/12**
Linesman / Measurer	**Surveying assistant - checking direction lines and distance**	**I**	**E227**	**U4/1**
Loader Man I (Surface)	**Opeartor at major loading point**	**J**	**S405**	**S5/3**
Loader Man II (Surface)	**Unskilled labourer/ assistant at Loading Point**	**J**	**S406**	**S6/14**
Loader Man I (U/G)	**Operator at major Loading Point**	**H**	**E215**	**U6/12**
Loader Man II (U/G)	**Unskilled labourer/assistant at Loading Point**	**H**	**E108**	**U7/1**
Loco Driver (incl. BR lines)	**Loco driving on NCB/BCC and British Rail lines**	**J**	**S372**	
Loco Driver (U/G) I	**Loco driving underground (including manriding)**	**I**	**E124**	**U5/2**
Loco Driver (U/G) II	**Loco driving underground (excluding manriding)**	**I**	**E125**	**U5/2**
Loco Driver / Shunter (NCB/BCC lines)		**J**	**S373**	**S4/2**
Loco Guard (U/G) I	**Loco guard underground (including manriding)**	**I**	**E126**	**U7/4**
Loco Guard (U/G) II	**Loco guard underground (excluding manriding)**	**I**	**E127**	**U7/4**
Loco Shunter (incl. BR lines)	**Loco shunting on NCB/BCC and British Rail lines**	**J**	**S384**	**S4/3**
Machinist	**Operator of workshop machining tools**	**J**	**S298**	**SC1/2**
Manager	**Responsible for all operations in and around the mine**	**~~NC~~E**		**SG8 - M1**
Manhole Maker	**Constructor of side of roadway refuge holes**	**I**	**E104**	**U1/2**
Manrider Train Driver (rope haulage)	**Driver of static manrider haulage engine**	**H**	**E131/133/135**	**U6/8**
Manrider Train Guard (rope haulage)	**Guard accompanying the manrider train**	**I**	**E115**	**U7/4**
Mason	**see Bricklayer**			
Materials Man	**see Supplies Transporter**			
Mechanical Deputies/Assistants		**V**		
Mechanical Engineer	**Management - responsible for all mechanical functions at the mine**	**~~NE~~K**		**M1 - M3**
Mechanisation Demonstrator		**W**		
Medical Centre Attendant	**(completed MCA's Training Course)**	**J**	**S436**	**S3/8**
Methane Drainage Man	**see Grade B(v) man (Third Structure)**	**I**		

Methane Drainage Plant Attendant	**see Firedamp Drainage Plant Attendant**	**J**		
Methanometer Operator	**Measurer of air methane content**	**I**	**E211**	**U6/1**
Mine Driver (Scot.)	**see Development Heading Team**			
Miscellaneous Ancillary	**Any ancillary type of worker not covered by ANC01 to 14**	**J**		**ANC15**
Motor Body Builder	**Repairer of motor vehicle bodies**	**J**		**SC2/14**
Motor Mechanic	**Maintenance/repair of vehicles incl. Engines**	**J**	**S423**	**SC2/14**
Motor Mechanic & Fitter	**Major overhaul repair of motor vehicles and mobile plant**	**J**	**S421**	**SC1/7**
Moulder (of metal)	**Making castings/moulds by machine and then fettling**	**J**	**S425**	**SC2/15**
N.P.L.A. (or P.L.A. or P.L.O.) man	**see Face Prod. Team Member & (Power Loader Man)**	**B**		
Onsetter	**Cage asst. / signaller at Pit Bottom or intermediate stages**	**I**	**E213**	**U4/3;U5/3;U7/7**
Overhead Crane Driver	**Gantry crane operator - workshop or stockyard**	**J**	**S248**	**S5/16**
Overman	**Senior underground official, I.e. senior to a deputy**	**E**		**OVER**
Packer - Pump Packing	**Pumping cement material into pack area**	**D**		**U1/1**
Packer (Face)	**Building packs behind the face; strip packing**	**D**	**F5/F7**	**U1/1**
Packer (mechanical - E.B.G.)	**Using mechanical stower ("slusher") to build packs**	**D**	**E107/E202**	**U6/6**
Packer (mechanical - at face)	**Using mechanical stower ("slusher") to build face packs**	**D**	**F13/F43**	**U6/6**
Packer (other than face)	**Building packs u/g other than at the face**	**D**	**E195**	**U7/10**
Paddy Driver	**see Manrider Train Driver**			
Paddy Guard	**see Manrider Train Guard**			
Painter	**General painting work including preperation**	**G**	**E191**	**UC3/7**
Painter & Decorator		**J**	**S289**	**SC1/1**
Paint Sprayer		**J**		**SC2/19**
Pedestal Grinder	**User of pedestal grinder to trim welds, rough edges**	**J**	**S313**	**SC3/9**
Picking Belt Operators/Attendants	**Alongside picking belt removing stone, etc**	**M**		
Pick Sharpener	**User of pedestal grinder to sharpen picks, bits**	**J**	**S310**	**SC3/10**
Pipe Man (Fitter) - (E.B.G.)	**Extending/dismantling c-air and/or water pipes**	**G**	**E181**	**UC3/1**
Pipe Man (Fitter) - (Face)	**Extending/dismantling c-air and/or water pipes at face**	**G**	**F32**	**UC3/1**
Pipe Man (Fitter) - (Surface)	**Extending/dismantling c-air and/or water pipes on surface**	**J**	**S311**	**SC3/11**
Plate Layer I	**Prep./installation/maintenance of surface rail track**	**J**	**S438**	**SC3/18**
Plate Layer II	**Prep./installation/maintenance of surface rail track**	**J**	**S233**	**S5/7**
Plater	**Prep & assembly of metal plate items of equipment**	**J**	**S296**	**SC1/5**
Powder Magazine Attendant	**see Explosives Store Attendant**			
Power Loader Man	**Face team worker on a mechanised face (P.L.A.)**	**B**	**F69**	**U1/1**
Powered Supports Repairer	**Maintenance/repair of powered supports**	**J**	**S433**	**SC3/6**
Prevention of Gob Fires (PGA)	**Drilling holes for hardstop/nitrogen injection - see Grade B (viii)**	**I**		**U2/8**

Property Worker	Maintenance of NCB/BCC properties: civil and domestic	J		ANC13
Putter	see Haulage Man			
Radial Drill Operator	Setting up/Operating radial drilling machine	J	S334	SC3/15
Raw Coal Crusher Attendant	Chute blockages,ensuring crusher is operating properly,cleaning up	M		
Raw Coal Plant Conveyor-Attendant/Labourer	Cleaning up spillage in Raw Coal Screening/Conveyor area	M		
Raw Coal Screen Attendant	Maintaining clear chutes,screen decks, clearing "pegging" material	M		
Refuge Hole Maker	see Manhole Maker			
Repairer (South Wales)	see Back Ripper			
Repairs (roadway)	see Ripper or Dinter			
Ripper	Gate enlargement behind advancing face	D	F3/E100	U1/1
Roadlayer	Laying/Maintaining tub track incl. Preparation of Ground	I	E140	U6/5
Roadway Dust Sampler	Taking samples of dust on the roadway floor	I	E158	U6/1
Rock Header	see Hard Ground Man			
Rollerman / Rolleywayman	see Roadlayer			
Roof Bolter	Drilling holes for roof bolts - strata reinforcement	F	E189/F48	U1/2
Rope Man (Surface)	Splicing, capping, installing, maintaining haulage ropes	J	S312	SC2/8
Rope Man (U/G)	Splicing, capping, installing, maintaining haulage ropes	G	E182	UC2/2
Safety Engineer	Management - Responsible for safety policy in and around the mine	K		M2 - M4
Safety Officer	Responsible for implementation of safety policy	~~NIN~~		1039
Salvage Worker (E.B.G.)	Withdrawing support/equipment from abandoned roads	~~I~~Q	E145	U2/3
Salvage Worker (Face)	Withdrawing support/equipment from abandoned faces	~~I~~Q		U1/3
Screen Hand/Attendant/Screen Engineman	General work on Screens	M	S220	S6/4
Security Officer		J		ANC08
Shaft Sinker	Mine Shaft excavation	F	E105	U1/6
Shaftsman	Examination/Maintenance/Repair work in shafts + slinging	G	E187/E236	UC1/8
Shaftsman's Assistant	Maintenance/Repair work in shafts + slinging	G	E188/E238	UC2/4
Shift Charge Engineer (Electrical)	Electrician's Foreman	~~TBD~~R		1090E
Shift Charge Engineer (Mechanical)	Fitter's Foreman	~~TBD~~R		1090M
Shunter		J	S239;S384	S4/3; S5/7
Shuttle Car Driver	Operating wheeled vehicle to carry mineral or supplies	I	E128	U2/7
Slant Engine Man	Operating haulage engine at top of Surface Drift ("slant")	J	S382	S3/1
Slinger	Slinging supplies for loading/unloading (surface stockyard)	J	S437	S5/20
Slusher Operator	see Packer (mechanical - at face)	D		
Special Work	see Grade A (iv) man (Third Structure)	D		
Stage Loader Operator	Attendant of Armoured Conveyor between AFC & gate c/v	H		U6/11

Staith Man	Loading coal at quayside into boats/ships/barges	J	S327	ANC14
Stallman	Collier in Pillar and Stall workings	C		
Stone Man, Stone Miner	see Hard Ground Man			
Stone Dust Barrier Erector	Erecting, extending (or dismantling) explosion barriers	I	E149	U7/10
Stores Attendant/Store Man	Worker in the colliery / workshop surface stores	J	S363	S6/5
Structural Erector	see Fabricator	J	S320	SC2/12
Sumpman / Sumper	Making/clearing out sumps and water drainage courses (u/g)	I	E151	U6/10
Supervising Workman (Face)	Workman appointed to train/supervise one face trainee	B	F71/1	U1/7
Supplies Transporter	Loading, transporting, off-loading materials outbye of face	I	E1444,E239	U6/3
Surface Foreman	Supervisor of Surface Workers	J		1010/1011
Surveyor	Management - responsible for mine plans, support rules etc	NG		M1- M4
Survey Office Staff	Incl. Surveyors Asst use of simple surveying equipment	NH		
Thermal Dryer Operator	Controlling furnace (temperature & Coal)	M		
Timberer	Setting wooden props on hand-filled face	A	F6	
Tippler Operator (inside closed Plant)	Placing tubs/trams/drams into tippler and operating tippler	M		
Track Layer	Laying/Maintaining track less than 40lb per yard	I	E140	U6/5
Track Layer (Loco & Manrider track)	Laying/Maintaining track more than 40lb per yard	I	E141	U3/2
Training Officer	Responsible to Manager for training; clerical update.	J		1045
Trammer	see Haulage Man			
Tub Repairer (Surface)	Assembling/repairing pit tubs, including riveting	J	S332	SC3/14
Tub Repairer (U/G)	Assembling/repairing pit tubs, including riveting	G	E203	UC3/9
Undermanager	Manager in charge of faces/roadways underground	~~NAE~~		M2 - M4
Ventilation Officer/Assistant	Responsible for adequate ventilation underground in mine	~~NJO~~		1038
Wagon Repairer	Repair and rebuilding of railway wagons	J	S323/S442	SC1/11 or SC2/9
Washbox / Baum Box	see Baum Box	M		
Washery Operator / Attendant	Controlling operation of Screens, centrifuges, crushers, etc.	M	S222	S5/2
Wasteman	Withdrawin supports on hand-filled face	A	F71/1	
Watchman	see Security Officer	J	S267	S6/9
Waterman	Making/clearing out sumps and water courses (u/g)	I	E146	U6/10
Way Layer	see Track Layer	I	E140/E141	U6/5 & U3/2
Welder	Skilled in acetylene or electric welding	J	S299	SC1/3
Wheelwright	see Carpenter / Joiner (u/g and surface)			
Winding Engine Man	Operating a shaft winding engine for raising/lowering cage	J	S200	S1/1
Woodworker (Surface)	Undertaking rough joinery work (surface)	J	S318	SC3/1
Woodworker (U/G)	Undertaking rough joinery work (U/G)	G	E186/E200	UC3/6

SCHEDULE 6

MANDATES

SURVIVING MINEWORKERS

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:…..……..

REQUEST FOR GENERAL PRACTITIONER'S RECORDS

I ,.....of .....

.....

Date of Birth: | | | | National Insurance number: | | | | | | | | | | |

authorise the disclosure of the originals of my full medical notes, records and x-rays held by my General Practitioner to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

……..

and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my medical condition.

No proceedings are contemplated against my GP or the Health Authority or any individual named in the records.

My General Practitioner's name and address is:

.....…….....……

.....…….....

.....…….....

..... Post Code:…….....

Signed: .....…….....

Date: .....…….....

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..……..

REQUEST FOR HOSPITAL RECORDS

I ,.....of .....….....

.....

Date of Birth: | | | | National Insurance number: | | | | | | | | | | |

authorise the disclosure of the originals of my full medical notes, records and x-rays in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors ……..
and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my medical condition.

No proceedings are contemplated against any Hospital Trust, Health Authority or any individual named in the records.

Hospital* name, address and number:

.....…….....…
.....…….....
.....…….....
.....…….....

* if more than 1 Hospital is involved, please complete a separate authority for each Hospital

Signed: .....…….....

Date: .....…….....

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..……..

REQUEST FOR DEPARTMENT OF WORK AND PENSIONS RECORDS

I ,.....of .....

.....…….....

Date of Birth: | | | | National Insurance number: | | | | | | | | | |

authorise the disclosure of the originals of my full medical notes, records and x-rays in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors ……..
and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my medical condition.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..……..

REQUEST FOR DEPARTMENT OF WORK AND PENSIONS (LOCAL OFFICE) RECORDS

I ,.....of .....

.....

Date of Birth: | | | | National Insurance number: | | | | | | | | | |

authorise the disclosure of the originals of my full medical notes, records and x-rays in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors ……..
and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my medical condition.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..……..

REQUEST FOR COAL PENSION SCHEMES RECORDS

I ,.....of .....…….....

.....

Date of Birth: | | | | National Insurance number: | | | | | | | | | |

authorise the disclosure of the originals of my Coal Pension Scheme records in your possession, relating to my employment with British Coal Corporation/Private Licensed Mines/British Coal contractor, to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors ……..
and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my medical condition.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..……..

REQUEST FOR BRITISH COAL MEDICAL RECORDS

I ,.....of

.....

.....

.....

National Insurance Number:

Date of Birth:

authorise the disclosure of the originals of my full medical notes, records (but not X-rays) in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

……..…….. and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my medical condition.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……

REQUEST FOR COLLIERY WORKERS PNEUMOCONIOSIS RECORDS

I, …….. of ……..
…….

Date of Birth: | | | | National Insurance number: | | | | | | | | | |

authorise the disclosure of the originals of my full records in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

……

and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my medical condition.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..……..

REQUEST FOR REDUNDANCY RECORDS

I ,.....of .....…….....

.....

Date of Birth: | | | | National Insurance number: | | | | | | | | | |

authorise the disclosure of the originals of my redundancy records in your possession, relating to my employment with British Coal Corporation/Private Licensed Mines/British Coal contractor, to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors……..
and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about my claim for compensation.

Signed: .....……

Date: .....……

SCHEDULE 7

MEDICAL ASSESSMENT PROCESS (MAP)

Sections:

Annexes:

1a Screening Spirometry

1b Report on Screening Spirometry Tests

1c Screening Spirometry – Appointment Letter and Information Sheet

2 Prioritisation

3 Lung Function Testing

4 Report on Lung Function Tests

5a Domiciliary Visits - GP Certification

5b Short Life Expectancy – GP Certification

6 Domiciliary Visits – Lung Function Tests and Consultation with a Respiratory Specialist

7a Instructions and Guidance to Respiratory Specialists: COPD

7b MAP Medical Report for Respiratory Specialists: COPD

8a CB-Only Claims - Procedure

8b Instructions and Guidance to Respiratory Specialists: CB-Only Claims

8c MAP Medical Report for Respiratory Specialists: CB-Only

9 Death in Process

10a Patient Claims

10b Certificate where Claimant previously identified as Patient Claimant

10c Certificate where Claimant not previously identified as Patient Claimant

11 Prisoners

MEDICAL ASSESSMENT PROCESS (MAP)

Background and Objectives

1. The intention is to validate claims using an agreed Medical Assessment Process (MAP) acceptable to both Parties which is based on quality assured, standardised, procedures. This process will compensate Claimants as speedily as possible, be fair, and take account of the scarcity of the specialised resources required. It will also ensure value for the public monies expended.

2. The advantages of this MAP will be maximised by having a nation-wide, co-ordinated service, delivering to a consistently high standard at locations convenient to Claimants, many of whom are elderly and infirm. A Service Provider, with the requisite logistical and organisational capability will be contracted by the DTI to carry out large numbers of medical assessments. These will be delivered to a defined standard to provide consistency, reliability and fairness between individual Claimants and ensure that compensation relates as closely as possible to the injury suffered. Continuing external audit of service delivery will ensure that standards are maintained and objectives met. Review mechanisms will allow procedures to be improved, wherever possible, in the light of practical experience of the operation of the MAP.

3. The MAP is planned to cover up to 100,000 Claimants, and determine the degree of any lung injury they have suffered due to negligent exposure to mining dust and fumes when working underground at a BCC Mine. The DTI's liability is as established in the January 1998 judgment (save that the DTI will not seek to distinguish emphysema from Small Airways Disease with a view to reducing compensation awards).

4. A mass screening process of all Claimants, using spirometry, will enable prioritisation for entry into the MAP – as explained at paragraphs 8 and 9.

The Condition

5. Chronic Obstructive Pulmonary Disease (COPD) is the term for the respiratory condition which embraces emphysema, chronic bronchitis (CB), chronic airflow obstruction, chronic obstructive airways disease (COAD), and other synonyms. COPD is primarily characterised by airflow obstruction, demonstrated by relatively reduced lung function, as measured by FEV1 and, usually, FEV1/VC ratio.

6. Injury resulting in impairment, ie the loss of lung function, can produce disability which affects physical performance. Compensation is payable for pain, suffering and loss of amenity (general damages) and also for loss which can be calculated in financial terms (special damages) such as loss of wages, redundancy and pension when the Claimant had to give up work prematurely.

Information from Claimants

7. The Claim Questionnaire (see Schedule 5) completed by the Claimant will be sent to the Respiratory Specialist. It is designed to facilitate the processing of large volumes of claims by avoiding conventional letters of claim variable in content, structure and detail.

Screening Spirometry

8. This will:

a. prioritise Claimants, to allow them to progress to the MAP in an order recognising their age and the date of their claim;

b. allow interim payments to be made to Claimants wherever practicable, whilst they await the next stage of the MAP; and

c. allow expedited offers of settlement to be made where the Claimant does not wish to progress through the MAP**.**

9. The nature of the spirometry tests and the procedures for conducting them are at Annex 1a, with the accompanying report form at Annex 1b. The tests form part of the delivery contract between the DTI and the Service Provider.

Prioritisation of Claimants

10. The basis for prioritisation is at Annex 2. Claimants will be prioritised initially to determine the order in which they will be invited for Screening Spirometry and, subsequently, the order in which Claimants then move through the full MAP, ie lung function testing and consultation with the Respiratory Specialist. Separate provision is made for the prioritisation of Non Lead Litigated Claims and other claims where a Claimant's Medical Report has been served.

Lung Function Testing

11. Post-screening, Claimants may elect to progress to the MAP, i.e. lung function testing and medical consultation. The nature of these tests and procedures for conducting them are at Annex 3, with the accompanying report form at Annex 4**.** Lung function tests will provide comprehensive information about the Claimant's lung function and indicative evidence of the factors which may be causing any detriment to it. The tests will be performed under contract to the DTI by a Service Provider. The tests are relatively objective and capable of attaining a high degree of consistency and reliability in differentiating the degree and nature of any loss of lung function between individual Claimants.

12. For the purposes of this MAP, improvement*s* of 200ml or more and greater than 20%, post-bronchodilator, of the pre bronchodilator base FEV1 reading, are indicative of asthma. Claimants who have such a response will still be able to proceed through the MAP but will not received an offer of an Expedited Payment.

Domiciliary Visits

13. The conduct of domiciliary medical assessments is set out at Annex 6.

Medical and Other Records

14. Analysis of a Claimant's medical history is needed:

a. to provide, whenever possible, evidence of COPD conditions to support a positive diagnosis;

b. to establish the presence of any diagnosed pneumoconiosis and to corroborate instances in the past of chronic bronchitis and temporary exacerbation of asthma;

c. to identify co-morbid conditions which could be the cause of disability for which the DTI has not been found liable;

d. to verify the Claimant's smoking history.

15. GP, British Coal medical records, and DSS records (where the Claimant has applied for ill-health benefits) will be sought in all cases. As soon as a complete set of GP records is obtained all records by then received will be sent to the Respiratory Specialist, whilst the Service Provider will continue to search for other remaining records. The Service Provider will continue the records search until one of the following occurs:

(a) it is established that the other records do not exist; or
(b) the Service Provider is notified by Capita that the records are no longer required because of agreement between Capita and the Claimant's Representative;
(c) or because of notification by Capita of the settlement of the claim.

Other medical records may be needed to allow a more accurate assessment of the Claimant's condition, such as those from hospitals, as determined by the Respiratory Specialist. Additionally Capita, who handle claims on behalf of the DTI, will examine various records accumulated by British Coal eg. details of Claimants that have applied to the Coal Workers Pneumoconiosis Compensation Scheme, as well as Coal Pension Scheme records etc.

16. Records, together with the results of the lung function tests, will be sent to the Respiratory Specialist in advance of the consultation.

17. The Service Provider will be responsible for obtaining the relevant medical records; Capita will be responsible for obtaining other records (eg employment records). All records will be disclosed to the Claimant's Representative. All medical records thus obtained will be used solely in connection with the processing of the Claimant's claim for compensation in accordance with the terms of this Agreement.

Medical Examinations

18. All Claimants who so elect will have a consultation with a Respiratory Specialist. This will include the standard doctor/patient question and answer session as well as an examination. The Claimant may be invited to take further tests if considered essential by the Respiratory Specialist to make an overall assessment of the Claimant's condition based upon the balance of probabilities.

19.The Respiratory Specialist will positively diagnose the presence of any COPD conditions and corroborate any past instances of chronic bronchitis. Any evidence of asthma, past or current, will also be noted, particularly when temporary exacerbation of asthma is claimed. Any co-morbid conditions for which the DTI is not liable will also be identified. The Respiratory Specialist will also confirm or correct the Claimant's smoking history.

20. The principal task for the Respiratory Specialist is to assess the disability that is attributable to COPD. Instructions and Guidance to Respiratory Specialists and the MAP Medical Report to be completed are at Annexes 7a and 7b, respectively. The MAP Medical Report will be sent to Capita and to the Claimant's Representative.

Chronic Bronchitis (CB)

21. The Respiratory Specialist will confirm whether or not the Claimant has, on the balance of probabilities, suffered chronic bronchitis during, or shortly after, a period when he worked for British Coal. Those Claimants who limit their claim to chronic bronchitis-only will follow the procedure outlined in Annex 8a**.**

Co-morbid Conditions

22. As identification and assessment of co-morbidity is important to the calculation of a fair award, examination of the Claimant by the Respiratory Specialist may reveal previously undiagnosed conditions for which further investigation or treatment may be appropriate. These cases will be handled sensitively. The Claimant's GP will be informed and the Claimant will be advised to visit his GP.

Additional Tests

23. The Respiratory Specialist will have, at the time of the consultation, a set of copies in date order of the Claimant's medical records that have been obtained, the Claimant's Claim Questionnaire, the Claimant's Employment Summary, and the results of the further lung function tests. However, the Respiratory Specialist may, if it is considered essential for an accurate overall assessment of disability on the balance of probabilities, and/or to resolve any anomalies in the information, seek further information. This could include additional medical records, further tests to aid a positive diagnosis or to confirm a co-morbid condition (chest radiography or ECG), or exceptionally a report from another specialist. A test of exercise capability may also be suggested by the Respiratory Specialist, where the individual's claims as to the severity of his condition are not supported by the available evidence or by the initial assessment. The way in which these will be conducted and the safeguards that will surround them are explained in Annex 7a.

Delivery Arrangements

24. The medical services required to provide the various elements of the MAP will be delivered via a GB-wide contract with DTI. The elements are:

a. Screening Spirometry;

b. collection, copying, collating and sorting the various classes of medical and other records, and transporting them to the Respiratory Specialists;

c. comprehensive lung function tests for those Claimants electing to take them;

d. consultations (including examinations) with Respiratory Specialists;

e. exceptionally, supplementary tests (or expert opinions) as requested by the Respiratory Specialists.

Medical Reference Panel (MRP)

25.The current members of the MRP are:

Dr Mark Britton
The Mews
The Runnymede Hospital
Chertsey
Surrey
KT16 0RQ

Dr John Moore-Gillon
Department of Respiratory Medicine
St Bartholomew's Hospital
West Smithfield
London
EC1A 7BE

Dr Robin Rudd
22 Upper Wimpole Street
London
W1G 6NB

26. The role and functions of the MRP are:

a. to assist in monitoring the operation of the MAP in the light of experience, and report quarterly to DTI and the CG making recommendations as to any modifications to the MAP it feels to be necessary;

b. to advise the parties jointly, and its recommendations will be expected to influence the subsequent action taken;

c. to undertake other tasks as instructed by the Parties.

27. It will have a membership of Dr M Britton, Dr J Moore-Gillon and Dr R Rudd.

28. The MRP will be invited to report upon the basis of joint instructions between the parties. The MRP may not be instructed to consider any issue without the express agreement of both parties.

29. As the MAP is introduced and applied to large volumes of Claimants, there will be careful monitoring and, where appropriate, refinement. Areas where the MRP could assist include:

a. evaluating the added value gained from specific tests, eg for lung function, in the light of the empirical evidence being gathered as Claimants pass through the MAP, suggesting modifications or streamlining where appropriate;

b. developing the guidance given to Respiratory Specialists in the light of practical experience being gained, and novel and unanticipated problems occurring.

30. Any reports produced by the MRP will be expected to reflect the views of all of the members of the panel, and if there is a dispute, for details of the dispute to be included in the report so that any report represents the range of views expressed by the membership of the panel. Any report from the MRP will confirm the members of the MRP who have seen it. If a report is prepared without a contribution from all of the members, those members contributing should be identified in the report and the reason(s) for the absence of a contribution from the other members noted.

31. The MAP is designed to minimise the scope for arguments, and the Disputes Procedure is intended to resolve those that arise. However, there may be occasions when consideration by the MRP would help. This may simply be a matter of a novel or unusual feature of a particular case which is likely to recur in others such that a precedent should usefully be established to expedite settlement of future claims with comparable features. Alternatively, it may be more substantive where definitive advice on the presence or absence of a particular condition (COPD or co-morbid) is needed, and/or an assessment of the severity of the injury it entails. Further litigation needs to be avoided wherever possible.

32. Where the MRP believes that it would be appropriate to take advice from non-medical experts, or medical experts whose specialism and experience is not reflected in the membership of the panel, to assist them in carrying out these functions then the panel should so advise the parties, setting out the issue to be addressed and the person to be consulted. The parties will then consider the MRP's request. If the parties agree with the panel on the instruction of the expert then the parties will jointly instruct the expert to report directly to the MRP (and simultaneously to the parties) and the DTI will be responsible for the fees of the expert.

33. The reasonable costs and expenses of the MRP members shall be paid by the DTI.

Protocol for the Monthly Audit of MAP Reports.

34. The protocol which has been agreed between the CG and DTI is set out at Annex 11.

Review Procedures

35. Both Parties wish the MAP and its associated procedures to develop in the light of experience, with refinement and streamlining whenever appropriate. Regular review meetings between the two Parties will be held to this end, the first three months after the date of this Agreement.

Annex 1a

SCREENING SPIROMETRY

1. All Claimants will have spirometry to establish FEV1, FVC, VC, FEV1:VC ratio and PEF. Equipment will be pre-programmed with the ECSC (European Coal and Steel Community) predicted values and each Claimant's age, weight and height will be entered before he is tested. A full printout of the results, plus traces indicating the result of the test graphically, will be produced. Three repetitions will be performed if possible, before and after the application of a bronchodilator and the best result taken. Corrections will be made for ambient variations in body temperature and pressure and water saturation (i.e. Body Temperature & Pressure, Saturated). Comparable procedures will be followed for spirometry during domiciliary visits. The results of the tests will be copied by the Service Provider to Capita and to the Claimant's Representative at the same time.

Bronchodilator

2. All Claimants who, following the three repetitions, have a best FEV1 90% of predicted or less will have a bronchodilator administered (Salbutamol via spacer) before undertaking further spirometry, save where medically contra-indicated.

Standard of testing

3. Each centre will conduct spirometry tests to a recognised standard in accordance with guidance from the Association of Respiratory Technicians and Physiologists (ARTP) and the British Thoracic Society (BTS). Compliance with the agreed standard will be maintained via a detailed technical testing specification and regular quality assurance checks. The delivery of the service will be by contract to the DTI which will enhance the quality assurance measures that can be applied. The aim is to ensure accuracy, consistency and reliability (see Annex 3). In addition to the equipment installed and maintained at the testing centre, suitable equipment will be used for domiciliary visits.

Notification of Appointments

4. Atos Origin will write to each Claimant, in accordance with the prioritisation arrangements (see Annex 2). An example of an appointment letter and the accompanying information sheet is at Annex 1c.

Invalid Tests

5. Where a Claimant attends for Screening Spirometry and his results are invalid because he had taken a bronchodilator prior to his appointment or are otherwise invalid (other than for medical reasons), then at the time of his appointment, Healthcall will, if appropriate, attempt to arrange a further appointment for Screening Spirometry at the earliest opportunity.

Annex 1b

REPORT ON SCREENING SPIROMETRY TESTS

The technician will be required to complete the following form for each test and return it to Atos Origin.

Place of test :			
Date of test :			
Name of Claimant :			
Capita Ref. No :		National Insurance No :	
Age of Claimant (years) :		Date of birth of Claimant : Day : Month : Year :	
Weight of Claimant (kgs) :		Height of Claimant (metres):	
Were full instructions given to the Claimant on how to perform the test? Tick **Yes** to confirm.		**Yes**	
Is the trace of the manoeuvre consistent with maximum effort? Tick **Yes** or **No**		**Yes**	**No**

Spirometry Results	Pre-bronchodilator		Post-bronchodilator	
	Actual Value	% of Predicted	Actual Value	% of Predicted
FEV1				
FVC				
VC				
FEV1:FVC Ratio				
FEV1:VC Ratio				
PEF				

	Actual Value (ml)	Percentage change (+/- %)
FEV1 Reversibility :		

Type of bronchodilator administered :	
Dosage of bronchodilator administered :	

Comments of tester (if any)

I confirm that the contents of this report are true to the best of my knowledge and belief, that it complies with my obligation to be fair to both parties and that the tests were carried out in accordance with the terms of the Contract between the DTI and the Service Provider.
Name of tester:
Signature of tester:

Annex 1c

Screening Spirometry – appointment letter and information sheet

Dear

LUNG FUNCTION ASSESSMENT - REFERENCE NO:

As part of the process to compensate miners for lung impairment caused by coal dust, it is necessary to assess your lung function. Atos Origin has been appointed to carry out the lung function tests and we have arranged an appointment for you at:

[

]

Please telephone the number below within the next 7 days so that we can advise you of the date and time of the appointment.

Freephone: [ ]

You can call between 8.00am and 6.00pm Monday to Friday. When calling, you will be asked to quote the reference number given at the top of this page and confirm that you are able to attend the appointment allocated.

The assessment could take about one hour and will involve some simple breathing tests.

There are a number of things you must ensure you are aware of before your assessment. These are detailed on the enclosed Claimant information sheet, which you are asked to read carefully.

Yours sincerely

INFORMATION SHEET FOR SCREENING SPIROMETRY

PLEASE NOTE: If you have had any surgery or illness within the past six weeks, or have ever had an adverse reaction to a bronchodilator in the past, you may need to seek medical advice before performing the test. If you are in any doubt, please consult your GP who will be able to advise you. On the day of the test you will be asked a number of questions including the details of any medication that you are currently taking. Alternatively, please bring the medication with you.

1. Please try and arrive 10 minutes before your appointment and make yourself known to our receptionist.

2. The purpose of the assessment is to measure the breathing capacity of your lungs in order that any loss of function can be quantified.

3. You will be introduced to our Medical Technician who will explain the procedure and will tell you exactly what is involved in your assessment.

4. Your height will be measured in order to calculate your predicted lung function. You will also be weighed.

5. The test comprises three elements:

   - You will be asked to perform a series of 'blows' into a spirometer.
   - You will then be asked to breathe in a drug called a bronchodilator followed by a rest period.
   - You will be asked to repeat a series of 'blows' into the spirometer.

6. The results of these tests will allow an assessment of your lung function to be made.

7. The technician will not be able to provide information about your results on the day but these will be sent to your solicitor.

8. Our staff and Medical Technicians are there to help you with your assessment.

   Please ask them to repeat any points you are unsure of, or if there are any aspects of the breathing test you wish to be explained further.

9. You may be asked to complete a satisfaction questionnaire following the assessment. This will help us deliver the best possible service to other Claimants and we would appreciate your co-operation.

Continued..

IN ORDER TO COMPLY WITH AGREED STANDARDS, PLEASE TRY NOT TO:-

- Smoke for 24 hours prior to the assessment
- Consume alcohol for at least 4 hours prior to the assessment
- Wear clothing that substantially restricts full chest and abdominal expansion
- Eat a substantial meal for at least 2 hours prior to the assessment
- Take short acting bronchodilator drugs (eg ventolin/salbutamol) for at least 4 hours prior to the assessment if possible.

N.B. Even if you are capable, please do not partake of any vigorous exercise for at least 30 minutes prior to the assessment.

The telephone number given is for confirming appointments only. Any other queries you have about your claim should be addressed to your solicitor.

Annex 2

PRIORITISATION OF CLAIMANTS CLAIMING COPD

FOR SURVIVING MINEWORKERS CLAIMING COPD:

1. There are three stages of prioritisation:

   A. Claimants who have served a Claimant's Medical Report;

   B. Claimants undergoing Screening Spirometry; and

   C. Claimants proceeding through the MAP, after lung function testing.

A. Claimant's Medical Report Served

2. Where a Claimant's Medical Report is accepted but the Claimant nevertheless opts to proceed through the MAP, he will not be required to undertake Screening Spirometry and will be prioritised for Lung Function Testing on the basis of the FEV1 results in the Claimant's Medical Report.

3. Where a Non Lead Litigated Claimant's Medical Report is rejected he will not be required to undertake Screening Spirometry and will be credited with 40 points.

4. Where other Claimant's Medical Reports are rejected, the Claimant will not be required to undertake Screening Spirometry and will be credited with 20 points.

B. Screening Spirometry

5. Three factors will be taken into account:

   a. age of Claimant;
   b. the date of receipt of claim;
   c. short life expectancy (as recorded by the GP).

6. Each Claimant will be prioritised by using a points scoring system (Table 1) - the higher the points the greater the priority. The age of the Claimant and any short life expectancy are considered to be more important factors than the date of the claim, and are therefore weighted more heavily.

7. Points will be allocated according to the age of the Claimant and the age of his claim. Additional points will be added following written confirmation from the GP that the Claimant has a life expectancy of less than 2 years. GP's will not be invited to make this judgment in each case but, if such information is provided, it will form part of the overall score. Neither Capita nor the Claimant's Representative will initiate this part of the procedure unless a Claimant or someone on his behalf first indicates its need. A suggested letter for this purpose is at Annex 5b. If GPs, Claimants or their Representatives misuse this system

those who are genuinely vulnerable will be placed further down the queue than they might otherwise be.

8. The maximum score for prioritisation for Screening Spirometry is 110 points which would be achieved by an individual who is 80, with a life expectancy of one year or less, whose Medical Report was rejected and was submitted at least three years ago.

9. Where spare capacity exists for spirometry in a particular region, appointments will be reallocated where appropriate, i.e. appointments will not be foregone in one area because there are Claimants with a higher priority awaiting Screening Spirometry in another.

10. Flexibility in the system will be needed (eg. a 50 year old with a recent claim with less than a year to live because of a condition other than COPD is likely to be placed down the list). Some appointment times will be kept clear to allow special cases to be seen at short notice.

C. Claimants proceeding through the MAP

11. Claimants who produce a spirometry result at Screening Spirometry will be prioritised for lung function testing and medical consultation on the basis of the three factors used for screening spirometry, plus the FEV1 reading, (an indication of possible loss of lung function). The maximum number of points thus increases to 150. Points awarded under paragraph 3 or 4 will be included in the score.

12. Appointments for lung function testing and consultation will be made in batches, as the results of Screening Spirometry become available.

13. A Claimant who is unable for medical reasons to produce a spirometry result, will be prioritised in accordance with this procedure but, as he will not have undergone Screening Spirometry, he will receive 30 points towards his score in lieu of the points that would otherwise have been awarded after Screening Spirometry.

14. A Claimant who for some other reason does not produce a spirometry result, will still be allowed through the MAP but will receive no points under part B of Table 1.

15. As with Screening Spirometry, prioritisation will not override geographical variations in the availability of resources. All available resources will be used to the maximum even though Claimants based in one area may be tested or examined ahead of someone with a higher priority score in another.

16. Anomalies will be dealt with on their merits and, as for Screening Spirometry, some appointments will be kept clear to allow special cases to be assessed at short notice.

FOR DECEASED MINEWORKERS:

17. These claims will be processed by a paper-based assessment with priority being given to widows and co-habitees. As with surviving mineworkers, a points-based approach will be adopted as per Table 2 below.

FOR CHRONIC BRONCHITIS-ONLY:

18. Claims will be prioritised in accordance with the priority points procedure set out at Table 3 below for subsequent assessment by the Respiratory Specialist.

TABLE 1 – SURVIVING MINEWORKERS COPD CLAIMS

Priority points are awarded pre Screening Spirometry for the purpose of prioritising claims for Screening Spirometry. Points awarded pre Screening Spirometry together with further points awarded post Screening Spirometry give a prioritisation score for progression through the full MAP.

A. Pre Screening Spirometry

(i) Age of Claimant

80 or more	40
75 – 79	35
70 – 74	30
65 – 69	25
60 – 64	20
55 – 59	15
50 – 54	10
45 – 49	5
45 or less	0

(ii) Age of claim

- 3 years or more	30
- 24 - 35 months	25
- 13-23 months	20
- 10 -12 months	15
- 7 - 9 months	10
- 6 months or less	5

(iii) Short life expectancy ∅

- less than 1 year	40
- 1 year to two years	30

B. Post-screening

(i) FEV1 (% of predicted) *

20 & below	40
21 – 30	35
31 – 40	30
41 – 50	25
51 – 60	20
61 – 70	15
71 – 80	10
81 or more	0

* Post bronchodilator

(ii) Claimants who do not produce a Spirometry Result for medical reasons.	30
(iii) Claimants who do not produce a Spirometry Result for some other reason	0
(iv) Claimant's Medical Report as in (i) accepted but who opt to go above through the MAP	
(v) Claimant's Medical Report rejected (Non Lead Litigated)	40
(vi) Other Claimant's Medical Report rejected	20

∅ as certified by GP

TABLE 2 – DECEASED MINEWORKERS

(i) Miner's Date of Birth*

pre-1910	40
1911-1920	35
1921-1930	30
1931-1940	20
post 1940	0

(ii) Claimant type

- Widow / Co-Habitee	40
- Other Dependant	20
- Estate only	10

(iii) Age of claim

- 3 years or more	30
- 24 - 35 months	25
- 13-23 months	20
- 10 -12 months	15
- 7 - 9 months	10
- 6 months or less	5

(iv) Short life expectancy of Widow, Co-Habitee ∅ or Claimant

- less than 1 year	40
- 1 year to two years	30

(iv)	Claimant's Medical Report rejected (Non Lead Litigated claims)	40
(v)	Other Claimant's Medical Report	20
(vi)	Widows/Co-Habitee aged 80 years old or above	10

∅ as certified by GP

*** Note: This is only to be applied in Widow/Co-habitee cases.**

TABLE 3 – CHRONIC BRONCHITIS-ONLY

(i) Age of Claimant

80 or more	40
75 – 79	35
70 – 74	30
65 – 69	25
60 – 64	20
55 – 59	15
50 – 54	10
45 – 49	5
45 or less	0

(iii) Short life expectancy ∅

- less than 1 year	40
- 1 year to two years	30

(iv)	Claimant's medical Report rejected (Non Lead Litigated)	40
(v)	Other Claimant's Medical Report rejected	20

∅ as certified by GP

(ii) Age of claim

- 3 years or more	30
- 24 - 35 months	25
- 13-23 months	20
- 10 -12 months	15
- 7 - 9 months	10
- 6 months or less	5

Annex 3

LUNG FUNCTION TESTING

1. All Claimants proceeding through the MAP will undergo these tests unless medically contra-indicated. All of the tests undertaken at Screening Spirometry will be repeated. In addition, a flow volume loop will be produced, together with static lung volume and single breath carbon monoxide gas transfer tests (save for those Claimants with a post-bronchodilator FEV1 reading of less than 20% of predicted). An exhaled carbon monoxide level test will also be included. The results of these tests will be sent to the Respiratory Specialist to aid diagnosis of COPD and any co-morbid conditions. A copy will also be sent to the Claimant's Representative.

Bronchodilator

2. All Claimants with a best FEV1 90% of predicted or less will have a bronchodilator administered (salbutamol via nebuliser) before undertaking further spirometry and testing, save where medically contra indicated.

Standard of testing

3. Each testing centre will conduct these lung function tests to a recognised standard in accordance with published guidance from the Association of Respiratory Technicians and Physiologists (ARTP) and the British Thoracic Society (BTS). Compliance with the agreed standards will be established and maintained via a detailed technical testing specification and regular quality assurance checks. The delivery of the service will be by contract to DTI which will enhance the quality assurance measures that can be applied. The aim is to ensure accuracy, consistency and reliability.

Annex 4

REPORT ON LUNG FUNCTION TESTS

The technician will complete the following form for each test and return it to the Service Provider.

<table>
<tr><td>Place of test :</td><td colspan="4"></td></tr>
<tr><td>Date of test :</td><td colspan="4"></td></tr>
<tr><td>Name of Claimant :</td><td colspan="4"></td></tr>
<tr><td>Capita ref. No :</td><td></td><td colspan="3">National Insurance no :</td></tr>
<tr><td rowspan="2">Age of Claimant (years) :</td><td rowspan="2"></td><td colspan="3">Date of birth of Claimant :</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="2"></td><td>Day</td><td>Month</td><td>Year</td></tr>
<tr><td>Weight of Claimant : (kgs) :</td><td></td><td colspan="3">Height of Claimant (metres) :</td></tr>
<tr><td>Body Mass Index (kg/m^2) :</td><td></td><td colspan="3"></td></tr>
<tr><td colspan="3">Were full instructions given to the Claimant on how to perform the tests?
Tick Yes to confirm.</td><td>Yes</td><td></td></tr>
<tr><td colspan="3">Is the trace of the manoeuvre consistent with maximum effort?
Tick Yes or No</td><td>Yes</td><td>No</td></tr>
</table>

Spirometry Results	Pre-bronchodilator		Post-bronchodilator	
	Actual Value	% of Predicted	Actual Value	% of Predicted
FEV1				
FVC				
VC				

FEV1:FVC Ratio				
FEV1:VC Ratio				
PEF				

	Actual Value (ml)	Percentage Change (+/-)
FEV1 Reversibility :		

Type of bronchodilator administered :	
Dosage of bronchodilator administered :	
Flow volume curve trace printed post-bronchodilator ? (tick **YES** to confirm)	**YES**
Volume time trace printed post-bronchodilator ? (tick **YES** to confirm)	**YES**

Static Lung Volumes	Actual Value	% of Predicted
TLC		
RV		
RV:TLC ratio		

Gas Exchange tests	Actual Value (in SI units)	% of Predicted
TLCO		
KCO		

Carbon Monoxide levels (ppm)

Comments of tester (if any):

I confirm that the contents of this report are true to the best of my knowledge and belief, that it complies with my obligation to be fair to both parties, and that the tests were carried out in accordance with the terms of the Contract between the DTI and the Service Provider. Name of tester:
Signature of tester:

Annex 5a

DOMICILIARY VISITS - GP CERTIFICATION

For those Claimants who require certification from their GP that they are unable to attend a testing centre, it is proposed that the following letter is sent to the GP by the Claimant's Representative:

Dear Doctor,

Mineworkers making claims for damages for occupational respiratory disease are normally expected to attend a special centre for spirometry and subsequently for full lung function tests and/or examination by a respiratory specialist. It is recognised that some Claimants are so severely disabled, either because of respiratory disease or because of co-morbid conditions, that they are incapable of attending a centre and in such cases a technician, and a respiratory specialist where appropriate will visit the Claimant's home. You will appreciate that this is time consuming and expensive and that such visits must be restricted to cases justified by medical need. As your patient is requesting a domiciliary assessment you are asked to certify that this is justified on the following basis:

A: I certify that my patient Mr …… is now, and in the foreseeable future will remain, too ill to leave his home for any purpose which requires a journey of more than a minimal time or distance. This includes hospital outpatient appointments save where an ambulance is provided. If he requires medical attention, I or my partners usually visit him at home.

or

B: I certify that Mr …… is able to attend a testing centre for the purposes of lung function testing and examination.

Signed:…… Date: ……..

Annex 5b

SHORT LIFE EXPECTANCY (LESS THAN 2 YEARS) - GP CERTIFICATION

For those Claimants who require certification from their GP that they may have a life expectancy of less than 2 years, it is proposed that the following letter should be sent to the GP by the Claimant's Representative

Dear Doctor,

Your patient Mr……is waiting to have spirometry for the purposes of his claim for compensation arising from his employment with British Coal.

As the solicitor representing this man, I have been advised that he is very ill and as a result may need to be sent for testing very quickly. This is a sensitive issue because he should be given priority if it is justified but in fairness to those Claimants who are at present ahead of him in the queue he will only be given such priority if you are prepared to complete and return the attached certificate in the enclosed stamped addressed envelope.

CERTIFICATE	
Solicitor's Reference:	Capita reference:

I, Dr ……certify that my patient Mr……

has in my opinion:

	Tick one
1. A life expectancy of greater than two years:	
OR	
2. A life expectancy of less than two years	
OR	
3. A life expectancy of less than one year:	

Annex 6

CONDUCT OF SPIROMETRY, LUNG FUNCTION TESTS AND CONSULTATIONS WITH A RESPIRATORY SPECIALIST

1. Claimants will receive a domiciliary visit if:
   (a) they are unable to travel to a testing centre for Screening Spirometry or assessment by a Respiratory Specialist, and have produced a letter from their GP (as Annex 5) ;or
   (b) they are resident in a Hospital.

2. Additionally, domiciliary visits for the purpose of the MAP assessment will be arranged for Claimants who:
   (a) are over 85 years of age; or
   (b) state that they are on oxygen therapy; or
   (c) received a domiciliary visit for screening spirometry for any other reason.

3. The procedures set out at Annexes 1a or 3 as appropriate will be followed, save as set out in this Annex. All tests normally undertaken at the testing centres will be carried out, where possible, save for Lung Function Testing which will not be undertaken during a domiciliary visit.

4. The spirometry manoeuvre will be performed in the sitting position without nose clips. The portable equipment will provide a graphical record of the manoeuvre for later audit and the final result will be presented as the best of at least three measurements when this has been possible. Claimants in this category may have conditions which confound the spirometry, e.g. dementia, deafness or blindness as well as respiratory problems. If the best possible results are technically imperfect, the technician must clearly report this in the comments sections provided in the report forms at Annex 1b or Annex 4 as appropriate.

5 All results of the Screening Spirometry will be made available by the Service Provider to the Respiratory Specialist to assist the diagnosis and assessment of disability. Copies of the results will also be forwarded to Capita and the Claimant's Representative within 14 days of the domiciliary visit.

6. A domiciliary visit may also be made by a Respiratory Specialist for the purpose of providing a diagnosis and report. The Respiratory Specialist will follow the instructions and guidance to Respiratory Specialists set out at Schedule 7, Annex 7a and complete the MAP Medical Report at Annex 7b. The Respiratory Specialist will ignore any reference to Lung Function Testing in such circumstances.

ANNEX 7

Annexes:

7a Instructions and Guidance to Respiratory Specialists (including Protocol for the Application of the Medical Assessment Process as it relates to claimants who are Patients (Patient Claims Protocol))

7b MAP Medical Report Form

INSTRUCTIONS AND GUIDANCE TO RESPIRATORY SPECIALISTS:

Introduction

A. You are instructed to examine former employees of British Coal who have been exposed to mine dust and who say that, as a result, they are suffering from chronic obstructive pulmonary disease (COPD), primarily in the form of chronic bronchitis and/or emphysema and/or temporary exacerbation of asthma. This document is intended to help you make your assessment of the Claimants whom you are about to examine, and in particular to come to the conclusions required for the processing and fair settlement of their claims.

B. You will find it helpful before you examine your first Claimant to read through this document, working through the Claim Questionnaire provided by the Claimant (Schedule 5) as well as the MAP Medical Report Form (Annex 7b) which you will be expected to fill in during and after your consultation. Even when you are familiar with the process, having seen a number of Claimants, you may find it helpful to refer back to this document from time to time.

Background

C. It has been accepted by the Government since 1993 on the recommendation of the Industrial Injuries Advisory Council that chronic bronchitis and emphysema are diseases associated with coal mining. Subsequently, in a judgment in the High Court delivered on 23rd January 1998, the Judge decided that there was a proven causal link between chronic bronchitis, emphysema and potential exacerbation of asthma, and exposure to dust and/or fumes underground in coal mining. In consequence, present and former miners are eligible to receive compensation if they have COPD attributable to their occupation. Those conditions are:

i) chronic bronchitis;

ii) emphysema/small airways disease;

iii) exacerbation of asthma.

D. On 1st January 1998 the liabilities of British Coal were formally transferred to the Secretary of State by way of a restructuring scheme under the Coal Industry Act 1994. The Department of Trade and Industry (DTI) therefore now has the responsibility for paying valid compensation claims previously made against British Coal.

E. Your task is to diagnose the conditions suffered by the Claimant and to assess the extent of disability. Once you have made an assessment of the overall disability you are required to apportion between (i) that attributable to chronic obstructive pulmonary disease (in respect of which the DTI will pay compensation) and (ii) other co-morbid conditions which contribute to disability and in respect of which no compensation will be paid. Your report must be on the MAP Medical Report Form provided (see paragraph H below).

F. Your report will help determine whether or not compensation is paid to the Claimant and, if so, it will substantially influence the amount paid. As the Respiratory Specialist you owe an equal duty to the Claimant and to the DTI. Your report must therefore be accurate and objective, and comply with the instructions and guidance set out in this document.

G. It is important that all your assessments are based on the "balance of probabilities" test. This is a Civil Law concept which means that a matter is accepted as proven if it is more likely than not to be true. You do not have to be satisfied beyond reasonable doubt (the legal test in criminal law cases), nor do you have to be "more than 95% sure" (an approximation to the level of statistical significance often used in medicine). Accordingly, if you believe it more than 50% (50.01% will do) likely that an individual has COPD, you should conclude that he has. If you believe it 50% likely or less that he has COPD, your conclusion should be that he has not. The same method of reasoning should apply to your assessments of the presence or absence of any disability, its extent, the presence or absence of co-morbid conditions and the contribution which they may or may not make to overall disability.

Summary of Documentation Supplied

H. You will be provided with the following:

i) Claim Questionnaire (completed by the Claimant)

ii) Financial and Other Losses Questionnaire, where appropriate (completed by the Claimant)

iii) Claimant's medical records

iv) Report on lung function tests

v) MAP Medical Report Form (to be completed by you).

You should review all of the documents prior to the consultation.

I. When you have completed your report you should return it, together with the documentation supplied to you, to the Service Provider.

COMPLETING THE MAP MEDICAL REPORT FORM

Administrative Details (Questions 1 – 2)

Box 1 should already have been completed before the form is sent to you.

Medical Records (Questions 3-5)

Medical records will be supplied to you in advance of the consultation. Please tick the boxes to confirm each of the classes of records you have seen. Please refer to the notes on page 4 of the form about those documents which are always provided if available.

Additional Records (Question 6)

6. If you cannot make a diagnosis and a fair assessment of disability on the balance of probabilities (see paragraph G above) without seeing other records, e.g. to obtain fuller details of a co-morbid condition or to obtain details of previous lung function tests, you may request them where necessary.

Relevant entries in the Medical Records (Question 7)

7. Your main task is to complete box 7 which may include entries from additional records which you may have requested. Where you refer to a specific entry give its date, source and page reference. You are not, however, expected to list all relevant entries, which might run to many pages. You should summarise the sense of the records and the information they contain. An example might be:

- *12 December 1982. GP records. Page 45. First reference to bronchitis*
- *Three entries in the following year*
- *Multiple entries thereafter*

Note: Entries relevant to asthma and smoking are not included here but in boxes 10 and 11 respectively (see below)

Asthma (Questions 8-10)

8.1 You are asked to investigate three issues:

i) Does the Claimant have asthma now?

ii) Was he asthmatic during the period that included working in a British Coal mine?

iii) If he was asthmatic when he worked in a British Coal mine, did he on the balance of probabilities suffer from exacerbation of asthma as a result of exposure to dust and/or fumes.

8.2 You should note that your final decisions on these matters should be set out later in the MAP Medical Report, at Question 26. They are deferred until then because at that stage you will also have had the opportunity of examining the Claimant and reviewing his lung function tests. In addition, if you believe that the Claimant has asthma now, you are also asked later at Question 34 to estimate the contribution that it is making to any current disability. You should note that asthma and COPD may coexist, and a diagnosis of asthma made later by you at Question 26 does not preclude a simultaneous diagnosis of COPD.

8.3 Questions 8(a) (b) and (c) illustrate the entries in the medical records which, for the purposes of this process, will lead you to consider a diagnosis of asthma.

Note: the answer to at least one of 8(a), (b) or (c) should be "Yes" before you could consider diagnosing asthma and its exacerbation in Question 26, below.

9.1 Questions 9(a) and (b) ask you to record whether the Claimant states that his asthma was influenced by his work. If he says it was, you must review the records with the aim of answering Question 9(c) and thereafter setting out your decision on the matter when you come to your conclusions at Question 26.

9.2 In order to conclude that asthma was exacerbated at work, the following criteria should be met:-

i). Asthma must have been present at the relevant time. Refer to the Claim Questionnaire for a summary of when it has been suggested by the Claimant that he was working in British Coal Corporation mines.

ii). There should be references in the records to support a causative link between asthma and his work. Records vary greatly in their quality and extent of detail. You should also bear in mind that some people are more disposed to attend their GP or take time off work than others, even with similar symptoms. You are accordingly expected to use your experience and judgment as a Respiratory Specialist when forming your view as to whether or not there is sufficient corroboration in the records to support a conclusion that, during the period that included working at a British Coal Mine, the Claimant had exacerbation of his asthma due to exposure to dust and/or fumes at work.

9.3 You will also place weight on the records according to their source and number. A single entry in a letter from a chest clinic stating that the Claimant has asthma worsened by his work will obviously be regarded as very strong support of the Claimant's contention. By contrast, a single entry simply recording wheeze will not be regarded as such strong support. A record that the Claimant could not complete his shift because of the development of wheezing, particularly if there are several such entries, would be strong evidence in favour of work-exacerbated asthma. Similarly, clear improvement during holiday periods, or in periods when records indicate the man was not working, support the diagnosis.

9.4 A broad interpretation should be placed upon the term "corroboration". You are asked to use your clinical judgment, keeping in mind the “balance of probabilities”. Note again that there should be some objective evidence, in the form of documentation in the medical records, that the man had asthma at the relevant time and that it was exacerbated by his exposure to dust and/or fumes at work. What, in terms of documentation in the medical records, amounts to corroboration, is a matter for your judgment.

10. At Question 10 you are asked to set out relevant entries relating to asthma in the records. As in Question 6 above, where you refer to a specific entry give its date, source and page reference. You are not, however, expected to list all relevant entries, which might run to many pages. You should summarise the sense of the records and the information they contain.

Smoking History (Questions 11 – 15)

Question 11

You are required to list entries in the Claimant’s medical records relating to smoking. Follow the guidance for Question 6 and Question 10 above, but note that the number of entries is likely to be relatively small and it is less likely that you will need to summarise them. The Claimant’s smoking history is set out in the Claim Questionnaire. It is important to check this and if necessary amend the smoking history (eg years spent at a given level of smoking). If you do amend the smoking history, give your reasons in the box provided below at Question 15. You will be provided with the result of an exhaled carbon monoxide level test. A reading of more than 10ppm (or 2%) suggests that the Claimant is a current smoker.

(Questions 12 – 15)

You are required to make a broad assessment of the Claimant’s smoking history. The smoking categorisation set out at Question 14 has been agreed between the Parties. The guidance in relation to cigars and pipe tobacco is also set out at the note to Question 14. If someone is stated to be a non-smoker check for obvious signs of smoking at the examination.

Box 15 is provided for you to make any additional comments if necessary. If you have changed anything in the Smoking History, you should give your reasons here. In particular, you should pass comment if any record appears to contradict the eventual conclusion you have reached.

Summary of conditions suggested by the records (Questions 16 – 17)

Record here previously recorded respiratory (Question 16) and non-respiratory (Question 17) diagnoses.

Consultation with Claimant (Questions 18-19)

History (Question 18)

In the free-text box in the History section, make your notes of your discussions with the Claimant in the usual way. When you later make your assessment of disability you will find it helpful if you have recorded the Claimant's description of his breathlessness in a form which can be easily matched with the categories set out at the guidance note to Question 34. Note also the claimant's reported exercise tolerance when he left the mines and the account he gives of chronic bronchitis.

Examination (Question 19)

Similarly, set out your account of the examination in your usual format in the free-text box.

Lung Function Tests & Body Mass Index (BMI) (Questions 20 – 21)

The results of the lung function tests will be provided prior to the consultation. You are required to give your interpretation of these and of the BMI result in the box provided.

The presence of emphysema may be inferred from the characteristic flow-volume loop, hyperinflation and lowered KCO. Airways obstruction can be identified by reduced FEV1 and FEV1/VC ratio (<70%) or high RV/TLC ratio (>40%) or hyperinflation in excess of normal values. You should note that in the mining population epidemiological evidence shows that the FEV1/VC ratio may not be reduced in miners who show conclusive evidence of emphysema.

Any other causes of airways obstruction and additional lung disease (e.g. a restrictive defect) should also be noted if they exist. When reporting you should also establish that the lung function recordings are technically acceptable, and confirm that this is the case. If there were problems due to apparent poor co-operation (intended or otherwise) by the Claimant, or severe breathlessness or coughing, you should record this here.

The body mass index (BMI) is required to help you judge whether the Claimant is obese (which you do later at Question 29).

Reports on Chest X-Rays, CT Scans and Other Test Results (Question 22)

You are asked to comment upon any other information in the records available to you regarding past investigations. These may include past x-ray reports, or previous spirometry results or full lung function testing. Similarly, there may be blood tests or the results of other investigations for co-morbid conditions other than COPD.

Diagnoses (Questions 23-32)

It is the overall consultation with the Claimant which is intended to assist in assessing the degree of injury and disability, and the physical examination in isolation may only provide limited confirmatory information. In mild and moderate cases, physical signs (apart possibly from wheeze) may well be lacking. In more severe cases there may be additional features of emphysema, for example quiet breath sounds or

hyperinflation. Additionally, there may be physical signs of respiratory failure, for example, cyanosis or cor pulmonale etc.

When completing the answers to Questions 23 to 32 please remember that each diagnosis must be made on the balance of probabilities.

Chronic Bronchitis (Question 23)

23.1. In the lead cases in the miners' lung disease claims, the Judge used the MRC definition, and said that it:

"is a functional rather than disease based definition, with sputum production on most days for at least three months in the year for at least two consecutive years".

23.2. Note: To diagnose chronic bronchitis by the MRC definition, other conditions such as bronchiectasis, tuberculosis and asthma must be excluded.

Please bear carefully in mind that chronic bronchitis and bronchiectasis may co-exist. If you come to a diagnosis of bronchiectasis in a claimant with a regular productive cough, this does not necessarily preclude you from concluding that chronic bronchitis is present as well.

Similarly, keep in mind that in some patients with bronchiectasis, this condition can cause or contribute to airways obstruction.

As with all other aspects of this process, you are asked to use your experience and clinical judgment based upon the information available to you.

23.3. You are asked to assess the claim to establish whether the Claimant has, or had, symptoms which fulfil the criteria for the MRC definition of chronic bronchitis. Part of your role is, as set out in the qualification to the definition above, to satisfy yourself that the Claimant has or had no other conditions causing the symptoms. Bronchiectasis is likely to be the most common of these. See also guidance note 23.8.

23.4. You will need to take into account your interpretation of the Claim Questionnaire, your review of the medical records, the details of the work history provided to you and finally your own assessment of the Claimant. The following paragraphs give guidance on some specific issues.

23.5. The questions in the Claim Questionnaire are designed to elicit the key features which must be established before a diagnosis of chronic bronchitis due to working in mines can be considered. You should keep the following points particularly in mind, and may wish at this point to look again at the Claim Questionnaire.

> *Question 25 of the Claim Questionnaire*
> The Claimant must have had a cough which produced sputum during, or in very exceptional circumstances shortly after, the period when he was working in a British Coal mine.

Question 26 of the Claim Questionnaire
This establishes whether the Claimant was treated for his symptoms, although this is not an essential requirement.

Questions 27 and 28 of the Claim Questionnaire
These are designed to establish whether the Claimant's recollection of his symptoms fulfils the MRC criteria in terms of frequency and duration of cough with sputum.

Question 29 of the Claim Questionnaire
It is **not** necessary for the Claimant to establish that he still has problems now in order for him to qualify for compensation for chronic bronchitis suffered during the period when he worked in a British Coal mine.

Questions 30 and 31 of the Claim Questionnaire
Haemoptysis is not a feature of chronic bronchitis. A response to this question which indicates more than a single isolated instance of haemoptysis should indicate the possibility of other conditions, particularly bronchiectasis, and may indicate the need for further investigation. Its presence may indicate that it, rather than chronic bronchitis, was the cause of any chronic cough documented in the records.

Question 32 of the Claim Questionnaire
The section of the Questionnaire dealing with matters related to chronic bronchitis ends at this point. Some Claimants will not have indicated any breathlessness in response to this question, and these individuals are being assessed via a separate process. The Claimant whom you are seeing has stated that he does have problems with breathlessness and has filled in the remainder of the Claim Questionnaire. Your opinion as to whether he has chronic bronchitis, however, should be based on this section and your review of the records and clinical assessment as below.

23.6. The records, if available, will normally contain references to symptoms suggestive of chronic bronchitis (see also paragraph 23.10, below). However, there may be circumstances when even though there is no such evidence in the records the Claimant nonetheless gives you such a persuasive history that you form a clear view that he did have chronic bronchitis whilst working in a British Coal Mine (or, in very exceptional circumstances, shortly after).

Thus, you do *not* need to find corroboration in records to diagnose chronic bronchitis if in your clinical judgment the claimant had chronic bronchitis whilst working for the British Coal Corporation, *but in reaching your judgment you will of course bear in mind anything in the records which suggests that the claimant did not have chronic bronchitis.*

23.7. Similarly, if records are lost, whilst you should be careful about diagnosing chronic bronchitis on the Claimant's self reported symptoms alone, if you are satisfied in your judgment that the Claimant did have chronic bronchitis you should say so.

23.8. You are also required to assess whether the records contain entries suggestive of respiratory conditions other than chronic bronchitis which could have accounted for the Claimant's symptoms, eg bronchiectasis. You should note that such conditions can co-exist with chronic bronchitis.

23.9. Records vary greatly in their quality and extent. You should also keep in mind that some Claimants may be more disposed to attend their GP or take time off work than others, even with similar symptoms. You are accordingly expected to use your experience and judgment as a Respiratory Specialist when forming your view as to whether or not the claimant had chronic bronchitis at the relevant time. Further, the same experience and judgment should be used to form a view as to whether the Claimant has or had other significant respiratory conditions.

23.10. Symptoms suggesting a diagnosis of chronic bronchitis would be the use of terms like the following recorded in the notes whilst working in a British Coal Mine:

"Chronic bronchitis"
"Bronchitis"
"Cough and phlegm/sputum/spit"
"Productive cough"
"Acute exacerbation of chronic bronchitis"

23.11. The list cannot be exhaustive. Repeated entries for "chesty cough" would be likely to be relevant, as would repeated prescriptions for expectorants, but entries stating "acute bronchitis" may not be relevant.

23.12. There may be entries in the notes which suggest or confirm other conditions. Amongst these will be:

i) A diagnosis of bronchiectasis or asthma;
ii) Regular productive cough recorded before starting work; in particular, episodes since childhood or teenage years suggest bronchiectasis or asthma;
iii) Recorded large quantities of sputum, or entries like "foul sputum", may suggest bronchiectasis;
iv) A history of known or suspected tuberculosis may suggest later post-tuberculous bronchiectasis;
v) Chest X-ray reports suggesting bronchiectasis or scarring from old tuberculosis.

This list is not exhaustive and you are asked to use your judgment and experience.

23.13. You should keep in mind the principle that you are not asked to give either the Claimant or the DTI "the benefit of the doubt". You are asked whether, in your judgment and on the information available to you, it is more likely than not (i.e. you are more than 50% sure) that the Claimant did have chronic bronchitis when working at a British Coal Mine. Similarly, you are forming a view, on the same balance of probabilities, whether or not the Claimant had other Respiratory Conditions which were wholly or partly responsible for a productive cough whilst working there (or, in very exceptional circumstances, shortly after).

COPD – (Question 24)

You are required to conclude whether or not this condition is present by responding "Yes" or "No".

Note that in addition, a free-text box has been provided. It does *not* require filling in routinely. It should, however, be completed if you have concluded that COPD is *not* present despite the presence in the medical records of a diagnosis of COPD or related conditions, and you should briefly explain why you believe the entry in the medical records to be inaccurate. An example of this may be where a radiologist has used the term "emphysematous" to describe a chest X ray which appears hyperinflated, or has reported "chronic bronchitis" purely on radiological grounds. This box should also be used if you have concluded that COPD is not present despite a previous award of Industrial Disease benefit for PD D12 (chronic bronchitis and emphysema in miners).

The presence of asthma (Question 26) or bronchiectasis does not preclude a simultaneous diagnosis of COPD. Features which would point to such a situation would include significant response to bronchodilator (such that the criteria of asthma are fulfilled), but failure of the FEV1 to approach normal, either in the current lung function tests or in the previous medical records. You are asked to use your skill and judgment to the best of your professional ability in determining whether a combination of these conditions is present.

Other diagnoses

At Questions 25 to 32 you are asked to set out all other conditions which you believe to be relevant to the Claimant's overall respiratory disability.

Pneumoconiosis (Question 25)

You are asked to state whether pneumoconiosis has been previously diagnosed, and identify the ILO category if possible from the medical records. Simple pneumoconiosis alone is not disabling. However, in the presence of COPD, ILO categories 2 or 3 could have a marginal impact on disability. The Parties have agreed how this will be dealt with; all you are asked to do is answer the questions.

Asthma (Question 26)

You are asked to consider whether the Claimant has asthma now or had it in the past. If you make the diagnosis you must consider whether or not there is evidence of temporary exacerbation due to work at a British Coal mine. When answering this question you should refer back to your response to Question 10, and to the guidance notes for that question.

Note again that a diagnosis of asthma does not preclude a simultaneous diagnosis of COPD. See the notes to Question 24 for further guidance on this point. Note also that a 20% response to bronchodilator at lung function testing, particularly if the baseline

FEV1 is very low, does not necessarily mean that asthma must be diagnosed. Such a finding should be interpreted in the context of the whole of the rest of your clinical assessment and review of the records.

Cor Pulmonale caused or contributed to by COPD (**Question 27)**

You are asked to state whether this is present.

Other heart disease (Question 28)

You are asked to state whether there is other heart disease, not caused by COPD, which impacts on breathlessness.

Obesity (Question 29)

You are required to consider the effect of obesity. The WHO categorises "degrees of overweight" as grade I, II or III for BMI ranges of 25.0-29.9, 30-39.9 and 40 or greater, respectively:

Grade I (BMI 25.0-29.9) will not generally influence FEV1 or other lung function measurements, and will not normally give rise to a disability.

Grade II (obesity: BMI 30.0 - 39.9) may reduce FEV1 by up to 10% or more below predicted values. Obesity reduces the FVC in proportion, so the FEV1/FVC ratio is not reduced below predicted values.

Grade III obesity (morbid obesity: BMI 40.0 or more) may reduce FEV1 by up to 20% or more. Again, FEV1/FVC ratio is unaffected.

Grade II and III should be taken into account in assessing disability at Question 34 but you should note that this is essentially a matter of clinical judgment.

If oral corticosteroid treatment has been or is being administered to the Claimant *as a result of his COPD,* you should bear this in mind when you assess his Respiratory Disability that such treatment may contribute towards obesity. If, in your judgment, he is obese because he is receiving steroids for COPD then any disability which you attribute to obesity should be included in your assessment of disability caused by COPD in Question 34 (b).

Musculo-skeletal and/or other co-morbid conditions (Questions 30 – 32)

You are required to identify any musculo-skeletal and/or other co-morbid conditions that contribute to the Claimant's overall disability (Question 30 and Question 31) and any which may be present but not impacting on the claimant's respiratory disability (Question 32).

Further Tests

33.1 Wherever possible you should make a full assessment without further investigations. However, in view of your responsibilities to be fair both to the

Claimant and the DTI, in some cases you may not be able to come to a conclusion without further investigations. These may include chest radiography, CT scan, ECG, oximetry or ear lobe blood gases, or exercise testing. No tests of any kind may be undertaken without consent and even then only where you are satisfied that the Claimant is fit enough to undertake them. Plain chest radiographs are unlikely to contribute to your ability to grade disability for COPD but can identify other confounding conditions.

33.2. If you wish to commission further tests you should complete Question 33 and return the form to the Service Provider. After explanation by you, the Claimant may give verbal consent to a chest X ray and/or ECG and you should record this. No further consent will then need to be sought by the Service Provider when these tests are arranged by the Provider. Any other investigations will necessitate written consent, which will be obtained by the Service Provider after discussion with the Parties' representatives. You should then await the test results, and return of the MAP Medical Report Form, before completing your report using the Additional Tests Medical Report Form. Where permission to carry out further tests is refused, the report form will be returned to you for completion to the best of your ability.

Extent and Component parts of Disability (Question 34)

34.1. Respiratory disability has been defined by the World Health Organisation as a reduction in exercise capacity secondary to impaired lung function. The resulting social and occupational disadvantage is designated as a "handicap".

34.2. You are asked to rate the Claimant's respiratory disability relative to a healthy man of similar age. Measurements of lung function are a guide, but only a guide, to this. Other factors, including the starting level of lung function when fit, the Claimant's customary level of activity when well, other physical illnesses and psychological reaction to illness, all influence the degree to which a given level of lung function impairment will cause disability in an individual. The lung function impairment should therefore be taken into account in assessing disability but cannot be the sole determinant.

34.3. The European Society for Clinical Respiratory Physiology has formulated a rating scale for impairment of respiratory function which is shown in simplified form in the table below. You may use this to guide you towards the range into which you might expect the Claimant's disability to fall, whilst keeping carefully in mind the distinction between impairment measured at lung function testing and actual disability in terms of reduction of exercise capacity.

Impairment of Lung Function

Mild	FEV1 or FVC or TLCO < 80% predicted or FEV1/FVC < 70%
Moderate	FEV1 or FVC or TLCO < 60% predicted or FEV1/FVC < 60%
Severe	FEV1or TLCO<40% predicted or FVC < 50% predicted or FEV1/FVC<50%

Note: these categories describe impairment due to any respiratory cause, not simply COPD.

34.4. In assessing disability you should take into account the reported and observed limitation of exercise capacity, including information from the Claim Questionnaire and Claimant's medical records, together with the observed lung function impairment. You should consider whether the claimed disability is consistent with the lung function impairment and other disease(s) contributing to disability. Particular weight should be given to the objective evidence, including any information about the work history which may be available to you.

34.5. A guideline to the assessment of disability is as follows:

The Disability Rating Scale for COPD

All assessments should be based upon comparison with a healthy man of a similar age.

Disability Score	***Symptoms***	***Lung function impairment****
0%	Not breathless on exercise	None
10%	Breathless on prolonged or heavy exertion	Mild
20%	Breathless on walking uphill or climbing stairs or on hurrying on level ground	Mild
30%	Breathless at normal pace for age walking on level ground	Moderate
40%	Breathless on walking 100 yards or climbing one flight of stairs at a normal pace	Moderate
50%	Breathless on walking 100 yards at a slow pace or climbing one flight of stairs at a slow pace	Moderate
60%	Breathlessness prevents walking 100 yards at a slow pace without stopping or climbing one flight of stairs without stopping	Severe
70%	Breathlessness prevents activity outside the home without assistance or supervision	Severe
80%	Breathlessness limits activities to within the home	Severe
90%	Able to walk only a few steps because of breathlessness	Severe
100%	Bed and chair bound, totally dependent on carers because of breathlessness	Severe

***Impairment** - see table in paragraph 34.3.

Note: These categories describe impairment due to any respiratory cause, not only COPD.

34.6 At 34(a) you are required to arrive at a percentage total respiratory disability irrespective of its cause. In particular, note that the effects of smoking must be included at this stage and will be dealt with in the processing of the claim according to a formula agreed between the Parties. You do not need to consider apportionment between potential causes.

34.7. At 34(b) you are required to assess the percentage disability attributable to COPD.

34.8 Do not apportion COPD between smoking and other causes. This will be dealt with later in the claims handling process.

34.9 Cor pulmonale caused by or contributed to by COPD is to be regarded as causing disability due to COPD. Cor pulmonale entirely due to other causes is to be treated as a co-morbid condition.

34.10. At 34(c) you are required to assess the percentage disability due to PMF, if any.

34.11 Simple pneumoconiosis is addressed earlier in Question 30. Only PMF should be taken into account in assessing overall disability.

34.12. At 34(d) you are required to assess the percentage respiratory disability due to all other causes which should be specified in the box set out below this question.

If your investigation leads you to the opinion that the Claimant is suffering from some other respiratory disease, such as silicosis or asbestosis, which will be occupationally linked but which is not specifically covered by this Agreement, you should make the diagnosis and say whether you believe it is caused or contributed to by occupational exposure. The reason is that although the Agreement does not specifically cater for these conditions both the Claimant and the Defendant(s) will wish to consider compromising any possible further claim for compensation without having to ask the Claimant to undergo further examination.

34.13 You are required to treat current asthma contributing to the overall disability as a co-morbid condition to be taken into account at 34(d).

34.14. Take care that you express the percentages in an unambiguous way. For example:

> You may have an individual whom you consider to have a 60% overall disability and your assessment is that half of this is due to COPD. Box 34(a) should be 60%, box 34(b) should be 30% to reflect the fact that half the 60% is due to COPD. You should not, in this example, put 50% in this box.

34.15. Where other conditions which affect respiratory disability are present you should attribute a proportion of the disability to these conditions.

34.16. The total disability score at 34(a) should be the sum of all elements of disability as set out at 34(b), (c) and (d).

The effect of Non-Cardiorespiratory Co-Morbid Conditions on Disability and Impairment

34.17. Keep in mind the difference between impairment of lung function and the disability resulting from that impairment. In order to have any respiratory disability assessed the Claimant must experience some breathlessness. If, for example, a Claimant had mild lung function impairment but was chair and bedbound due to severe arthritis so that he was never able to take enough exercise to experience breathlessness, he would not be assessed as having any respiratory disability. Note, however, that he might have had some respiratory disability *before* the co-morbid condition supervened. This is considered further in Question 35.

34.18. Similarly, the man may be mobile to some extent, but the musculoskeletal disorder is the limiting factor to his mobility, and at that level of mobility he has no breathlessness. Again, he will be assessed as having no respiratory disability even if he has some lung function impairment demonstrable on measurements of FEV1.

34.19. The above are likely to be very uncommon scenarios. Much more likely is the man who is limited jointly by his breathlessness and his musculoskeletal disorder. In such a case, the extra effort involved in moving about with his musculoskeletal problems is likely to make him more breathless than would otherwise be the case. An example may help show how you should approach the assessment of such a case:

34.20. A man has osteoarthritis of the hip. He limps, and walks with a stick, and is breathless to the extent that he is unable to walk 100 yards at a slow pace without stopping, or unable to climb one flight of stairs without stopping. You would refer to the table and see that his respiratory disability would be assessed at 60%.

34.21. You would then form a judgment as to what his exercise capacity would be if he did not have the added difficulty of limping due to his osteoarthritic hip. You might judge that, with a normal hip, he would manage the 100 yards or the flight of stairs at a slow pace. Reference to the table would consequently suggest a respiratory disability of 50%. Remember that you may be assisted in forming your judgment of what his disability might have been by looking at the lung function impairment: the table suggests that you would probably only expect 60% disability if his lung function impairment was severe. If this man has only moderate lung function impairment, this would support your judgment that his respiratory disability would have been less if it were not for his hip.

34.22. You thus assess his respiratory disability at 60%, but you are able to make the assessment that it would only be 50% if it were not for his hip. In such a case, you would assess his respiratory disability as 60% in total, 50% due to primarily respiratory disorders, and 10% due to disorders that are primarily non-pulmonary – in this particular case, osteoarthritis of the hip.

34.23. It is, of course, fully understood and accepted that, as with some other aspects of this process, the calculations you are being asked to make may seem artificial, and unlike those which are part of your everyday practice as a Respiratory

Specialist. They are, however, an important part of the legal process needed for fair assessment and apportionment of compensation. You are asked to use your skill and clinical judgment, to do the best you can, and answer the question to the best of your ability.

34.24. Where there is a major co-morbid impact upon mobility the medical assessment will be dealt with on an individual basis.

34.25. You need not complete the remainder of the questions in the report form if you have concluded, in response to Question 34(b) that the Claimant is not suffering from any disability due to COPD *and has not suffered from any such disability in the past – see Question 35.* You should however complete the declaration at the end of the report and return the MAP Medical Report as instructed on that page.

Severe co-morbid conditions causing immobility (Question 35)

As is noted above (34.17) there may be occasional claimants where there is impairment of lung function by COPD, but no *disability* due to COPD because the claimant is so limited in their mobility by another, co-morbid condition. An example would be a claimant where the history, your assessment and (if performed) lung function tests suggest the presence of COPD but the claimant is not breathless on exertion because he has been rendered immobile by a stroke.

If lung function tests are available, you should indicate, at 35(a), the level of lung function impairment that they indicate (see guidance at 34.3)

You should indicate at 35(b) whether the claimant had respiratory disability due to COPD **prior** to the onset of the co-morbid condition, and at 35(c) state what that condition is and its date of onset. Note that if you have answered "Yes" to 35(b) it will be necessary for you to fill in the remainder of the form. The disability grids at Question 40 and Question 41 should be completed only up to the date of the onset of the co-morbid condition and a "-" entered in each row after that date.

Life expectancy (Questions 36 - 38)

Your views on the Claimant's life expectancy are an important part of the assessment process.

Average life expectancy (Question 36)

36.1 Question 36(a) asks for the average life expectancy for a man of the Claimant's age. You will obtain this information by referring to Table A. This has been provided by the Government Actuary.

36.2 You should adjust your figure for average life expectancy to take account of the smoking history of the claimant. *Add* one year at 36(b) if the claimant is a life-long non smoker. *Subtract* one year at 36(b) if he has smoked in the last 10 years.

Table A – average male life expectancy

Age (Yrs)	Life Expectancy (Yrs)	Age (Yrs)	Life Expectancy (Yrs)
45	36	76	9
46	35	77	9
47	34	78	8
48	33	79	8
49	32	80	7
50	31	81	7
51	30	82	6
52	29	83	6
53	28	84	6
54	27	85	5
55	26	86	5
56	25	87	5
57	24	88	4
58	23	89	4
59	22	90	4
60	22	91	4
61	21	92	3
62	20	93	3
63	19	94	3
64	18	95	3
65	17	96	2
66	17	97	2
67	16	98	2
68	15	99	2
69	14	100	2
70	13	101	2
71	13	102	2
72	12	103	1
73	11	104	1
74	11	105	1
75	10		

Reduction in life expectancy (Questions 37 and 38)

Is life expectancy reduced ? (Question 37)

37.1 This question asks whether, in your opinion and having regard to the Claimant's medical history and present condition, his life expectancy is reduced below this average.

Note carefully that life expectancy tables are based on observation of actual populations of men. The "average" life expectancy is the expectancy averaged over the whole population, which will naturally include men with significant illnesses, as well as those in better than average health. It also includes both smokers and non-

smokers, which is why the adjustments you have made to take account of smoking history in 36(b) above are modest compared with the difference there would be between an entire population of smokers and an entire population of non-smokers. Thus, the *mere fact* of being a smoker will already have led you to make a 1 year reduction in life expectancy at Question 36; you should make no *further* reduction at Question 37 simply because the Claimant has smoked in the last 10 years. You will, however, take due account if the Claimant has suffered *consequences* of smoking, which may well lead to your assessing his life expectancy as being reduced. However, the average includes smokers who have also suffered the consequences of their smoking.

Note also that you are comparing the Claimant you are examining with an average population, not with a hypothetically fully healthy, non smoking population. This is important, particularly when dealing with more elderly Claimants. In such individuals, a number of past medical illnesses and current conditions of only moderate degree may not make them significantly below the average in terms of life expectancy. On the other hand, severe COPD, heart disease, or a history of malignancy would be very likely to reduce life expectancy below the average.

If so, by how much? (Question 38)

38.1 Assessment of the probable reduction in life expectancy must be carried out in two stages. First, by estimating "excess mortality" as set out below and then using this to calculate the loss of life expectancy.

38.2 In the convention used to calculate life expectancy, a standard expectation of mortality is referred to as "100" or "100%". The excess mortality expected as a result of some medical condition is usually expressed as a percentage above the standard mortality for the population of that age. Thus, if a condition is expected to double mortality in a population with that condition over the average population, then the mortality rate is described as "+ 100" to signify an extra 100% risk of mortality on top of the standard. Other less serious conditions might lead to a rating of "+ 50", whilst more serious conditions might lead to an additional rating of "+ 150" or more.

Table B, shows the reduction in life expectancy to which these excess mortalities approximate. The table shows that at age 75, for instance, a man with an excess mortality of +100 will have a reduction in life expectancy below the average of approximately 3 years.

Table B: **Conversion of excess mortality to reduction in life expectancy (in years)**

	Excess Mortality					
	Plus 50	Plus 100	Plus 150	Plus 200	Plus 300	Plus 400
Age						
45	-4	-6	-8	-10	-12	-14
50	-4	-6	-8	-10	-12	-13
55	-3	-6	-7	-8	-10	-12
60	-3	-5	-7	-8	-10	-11
65	-3	-4	-6	-7	-8	-9
70	-3	-4	-5	-6	-7	-8
75	-2	-3	-4	-5	-6	-6
80	-2	-3	-4	-4	-5	-5
85	-1	-2	-3	-3	-4	-4
90	-1	-2	-3	-3	-3	-3

38.3 Set out below at 38.6 onwards is guidance as to the excess mortality associated with the most common conditions that you will encounter when examining Claimants**.** When using this guidance and applying it to Table B above, you will need to interpolate between ages, and to use your clinical experience and judgment as to whether an individual falls towards the higher or the lower end of a range of expected mortality given for a specific condition. Further, there will clearly be conditions which are not included in these guidance notes. You are asked to exercise your clinical experience and judgment, helped where possible by this guidance, to come to a fair assessment of the individual's life expectancy**.**

In making your assessments, note carefully the following:

38.4 Any condition relevant to the calculation of life expectancy should be included, even if it is not counting as a co-morbidity *in terms of contribution to disability*. For instance, an individual may have had a myocardial infarction, but now be completely asymptomatic without angina or any cardiac failure. Coronary artery disease is thus not a co-morbidity for the purposes of this medical assessment process, because it is not contributing to current disability. It does, however, have an influence upon life expectancy, and needs to be taken into account in these calculations.

38.5 Increased mortality is, in general terms, additive. For instance, if a Claimant has an excess mortality of +100 attributable to coronary artery disease, and an excess mortality of + 200 due to prostatic cancer, then his excess mortality is + 300, and this is the figure which should be used in Table B.

Whilst in these broad terms reductions attributable to different conditions are added together, you will use your clinical judgment. For instance, you might assess that a 74 year old man would have a reduction in life expectancy of 5 years due to COPD if this were his only medical problem. In fact, he is likely to die within 6 months from a carcinoma of the stomach. The COPD reduction is irrelevant and you would enter "0" at Question 39 for the reduction in life expectancy due to COPD.

Conversely, a 92 year old may have a well controlled carcinoma of the prostate which, in your view, would not of itself lead to death within 3 years (the average life expectancy at that age). If you felt he was likely to die from very severe COPD within 6 months, then his entire reduction in life expectancy would be due to his COPD, and the carcinoma of the prostate would be irrelevant.

38.6 Guidance is now given as to the excess mortality associated with some specific medical conditions.

Weight

i) A raised body mass index is not predictive of increased mortality in the 65-85 age group. Below 65 it may be associated with increased risks, which will often be manifest in terms of known hypertension or coronary artery disease and the consequent calculations in terms of reductions of life expectancy should be made in accordance with the guidelines set out below. In individuals who do not show any of these complications, you should not deduct more than one year from the average life expectancy in an individual with a body mass index (BMI) over 30. For a lower BMI no deductions should be made.

Pneumoconiosis

ii) Simple pneumoconiosis does not reduce life expectancy. Progressive massive fibrosis will lead to increased mortality, and you are asked to use your clinical judgment according to the severity of the lung function impairment: you may use Table E (which is primarily for COPD) if you need guidance as to the probable scale of reduction.

Hypertension

iii) It is the actual value of blood pressure which predicts mortality whether this value is achieved with or without treatment. In general, hypertensives who have been stable and well controlled on treatment for more than 3 years should not be given an excess mortality rating. In those who are poorly controlled, there is an excess mortality. You should refer to Table C when assessing this extra mortality. You will see that this contains excess mortality figures depending upon the systolic and diastolic pressures, and taking into account the man's age. You should use a blood pressure reading which you believe to be representative of the man's general level of

control of hypertension. This may be based upon your own reading at the time of examination, in combination with other recent measurements, if any, in the Claimant's notes.

Table C: Blood pressure ratings for male lives

		Systolic Pressure (mm Hg)													
Diastolic (5th phase) Pressure (mm Hg)	***Age***	136 | 140	141 | 145	140 | 150	151 | 155	150 | 160	161 | 165	166 | 170	171 | 175	176 | 180	181 | 185	186 | 190	191 | 195	196 | 200	201 | 210
85	Under 40	0	0	0	10	25	45	60	85	110	136	165	196	255	335
	40-49	0	0	0	0	0	20	40	60	80	100	125	160	215	300
	50-59	0	0	0	0	0	0	20	40	60	80	100	130	190	270
	60-64	0	0	0	0	0	0	0	15	30	50	70	100	160	255
	65-69	0	0	0	0	0	0	0	0	15	25	40	60	95	140
90	Under 40	0	10	20	30	45	65	85	105	130	160	190	225	275	340
	40-49	0	0	0	10	20	35	50	70	90	110	135	175	230	305
	50-59	0	0	0	0	0	15	30	50	70	90	110	145	195	275
	60-64	0	0	0	0	0	0	15	30	50	70	95	120	170	235
	65-69	0	0	0	0	0	0	0	15	25	40	55	75	100	140
95	Under 40	25	30	40	50	60	80	100	120	140	170	200	240	285	345

		Systolic Pressure (mm Hg)													
	40-49	0	10	15	25	35	45	60	80	100	120	150	190	240	310
	50-59	0	0	0	0	15	25	40	60	80	100	125	155	205	280
	60-64	0	0	0	0	0	15	25	40	60	80	105	135	180	235
	65-69	0	0	0	0	0	0	15	20	35	45	65	80	105	140
100	Under 40	55	60	65	75	85	100	115	135	160	190	220	260	300	350
	40-49	40	40	45	50	60	70	85	105	125	145	170	200	255	315
	50-59	20	25	30	35	40	50	60	75	90	115	145	180	220	285
	60-64	10	15	20	25	30	35	40	50	70	90	115	150	190	240
	65-69	0	0	10	15	15	20	25	30	40	50	70	90	110	145
105	Under 40			105	110	120	130	145	165	185	210	240	275	310	355
	40-49			90	95	100	105	115	125	140	160	185	220	270	325
	50-59			80	85	90	95	100	105	115	135	165	195	240	290
	60-64			60	60	60	60	60	70	80	100	125	160	195	245
	65-69			35	35	35	35	35	40	50	60	75	95	115	145
110	Under 40				170	175	180	195	215	235	260	280	300	330	365
	40-49				145	145	150	160	175	190	210	230	260	290	330
	50-59				135	135	135	135	145	160	175	195	220	260	305

		Systolic Pressure (mm Hg)										
	60-64	100	100	100	110	120	130	145	160	180	210	250
	65-69	55	55	60	65	70	75	85	95	105	125	150
115	Under 40		260	260	265	275	285	295	310	325	345	370
	40-49		225	225	225	240	255	270	285	300	315	335
	50-59		195	195	200	215	230	245	260	275	290	315
	60-64		150	150	160	170	180	190	205	220	240	260
	65-69		90	90	95	100	105	110	120	130	145	160
120	Under 40			285	285	295	305	320	335	350	365	380
	40-49			260	265	270	280	290	300	310	325	350
	50-59			245	250	260	270	280	290	300	315	330
	60-64			215	215	220	225	230	240	250	260	270
	65-69			130	130	130	135	140	145	150	155	160

Diabetes

iv) For well controlled Type 2 diabetes in the elderly, there should be no extra rating, provided that no complications of diabetes are known to be present. For sub-optimal control, a rating of +50 should be given, and for poor control a rating of +100. The presence of one complication such as proteinuria or retinopathy should increase the rating by a further +50, and two or more complications by a further +100 to +150, depending upon the severity of the complication.

Ischaemic heart disease

v) These recommendations are simplified from data in Medical Selection of Life Risks by Brackenridge and Elder. Depending upon the information which you have available, use Tables D1, D2, or D3 to allocate the Claimant to a grade of severity. Use Table D1 if coronary arteriography has been performed, but the Claimant has not undergone coronary intervention. Use Table D2 if the Claimant currently has angina, but has not undergone coronary arteriography. Use Table D3 if there is a history of infarction, but the Claimant does not currently have angina. Then use Table D4 to read off the additional mortality associated with this grade, taking account of the Claimant's age. If the Claimant has undergone coronary artery surgery or angioplasty you can go straight to Table D5 to read off the additional mortality.

Table D1: The Duke index for coronary disease severity

Extent of coronary disease	***Grade***
Any stenosis < 50%	Very Mild
1 vessel disease 50-94%	Mild
1 vessel disease 95% or more	Moderate
2 vessel disease 50% or more but not proximal LAD	Moderate
2 vessel disease including LAD 95% or more	Severe
3 vessel disease 50% or more	Severe
3 vessel disease including proximal LAD 75% or more	Very severe
Left main coronary artery 50% or more	Very severe

Table D2: Clinical assessment of coronary disease grade for Claimants who have angina

Note:

(a) The Claimant should be graded according to the prognostic factor which gives the highest grade;

(b) a past history of infarction moves the Claimant up one grade from the maximum given by the prognostic factors.

	Grade				
Prognostic factor	***Very mild***	***Mild***	***Moderate***	***Severe***	***Very severe***
Angina class	None on ordinary activity	None on ordinary activity	On walking uphill or 200m on flat	On walking 100m on flat	On any exertion
Resting ECG	Normal	Minor T changes	T and ST changes	ST depression	ST depression
Exercise ECG	Negative	Negative	Positive	Positive	Positive

Table D3: Clinical assessment of coronary disease grade for Claimants with previous infarction but no current angina.

	Grade				
Prognostic factor	***Very mild***	***Mild***	***Moderate***	***Severe***	***Very severe***
Resting ECG	Normal	Inferolateral Q	Anterior Q	Anterior Q + ST changes	Inferior and anterior changes
Thallium scan defects	Minimal	Minor	Major	Major	Several
LV ejection fraction	>55	50-54	45-49	40-44	<40

Table D4: Additional mortality according to grade of coronary disease in relation to age

	Grade				
Age	***Very mild***	***Mild***	***Moderate***	***Severe***	***Very severe***
45 – 54	+150	+250	+400	+650	+900
55 – 64	+25	+75	+150	+275	+400
65 or over	+0	+0	+0	+50	+100

Table D5: Additional mortality in Claimants who have undergone coronary artery bypass surgery or angioplasty

	Age at onset of symptoms		
No. of vessels subjected to intervention	*35-45*	*46-55*	*>55*
One	+150	+100	+75
Two	+250	+150	+100
Three	+300	+200	+150

Cancer

vi) The effect of cancer on life expectancy will depend upon the site, the clinical stage and the treatment received. A judgment must be made on the basis of these factors in the individual case. Detailed guidance cannot be given here.

COPD

vii) You should use your clinical judgment, but be guided by Table E. This shows approximations to the excess mortality associated with reduced FEV1. As would be expected, there is greater excess mortality with more severe impairment of FEV1, but note that the effect is less marked in older Claimants.

Note: the excess mortality associated with a given level of FEV1 is actually greater than is set out here. This is because reduced FEV1 is an indication that the individual is likely to have been a smoker, and thus subject to cancer, cardiac and other smoking-associated risks, as well as the risk of death due to COPD. These other risks are dealt with elsewhere in this process, so to avoid "double counting" of impairment of life expectancy based on FEV1, this section contains only a calculation of the COPD-associated risk of death.

The figures for the <65 age group are based upon the only analysable published data available. Those for the > 65 age group are calculated by extrapolation from the younger group. For this older group numerous hypothetical Claimants have been "worked through" to ensure that the calculated impairments of life expectancy accord with a clinical sense of an appropriate figure.

Table E: COPD

Age	*FEV1*	*Mortality*
< 65 YEARS	<65% PREDICTED	+ 180
< 65 YEARS	<40% PREDICTED	+ 300
> 65 YEARS	<65% PREDICTED	+ 100
> 65 YEARS	<40% PREDICTED	+ 200

Cessation of work (Question 39)

39.1 This question deals with the factors that led to the Claimant giving up work in the mining industry:

He may have retired at the normal age, or may have left earlier than this time. You need not concern yourself with what is the normal retirement age which changed from time to time. If earlier, this may or may not have been on health grounds. Such health grounds may have been respiratory, non-respiratory, or a combination of the two. If a combination, one or other may have been the dominant factor.

The question is designed to enable the parties to understand your professional judgment on these issues.

39.2 Q39 (a) asks for the year in which the Claimant left the mining industry, and his age at that time.

39.3 Q39 (b) asks if he had any non-respiratory disabling conditions at that time. Examples might be heart disease, musculo-skeletal problems or the consequences of injuries. If the answer to this question is No then you should go straight to Question 40 without answering the remainder of Question 39.

39.4 Q39 (c) asks whether any such non-respiratory disability contributed in any way to him giving up work: it may or may not have been a relevant factor. If your judgment is that it was not, then answer No and go straight on to Question 40 without answering the remainder of Question 39.

39.5 If you have reached Q 39 (d) this implies that you believe that, at the time of leaving the mining industry, the Claimant had a non-respiratory disabling condition which contributed in some way to his giving up work in that industry. You are now asked to assess its relevance in his decision to give up relative to any respiratory disabling condition which may have been present.

There might not have been any disabling respiratory condition at the time the claimant left work. If this is the case, then you will tick box 39 (d) (i). You will also tick this box if there was a disabling respiratory condition, but it was irrelevant to his giving up work. An extreme example will illustrate this: A man had a minor respiratory disability, and a job which from the respiratory point of view he was able to manage. He lost a leg in a pit accident, and had to leave the industry. You will tick box 39 (d) (i).

On the other hand, there may have been a disabling respiratory condition present at the same time which, in your judgment, was a contributory factor to the Claimant leaving the mining industry when he did. In this case, you will tick one of boxes 39 (d) (ii) – (v). These ask for your views on the relative importance of the non-respiratory and the respiratory conditions and their relative contributions to the man having left the mining industry when he did.

Finally, you are asked to specify the non-respiratory disabling conditions that you have considered in your answer to this question. Refer to the source (including page number, if applicable) and date of the information upon which you have based your view.

Assessment of Past and Future Respiratory Disability (Questions 40 and 41)

At Question 34, you have assessed the Claimant's total respiratory disability and his disability due to COPD. These may or may not be the same, depending upon whether co-morbid conditions contributing to disability are present.

You are now required to give your opinion upon the development of that disability from its commencement up until the present time, and then to estimate its development for the remainder of the lifespan which you have forecast for him.

It is appreciated that this is a difficult exercise but it is essential to enable Claimants to be properly compensated. You also have the reassurance that anomalous results or awards can be dealt with via the Disputes Procedure.

At Question 40, you will complete the grid for total respiratory disability.

At Question 41, you will complete the grid for disability due to COPD alone. As noted, the figures you fill in here will be identical to those in Question 40 if COPD alone is present with no co-morbid conditions. If co-morbid conditions are present and contributing to respiratory disability, then the figures you enter in Question 41 will be different from those in Question 40.

The following approach should be used for Question 40.

Enter the Claimant's present age in the top right hand box.

Consider now his present total respiratory disability. What year do you estimate he reached that level of disability? Fill the year in against the appropriate level of disability, and then fill in the appropriate age next to it.

The following examples are based on a form filled in during the year 2002.

If the Claimant is 60 years of age and you have assessed his total current disability at 40% and he reached that level in 1999 the grid would look like this:

Total Respiratory Disability	Year disability was/will be reached	Age
10%		
20%		
30%		
40%	1999	57
50%		
60%		
70%		
80%		
90%		
100%		

Claimant's age now
60

Next, estimate when the man would have been likely to have reached the percentage levels of respiratory disability indicated in the column headed "Total Respiratory Disability" up to the current level of disability. Enter these estimates in the column headed "Year" opposite the appropriate level of Disability.

In the example above if you conclude that he reached 30% respiratory disability about 10 years ago, 20% respiratory disability about 15 years ago and 10% about twenty years ago the column in the grid would look like this:

Total Respiratory Disability	Year disability was/will be reached	Age
10%	1982	40
20%	1987	45
30%	1992	50
40%	1999	57
50%		
60%		
70%		

Claimant's age now
60

Total Respiratory Disability	Year disability was/will be reached	Age
80%		
90%		
100%		

Claimant's age now
60

You next need to consider future levels of respiratory disability for the remainder of the lifespan which you have estimated for the Claimant. In this example you may assume that the Claimant has a life expectancy of 14 years to age 74 years. If you then conclude that the Claimant may take some time to reach 50% disability but then decline rapidly to 80%, the grid would look like this:

Total Respiratory Disability	Year disability was/will be reached	Age
10%	1982	40
20%	1987	45
30%	1992	50
40%	1999	57
50%	2009	67
60%	2012	70
70%	2014	72
80%	2015	73
90%		
100%		

Claimant's age now
60

You should take very careful note of the following:

Disability may or may not reach 100% by the time of death, even in Claimants with significant respiratory disability. You should show that you have kept this in mind by inserting "-" in the relevant spaces where appropriate. If, for instance, you have estimated that the above Claimant will have not have progressed beyond 80% disability by the time of his death – estimated at occurring in 2016 when he is 74 – the grid would look like this:

Total Respiratory Disability	Year disability was/will be reached	Age
10%	1982	40
20%	1987	45
30%	1992	50

Claimant's age now
60

Total Respiratory Disability	Year disability was/will be reached	Age
40%	1999	57
50%	2009	67
60%	2012	70
70%	2014	72
80%	2015	73
90%	-	-
100%	-	-

Claimant's age now
60

Equally careful note should be taken of the following:

The Medical Reference Panel has advised that it would be improbable that a Claimant could survive at 100% disability for more than three years, and in the great majority of cases Claimants will spend much less than this time at 100% respiratory disability. You are reminded that 100% disability means: "*Bed and chair bound, totally dependent on carers because of breathlessness".*

Particular care should be taken when you have estimated that a Claimant has reached, or will reach, 100% disability. Take especial note of the estimate you have made of life expectancy. If, for instance, you estimate the Claimant will reach 100% disability in 2 years from now, but you have estimated life expectancy at 6 years (implying 4 years at 100% disability) then you should consider revising either your disability projections or your life expectancy assessment.

Finally, you may come across claimants in whom there has been a *reduction* in disability with time. Advice on this is given, below, at Question 42.

Question 41

This part of the MAP Medical Report contains a similar grid but this time deals only with the COPD element of respiratory disability. You should consider and complete it in the same manner.

Any differences between this column and the previous one will reflect the inter-relationship and possible different progression rates of the COPD and co-morbid elements making up the total respiratory disability.

It is appreciated that completing the Grid in Question 40 was a very difficult exercise and that in Question 41 is more difficult still. It is, however, an essential part of the proper assessment of the Claimant's compensation and must be attempted.

Question 42

You are provided with a box for you to enter any comments which may enable the parties to understand how you reached your judgment and assist in any Disputes Procedure discussions. This box is of particular importance where there have been apparently unusual disease progressions, such as long periods of stability or sudden deteriorations.

There may even be instances where disability has *lessened* with time: examples might be where previously undiagnosed asthma is recognised and effectively treated, or where medical or surgical interventions lead to improvements in cardiac function. In such cases, amend the left column (% disability) of the grid by hand, and enter your explanatory note here at box 42. Obviously, cases which fall into this category will almost invariably only need adjustment of the grid for *total* disability (at Question 40) rather than disability due to COPD (at Question 41).

Declaration

You are required to complete and sign the declaration at the end of the report and forward your report as directed on that page.

BRITISH COAL RESPIRATORY DISEASE LITIGATION, ANNEX 7A

Protocol For The Application Of The Medical Assessment Process insofar as it relates to Claimants who are Patients ('Patient Claims Protocol')

Pre Amble

For the purpose of this protocol, a patient is a person who by reason of mental disorder within the meaning of the Mental Health Act 1983 is incapable of managing and administering his own affairs. A patient must have a litigation friend to conduct proceedings on his behalf. A litigation friend may be appointed either with or without a Court Order and Court procedures must be followed. It is the duty of the litigation friend to conduct proceedings on behalf of the patient fairly and competently. Further, the litigation friend must have no interest in the proceedings adverse to that of the patient and all steps and decisions he takes in the proceedings must be for the benefit of the patient. The High Court shall approve any settlement or compromise of the claim brought by/on behalf of the patient. Depending on the level of settlement, the Court of Protection has jurisdiction in relation to the management of the patient's financial affairs.

1. This protocol, agreed between the CG and the DTI, sets out the procedure for the application of the MAP to claimants medical assessment of claimants who are patients as referred to above (a legal term not to be confused with patients in the clinical sense).

2. It should be noted that this protocol applies only to claimants who are (in accordance with the strict legal definition) *mentally* incapacitated. The application of the MAP to claimants medical assessment of claimants suffering from *physical* incapacity is dealt with separately.

3. Part A of this protocol applies to cases where, prior to the commencement of spirometry and the MAP medical assessment of the claimant, it is known by the claimant's solicitor, the DTI and its contractors, that the claimant is a patient and that a litigation friend has been (or is in the process of being) appointed. Part B applies to cases which do not fall within the ambit of Part A, but where nevertheless it appears to the examining respiratory specialist (RS) at spirometry or at the MAP medical assessment of the claimant that the claimant is, or may be, a patient.

4. Subject to Parts A and B below claimants should be allowed to participate in spirometry and the MAP medical assessment of claimants to the fullest extent of their capabilities.

5. For the avoidance of doubt, this protocol has no application to claims from the dependants or estates of deceased mine workers. This protocol applies only to surviving former mineworkers and is not relevant to deceased mineworkers claims.

PART A

6. Subject to paragraph 7 below the parties will be guided by a certificate from the claimant's GP (in the form at Appendix I) as to the extent to which the claimant is able to participate in spirometry and/or MAP his medical assessment.

7. ~~The RS will usually~~ In any event the RS will not take a history or account of symptoms from the claimant and will rely, for the purposes of completing the MAP medical assessment of the claimant, on the Claims Questionnaire, the medical records and (subject to the GP certificate) the results of spirometry, lung function testing and physical assessment. The RS is not precluded from taking a history or account of symptoms from the claimant where he considers it appropriate in the circumstances.

PART B

8. Where, either at spirometry or lung function testing, a lung function technician forms the view that a claimant is or may be suffering from mental disorder then he or she shall suspend the process forthwith and notify an RS immediately.

9. Where (having first been notified under paragraph 8 above or otherwise) an RS forms a view that a claimant is or may be a patient then he or she shall (subject to paragraph 10 below) consider the extent, if any, to which that claimant is able to participate in spirometry and/or the MAP medical assessment of the claimant. The RS shall then proceed (or instruct the lung function technician to proceed, as the case may be) accordingly and shall complete a certificate, in relation to that claimant, in the form at Appendix II.

10. In any event the RS will usually not take a history or account of symptoms from the claimant but will rely, for the purposes of the MAP medical assessment of the claimant, on the Claims Questionnaire, medical records and (subject to his consideration as aforesaid) the results of any spirometry, lung function tests or physical assessment. The RS is not precluded from taking a history or account of symptoms from the claimant where he considers it appropriate in the circumstances.

11. Where the claimant's solicitors disagree with the assessment of the RS as it relates to the claimant's mental capacity, under any of the foregoing paragraphs of this part, then they may treat that disagreement as sufficient grounds for invoking the Medical Disputes Procedure.

DTI and CG

March 2002

Appendix 1

British Coal Respiratory Disease Litigation: Claimants suffering from impairment of their mental state: Certificate from Consultant Psychiatrist/Geriatrician

TO BE COMPLETED BY THE CLAIMANT'S SOLICITOR

Name of Claimant	
Capita Number	
Address of Claimant	

Name of Doctor	
Address of Practice/Hospital	

TO BE COMPLETED BY DOCTOR

Statement by Doctor – please tick box 1 or box 2 as appropriate. *Note to doctor: this form relates only to your patient's mental state, not to his physical condition. You are being asked whether, in your opinion, he is likely to be incapable of understanding and co-operating with lung function testing and a physical examination.*

Box 1 ☐ It is my opinion that the above named claimant is not prevented, by reason of their mental state, from attending a medical assessment centre and undergoing a physical assessment and lung function testing in connection with his claim.

Box 2 ☐ It is my opinion that the mental state of the above named claimant is such as to be inappropriate for him to attend a medical assessment centre and undergo any form of physical assessment or lung function testing in connection with his claim.

Signed……. Dated…….

Appendix 2

British Coal Respiratory Disease Litigation: Claimants appearing to have impairment of their mental state on the day of the Medical Assessment Process examination: RS Certificate

Name of Claimant	
Capita Number	
Address of Claimant	

Name of RS	
Name of Assessment Centre	

1. The above-named claimant attended the above-named medical assessment centre today for spirometry/lung function testing and consultation (*delete as appropriate*).

From my observation of the claimant I have formed the opinion that his mental state today was such that his judgement and the accuracy of any history he may give could be impaired.

(*Delete whichever of the following paragraphs do **not** apply*)

2 In my view the claimant, with appropriate supervision and encouragement, is able to undergo spirometry/lung function tests and physical assessment.

3. In my view the claimant's condition is such that he should not undergo spirometry/lung function tests or physical assessment.

4. Having formed the opinion referred to in paragraph 2 (above) during the course of my consultation, I concluded the consultation forthwith.

Signed……. Dated…….

Our Ref: SLB/COPD/9/7.1

25 April 2003

Dear

COMPENSATION FOR PMF IN THE ABSENCE OF COPD

In the past coalminers may choose to receive compensation for their PMF either through the coalminers' pneumoconiosis scheme (CWS) or under PDD1 from the Benefits Agency. Alternatively provided they have not received compensation through one of these schemes they can elect to receive it through the present scheme and MAP process. This letter forms an instruction as to how you may deal with such cases should they arise. Since we were anxious not to include a third grid of any sort, the action you should take is as follows:

1. When COPD is not present, but PMF is (this will only occur rather seldom) under these circumstances you can simply cross out the grid for COPD and insert PMF instead. This would be Q59 on the current living MAP and Q46 on the deceased form. The numbers will change when the new MAP form is introduced.

2. Where COPD is not present, but another co morbid condition leading to respiratory disability is the total disability can be assessed as usual, but that due to PMF treated in the same way as above (No. 1), namely a PMF grid instead of a COPD one.

3. If COPD and PMF exist together, but in the absence of any other respiratory condition then the combined disability for COPD and PMF should be used in these grids and in this particular instance both grids will be the same, but the word 'and PMF' should be added at the top of the grids in Q59 and Q46 respectively and the two grids would be the same.

4. Where COPD and PMF exist together with another respiratory co morbid condition and where the claimant has not previously received an award under the CWPS scheme administered by Capita then the first grid should reflect total disability and the second one a combination of disability due to COPD and PMF.

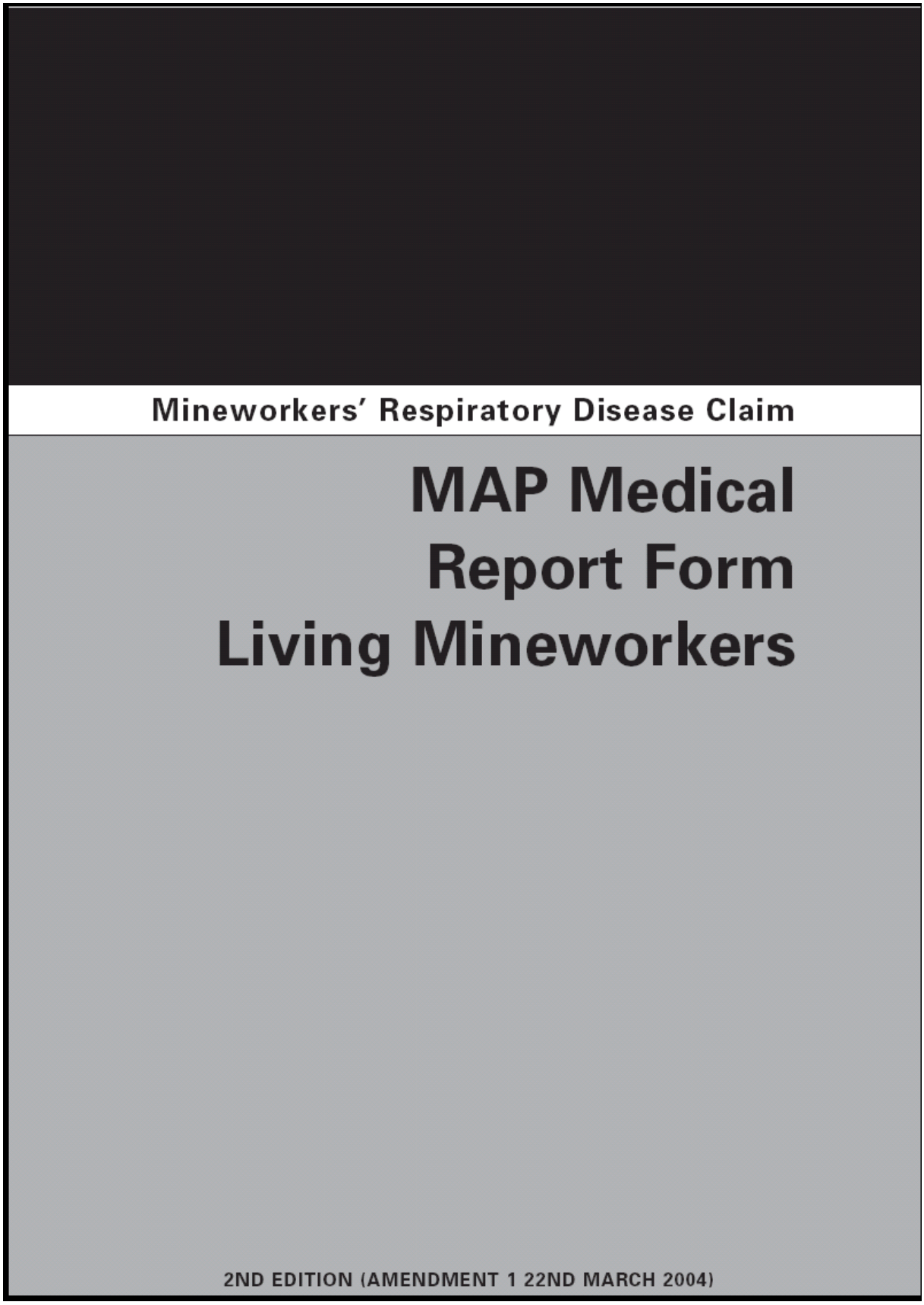
It is appreciated that when you initially assessed the claimants, PMF was simply recorded as a co morbid condition and no attempt was made to try and follow the natural history or the time sequence over which any disability developed. In some cases there will not have been much available in the notes to deduce the time course of the PMF disability, whilst in others there may be quite extensive notes giving information about disability at various times.

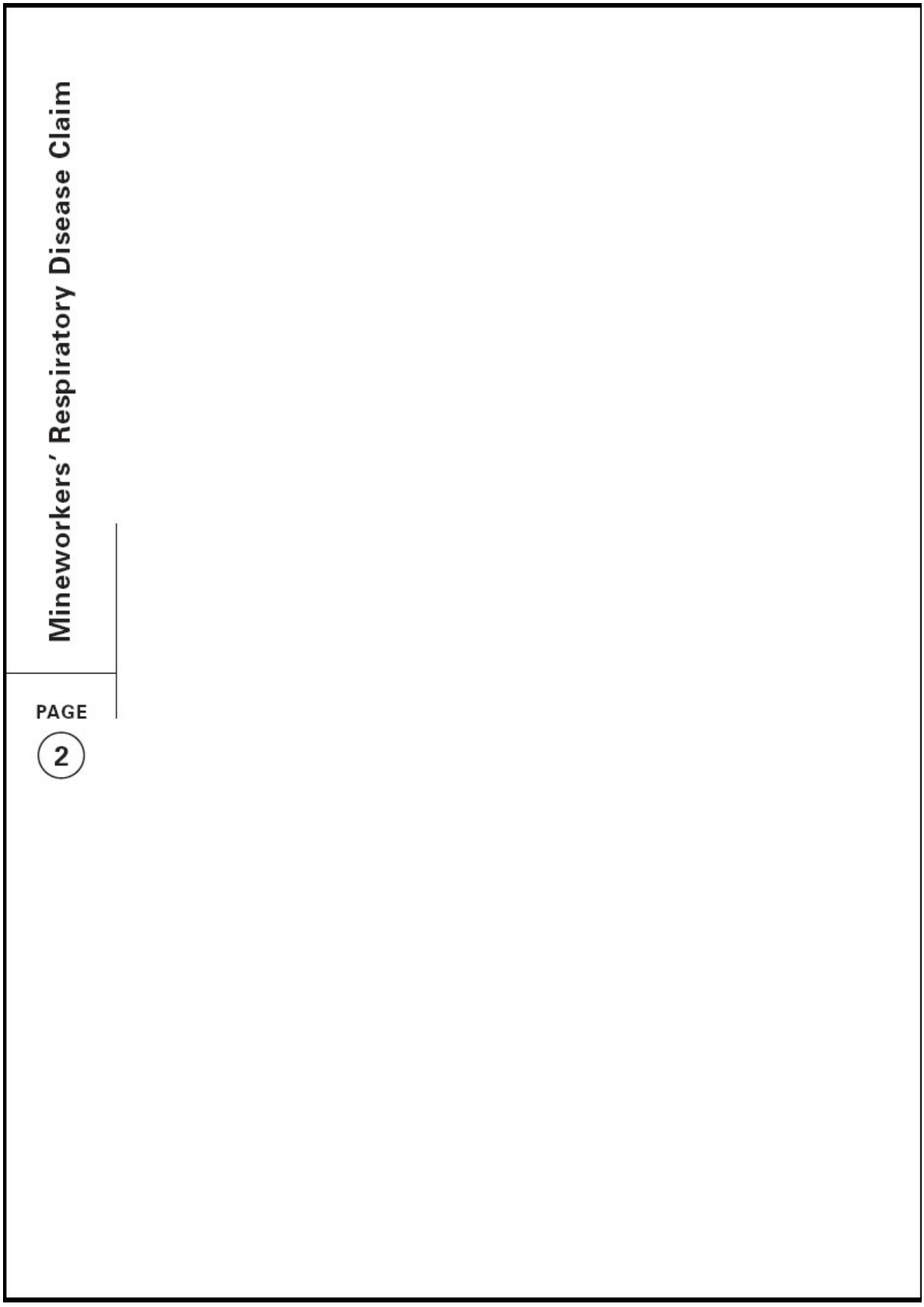
In the latter case you may need to look at the disks again. Some of you may have had little experience with PMF, but please make the best estimate you can. Make any amendments in 'red' ink crossing through the original entry and inserting any new entry, which you should sign or initial and date. Copies of the MAP assessments for the cases that you now need to reassess will be sent to you and we would be grateful if you could return them to us at ~~SchlumberSema~~ **Atos Origin** as soon as possible.

Yours sincerely

Dr David Hughes
Clinical Director

SCHEDULE 7
Annex 7b




Mineworkers' Respiratory Disease Claim
PAGE
2

Mineworkers' Respiratory Disease Claim

PAGE 3

Please complete this page in Capital Letters

For completion by MAP Assessment Administrator only

Has the MAP been Medically QC'd? **Yes** ☐ **No** ☐

If **Yes**, Name: Reference: Date:

Has QC resulted in changes to the MAP report? **Yes** ☐ **No** ☐

If **Yes**, please complete comments box below

IRISC Reference:

Solicitor's Reference:

Administrative Details

1. Claimant's Surname:

First Name(s):

Date of Birth: day | | | month | | | year | | | | |

National Insurance Number: | | | | | | | | | |

Address:

Post Code:

Respiratory Specialist's Details

2. Date of consultation:

Examined at:

Examined by:

Respiratory Specialist's reference:

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Mineworkers' Respiratory Disease Claim

PAGE 4

Medical Records	Yes	No
3. GP records seen? (These will always be provided unless lost)		
4. British Coal medical records seen? (These will always be provided unless lost)		
5. DSS records seen? (These will be provided if the Claimant has made a claim for benefits and if the records can be traced)		

Additional records requested (If you consider it **absolutely essential** for you to see any additional records before concluding your report)

6. Enter details of the records you require:

Details of Records	Date requested	Date Seen

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Mineworkers' Respiratory Disease Claim

PAGE 5

Relevant entries in the medical records

7. Set these out below (other than for asthma and smoking). Where there are many entries this need not be exhaustive, but those which you quote should identify relevant medical conditions and symptoms and fairly represent the records as a whole. If you feel particular records are important in reaching your judgment these must be recorded.

Note:
i) relevant entries in respect of asthma are to be set out in answer to Question 10;
ii) relevant entries in respect of smoking are to be set out in answer to Question 11.

Date (d/m/y)	Source and Page ref.	Substance of Entry

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Mineworkers' Respiratory Disease Claim

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Relevant entries in the medical records *(continued)*

7. *(continued)*

Date (d/m/y)	Source and Page ref.	Substance of Entry

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Mineworkers' Respiratory Disease Claim

PAGE 7

Note: This section may be completed before examination of the Claimant

Asthma

Please refer to the Claim Questionnaire and the Claimant's records, **before** answering the following Questions.

8. Asthma should **not** be considered unless the answer **to at least one of** the following (a) to (c) is **Yes**

	Yes	No
(a) Has a diagnosis of asthma been recorded repeatedly over a period of years?		
(b) Is there evidence from the records of marked variability in severity of breathlessness over short periods of time accompanied by objective evidence of airflow limitation at times of breathlessness, eg wheezing heard by the GP?		
(c) Is there objective evidence of greater than 20% variability in FEV1 (or an absolute value of 200ml for cases with small lung volumes) or PEF over short periods of time, either spontaneously or in response to treatment?		

9. Complete this Question if you have answered **Yes** to at least one of the Questions 8 (a), (b) or (c) above:

	Yes	No
(a) Is it suggested in the Claim Questionnaire that symptoms of asthma were worse whilst working at a British Coal mine?		
(b) If **Yes**, does the Claimant say in his Claim Questionnaire that symptoms of asthma were better away from such work?		

If the answer to (a) or (b) is **Yes**,

	Yes	No
(c) Are there references in the records to symptoms of asthma being worse whilst working at a British Coal mine and/or better away from such work? (See Instructions and Guidance relating to this Question).		

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Mineworkers' Respiratory Disease Claim

PAGE 8

Asthma *(continued)*

10. If **Yes**, set out below any relevant asthma entries in the medical records (This list should not be exhaustive; only report representative entries): If you feel particular records are important in reaching your judgment these must be recorded.

Date (d/m/y)	Source and Page ref.	Substance of Entry

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Smoking History

11. (a) Are there any entries in the medical records relating to smoking?

Yes	No

(b) If **Yes**, set out the significant entries below: If you feel particular records are important in reaching your judgment these must be recorded.

Date (d/m/y)	Source and Page ref.	Substance of Entry

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Smoking History *(continued)*

12. (a) Is there anything in the information provided that contradicts the smoking history recorded at Question 24 of the Claim Questionnaire?

Yes	No

(b) If Yes, set out below any necessary amendments to the smoking history.

Year Started	Year Stopped	Average Quantity			
		Number of ready made cigarettes smoked per day	Number of cigars smoked per day	Ounces of hand rolled tobacco smoked per week	Pipe smoker (tick)

13. If an exhaled carbon monoxide level was obtained during lung function testing, you should enter the result here: _____ ppm

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Smoking History *(continued)*

14. (a) Respiratory Specialist's overall assessment of smoking history:
Ever smoked?

Yes	No

(b) Total years of smoking: _____ years

(c) Distributed as follows (see notes below):

Category	Years	From	To
Light smoking (1-14 cigarettes/day or less than half an ounce of hand rolled tobacco/day)			
Medium smoking (15-25 cigarettes/day or about half an ounce of hand rolled tobacco/day)			
Heavy smoking (26 or more cigarettes/day or more than half an ounce of hand rolled tobacco/day)			

Notes

(i) The Claimant is asked to express ounces of tobacco used per week - it is your job to convert to a daily amount
(ii) pipe smoking should be categorised as light cigarette smoking
(iii) smoking one small cigar is the equivalent of smoking two ready made cigarettes.
(iv) less than 1 cigarette per day or less than 7 cigarettes per week is regarded as non smoking

15. Please add any further comments you may have in this box. Give reasons if you have amended the Claimant's smoking history. In particular, pass comment if there are entries in the records which appear to contradict your conclusions.

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Mineworkers' Respiratory Disease Claim

PAGE 12

Summary of conditions suggested by past records

16 Having considered the Claimant's medical records, list previously recorded significant respiratory medical conditions below:

Illness	When first diagnosed? (Year)

17. List any other previously recorded significant non-respiratory medical conditions which may be relevant to this assessment:

Illness	When first diagnosed? (Year)

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Mineworkers' Respiratory Disease Claim

PAGE 13

Consultation with Claimant

18. History and present condition as given by the Claimant at the consultation. (**Note** - see Instructions and Guidance on this Question regarding description of breathlessness)

History of chronic bronchitis whilst working at a British Coal mine

Exercise tolerance on leaving the mines in (enter year)

Current exercise tolerance

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Consultation with Claimant *(continued)*

19. Medical Examination

Blood Pressure	Pulse

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Mineworkers' Respiratory Disease Claim

PAGE 14

Lung Function Tests and Body Mass Index

	Yes	No
20. I have examined the results of the lung function tests:		

21. Your Interpretation of the Lung Function Tests (see Instructions and Guidance):

Best FEV1 _____ litres Percentage predicted _____ %

FEV1/FVC ratio _____ FEV1 reversibility (%) _____

RV/TLC ratio _____ TLC (% predicted) _____

KCO (% predicted) _____ TLCO (% predicted) _____

BMI

Interpretation of tests/results

(Remember to state whether any impairment is obstructive or restrictive and - if both - which component predominates. Comment upon whether or not the flow-volume loop supports a diagnosis of COPD. If you believe the BMI may be relevant in interpreting these results, say so. Comment upon any reversibility if you believe this to be relevant.)

RS and/or QC Comments (delete as appropriate)

Lung Function Tests and Body Mass Index *(continued)*

Other comments on performance of Lung Function Tests

Screening Spirometry, Chest X-Rays, CT Scans and Other Test Results

22. Reports on Screening Spirometry, Chest X-Rays, CT Scans, ECG and other test results

    Note that this section refers to reports on investigations contained in the notes that you have seen. List only those of importance. Note that previous x-rays and scans will not routinely be provided with the medical records and new x-rays or scans should not routinely be requested (see Question 33). If you feel particular records are important in reaching your judgment these must be recorded.

Date	Source and Page ref.	Test	Results	InterpretationTest

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

PAGE 17

Diagnoses

	Yes	No
23. **Chronic Bronchitis**		
(a) Do you form the view that the Claimant had chronic bronchitis when he worked at a British Coal mine?		
(b) In very exceptional circumstances the Claimant may have developed chronic bronchitis shortly after ceasing work in coal mining. If the Claimant did not have chronic bronchitis when working at a British Coal mine but developed it since, did it develop sufficiently closely to the end of this employment for it, on the balance of probabilities, to have been caused or contributed to by mine dust?		

	Yes	No
24. Does the Claimant have **COPD**?		

If you conclude this man does not have COPD but there is a reference in any of his medical notes to a diagnosis of COPD or one of its synonyms please explain why you have reached a different conclusion (see Instructions and Guidance)

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Mineworkers' Respiratory Disease Claim

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Diagnoses

25. **Pneumoconiosis**

(a) Is there evidence of Pneumoconiosis in the medical records	Yes ☐	No ☐
(b) If **Yes**, is it Progressive Massive Fibrosis (PMF)?	Yes ☐	No ☐
(c) If it is not PMF and the ILO Category is recorded please say what ILO category is recorded. If this is not recorded, please state "Not Known"	☐	
(d) If there is Simple Pneumoconiosis (Category 2 or 3) **and** you have diagnosed COPD, in your opinion does the Simple Pneumoconiosis contribute to respiratory disability?	Yes ☐	No ☐ Unable to say ☐

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

PAGE 19

Diagnoses *(continued)*

	Yes	No
26 (a) **Asthma**		
(b) If **Yes**, exacerbated by work (and supported by documented medical evidence noted below; see Instructions and Guidance)		

Comments (Asthma)

	Yes	No
27. **Cor Pulmonale** caused or contributed to by COPD		
28. **Other heart disease** (not caused or contributed to by COPD) If **Yes**, please specify and comment:		

	Yes	No
29. (a) **Obese** (by reference to BMI)		
(b) Is obesity steroid-induced?		

Comment on effect of obesity on respiratory disability

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Mineworkers' Respiratory Disease Claim

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Diagnoses *(continued)*

	Yes	No
30. **Musculo-skeletal conditions** If **Yes**, please specify:		

	Yes	No
31. Any other co-morbid conditions which are impacting on the Claimant's **respiratory disability** If **Yes**, please specify:		

	Yes	No
32. Any other co-morbid conditions which are **NOT** impacting on the Claimant's **respiratory disability** If **Yes**, please specify:		

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Assessment of Disability

33. **Further Tests (should only be requested where you are unable to complete your assessment of disability without them)**

Do you require any further tests to complete your assessment of disability?	Yes	No

If Yes, commission additional tests (see Instructions and Guidance) and, once you have the results complete the separate booklet "MAP Medical Report Form Additional Tests". You should not complete the remainder of this form. If No, please complete the remainder of this form.

Further tests requested.

Test requested	Why considered necessary

Declaration

I confirm that the above tests are required to enable me to conclude my assessment of the Claimant's disability and that I have read the notes for guidance in relation to this section.

Signature of Respiratory Specialist: _____

Respiratory Specialist Reference: _____

Date: _____

You must also sign and date the declaration on page 28 before returning the form

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Assessment of the extent and component parts of respiratory disability

Please refer to the Instructions and Guidance before completing this section. You are asked to quantify only the component parts of respiratory disability, to include co-morbid conditions which increase respiratory disability. You should not attempt to quantify co-morbid conditions which do not impact upon respiratory disability, listed in Question 32.

34. Disability relative to a healthy man of similar age (see Instructions and Guidance and Scale set out there):

(a) Total respiratory disability	%
(b) % respiratory disability due to COPD including any element of category 2 or 3 pneumoconiosis (see entries made in Question 25)	%
(c) % respiratory disability due to PMF	%
(d) % respiratory disability due to conditions other than those in (b) and (c) above (please state below what these conditions are)	%

Conditions causing respiratory disability included in Question 34 (d)

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Assessment of the extent and component parts of respiratory disability *(continued)*

35. (a) If you conclude that the Claimant has respiratory impairment but due to the effect of a co-morbid condition you assess respiratory disability due to COPD at zero, and have recorded this at 34 (b) tick which level of impairment due to COPD is indicated by any lung function tests (see Instructions and Guidance relating to this Question for further explanation).

Mild	Moderate	Severe

(b) Did the Claimant have respiratory disability due to COPD **prior** to the onset of the co-morbid condition?

Yes	No

(c) If **yes**, please state co-morbid condition:

and year of onset:

(d) If the Claimant does have or has had respiratory disability complete the disability grids at Question 40 and 41 **only** up to the date of the onset of the co-morbid condition.

If the Claimant has **never had any respiratory disability due to COPD** go to the last page of this report and complete the Declaration. If the Claimant **does or did have a respiratory disability due to COPD** complete the remainder of this form.

RS and/or QC Comments (delete as appropriate)

Life Expectancy

36. (a) What is the average life expectancy for a Claimant of this age? (Refer to Table A in the Instructions and Guidance) **Years**

(b) You should add one year to life expectancy if the Claimant is a life-long non smoker. You should reduce life expectancy by one year if the Claimant has smoked in the last 10 years.

If you have revised the life expectancy in this way please enter revised life expectancy. If you have not revised the life expectancy, please enter "N/A" **Years**

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Life Expectancy *(continued)*

37. (a) Is the Claimant's life expectancy reduced below the average for someone of his age? (Do not include smoking again) (Paragraph 37 of the Instructions and Guidance provides further explanation)

Yes	No

(b) If **No**, go to Question 40

If **Yes**, what are the conditions which you consider are reducing his life expectancy?

38. By how much is (i) COPD and (ii) other conditions likely to be reducing his life expectancy?

You should refer to the Instructions and Guidance to Respiratory Specialists in relation to this Section if you need general guidance on this matter, but your clinical judgment based on your experience, exercised to the best of your ability, is of considerable importance when you make your assessment.

i. Reduction in life expectancy due to COPD:	**Years**	
ii. Reduction in life expectancy due to other conditions:	**Years**	
iii. Overall reduction in life expectancy:	**Years**	

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Cessation of Work

39. (a) When did the Claimant give up work in the mining industry? **Year** ☐ **Aged** ☐

If the answer to any of the following Questions is **No**, go straight to Question 40

	Yes	No
(b) Did he have any **non-respiratory** disabling conditions at that time?	☐	☐
If Yes (c) Did such **non-respiratory** disability, in your view, contribute in any way to him giving up work?	☐	☐

If Yes
(d) **At that time** do you think the **non respiratory disability** was (please tick one box)

i) The only reason he left work ☐
ii) The most significant reason ☐
iii) Equally significant to any respiratory condition present ☐
iv) Less significant than any respiratory condition present ☐
v) Of minimal significance when compared with any respiratory condition present ☐

Please state **non-respiratory** disabling conditions

Non-respiratory condition	Source	Page ref.	Date

Note: It is important that you remember the definition of respiratory disability at paragraph 34.1 of the Instructions and Guidance. Otherwise this form is likely to be returned to you or queried by the parties.

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Assessment of Past and Future Respiratory Disability

40. Please complete the following grid in accordance with the Instructions and Guidance.

Total Respiratory Disability	Year Disability was/will be reached	Age
10%		
20%		
30%		
40%		
50%		
60%		
70%		
80%		
90%		
100%		

Claimant's age now

41. Please repeat the assessment for COPD only in accordance with the Instructions and Guidance.

Respiratory Disability Due to COPD	Year Disability was/will be reached	Age
10%		
20%		
30%		
40%		
50%		
60%		
70%		
80%		
90%		
100%		

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Comments

42. Please enter any comments you may wish to make to explain the assessments made in response to Questions 40 and 41, including comments on unusual progression patterns:

Claimant's Expected Final Age as suggested by your assessment of life expectancy — **Age** [ ]

Anticipated period of time at final level of disability

Years [ ]

Months [ ]

From (date) [ ]

This has been put on a separate page to allow solicitors who send the reports to Claimants the opportunity to remove it should they feel it would cause their clients distress.

RS and/or QC Comments (delete as appropriate)

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

Please complete Declaration

Declaration

I confirm that the contents of this report are true to the best of my knowledge and belief. My assessment is based upon a balance of probabilities and complies to the best of my ability with my obligation to be fair to both parties. I confirm I have read and complied with the Instructions and Guidance to Respiratory Specialists.

Name of Respiratory Specialist (Please print name in CAPITALS):

Respiratory Specialist's Reference:

Signature of Respiratory Specialist:

Date:

Check list

1. Have you completed all the questions in full?
2. Have you signed the form?
3. Have you dated the form?

2ND EDITION (AMENDMENT 1 22ND MARCH 2004)

ANNEX 8

Annexes:

8a CB-Only Procedure

8b Instructions and Guidance to Respiratory Specialists: CB-Only Claims

8c MAP Medical Report (CB-Only)

Annex 8a

CB-ONLY PROCEDURE

Introduction

1. Chronic bronchitis (CB) can be experienced by Claimants independently of emphysema or other COPD conditions. Claims limited to CB-Only have different evidential requirements and compensation arrangements.

2. The handling of the CB element of a COPD claim in the main MAP is described at paragraph 21 of the MAP at Schedule 7. This procedure mirrors the full MAP procedure as closely as possible.

There are three gateways whereby a claim can move into this procedure:

a. where the claim is restricted to CB-Only where there is no need for screening spirometry;

b. where, after screening spirometry, the Claimant abandons the other COPD elements of his claim (eg where his FEV1 is 90% or higher); or

c. where, after lung function testing within the full MAP, the Claimant abandons the other elements of his claim.

Procedure

3. Note: the procedure for Expedited CB-Only Payments is set out in Schedule 9 Part II. The procedure in respect of CB-Only Payments is as follows:

4. There will be assessment of the Claimant's medical records (GP, former British Coal and DSS records where appropriate) by the Service Provider who will:

(i) obtain the records;
(ii) sort them into date order;
(iii) have them scrutinised by a Respiratory Specialist;
(iv) produce a standard report (the MAP Medical Report (CB-Only));
(v) copy the records and report to the Claimant's Representative and Capita.

5. There will also be contemporaneous assessment by Capita of the Claimant's British Coal records to confirm the Claimant's Period of Employment and thus exposure to dust during his working lifetime.

Records Assessment and Delivery Arrangements

6. The Service Provider will seek to obtain a full set of the Claimant's GP records, British Coal medical records (where available) and DSS records, where appropriate. As soon as a complete set of GP records is obtained all records by then received will be sent to the Respiratory Specialist, whilst the Service Provider will continue to search for other remaining records. The Service Provider will continue the records search until one of the following occurs:

(a) it is established that the other records do not exist; or
(b) the Service Provider is notified by Capita that the records are no longer required because of agreement between Capita and the Claimant's Representative; or
(c) because of notification by Capita of the settlement of the claim.

7. The Service Provider will place the medical records in date order, attach the agreed Employment History, and have them assessed by a Respiratory Specialist together with copies of the Claim Questionnaire. Claims will be prioritised for assessment in accordance with Schedule 7 Annex 2. The Respiratory Specialist will:

(i) corroborate instances of CB experienced by the Claimant when working at a BCC Mine after 4th June1954;

(ii) identify any alternative conditions such as bronchiectasis or tuberculosis;

and

(iii) validate the Claimant's smoking history.

8. The Respiratory Specialist may at that stage request additional records if felt necessary, in which case the report will be completed after those records (if available) have been provided.

9. Having assessed the records, the Respiratory Specialist will complete the MAP Medical Report (CB-Only) at Schedule 7 Annex 8c, in accordance with the guidance at Annex 8b. A complete set of the records, together with the report, will be passed to the Claimant's Representative and to Capita.

Dust Exposure

10. Prior to sending the records to the Respiratory Specialist Capita will obtain the Claimant's employment records and validate the Claimant's Employment History. Copies of these papers will be sent to the Claimant's Representative for the purposes of agreeing the Employment History. The agreed Employment History will be sent to the Service Provider to accompany the medical records. Capita will also use the information to calculate tortious exposure pursuant to Schedule 11.

11. CB is diagnosed primarily on the Claimant's self reported symptoms (and the exclusion of other disease processes which could account for all those symptoms.)

12. Compensation for CB-Only is only to be paid to those Claimants who have suffered the condition. As a consequence of the nature of the condition the Parties have agreed that where a claim for CB-Only is made there should be corroboration of the condition in the Claimant's medical records.

13. However, the Parties recognise that whilst they can seek to guide the Respiratory Specialists they cannot limit the exercise of their clinical judgment. Thus the notes for guidance allow the Respiratory Specialist to exercise his clinical judgment in order to make an uncorroborated diagnosis of CB where appropriate.

Offer

14. Where appropriate, following the assessment a full and final offer shall be made by Capita based on a gross award as set out within paragraph 1 of Schedule 11 apportioned pursuant to Schedule 12, less credit for any previous interim award.

Disputes Procedure

15. The Disputes Procedure described at paragraph 67 of the Handling Agreement applies to disputes arising in CB-Only claims.

16. The Parties believe that it will be helpful for those operating this Agreement to provide examples (recognising they cannot cover every eventuality) of when the Disputes Procedure will be properly invoked:

Example 1 – The Claimant has a very full set of medical records and has attended his doctor on a regular basis but there is no recorded instance of CB. The Disputes Procedure should not be invoked.

Example 2 – The Claimant's records are available for most of his life and it is clear from them that he is an individual who rarely consults his doctor. The Disputes Procedure may be invoked.

Example 3 – The Claimant finished work in 1980. His pre 1985 records are lost. The post 1985 records demonstrate clear corroborated evidence of CB. The Disputes Procedure may be invoked.

Example 4 – The Claimant's pre 1970 records are lost. The Claimant finished work in 1980. There are no entries of CB in the 10 years between 1970 and 1980. The Disputes Procedure should not be invoked.

Example 5 – The Claimant asserts that he is a lifelong non smoker who had nonetheless suffered CB during his working life. All of his records are lost. The Disputes Procedure may be invoked.

Example 6 – The Claimant is a current smoker with current CB who finished work two years ago or more. All of his records are lost. The Disputes Procedure should not be invoked.

Annex 8b

MINEWORKERS RESPIRATORY DISEASE

INSTRUCTIONS AND GUIDANCE TO RESPIRATORY SPECIALISTS: CB-ONLY CLAIMS

Introduction

A. The Service Provider is instructed to obtain, assess and report upon, the records of Claimants who have been exposed to mine dust and who say that, as a result, they suffered from chronic bronchitis when they worked at a British Coal mine. As part of this process, the Service Provider will employ Respiratory Specialists to:

(i) establish whether the Claimant suffered from chronic bronchitis (CB) when working at a British Coal mine after 4th June 1954 and
(ii) validate the Claimant's smoking history.

B. It was accepted by the Government in 1993, on the recommendation of the Industrial Injuries Advisory Council, that Chronic Bronchitis is a disease associated with coal mining. In a High Court Judgment delivered on 23 January 1998, a causal link was established between Chronic Bronchitis and exposure to dust underground in the occupation of coal mining. Thus present and former miners are now eligible to receive compensation from their previous employers (such as British Coal) if they have or had Chronic Bronchitis attributable to their occupation.

C. On 1 January 1998 the liabilities of British Coal were transferred to the Secretary of State for Trade and Industry by way of a re-structuring scheme under the Coal Industry Act 1994. The DTI therefore now has the responsibility for paying compensation claims previously made against British Coal in respect of Chronic Bronchitis.

D. The Judgment reduced individual damages for three elements – smoking, exposure to dust prior to 1954 (for which the DTI is not liable to pay damages) and "innocent" dust (ie the irreducible minimum in the light of mining technology at the time). Compensation awards will thus be reduced depending on the level of a Claimant's smoking, any service prior to 4th June 1954, and the amount of the dust to which he was exposed that was innocent. This apportionment exercise will be made at a later stage of the claims handling process according to a formula agreed between the parties and you need not concern yourself with it.

Definition of Chronic Bronchitis

E. In the lead cases in the miner's lung disease claim, the Judge used the MRC definition and said that it:

> *"is a functional rather than disease based definition, with sputum production on most days for at least three months in the year for at least two consecutive years".*

F. Note: To diagnose chronic bronchitis by the MRC definition, other conditions such as bronchiectasis, tuberculosis and asthma must be excluded. Please bear carefully in mind that chronic bronchitis and bronchiectasis may co-exist. If you come to a diagnosis of bronchiectasis in a Claimant with a regular productive cough, this does not necessarily preclude you from concluding that chronic bronchitis is present as well. You are asked to use your experience and clinical judgement based upon the information available to you.

Role of the respiratory specialist.

G. Your task is to provide a MAP Medical Report (CB-Only) (see Annex 8c), which will determine whether any compensation is paid to the Claimant and, if so, the amount. As you owe an equal duty to the Claimant and to the DTI, the report must be accurate, objective and comply with the instructions and guidance set out in this document.

H. It is important that assessments are based on the "balance of probabilities" test. This is a Civil Law concept which means that a matter is accepted as proven if it is more likely than not to be true. It is not necessary to be satisfied "beyond reasonable doubt" (the legal test in criminal law cases), nor to be "more than 95% sure" (an approximation to the level of statistical significance often used in medicine). Accordingly, if it is believed to be more than 50% (50.01% will do) likely that an individual had chronic bronchitis, the conclusion should be that he had it. If you believe it to be 50% likely or less that he had chronic bronchitis your conclusion should be that he did not.

Summary of Documentation Supplied

I. You will be provided with:

a. Claim Questionnaire (completed by the Claimant);

b. Claimant's medical records;

c. Documented evidence of working at a British Coal Mine;

d. MAP Medical Report (CB-Only) Form to be completed by you and returned to the Service Provider.

Guidance for Completing the MAP Medical Report (CB-Only)Form at Annex 8c

Administrative Details (Questions 1 – 4)

Boxes 1, 2 and 3 of the MAP Medical Report (CB-Only) Form should already have been fully completed before it is sent to you. Parts of box 4 may also have been completed. Please ensure that the details recorded are correct and complete the box at 4 as necessary.

Medical Records (Questions 5 – 8)

You are required to confirm that GP, British Coal medical records and DSS records (where available) relating to the Claimant have been supplied. If you consider that further records are necessary and you know that they exist (eg from a hospital or specialist), these should be requested and reasons given. In such instances the form should then be returned to the Service Provider.

Medical Records - Important Entries (Question 9)

9.1. Your tasks in relation to the medical records are as follows:

(i) to identify entries which are relevant to a diagnosis of chronic bronchitis in a Claimant when he worked at a British Coal mine (or, in very exceptional circumstances, shortly thereafter)
(ii) to identify any instances attributable to bronchiectasis, tuberculosis or other causes; and
(iii) to validate the Claimant's smoking history.

9.2. Having carefully scrutinised the records summarise them in box 9. (other than those entries relating to smoking which should be entered in box 10 – see below). You are not expected to list all relevant entries, which might run to many pages. You should summarise the sense of the records and the information they contain. An example might be:

- *December 1982, first reference to bronchitis*
- *Three entries in the following year*
- *Multiple entries thereafter*

Smoking History (Questions 10 to 13)

10.1. You are required to list entries in the medical records relating to smoking. The Claimant's smoking history is set out in Section 24 of the Claim Questionnaire. It is important to check this and if necessary amend the Smoking History (eg years spent at a given level of smoking). If you do amend the Smoking History, please give your reasons in the box provided at 13.

10.2. You are required to make a broad assessment of the Claimant's smoking history. The smoking categorisation set out at 12 of the MAP Medical Report (CB-Only) Form has been agreed between the parties. Note: the guidance in relation to hand rolled tobacco, cigars and pipe tobacco is set out at the Note to question 12.

10.3. Box 13 is provided for you to make any additional comments as necessary.

Remember it is for the parties to the agreement to determine the effect of smoking on compensation. All you need do is confirm or correct the smoking history given.

Diagnosis and Assessment of Chronic Bronchitis (Question 14)

14.1. You are required to assess the claim to establish whether the Claimant has or had symptoms which fulfil the criteria for the MRC definition of chronic bronchitis. Part of your role is, as set out in the qualification to the definition above, to satisfy yourself (remembering that conditions can co-exist) whether the Claimant has or had no other condition(s) causing the symptoms. Bronchiectasis is likely to be the most common of these.

14.2. This part of the form relates to the formulation of your conclusions. You will need to take into account your interpretation of the Claim Questionnaire, your review of the medical records and the details of the work history provided to you. The following paragraphs give guidance on some specific issues.

14.3. The questions in the Claim Questionnaire are designed to elicit the key features which must be established before a diagnosis of chronic bronchitis due to working in mines can be considered. You should keep the following points particularly in mind and may wish at this point to look again at the Claim Questionnaire:

Question 26 of the Claim Questionnaire

The Claimant must have had a cough which produced sputum during or in very exceptional circumstances shortly after the period when he was working in a British Coal mine.

Question 27 of the Claim Questionnaire

This establishes whether the Claimant was treated for his symptoms, although this is not an essential requirement.

Questions 28 and 29 of the Claim Questionnaire

These questions are designed to establish whether the Claimant's recollection of his symptoms fulfils the MRC criteria in terms of frequency and duration of cough with sputum.

Question 30 of the Claim Questionnaire

Note that it is not necessary for the Claimant to establish that he still has such problems now in order for him to qualify for compensation for chronic bronchitis suffered during the period when he worked at a British Coal Mine.

Questions 31 and 32 of the Claim Questionnaire
Haemoptysis is not a feature of chronic bronchitis. A response to this question which indicates more than a single isolated instance of haemoptysis should indicate the possibility of other conditions, particular bronchiectasis, and may indicate the need for further investigation. Its presence may indicate that it, rather than the chronic bronchitis, is the cause of any chronic cough documented in the records.

14.4. The records, if available will normally contain references to symptoms suggestive of chronic bronchitis (see also paragraph 14.8 below). However, there may be circumstances when even though there is no such evidence in the records the evidence recorded in the Claim Questionnaire gives you such a persuasive history that you form a clear view that he did have chronic bronchitis whilst working in a British Coal mine (or, in very exceptional circumstances, shortly thereafter) and there is nothing within the medical records to contradict this.

Thus you do not need to find corroboration in records to diagnose chronic bronchitis if in your clinical judgement the Claimant had chronic bronchitis whilst working for British Coal Corporation, but in reaching your judgement, you will of course bear in mind anything in the records which suggests that the Claimant did not have bronchitis.

14.5. Similarly, if records are lost, whilst you should be careful about diagnosing chronic bronchitis on the Claimant's self-reported symptoms alone, if you are satisfied in your judgement that the Claimant did have chronic bronchitis, you should say so.

14.6. You are also required to assess whether the records contain entries suggestive of respiratory conditions other than chronic bronchitis which could have accounted for the Claimant's symptoms, eg. Bronchiectasis. You should note that such conditions can co-exist with chronic bronchitis.

14.7. Records vary greatly in their quality and the extent of detail that they contain. You should also keep in mind that some Claimants may be more disposed to attend their GP or take time off work than others, even with similar symptoms. You are accordingly expected to use your experience and judgement as a Respiratory Specialist when forming your view as to whether or not the Claimant had chronic bronchitis at the relevant time. Further, the same experience and judgement should be used to form a view as to whether the Claimant has or had other significant respiratory conditions.

14.8 Symptoms suggesting a diagnosis of chronic bronchitis would the use of terms like the following recorded in the notes during a period when the Claimant worked in a British Coal mine:

"Chronic bronchitis"
"Bronchitis"
"Cough and phlegm/sputum/spit"
"Productive cough"
"Acute exacerbation of chronic bronchitis"

14.9. The list cannot be exhaustive. Repeated entries for "chesty cough" would qualify, as would repeated prescriptions for expectorants, but entries stating "acute bronchitis" may not be relevant.

14.10. There may be entries in the notes which suggest or confirm such other conditions. Amongst them will be:

a. a diagnosis of bronchiectasis or of asthma.

b. regular productive cough recorded before starting work at a British Coal mine, in particular episodes since childhood or teenage years, ~~also~~ suggest bronchiectasis or asthma.

c. recorded large quantities of sputum, or entries like "foul sputum" may suggest bronchiectasis.

d. a history of known or suspected tuberculosis could suggest later post-tuberculous bronchiectasis.

e. chest X-ray reports suggesting bronchiectasis or scarring from old tuberculosis.

This list is not exhaustive. You are asked to use your judgment and experience.

14.11 You should keep in mind the principle that you are not asked to give either the Claimant or the DTI "the benefit of the doubt". You are asked whether, in your judgement and on the information available to you it is more likely than not (ie you are more than 50% sure) that the Claimant did have chronic bronchitis when working at a British Coal Mine. Similarly, you are forming a view on the same balance of probabilities whether or not the Claimant had other respiratory conditions which were wholly or partly responsible for a productive cough whilst working at a British Coal Mine or in very exceptional circumstances shortly thereafter.

Declaration

You are required to complete and sign the declaration at the end of the report and then forward your report as directed on that page.

[New version of form 05/12/03]

MAP MEDICAL REPORT FORM

UNDERGROUND WORKERS – CHRONIC BRONCHITIS & EXACERBATION OF ASTHMA CLAIM

Administrative Details

1	MINERS SURNAME:	FIRST NAME(S):
	DATE OF BIRTH: Day ☐☐ Month ☐☐ Year ☐☐	NATIONAL INSURANCE NUMBER: ☐☐☐☐☐☐☐☐☐☐
	ADDRESS:	
2	Capita REFERENCE:	
3	SOLICITORS REFERENCE:	
4	DATE OF ASSESSMENT:	
	ASSESSED BY:	

COMMENT:

Medical Records	Yes	No
5. GP records seen? (These will always be provided unless lost)		
6. British Coal medical records seen? (These will always be provided unless lost)		
7. DSS records seen? (These will be provided if the Claimant has made a claim for benefits and if the records can be traced)		

Additional records requested (if you consider it **absolutely essential** for you to see any additional records before concluding your report)

8(a). Enter details of the records you require:

DETAILS OF RECORDS (EG. NAME & ADDRES	**WHY NEEDED?**

8(b). Declaration

I confirm that I require the records listed in 8(a) for the reasons given.

Signed: …… Dated: ……

RS and/or QC Comments (delete as appropriate)

Relevant entries in the medical records

9. Set these out below (other than for asthma and smoking). Where there are many entries this need not be exhaustive, but those which you quote should identify relevant medical conditions and symptoms and fairly represent the records as a whole. If you feel particular records are important in reaching your judgement these must be recorded.

Note:
i) relevant entries in respect of smoking are to be set out in answer to Question 14.

Date (d/m/y)	**Source and Page ref.**	**Substance of Entry**

Smoking History

	Yes	No
10. (a) Are there any entries in the medical records relating to smoking?		

(b) If **Yes**, set out the significant entries below: If you feel particular records are important in reaching your judgement these must be recorded.

Date (d/m/y)	**Source and Page ref.**	**Substance of Entry**

RS and/or QC Comments (delete as appropriate)

Smoking History *(continued)*

11. Is there anything in the information provided that contradicts the smoking history recorded in the Claim Questionnaire?

Yes	No

If Yes, set out below any necessary amendments to the smoking history.

Year Started	Year Stopped	Average Quantity			
		Number of ready made cigarettes smoked per day	Number of cigars smoked per day	Ounces of hand rolled tobacco smoked per week	Pipe Smoker (tick)

RS and/or QC Comments (delete as appropriate)

Smoking History *(continued)*

	Yes	**No**
12. Respiratory Specialist's overall assessment of smoking history: Ever smoked?		

Total years of smoking: **years**

Distributed as follows (see notes below):

Category	Years	From	To
Light smoking (1-14 cigarettes/day or less than half an ounce of hand rolled tobacco/day)			
Medium smoking (15-25 cigarettes/day or about half an ounce of hand rolled tobacco/day)			
Heavy smoking (26 or more cigarettes/day or more than half an ounce of hand rolled tobacco/day)			

NOTES

(i) The Claimant is asked to express ounces of tobacco used per week – it is your job to convert to a daily amount

(ii) pipe smoking should be categorised as light cigarette smoking

(iii) smoking one small cigar is the equivalent of smoking two ready-made cigarettes.

(iv) Less than 1 cigarette per day or less than 7 cigarettes per week is regarded as non-smoking.

13. Please add any further comments you may have in this box. Give reasons if you have amended the Claimant's smoking history. In particular, pass comment if there are entries in the records which appear to contradict your conclusions.

Diagnoses

	Yes	No
14. Chronic Bronchitis		
(a) Do you form the view that the Claimant had chronic bronchitis when he worked at a British Coal mine ?		
(b) In very exceptional circumstances the Claimant may have developed chronic bronchitis shortly after ceasing work in coal mining. If the Claimant did not have chronic bronchitis when working at a British Coal mine but developed it since, did it develop sufficiently closely to the end of this employment for it, on the balance of probabilities, to have been caused or contributed to by mine dust?		

Comments

15 Please enter any comments you wish to make to explain your assessments for chronic bronchitis.

16 Any additional comments.

DECLARATION

17. I confirm that the contents of this report are true to the best of my knowledge and belief. My assessment is based upon a balance of probabilities and complies to the best of my ability with my obligation to be fair to both parties. I confirm I have read and complied with the Instructions and Guidance to Respiratory Specialists.

Signature of Respiratory Specialist: ……..…….

Name: ……..…….

(Please print name in capitals)

Date:.....……

When completed and signed send to the Service Provider

ANNEX 9

BRITISH COAL RESPIRATORY DISEASE LITIGATION GUIDELINES FOR MEDICAL ASSESSMENT OF H.M. PRISON INMATES

The following steps should occur in the event of an individual claimant requiring medical assessment whilst a prisoner.

Where (as anticipated will be the position in the majority of cases) Claimants' Solicitors are aware that a Claimant is a prisoner then they are invited to write to Nabarro Nathanson direct providing the information set out in paragraph 2 below. Otherwise:-

1. Atos Origin (as and when they become aware of the position) shall confirm to Nabarro Nathanson that the Claimant is a prisoner.

2. Where Nabarro Nathanson have not heard from the Claimant's Solicitor direct then they shall contact the Claimant's Solicitors to confirm whether the Claimant falls within category A or B below.

    A. The Claimant has less than 12 months to serve.

    B. The Claimant has still 12 months or longer to serve.

3. Nabarro Nathanson to provide ~~SchlumbergerSema~~**Atos Origin** with details of the Claimant's categorisation.

4. If the Claimant falls within category A his claim shall remain dormant until the Claimant's release from prison, and Nabarro Nathanson shall write to the Claimant's Solicitors accordingly, to confirm the position.

5. If the Claimant falls within category B, ~~SchlumbergerSema~~**Atos Origin** shall proceed according to the Claimant's priority score and paragraphs 6-11 (inclusive) will apply.

6. Nabarro Nathanson shall contact the Claimant's Solicitors in writing and confirm that the Claimant will receive a domiciliary visit at prison. Nabarro Nathanson will also notify Claimant's Solicitors that the timescale will be calculated by ~~SchlumbergerSema~~**Atos Origin** in accordance with normal priority criteria.

7. ~~SchlumbergerSema~~**Atos Origin** shall notify Nabarro Nathanson of the date of the domiciliary prison visit not later than 28 days prior to the date. At the same time, ~~SchlumbergerSema~~ **Atos Origin** shall also provide details of visit requirements such as visit length, attendees and facilities required.

    NB: Notwithstanding paragraph 5, in the event that two or more claimants within category B are in the same prison then ~~SchlumbergerSema~~**Atos Origin** will

endeavour to allocate the same appointment date, in order to avoid unnecessary duplication of prison visits.

8. Nabarro Nathanson will contact the appropriate governor directly to arrange the visit according to H.M. Prison Policy, Standing Order 5A.

9. For the respective parties information, Para 5(2) of the Standing Order stipulates that:

   "*Governors may allow one or more special visits if they are satisfied that it is necessary for the conduct of legal proceedings or the welfare of the inmate".*

   It is further stipulated that such visits shall not count against an inmate's allowance.

10. In the event that the Prison Governor declines permission for a domiciliary visit, Nabarro Nathanson will contact the Prison Service Area Manager and take all appropriate and reasonable steps to obtain permission.

11. Nabarro Nathanson will confirm directly to the Claimant's Solicitors and ~~SchlumbergerSema~~**Atos Origin** the arrangements as made.

12. Where the Claimant falls within category A, the Claimant's Solicitors shall inform Nabarro Nathanson of an imminent release date. Nabarro Nathanson shall confirm this date to ~~SchlumbergerSema~~**Atos Origin**, who will thereafter deal with the claim according to the Claimant's priority score.

ANNEX 10

Protocol for Collection of Additional Medical Records at the request of Capita or the Claimant's Representative

INTRODUCTION

Various "rules" have been applied in the past to the collection of medical records in order to speed up the MAP process. As a result classes of medical records set out in the Claims Handling Agreement (CHA) as required for the Medical Assessment Process (MAP) assessment have not been collected or examined by the Respiratory Specialist (RS) at the time of the assessment.

Although all parties agreed these "rules" the parties still retained the right to request that any of those uncollected medical records set out in the CHA be collected. An informal arrangement has been agreed in the past for the collection of GP, DSS and BCC notes but there has been no formally agreed protocol. To address this the following protocol has been drawn up for parties to discuss and agree. The protocol also covers other classes of records than those mentioned above.

Collection of Hospital, BCC, DWP or GP Notes

1. Where there has been a MAP assessment without the RS having sight of one or more of the above class of records Capita or the Claimant's Representative (CR) may ask for the records to be collected. Hospital records will not be collected by the MAP Service Provider for living mineworkers unless Capita or the CR have grounds for believing that they may contain relevant information which is either not reported or is inaccurately reflected in the GP notes. One example of this may be where a claimant was admitted to hospital (pre MAP) with a respiratory condition but there is either no report or the report is vague as to the findings on admission.

2. The request should be made direct to Elision (formerly MPC) with a copy of the request being sent to the other party and the MAP Service Provider.

3. Where it is established that the records requested do not exist Elision will inform both Capita and the CR.

4. Once the requested records have been collected a copy of the CD should be dispatched to both Capita and the CR. The CD should contain only the new records. It will be for either Capita or the CR to decide whether in their opinion the evidence contained in the records has an impact on the smoking history, diagnosis, completion of the grids, etc. A review of the MAP report will not be automatic.

5. Where either Capita or the CR identify that the evidence may have a material impact they may request the original MAP report is revised in light of

examination of the additional medical records. The request to review must where possible be specific as to which part of the MAP report in their opinion requires review and should draw attention to the relevant entries in the medical records. Set out below is an example of such a request.

> "the [class of record] records show several entries for [condition] but the RS has diagnosed/failed to take this into account. Please review the diagnosis in light of the entries at [page number/s] contained in the [class of record] records."

A general request to review the MAP report in light of the medical records should be avoided where possible unless Capita or the CR believe the new medical records necessitate a complete review of the MAP report.

6. In the case of hospital records for claims in respect of deceased mineworkers a review should only be requested if there are grounds for believing:

   a) there is anything relevant contained within the hospital notes on which there was no report in the GP records

   or

   b) where it is clear that the report in the GP record gives an inaccurate or vague interpretation of the evidence in the hospital records.

   Medical Records for the period post MAP pre-settlement

   Where it is identified that there is a change in the claimant's medical circumstances during the period between the MAP consultation and the settlement of the claim, for example the claimant undergoes relevant tests or surgery, the CR may request the medical documentation. The relevant medical records will be collected for the period between the original scanning of the records up to the present date. For the ease of scanning the entire medical records will be re-scanned rather than those for the period between original collection and date of re-scan. The request CR should make any request for review of the claim in light of the revised medical records as per paragraph 2 to 5 of the main Additional Medical Records protocol.

Post-Mortems

7. Copies of post mortems can be obtained from the relevant Coroner's Office. It is the responsibility of the CR to provide a copy of the post mortem report where one exists or confirmation that a post mortem was not carried out. Where this is received with the Claims Pack the claim will proceed to MAP in the usual way. Where there is confirmation that a post mortem was not carried out the claim will also proceed to MAP in the usual way. In the absence of a report or any confirmation that such a report does not exist, it will be assumed by Capita that one was not carried out, unless there is evidence on the death certificate to the

contrary. If such contrary evidence is discovered Capita will request the documentation set out in paragraph 8 below.

Hospital Post Mortems (PM) take place at the request of the family or the hospital. The hospital, with the family's consent, will undertake these to gain a fuller understanding of the deceased's illness or cause of death for clinical reasons. A pathologist on the hospital's staff will carry out these PMs. The Coroner's Office will not receive the report and it will normally be stored with the patient records at the hospital. Hospital records are usually but not always collected in all cases. The Claimant's Representative (CR) should establish from the claimant whether a PM has been carried out and note the claims pack accordingly (or include this information in any covering letter). The CR should not make any attempt to collect the PM from the hospital.

Where Elision collects the medical records from the hospital the PM report will normally be included with the records. In cases where the PM is not with the records, there should be an indication in the medical notes whether one was carried out. Where the RS on examining the hospital records identifies that a PM has taken place but the PM is not included in the record pack, the claim should be put on hold.

Atos Origin will arrange for the PM to be collected (if it is available). Once the PM has been collected a copy will be sent to Capita, the CR and the RS who will finish the assessment.

8. Where the CR confirms that there is a post mortem report and has tried unsuccessfully to obtain it, CR should, as part of the Claims Pack, submit the necessary mandate from the estate authorising the release of the post mortem together with details of the action taken to obtain the report (this will prevent the MAP Services Provider covering the same ground causing aggravation to the record holder). The claims pack should not be forwarded to the MAP Service Provider without these documents. On receipt of the documents, the MAP Service Provider will approach the appropriate coroners office or hospital to try to obtain a copy of the report. The CR should not delay submitting the claims pack on account of awaiting the post mortem report. If initial efforts prove unsuccessful then the necessary mandates should be submitted to Capita.

9. For those cases already submitted to Capita, but yet to go to MAP, where the existence of a post mortem report is confirmed on the death certificate but has not been submitted nor a mandate received, the CR must submit to Capita a mandate for the collection of the post mortem Capita will then forward the mandate to Elision. The assessment of these cases should be suspended until such time as the report is received or declared destroyed/unobtainable.

10. For those cases which have been through MAP but have not yet resulted in an offer being accepted, in the event that the CR submits a report or provides details of an unsuccessful attempt together with the necessary mandate, the progress on the claim should be suspended. A copy of the report should then

be obtained (if not already provided) and the case re-examined by the RS in light of the report.

11. It is generally, but not always, clear from the death certificate whether a post mortem has been carried out. The certificate is usually worded along the lines of:

    'Certified by A N Other H.M CORONER for the Metropolitan Borough of ……. after post-mortem [and inquest] ……. '

    For hospital post mortems in the majority of cases it will not be evident from the death certificate that one has been carried out. The CR will need to ensure they check with the claimant and confirm whether a post mortem was carried out.

12. There has been concern that post mortem reports may be being destroyed. The Department has worked in co-operation with the Home Office at all levels including Ministerial to prevent this, and attended the Home Office Coroners Advisory Group (CAG) meeting in order to directly address this issue with the Hon Secretary of the Coroners Society. The CAG pledged to further communicate the requirement to retain post mortems to their members in mining areas although felt that very few would in reality have been destroyed. However no party is able to provide a cast-iron guarantee that all relevant post mortems would have been retained.

<u>X-rays and other tests</u>

13. X-rays and copies of any tests carried out pre MAP will not be collected unless it is known that x-rays or test have taken place for which there is no report in the medical records, the report is unclear as to the findings or there is no prospect of a report being obtained. In such cases full details of the test, name and address of hospital/surgery that performed the test, date of test and appropriate mandate should be forwarded to Elision, with a copy to the MAP Service Provider, to arrange collection of tests or relevant report. The case cant then proceed as per 4 and 5 above.

Contact Addresses

Atos Origin
Oliver House
23 Windmill Hill
Enfield
EN2 7AB

Elision
3rd Floor
New River House
Colman Parade
Southbury Road
Enfield
ENl 1YY

Schedule 7, Annex 11

PROTOCOL FOR THE MONTHLY AUDIT OF MAP REPORTS

INTRODUCTION

This protocol, agreed between the CG and the DTI, sets out the procedure for the monthly MAP audit and the procedure to be followed in instances where the MRP express concerns over the content of a MAP report.

PROCESS

1. On the 1st working day of each month the parties will select 6 MAP reports for review (the normal expectation being that there will be 6 MAP reports):

    1.1 The parties will endeavour to select reports completed by RSs who have not previously had their reports audited by a member of the MRP.[1]

    1.2 The parties will endeavour to ensure that there are a variety of reports including:

        (a) those without medical records
        (b) domiciliary visits
        (c) live; and
        (d) deceased.

    1.3 Atos Origin will update and maintain a list of RSs whose reports have been audited by the MRP.

    1.4 The parties should ensure that MAP reports have been with Capita for 2 weeks before passing them to NN[2]. The parties will inform Capita which MAP reports have been selected by providing names and reference numbers.

2. The parties will inform Atos Origin which MAP reports have been selected, simultaneously copying the list of selected reports to the other side. ~~Healthcall~~ **Atos Origin** will pass these MAP reports to NN on or before the 14th day of each month.

3. Once the MAP reports have been received by NN the documentation will copied in triplicate. NN will then instruct each member of the MRP[3]. Copies of the 3 letters of instruction together with the documentation will be passed to the CG and a copy of all documentation will be retained by NN. The original documentation will then be returned to Atos Origin in order to ensure that there

[1] NB The process will continue until the MRP have audited the reports of all RSs and the cycle will begin again.
[2] Capita will normally QA MAP reports within 2 weeks and so this affords a degree of surety that they have not been inappropriately transferred to the MRP.
[3] By way of the draft letter included in Appendix 2.

are no delays caused by MAP reports and medical records being taken out of the process.

4. Each member of the MRP will then review and comment on the MAP reports as appropriate and categorise each report as set out in Appendix 1. Each member of the MRP will then endeavour to simultaneously supply the CG and NN with a copy of their Monthly Audit Report for the 2 MAP reports 28 days after the date of delivery. NN will then circulate the Audit Reports to the DTI, Capita. The findings of the MRP will then be acted upon as set out in the table at Appendix 1.

APPENDIX 1

TABLE FOR THE CATEGORISATION OF AUDITED MAP REPORTS

	Finding	Examples/ Explanatory note[4]	Action Required
1.	Approved/Satisfactory	Dr Rudd's report of 26.09.01: Baldwin 87302 Beckford 148281 Goulding Dr Rudd's report of 18.06.01: Mr Lloyd 68471 Mr Jones 152696 Dr Rudd's report of 16.05.01: Mr Davison 21234 Dr JMG's report of 24.04.01: Mr Adams 634440 Mr Clamp 19193	Name of RS to be added to a list to be maintained by Atos Origin
2.	The MRP has approved the report. However the MRP has made some suggestions on how the reports could be improved that should be conveyed to the RS or the MRP may have a query over a finding.	This category comprises of satisfactory MAP reports were the MRP felt that there could be some improvement or where they have a very minor criticism. This covers reports where a reasonable summary of medical record entries has been provided but where the MRP do not think that the RS has identified all important relevant entries. Dr JMG's report of 14.06.01: Mr S P 20199 Dr JMG's report of 25.07.01: Claimant 1 150208	Atos Origin pass on the comments of the MRP to the RS, no further action required. If the categorisation was because of a query then the RS is required to respond through Atos Origin. Atos Origin are to supply the response to NN who will in turn pass it simultaneously to the CG and MRP. No further action is required unless the MRP has concerns over the explanation in which case the matter is escalated to category 3.

[4] This is a guide to the types of reports that may fall into these guides and is by no means an exhaustive list.

	Finding	Examples/ Explanatory note[4]	Action Required
3.	The MRP have outlined minor concerns over the completion of the MAP report by the RS.	This may cover instances such as set out in Dr JMG's report of 14/06/2001 in relation to Mr R W – reference 120209. Where the RS has not diagnosed pneumoconiosis Dr Rudd's report of 26.09.01: Hale 16144 Dr JMG's report of 25.07.01: Claimant 2 159176	Atos Origin refer the comments of the MRP to the RS who carried out the report. The RS responds to the comments made by the MRP. Atos Origin select 2 MAP reports completed by the RS and complete a brief report. The Atos Origin report is then supplied together with the response from the RS. The information is sent to NN and then simultaneously passed to the CG and MRP, the MRP are asked for their further comments. Should the MRP find the response and report satisfactory no further action is required. If the MRP are concerned as to the response supplied by the RS or/and the content of the Atos Origin report the matter will be escalated to a category 4 finding by the MRP.
4.	The MRP have expressed concerns about the way in which the MAP report has been completed, the report is not to an adequate standard and further investigation is required.	The type of comments and concerns raised in this category will relate to more fundamental issues that have raised concern with the MRP. The category will include reports such as where there are a number of facts that have been missed from the medical records, or where the RS has made an inappropriate finding. DrRudd's report of 16.05.01: Mr Bull 70546	Atos Origin will sample 6 reports prepared by the RS and submit a report on their findings to NN who in turn will simultaneously pass it to the CG and the MRP. The 6 reports should be taken from different time periods throughout the time the RS has been completing assessments. This will enable the parties to see whether there has been any improvement or deterioration. The MRP will be asked for their further comments on this report, which will be supplied simultaneously to the CG and NN who will in turn copy these comments to Atos Origin. Until the matter has been resolved the RS will not be requested to carry out any further MAP assessments. The next stage of the process will be dependant upon the findings of the

	Finding	Examples/ Explanatory note[4]	Action Required
			MRP: (a) The MRP feel that audited report is inconsistent with other reports completed by the RS. Accordingly the matter will be re-categorised as a category 2 finding and go through that process if the MRP deem it appropriate. (b) The MRP find that reports of the RS are within the band of reasonableness but that the RS requires further guidance. In this instance the RS will be reinstated once he has received further guidance. The RS will then continue to carry out MAP reports but the first 6 MAP reports he/she completes will be scrutinised [Clinically QA'd] by Atos Origin and a report will be sent to NN who will simultaneously supply the CG and MRP with a copy. If the MRP are satisfied by the report from Atos Origin no further action will be required. If the MRP are not satisfied that sufficient progress has been made by the RS further guidance will be given and the name of the RS is added to the list of those who require ongoing clinical QA. (c) The MRP deem that the RS's reports are unacceptable and do not meet the required standard, in this instance the matter is escalated to a Category 5 finding.
5.	The MRP feel that the MAP report is wholly unacceptable and fundamentally flawed.	This would encompass reports where large numbers of medical entries have been ignored, conditions had been habitually ignored despite insurmountable medical evidence that conditions did exist.	Atos Origin suspend the RS and select 6 MAP reports within 7 days. These reports are then passed to NN who in turn simultaneously supply the CG and MRP with the reports, with 2 reports going to each member of the MRP. The MRP then supply a report on the 2

	Finding	Examples/ Explanatory note[4]	Action Required
			MAP reports sent to them. The next stage of action will be dependent upon the MRP's findings: (a) If the MRP consider that the MAP report identified in the Audit was a unique report such that similar drastic errors have not occurred in the other six reports then the matter will be re-categorised as a category 3 matter and further action taken as appropriate or if the concerns from the additional MAP Audit are not so drastic the matter will be re-categorised as a category 3 finding. (b) Should the MRP find that the other reports contain similar errors the MRP will be asked to provide a report. If these errors are present in the further MAP reports supplied to the MRP ~~Healthcal~~**Atos Origin** will immediately begin an analysis of all reports completed by the RS (as advised by the MRP). A thorough review of all MAP reports completed by that RS will be completed within 12 weeks and the findings of that report supplied to NN who will simultaneously supply it to the MRP and the CG. Atos Origin will compile a list of Claimants that have been assessed by the RS and supply it to Capita Capita who in turn will confirm to all claimants' solicitors that the RS has been suspended pending the results of an investigation. Further action will be taken as agreed between the DTI and CG on an individual basis.

Appendix 2

1 South Quay Victoria Quays Sheffield S2 5SY
TEL 0114 279 4000
FAX 0114 278 6123
www.nabarro.com
DX 712550 Sheffield 20

[ADDRESS]

[DATE]

Our ref: [ ]

Dear [ ]

British Coal Respiratory Disease Litigation
MAP Report Audit

We are writing to you in your capacity as a member of the MRP.

We enclose sample MAP reports in relation to:

1. [NAME] - Capita reference [ ];
2. [NAME] - Capita reference [ ].

These are being sent to you together with medical records under the standing procedure to audit the MAP reports on a monthly basis.

Dr [ ] and Dr [ ] have each been sent a further two MAP reports relating to two other Claimants.

We would be grateful if you could audit these reports at your earliest convenience and let us have your comments within 28 days. Please provide your comments on each MAP report on a separate sheet so that your comments can be passed to a respiratory specialist if required.

Please send your comments to both ourselves and to Andrew Tucker at Messrs Irwin Mitchell, Solicitors, St Peter's House, Hartshead, Sheffield.

We look forward to hearing from you.

Yours faithfully

Nabarro Nathanson
Direct Dial: 0114 279 4101
J.Fletcher@nabarro.com

c.c. Dr [ ]
c.c. Dr [ ]

SCHEDULE 8

DEATH IN PROCESS AND CLAIMS IN RESPECT OF DECEASED MINEWORKERS

Contents:

SCHEDULE 8

Part I

Protocol for Claimants who Die in Process

Protocol for Claimants who Die In Process

Introduction

1. The following protocol, agreed between the CG and the DTI, sets out a procedure for dealing with claims where the claimant dies during the claims handling process. For ease of reference, the protocol is set out so that each stage and the procedures involved are covered in their entirety.

2. The new claimant will need to complete a claim form. Although the Claim Questionnaire will have been completed by the miner, the Deceased Claims Questionnaire (CQ) contains information relating to medical history, medication and details of breathlessness. The Respiratory Specialist (RS) would ordinarily discover this information during the medical consultation. Should the miner die before the RS has examined him the RS will have difficulty in completing the MAP report, especially in respect of the disability grids.

3. In order to obtain this information, causing as little distress as possible to the new claimant, two types of "truncated" claims forms have been agreed, Claim Questionnaire in respect of a Deceased Mineworker, Truncated Forms A1 (Annex 1) and A2 (Annex 2). Truncated Form A1 should be used when the claimant dies before the MAP assessment. Truncated Form A2 should be used when the claimant dies after his MAP assessment.

4. In all cases where the claimant dies, the claims register will need to be amended with the details of the new claimant. The procedures set out below will not commence until the new claimant is identified. All time scales under the CHA will be suspended until such time as the new claimant is identified.

5. It will be the responsibility of all parties to ensure that all concerned are notified when it is discovered that a claimant has died.

Procedures for Claimants who die during the process

Where a claimant dies during the Claims Handling Process, the claim will be resolved in accordance with the following procedure:

1. Where the claimant dies after registration of the claim, but before he has undergone Screening Spirometry, any Screening Spirometry appointment which has been arranged will be cancelled, and Capita will send a Deceased Mineworker's Claim Pack to the claimant's representative. The claim will proceed as a Deceased Mineworker's claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

2. Where the claimant dies after he has undergone Screening Spirometry but before an Expedited Offer is made, Capita will within 28 days of the Date of Receipt of the new claimant's details, death certificate and grant of probate make the Expedited Offer to which the Claimant would have been entitled to the new claimant. Any claim for a Bereavement Award must be made before the Expedited Offer is accepted. In this instance there will be no entitlement to a dependency claim. The claimant shall within 42 days of the Expedited Offer or the confirmation of the Period of Employment (whichever is the later) elect to accept or reject the Expedited Offer. Where the new claimant elects to reject the Expedited Offer, the claim will proceed as a Deceased Mineworker's claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement. Any post-spirometry interim payment which would have been due to the original claimant pursuant to Schedule 13 will be made to the new claimant.

3. Where the claimant dies after he has undergone Screening Spirometry and after an Expedited Offer has been made, Capita will within 28 days of the Date of Receipt of the new claimant's details, death certificate and grant of probate, make the Expedited Offer made to the claimant to the new claimant. Any claim for a Bereavement Award must be made before the Expedited Offer is accepted. In this instance there will be no entitlement to a

dependency claim. The claimant shall within 42 days of the Expedited Offer or the confirmation of the Period of Employment (whichever is the later) elect to accept or reject the Expedited Offer. Where the new claimant elects to reject the Expedited Offer, the claim will proceed as a Deceased Mineworker's claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement. Any post-spirometry interim payment due to the original claimant pursuant to Schedule 13 will be made to the new claimant.

4. Where the claimant dies after accepting an Expedited Offer, Capita will within 28 days of the Date of Receipt of the new claimant's details, death certificate and grant of probate offer the Expedited Offer accepted by the claimant to the new claimant. Any claim for a Bereavement Award must be made before the Expedited Offer is accepted. In this instance there will be no entitlement to a dependency claim. The claimant shall within 42 days of the Expedited Offer or the confirmation of the Period of Employment (whichever is the later) elect to accept or reject the Expedited Offer. Where the new claimant elects to reject the Expedited Offer, the claim will proceed as a Deceased Mineworker's claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement. Any post-spirometry interim payment which would have been due to the original claimant had he rejected the offer, pursuant to Schedule 13, will be made to the new claimant.

5. Where the claimant dies after he has undergone Screening Spirometry but before he has completed the Claims Questionnaire, and Mandates, Capita will, within 28 days of the Date of Receipt of the new claimant's details prioritise the claim for assessment in accordance with Schedule 7, Annex 2, and will issue a Deceased Mineworker's Claim Pack. The claim will then proceed as a Deceased Mineworkers Claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

6. Where the claimant dies after completing the Claim Questionnaire, and Mandates, but before the documents are submitted to IRISC, the new claimant shall submit to Capita a fully completed Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A1), the documents

completed by the original claimant, a mandate for hospital records if one was not completed by the original claimant, a copy of the death certificate, post mortem report, marriage certificate (if appropriate), and, if available, evidence as to the cost of the deceased's funeral expenses. Within 28 days of the identification of the new claimant, Capita will re-prioritise the claim in accordance with Schedule 7, Annex 2. The claim will then proceed as a Deceased Mineworker's claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

7. Where the claimant dies after submitting the Claim Questionnaire, but before the claim has been notified to Atos Origin for MAP Assessment, Capita will continue to hold all the completed forms. The new claimant shall provide to Capita a fully completed Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A1), a copy of the death certificate, post mortem report and the marriage certificate (if appropriate), a mandate for Hospital records if one was not completed by the original claimant, and, if available, evidence as to the cost of the deceased's funeral expenses. Capita will within 28 days of the Date of Receipt, send all documentation to Atos Origin for collection of medical records and MAP Assessment. The claim will then proceed as a Deceased Mineworker's claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

8. Where the claimant dies after the Claims Pack has been sent to Atos Origin but before records collection has begun, Atos Origin will retain the forms. The new claimant shall submit to Capita a Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A1), a mandate for hospital records if one was not completed by the original claimant, a copy of the death certificate, post mortem report and marriage certificate (if appropriate), and, if available, evidence as to the cost of the deceased's funeral expenses. The claim will then proceed as a Deceased Mineworker's Claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

9. Where the claimant dies after the Claims Pack has been submitted to Healthcall and after records collection has begun, the collection of the

records will continue. The new claimant shall submit to Capita a fully completed Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A1), a mandate in respect of hospital records if one was not completed by the original claimant, a copy of the death certificate, post mortem report and marriage certificate (if appropriate) and, if available, evidence as to the cost of the deceased's funeral expenses. The claim will proceed as a Deceased Mineworkers claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

10. Where the claimant dies after all records have been collected but before attending for a MAP Assessment the new claimant shall submit to Capita a fully completed Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A1), a mandate for Hospital records (if not already completed), death certificate, post mortem report, marriage certificate (if appropriate) and if available, evidence as to the cost of the deceased's funeral expenses. The RS may, if he deems necessary, request that hospital records are collected before completing the MAP Assessment. The claim will then proceed as a Deceased Mineworkers claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

11. Where the claimant dies after completion of the MAP Medical Report, the new claimant shall submit to Capita a fully completed Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A2), a death certificate, post mortem report, marriage certificate (if appropriate), and, if available, evidence as to the cost of the deceased's funeral expenses. Within 28 days of the Date of Receipt of these documents, these will be forwarded to the original examining Respiratory Specialist (RS) together with the completed MAP Report Form and previously collected medical records. The RS will then assess the claim for a bereavement award in accordance with the provisions of Schedule 8, Annex 7 and will review the MAP Report Form in light of the information contained in the death certificate and other documents. The RS should make any amendments to MAP report form that are deemed necessary. The RS may, if he deems necessary, request that hospital records are collected before completing the review. All

amendments to the MAP Report Form will be initialled and dated by the RS. The RS shall complete a pro-forma, in the form at Annex 9c if there is a material change to the diagnosis in the MAP Report Form in light of the additional documents provided. The RS shall complete the re-evaluation within 21 days and the claim will then proceed as a Deceased Mineworkers claim in accordance with paragraphs 37 to 49 of the Claims Handling Agreement.

12. Where the Claimant dies after an offer in accordance with paragraph 24 of the Claim Handling Agreement has been made but before this has been accepted, the offer will be withdrawn. In such cases an interim payment equal to the sum offered to the deceased Claimant in respect of past losses will be made within 14 days of production of the deceased Claimant's death certificate to IRISC. The new claimant shall submit to Capita a fully completed Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A2), a death certificate, post mortem report, marriage certificate (if appropriate) and if available evidence as to the cost of the deceased's funeral expenses. On receipt, these documents will be forwarded to the original examining RS, together with the completed MAP Report Form and previously collected medical records. The RS will then assess the claim for a bereavement award in accordance with Schedule 8, Annex 7 and will review the MAP Report Form in light of the information contained in the death certificate and other documents. The RS will make any amendments to the MAP report he deems necessary and may request that hospital records are obtained before completing the review. All amendments to the MAP Report Form will be initialled and dated by the RS. The RS will complete a pro-forma in the form at Annex 9c if there is a material change to the diagnosis made in the MAP report form in light of the additional documents provided.

    Within 14 days of the Date of Receipt of the revised MAP report form, Capita shall make a revised offer in accordance with paragraph 46 of the Claims Handling Agreement.

13. Where the Claimant dies after an offer in accordance with paragraph 24 of the Claims Handling Agreement has been accepted but before payment has been made, the offer will be withdrawn. The new claimant shall submit to Capita a fully completed Claim Questionnaire in respect of a Deceased Mineworker (Truncated Form A2), a death certificate, post mortem report, marriage certificate (if appropriate) and if available evidence as to the cost of the deceased's funeral expenses. On receipt, these documents will be forwarded to the original examining RS, together with the completed MAP Report Form and previously collected medical records. The RS will then assess the claim for a bereavement award in accordance with Schedule 8, Annex 7 and will review the MAP Report Form in light of the information contained in the death certificate and other documents. The RS will make any amendments to the MAP report he deems necessary and may request that hospital records are obtained before completing the review. All amendments to the MAP Report Form will be initialled and dated by the RS. The RS will complete a pro-forma in the form at Annex 9c if there is a material change to the diagnosis made in the MAP Report Form in light of the additional documents provided.

    Within 14 days of the Date of Receipt of the revised MAP Report Form Capita shall make a revised offer in accordance with paragraph 46 of the Claims Handling Agreement.

Note

Where a claimant dies at any stage of the claims handling process, the following documentation will be used in the assessment of the claim.

Claims documentation

Original Claim Questionnaire completed by the miner.

Mandates

Claim Questionnaire in respect of a Deceased Mineworker Truncated Form A1 (Annex 1); OR

Claim Questionnaire in respect of a Deceased Mineworker Truncated Form A2 (Annex 2)
Death Certificate
Marriage Certificate
Post Mortem Report
Grant of Probate/Letters of Administration.

Medical Records

General Practitioner
British Coal Medical Records
Department of Social Security
Hospital Records (These will only be provided if no GP records are available).
Coal Workers Pneumoconiosis Compensation Scheme records.
Coal Pension Scheme Records.

Mineworkers' Respiratory Disease Claim

CLAIM QUESTIONNAIRE

in Respect of a Deceased Mineworker

[Truncated Form A1]

CLAIM QUESTIONNAIRE

[NOTES FOR CLAIMANTS]

Completing this questionnaire is an important step in establishing whether compensation may be

payable, so it is very important that you complete it to the best of your knowledge and belief.

You should note that details will be checked against the deceased's medical records, where available, which are likely to contain information about smoking habits and other medical matters. The employment history will be checked against any available employment records.

[It also asks you for details about how the deceased's breathing difficulties may have affected his life. It may be that you are entitled to compensation for some of these things. You may also be asked to supply supporting evidence later on during the processing of your claim. [Making a claim that cannot be substantiated by supporting evidence when requested may slow down the processing of your claim.]

You should therefore do your very best to complete this questionnaire accurately, as any inconsistencies may result in your claim being delayed. As you will be required to sign the declaration at the end of the Claim Questionnaire, it is important that you read the declaration before completing the questionnaire.

We hope that this form is self explanatory. If you have difficulties, including any questions about the declaration, your solicitor or other adviser will be able to help.

PLEASE COMPLETE IN CAPITAL LETTERS

Important notes ….

CLAIM QUESTIONNAIRE

Please complete in CAPITAL LETTERS

Capita Reference:	
Deceased Miner's Detail	**You can leave this blank; it will be filled in during the processing of your claim.**
1. Surname:	
2. First name (s):	
3. Date of birth Day:	Month Year
4. Date of Death Day:	Month Year
5. National Insurance Number:	

Claimant's Details	
6. Surname:	
7. First name(s):	Title:
8. Date of birth Day:	Month Year
9. Relationship to deceased:	
10. Home address:	
	Post Code:
10(a). If the deceased's last known address differs from your current address, please provide here:	
Address:	
	Post Code:
Note: Your Solicitor will complete Questions 11-13	
Your Solicitor's details	

11. Name of your solicitor:			
12. Solicitor's address:			
	Post Code:		
13. Solicitor's reference: (Please ask your solicitor for your full reference):			
Medical History Symptoms			
14. Did the deceased have any illnesses, including those which may have been caused by work, which affected his breathing? Tick **one box only**	**Don't Know**	**Yes**	**NO**
If **No** or **Don't Know**, skip the rest of this question and go to Question 17.			

If **Yes**, please list the illnesses and when they were diagnosed:

Illness	**Approximately what year was it diagnosed?**

15. Please give brief details below of any other illnesses and operations which the deceased had:

Details of Illness/Operation	**Year**

16. Please list any medications, including inhalers and oxygen, that the deceased took regularly:

Name of Medication	**Approximately when was this first prescribed?**	
	Month	**Year**

Details of Breathlessness	

17. It is necessary to establish whether the deceased suffered breathing difficulties and, if so, to what extent. Could you read the following statements and tick the **one** which appropriately reflects the deceased's breathing difficulties in a reasonable period before he died:

He did not suffer any breathlessness	
He was breathless on prolonged or heavy exertion	
He was breathless on walking uphill, climbing stairs or on hurrying on level ground	
He was breathless at normal pace walking on level ground	
He was breathless on walking 100 yards or climbing one flight of stairs at a normal pace	
He was breathless on walking 100 yards at a slow pace or climbing one flight of stairs at a slow pace	
His breathlessness prevented him walking 100 yards at a slow pace without stopping or climbing one flight of stairs without stopping	
His breathlessness prevented activity outside the home without assistance or supervision	

His breathlessness limited activities to within the home	
He was only able to walk a few steps because of breathlessness	
He was bed and chair bound, totally dependent on carers because of breathlessness	

Funeral Expenses	
18. If it is established that the deceased's death was caused, or materially contributed to, by Chronic Obstructive Pulmonary Disease (COPD) due to the negligence of British Coal, You will be able to claim funeral expenses.	
(a) Can you say how much the funeral cost **and** provide proof of payment (ie. a receipt)? Tick **Yes** or **No**	Yes / No
If **No**, go to (b)	
If **Yes**, what was the amount?	£
Tick here to confirm that you have attached proof of payment Tick **Here**	
(b) I am unable to provide proof of payment of funeral expenses but wish to claim the standard award of £300 Tick **Here**	

You <u>MUST</u> sign This Declaration	
I declare that the information I have given in answer to all the questions in this questionnaire is correct to the best of my knowledge and belief. I understand that any information I give will be checked against the information contained in relevant records and that if I deliberately give information that is incorrect, action may be taken against me. I claim damages and interest from the DTI in accordance with the terms of the BCRDL Claims Handling Agreement and I understand that my claim will be assessed in order to determine whether damages may be due to me for past, present and future loss. Signed:	
Dated:	
You must return this completed questionnaire to your Solicitor.	

Check List	
1. Have you completed all the questions in full?	
2. Have you enclosed any information/documents requested? (* Delete documents NOT enclosed) • **Death Certificate** • **Post Mortem (if appropriate)** • **Marriage Certificate (if appropriate)** • **Letters of Administration** • **Grant of Probate**	
3. Have you signed the form?	
4. Have you dated the form?	

Mineworkers' Respiratory Disease Claim

CLAIM QUESTIONNAIRE

in Respect of a Deceased Mineworker

[Truncated Form A2]

CLAIM QUESTIONNAIRE

[NOTES FOR CLAIMANTS]

Completing this questionnaire is an important step in establishing whether compensation **may be payable,** so it is very important that you complete it **to the best of your knowledge and belief**.

You should note that details will be checked against the deceased's medical records, where available, which are likely to contain the information about smoking habits and other medical matters. The employment history will be checked against any available employment records.

You should note that details will be checked against the deceased medical records, where available, which are likely to contain information about smoking habits and other medical matters. The employment history will be checked against any available employment records.

You should therefore do your very best to complete this questionnaire accurately, as any inconsistencies may result in your claim being delayed. As you will be required to sign the declaration at the end of the Claim Questionnaire, it is important that you read the declaration on the last page before completing the questionnaire.

We hope that this form is self explanatory. If you have any difficulties, including any questions about the declaration, your solicitor **or other adviser** will be able to help.

Please complete the questionnaire in CAPITAL LETTERS.

Important notes ….

CLAIM QUESTIONNAIRE

Please complete in CAPITAL LETTERS

Capita Reference:	
Deceased Miner's Details	**You can leave this blank; it will be filled in during the processing of your claim.**
1. Surname:	
2. First name (s):	
3. Date of birth Day:	Month Year
4. Date of Death Day:	Month Year
5. National Insurance Number:	

Claimant's Details	
6. Surname:	
7. First name(s):	Title:
8. Date of birth Day:	Month Year
9. Relationship to deceased:	
10. Home address:	
	Post Code:
10(a). If the deceased's last known address differs from your current address, please provide here:	
Address:	
	Post Code:
Note: Your Solicitor will complete Questions 11-13	

Your Solicitor's details	
11. Name of your Solicitor:	
12. Solicitor's address:	
Post Code:	
13. Solicitor's reference: (Please ask your solicitor for your full reference):	
Funeral Expenses	
14. If it is established that the deceased's death was caused, or materially contributed to, by Chronic Obstructive Pulmonary Disease (COPD) due to the negligence of British Coal, you will be able to claim funeral expenses.	
(a) Can you say how much the funeral cost **and** provide proof of payment (ie. a receipt)? Tick **Yes** or **No**	Yes / No
If **No**, go to (b)	
If **Yes**, what was the amount?	£
Tick here to confirm that you have attached proof of payment Tick **Here**	

(b) I am unable to provide proof of payment of funeral expenses but wish to claim the standard award of £300

Tick **Here** ☐

You MUST sign This Declaration	

I declare that the information I have given in answer to all the questions in this questionnaire is correct to the best of my knowledge and belief.

I understand that any information I give will be checked against the information contained in relevant records and that if I deliberately give information that is incorrect, action may be taken against me.

I claim damages and interest from the DTI in accordance with the terms of the BCRDL Claims Handling Agreement and I understand that my claim will be assessed in order to determine whether damages may be due to me for past, present and future loss.

Signed:

Dated:

You must return this completed questionnaire to your Solicitor.

Check List	

1. Have you completed all the questions in full?
2. Have you enclosed any information/documents requested? (* Delete documents NOT enclosed) • **Death Certificate** • **Post Mortem (if appropriate)** • **Marriage Certificate (if appropriate)** • **Letters of Administration** • **Grant of Probate**
3. Have you signed the form?
4. Have you dated the form?

Mineworkers' Respiratory Disease Claim

DIED IN PROCESS PRO-FORMA V 2

in Respect of a Deceased Mineworker

Died in Process Pro-forma V 2	
Capita Reference:	
Claimants Surname:	

I have examined the death certificate, hospital records and post mortem (delete if not applicable) for the above claimant and as a result have made significant changes to the MAP report. Set out below are the areas in which I have made a change along with my explanation for making that change.

Cause of Death		Tick **Yes** or **No**			
1. Did COPD cause or materially contribute to death?	**Yes**		**No**		
2. Did PMF cause or materially contribute to death?	**Yes**		**No**		

3. Did any asbestos related condition cause or materially contribute to death?	**Yes**		**No**		
4. Did silicosis cause or materially contribute to death?	**Yes**		**No**		

Reporting Specialist's Details	
Medical Papers Examined by:	
Medical papers Examined on:	
Examining Respiratory Specialist's Reference:	

SCHEDULE 8

Part II

Procedures

PROCEDURES

1. There are two Acts under which claims can be made:

   (a) The Fatal Accidents Act 1976 (FAA) which deals with claims made by widows and other dependants of the deceased. This can cover bereavement awards, funeral expenses and a dependency claim;

   (b) The Law Reform Act 1934 (LRA) which covers any claim vested in the estate at the date of death. This can cover both special damages and general damages.

The FAA

Bereavement awards

2. Widows will receive full bereavement award entitlement, together with interest at the appropriate rate from the date of death, if they can meet the following two conditions:

(a) EITHER

   (i) Production of a death certificate for their husband stating one of the following 8 descriptors in part 1 of the death certificate, and without any contradicting causes in part 2:

      emphysema
      chronic obstructive airways disease
      chronic obstructive lung disease
      chronic airways disease
      chronic airflow limitation
      chronic airflow obstruction
      chronic bronchitis
      chronic obstructive pulmonary disease

OR (where the death certificate fails to meet (i) above)

   (ii) Advice from a Respiratory Specialist that, on the balance of probabilities, and after examination of the death certificate, any available medical records and any post mortem report, COPD made a material contribution to the death.

OR

   (iii) Where PMF or Pneumoconiosis is referred to on the Death Certificate, then:-

(a) Where PMF is stated on the Death Certificate, or the MAP states that PMF caused or contributed to death, a bereavement award will be paid.

(b) Where Pneumoconiosis is stated on the Death Certificate and the MAP states that PMF was present before death, then a bereavement award will be paid.

(c) Where Pneumoconiosis is stated on the Death Certificate and the MAP indicates that COPD but not PMF was present, it is for the RS to decide whether the entry on the Death Certificate actually meant COPD and whether the COPD element caused or contributed to death. If so, then a bereavement award will be paid.

In all cases referred to in (iii) above, no bereavement award will be paid if a previous payment under the CWPS has been made.

AND

(b) subject to 3 below, evidence from records that, on the balance of probabilities, the deceased worked 10 years underground with British Coal, of which at least 5 years were after 4 June 1954.

3. Where records are destroyed, missing or incomplete and Capita is unable to establish, on the balance of probabilities, whether the deceased worked underground for the requisite years, the widow will be required to complete a statement confirming the deceased's employment with British Coal and specifying to the best of her knowledge where and when the deceased was employed. A standard letter and form are attached at Annex 1 and 7 respectively.

4. Those widowed between 1.1.1983 and 1.4.1991 will receive their statutory entitlement of £3,500 (plus interest from date of death). Those widowed after 1.4.1991 to 1.4.2002 will receive their statutory entitlement of £7,500 (plus interest from date of death). Those widowed after 1.4.2002 will receive their statutory entitlement of £10,000 (plus interest from the date of death). See also Schedule 13. These sums will not be subject to apportionment pursuant to Schedule 12.

5. Before 1.1.1983 there was no statutory bereavement award. A sum was paid at the discretion of the Court for loss of expectation of life. For deaths before 1.1.1983 the estates will therefore receive £3,500 (i.e. uprated to the currency of the day) plus interest from the date of the Letter of Claim where the conditions in paragraph 2 above are met. See also Schedule 13. These sums will <u>not</u> be subject to apportionment pursuant to Schedule 12.

6. The bereavement award will be paid in full and final settlement of the head of damage as an Interim Payment on application by the Claimant as provided

for by Schedule 13, or alternatively, if not claimed as an Interim Payment, upon final assessment of the claim. If payment is claimed as an Interim Payment but is not awarded following assessment as provided for by paragraph 2(a) above then the claim will be re-assessed following receipt of the Claim Questionnaire and medical records as provided for hereafter.

Funeral expenses

7. Where a death was caused, or contributed to, by COPD or PMF payment of reasonable funeral expenses will be made, subject to apportionment pursuant to Schedule 12, on provision of adequate evidence. Payment will be made with the payment of general damages under the LRA.

8. If, however, adequate proof of funeral expenses cannot be provided an award as set out in the table below plus interest from the date of the letter of claim will be made reflecting the low standard of proof. This sum will not be subject to apportionment pursuant to Schedule 12.

Funeral Expenses

From/To	Amount
24.09.99 – 31.03.00	300
01.04.00 – 31.03.01	306
01.04.01 – 31.03.02	314
01.04.02 – 31.03.03	318
01.04.03 – 31.03.04	327
01.04.04 – 31.03.05	336
01.04.05 – 31.03.06	347

9. If a Claimant has no such supporting evidence then claims for the fixed rate set out in the table above can be claimed immediately, either with the bereavement award or, if that has been paid, as a further Interim Payment. A letter of claim from the Claimant's Representative will suffice for this purpose. The letter should include the full name of the deceased, his Date of Birth, Date of Death and National Insurance Number; full names of the Claimant, the relationship to the deceased and the Claimant's address; and confirmation that the Claimant wishes to claim the fixed sum for funeral expenses (above) as final settlement for the deceased's funeral expenses.

Dependency claim for future loss

10. Claims from dependants will be dealt with as provided for in Schedule 11, paragraphs 62 - 64.

The LRA

11. An estate can claim for both general and special damages which would otherwise have been payable to the deceased up to the date of death and consequent on death. The level of general damages is not fixed but

determined according to the extent of disabilities suffered by the deceased. The special damage element can consist of wage loss and other losses caused as a result of COPD up to the date of death.

General damages

12. Claimants seeking general damages on behalf of a deceased miner will be asked to complete a Claim Questionnaire (see Annex 2). The RS will be provided with the completed Claim Questionnaire together with the death certificate and (where available) the post mortem report. The RS will also be provided with a full set of the GP records, and any other medical records (e.g. Hospital, British Coal, DSS, Coal Workers' Pneumoconiosis Scheme, Mineworkers' Pension Scheme etc.) that have been obtained by this stage.

Notwithstanding the above, the Service Provider will continue the records search until one of the following occurs:

(a) it is established that the other records do not exist; or
(b) the Service Provider is notified by Capita that the records are no longer required because of agreement between Capita and the Claimant's Representative; or
(c) because of notification by Capita of the settlement of the claim.

All medical records thus obtained will be used solely in connection with the processing of the Claimant's claim for compensation in accordance with the terms of this Agreement. As no examination can take place the RSs are not restricted in the records they can call upon to enable them to make a reasonably accurate judgment of respiratory disability. Guidance Notes for the RS are at Annex 4a. The RS will also be required to complete a MAP Medical Report (see Annex 4b).

13. Assessment of the medical evidence in certain cases may prove very difficult where records are few, destroyed or lost. However, the RS will always have a death certificate and the Claim Questionnaire which will include details of symptoms as recalled by the Claimant. In the event that the RS can make a judgment as to respiratory disability based on the Claim Questionnaire, the death certificate and any post mortem report then the final award will not be discounted to reflect a lower standard of evidence. However, if the RS is unable to make a judgment then discounting in accordance with paragraphs 15 - 18 below will apply.

14. There are three situations that could arise where records are lost or insufficient to enable the RS to make a judgment:

(a) COPD is included on the death certificate and the RS considers that it made a material contribution to the death;

(b) COPD is included on the death certificate but the RS considers that it did not make a material contribution to death;

(c) COPD is not mentioned on the death certificate or in any other document but the Claimant states that the Deceased suffered from the condition;

15. On 14 (a), the RS will be required to make an overall assessment of disability due to COPD based on the death certificate (taking account of the fact that COPD materially contributed to death and taking account of any other co-morbid conditions listed on the death certificate) and the Claim Questionnaire completed by the widow or Claimant. Once overall disability due to COPD is assessed, the resulting damages based on Schedule 11, will be apportioned pursuant to Schedule 12. 20% of the resulting damages will then be deducted to reflect the absence of any evidential basis corroborating the smoking history and the likelihood of other unidentifiable co-morbid conditions. In the event that the RS can corroborate the smoking history, 12.5% of the resulting damages will be deducted to reflect the likelihood of other unidentifiable co-morbid conditions.

16. On (b), the RS will be required to make an overall assessment of disability due to COPD based on the death certificate (taking account of the fact that COPD was present but was not sufficiently disabling to materially contribute to death and taking account of any other co-morbid conditions listed on the death certificate) and the Claim Questionnaire completed by the widow or other Claimant. Once overall disability due to COPD is assessed, the resulting damages based on Schedule 11, will be apportioned pursuant to Schedule 12. 20% of the resulting damages will then be deducted to reflect the absence of any evidential basis corroborating the smoking history and the likelihood of other unidentifiable co-morbid conditions. In the event that the RS can corroborate the smoking history, 12.5% of the resulting damages will be deducted to reflect the likelihood of other unidentifiable co-morbid conditions.

17. On (c), the RS will be required to make an overall assessment of disability due to COPD based purely on the Claim Questionnaire completed by the widow or other Claimant. Once overall disability due to COPD is assessed, the resulting damages based on Schedule 11, will be apportioned pursuant to Schedule 12. Given the absence of any evidence (not even reference on a death certificate or other document) 25% of the resulting damages will then be deducted to reflect the absence of any evidential basis corroborating the smoking history and the likelihood of other unidentifiable co-morbid conditions. In the event that the RS can corroborate the smoking history, 16.66% of the resulting damages will be deducted to reflect the likelihood of other unidentifiable co-morbid conditions.

18. Where medical records collection was curtailed, the discount relating to the non corroboration of smoking history in paragraphs 15 to 17 above shall not apply.

19. Where the deceased is diagnosed by the RS as having suffered only from Chronic Bronchitis and there are no medical records and no reference to Chronic Bronchitis on the death certificate, the resulting damages based on Schedule 11 will be apportioned pursuant to Schedule 12. The resulting damages will then be further discounted as follows:

(a) where the Claimant is a widow, a discount of 10% will be applied;
(b) where the Claimant is an estate other than a widow, a discount of 15% will be applied

For the avoidance of doubt, if there are any medical records, whether or not the records make reference to Chronic Bronchitis (or words imparting a similar meaning, see notes for guidance) or a similar condition then there shall be no discount. If there are no medical records but there is a death certificate referring to Chronic Bronchitis there shall be no discount. Irrespective of the position in relation to the medical records and death certificate, if both COPD and Chronic Bronchitis are diagnosed there shall be no discount of the Chronic Bronchitis damages.

Special damages

19. Claimants seeking special damages will be required to answer the questions in the Claim Questionnaire (see Annex 2). Special damages will be assessed as set out in Schedule 11. For the avoidance of doubt, the deductions from damages referred to in paragraphs 15 to 18 arising from the situations referred to therein shall apply equally to both general and special damages.

Prioritisation

20. Widows, co-habitees and other dependants will be prioritised over other estates as detailed in Schedule 7, Annex 2.

PRE-1983 DEATHS

21. A separate method of assessment is required for those deceased claims in which death has been caused by the Respiratory Condition(s) and has occurred prior to 1st January 1983 in order to reflect the law prior to that date. Under the previous law, claims for lost years and loss of expectation of life survived for the benefit of the estate as part of the LRA claim and any beneficiary of such a claim would then have to set off his/her entitlement under the estate as against any claim he/she may have for dependency under the FAA.

22. Under the LRA, a claim for death occurring pre-1983 will comprise such of the following heads of damage as arise in any individual case:

(c) General Damages;
(d) Loss of Earnings;
(e) Other Special Damages he would have received prior to his death;
(f) Funeral Expenses;

(g) Loss of Expectation of Life Award of £3,500 (not to be the subject of Schedule 12 or co-morbidity apportionment) plus interest from the date of claim;

(h) 'Lost Years' Claim reflecting the earnings and pension income the miner would have received during the period his life was shortened by the Respiratory Conditions, calculated pursuant to Schedule 10.

Whereas claims (a) – (c) above may arise in any claim, claims for Funeral Expenses or Loss of Expectation of Life or Lost Years in (d) (e) and (f) will arise if a relevant respiratory condition caused or contributed to death

22. Claims under the LRA and FAA brought by a dependant of the deceased miner will arise in the following circumstances and will be dealt with as follows:

(a) Where the miner left a surviving Widow at the time of his death, it is presumed (subject to paragraph 23 below) that the Widow was the sole beneficiary of the estate. As such the LRA claim must be set off against the FAA claim and she (or her estate, if she has subsequently died) will only receive the higher of the FAA claim or the LRA claim subject to the Note below.

(b) Where the miner leaves a surviving dependent within the meaning of the Fatal Accidents Act 1976 (prior to it's amendment in 1983) other than a Widow, there will be individual assessment of the claim in accordance with the established common law principles for pre-1983 deceased cases.

All dependency claims will be calculated according to Schedule 11 and will be apportioned thereafter according to Schedule 12.

NOTE:

(1) When calculating the sum of the LRA claim for the purpose of setting it off against the FAA claim no account should be taken of funeral expenses and only 1/3 of loss of earnings should be included. This is because both funeral expenses and the dependency element of loss of earnings (the remaining 2/3) are not benefits that accrue to the Widow as a result of her husband's death.

(2) Compensation will be paid to the Administrator of the estate to hold on trust for the beneficiaries thereof. For the avoidance of doubt, the division of the miner's estate takes place at the time of his death and not at the payment of compensation. Should his Widow die prior to payment of compensation her entitlement to the estate of her deceased Husband, as ascertained at the time of his death, will pass in turn to her estate.

23. The presumption at paragraph 22(a) reflects the parties' expectation that where the miner dies intestate a Widow will be entitled to the full LRA claim, pursuant to the application of the Administration of Estates Act 1926. The presumption is capable of being rebutted if any one of the following applies:

(a) the Widow has already received substantial funds from the appropriation of the Estate (other than their place of residence and any personal chattels), at the time of her husband's death;
(b) the miner left a Will in which the Widow was not entitled to receive the full estate;
(c) the LRA claim is likely to exceed the amounts set out at Tables 1 and 2 according to the miner's date of death and whether he leaves any surviving children. The sums set out in the annex are the figures for the widow's statutory legacy on intestacy (plus interest to 1.1.2002) and as such represent the maximum value of the estate to which she has absolute entitlement and below which no issue will arise as to the entitlement of others.[1]

The Claimant's Legal Representatives must bring such circumstances to the attention of the Claims Handler as soon as possible, whereupon such claims will be the subject of individual assessment according to the established common law principles for pre-1983 deceased cases.

24. Accordingly, it is expected that in the great majority of cases, a surviving Widow's FAA claim will be extinguished in full and she will only be entitled to the LRA claim made on her behalf as beneficiary of the estate.

25. For the avoidance of doubt, the term 'Widow' does not include an unmarried partner, common law spouse or co-habitee.

26. Flow charts are provided below in order to show the process of such claims.

[1] **The figure for the widow's statutory legacy depends upon the period in which the death occurred. Interest has been calculated from the end of each period. To calculate the precise sum due by way of statutory legacy where the value of the LRA claim exceeds the statutory legacy interest will need to be calculated at the appropriate rate from the date of death to the end of the period from which interest has already been calculated. That sum would then be added to the figures in the annexe.**

TABLE 1

The widow's statutory legacy plus interest to 1.1.2002

(Sums below which it is presumed that the Widow will receive full entitlement to the estate) – where there are surviving children

Date of Death	Statutory Legacy	Statutory Legacy (including interest to 1.1.2002)	Increasing at Daily rate as from 1.1.2002
15/6/1954 – 31/12/1966	£5,000	£14,750	£0.82
1/1/1967 – 30/6/1972	£8,750	£23,860	£1.44
1/7/1972 – 14/3/1977	£15,000	£38,080	£2.47
15/3/1977 – 28/2/1981	£25,000	£56,920	£4.11
1/3/1981 – 31/12/1982	£40,000	£85,600	£6.58

Note: each sum comprises the statutory legacy to which the Widow is entitled during each period of time, pursuant to the Administration of Estates Act 1925 and subsequent Orders and Regulations passed thereunder and the interest accruing thereon from the end of the period until 31.12.2001.

TABLE 2
The widow's statutory legacy plus interest to 1.1.2002
(Sums below which it is presumed that the Widow will receive full entitlement to the estate) – where there are NO surviving children

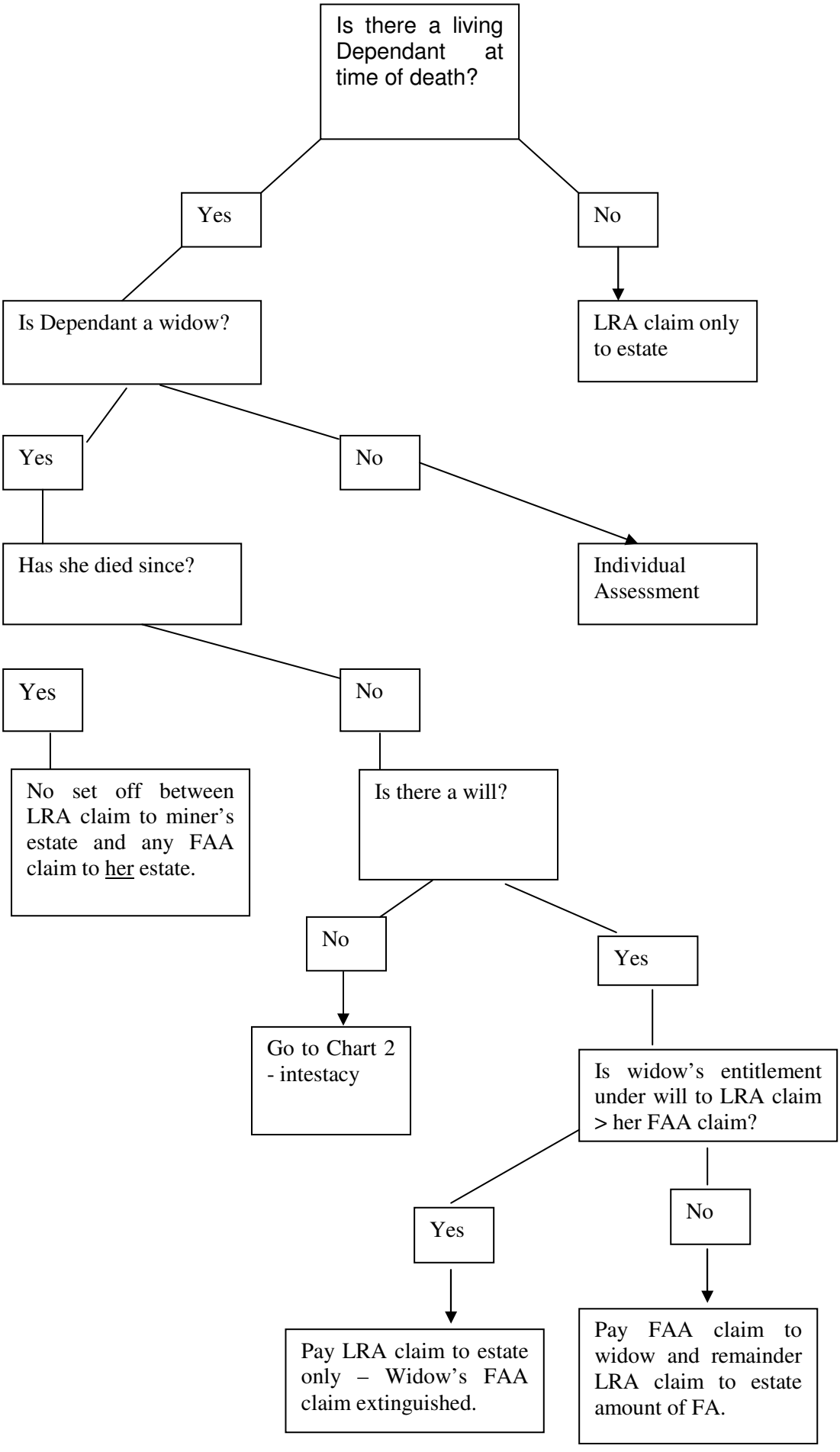
Date of Death	Statutory Legacy	Statutory Legacy (including interest to 1.1.2002)	Increasing at Daily rate as from 1.1.2002
15/6/1954 – 31/12/1966	£20,000	£59,000	£3.29
1/1/1967 – 30/6/1972	£30,000	£81,800	£4.93
1/7/1972 – 14/3/1977	£40,000	£101,500	£6.58
15/3/1977 – 28/2/1981	£55,000	£125,200	£9.04
1/3/1981 – 31/12/1982	£85,000	£181,900	£13.97

Note: each sum comprises the statutory legacy to which the Widow is entitled during each period of time, pursuant to the Administration of Estates Act 1925 and subsequent Orders and Regulations passed thereunder and the interest accruing thereon from the end of the period until 31.12.2001.

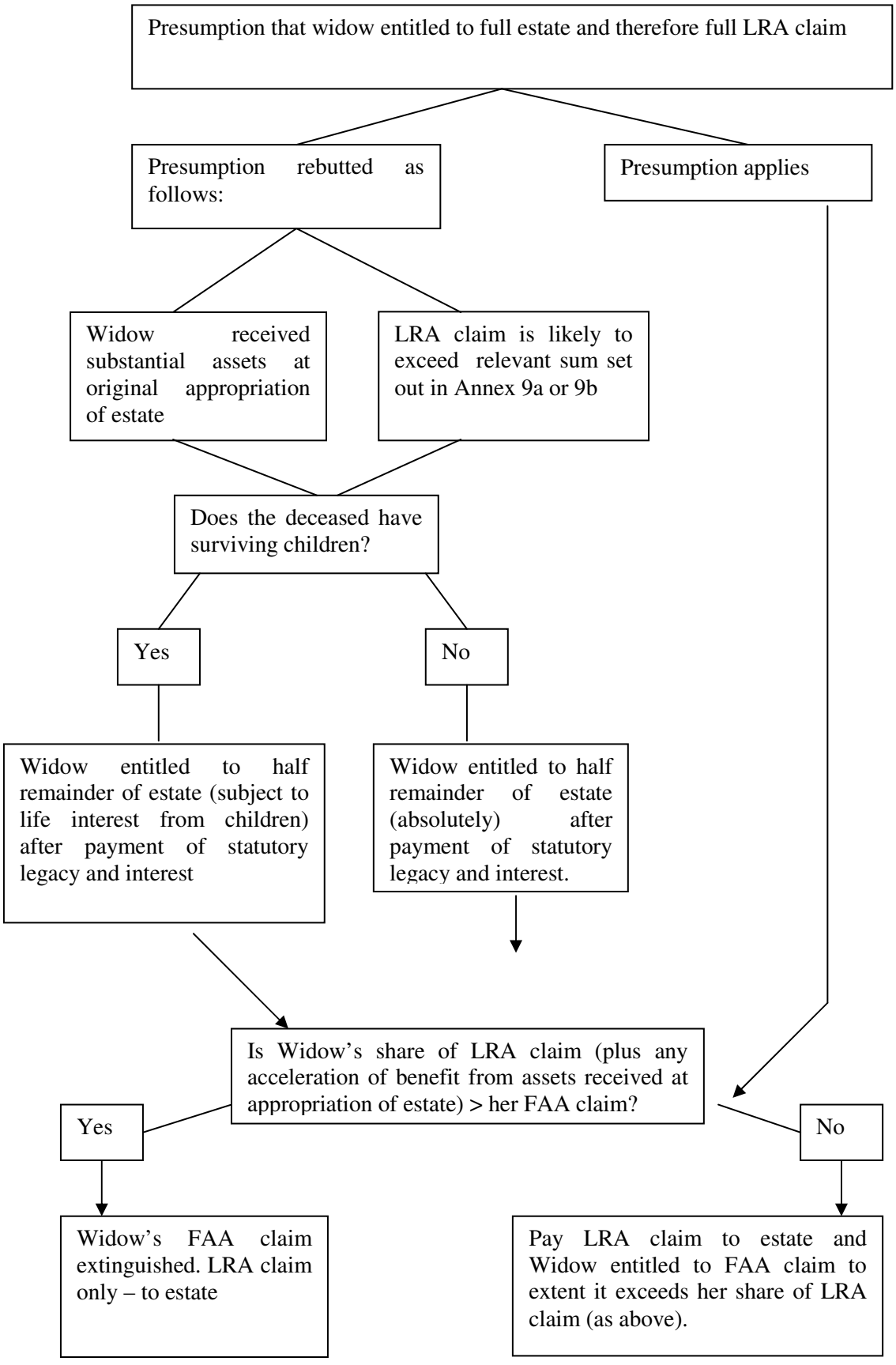
TABLE 3 – Schedule of Interest Rates

Date	**% Rate**
1.1.1953-14.9.1977	4%
15.9.1977-30.9.1983	7%
1.10.1983- current day	6%

Flow Chart 1


Is there a living Dependant at time of death?
Yes
No
Is Dependant a widow?
LRA claim only to estate
Yes
No
Has she died since?
Individual Assessment
Yes
No
No set off between LRA claim to miner's estate and any FAA claim to her estate.
Is there a will?
No
Yes
Go to Chart 2 - intestacy
Is widow's entitlement under will to LRA claim > her FAA claim?
Yes
No
Pay LRA claim to estate only – Widow's FAA claim extinguished.
Pay FAA claim to widow and remainder LRA claim to estate amount of FA.

Flow Chart 2 – Widow's claim Under intestacy Rules



Annex 1

LETTER TO CLAIMANT'S REPRESENTATIVE

We have received a claim on behalf of ..... seeking compensation for her bereavement resulting from the death of Mr ……...

We have been able to confirm from the details on the death certificate that a respiratory disease, likely to have been caused by British Coal's negligence, caused or made a material contribution to the death. She may therefore be entitled to a bereavement award under the Fatal Accidents Act 1976 (or an award for loss of expectation of life).

Unfortunately, we have been unable to confirm the necessary details about the Employment History. To enable us to consider the claim further it would be helpful if you could ask her to complete the attached Questionnaire and return it to the above address. Please ensure that she has read and understood the declaration that she is required to sign at the end before she begins completing the form.

You should already have advised her that she may also have an entitlement to funeral expenses and general and special damages under the Law Reform Act 1934.

Capita Claims Management

Annex 2

CLAIM QUESTIONNAIRE IN RESPECT OF A DECEASED MINEWORKER

NOTES FOR CLAIMANTS

Completing this questionnaire is an important step in establishing whether compensation may be payable, so it is very important that you complete it to the best of your knowledge and belief.

You should note that details will be checked against the deceased's medical records, where available, which are likely to contain information about smoking habits and other medical matters. **The employment history will be checked against any available employment records**.

[It also asks you for details about how the deceased's breathing difficulties may have affected his life. It may be that you are entitled to compensation for some of these things. You may also be asked to supply supporting evidence later on during the processing of your claim. [Making a claim that cannot be substantiated by supporting evidence when requested may slow down the processing of your claim.]

You should therefore do your very best to complete this questionnaire accurately, as any inconsistencies may result in your claim being delayed. As you will be required to sign the declaration *at the end of* the Claim Questionnaire, **it is important that you read the declaration before completing the questionnaire.**

We hope that this form is self explanatory. If you have difficulties, *including any questions about the declaration,* your solicitor or other adviser will be able to help.

PLEASE COMPLETE IN CAPITAL LETTERS

MINEWORKERS RESPIRATORY DISEASE
CLAIM QUESTIONNAIRE IN RESPECT OF A
DECEASED MINEWORKER

PLEASE COMPLETE IN CAPITAL LETTERS

Capita Reference:

You can leave this blank; it will be filled in during the processing of your claim.

Deceased's Miner's Details

1. Surname: .....
2. First name(s): .....
3. Date of Birth:

Day Month Year

4. Date of Death:

Day Month Year

5. National Insurance Number:

Claimant's Details

6. Surname: .....

7. First name(s): ..... Title: ……..

8. Date of Birth (this is required to help us prioritise the eldest widows first):

Day Month Year

9. Relationship to the deceased: .....

10. Home address: .....

..... Post code: .....

Claimant's Representative's Details

11. Name of Solicitor: .....

12. Solicitor's address: .....

..... Post code: .....

13. Solicitor's Reference: .....
(Please ask your solicitor for the full reference)

Guidance Notes for Completing the Employment History Table (Question 15)
Note: It has been agreed that these 'notes' will be separate from the claims questionnaire.

DO NOT WRITE ON THIS PAGE

General

To fully assess your claim we need to know as much of the full employment working history of the Deceased since he left school. Please complete the EMPLOYMENT HISTORY TABLE (which accompanies these guidance notes) as fully and as accurately as you can starting with the Deceased's first employer. Your solicitor will give you an example of a completed Employment History Table and, if necessary, will help you to complete the table.

Before attempting to complete the Employment History Table please read the of these guidance notes. Please do not write on these guidance notes.

The information you provide will assist in calculating roughly how much dust the Deceased was exposed to over his working life.

It is appreciated that you may not be able to be exactly accurate in your answer to all questions. You must do the best you can. Remember that records will be checked. You may also be telephoned later to check some answers and fill in any gaps that you have had to leave. If you genuinely cannot provide some of the information requested, you must put "Don't Know".

How to fill in the box in the table headed "Basic details"

Questions a, b,c and d will assist in finding the deceased's employment records needed to check the employment history. Give as much information as possible to avoid any delays in processing your claim.

a. Name of last colliery worked
You should enter the name of the pit where the deceased last worked as an employee of the National Coal Board/British Coal Corporation.

b. Date left
This should be the date he left the last colliery he worked at (as above)

DO NOT WRITE ON THIS PAGE

c. Check or works number
This should be the one he had at the time he left the NCB/BCC.

d. Reason for leaving
Please enter a brief reason why he left NCB/BCC, for example, early retirement; redundancy; other employment.

Remember, if you don't know any of the information you should enter "Don't Know"

How to fill in the rest of the Employment History Table.

The following numbers relate to the column numbers in the main table which you have to complete next.

It is important that you complete a new line for each and every change in:
- job code.
- job title/occupation, and for mining employment,
- Employer
- Colliery or other place of work

A continuation sheet is provided should you need it.

1. Job Code

At the bottom of the table you will find details of job codes to be used in column 1. You must enter one job code only for each line (row) which best matches his job at that time. You should start with the first job after leaving school and then add other jobs/periods of unemployment in the order in which they arose.

Please note that job code M (surface worker at a coal mine (dusty occupations)) should be used if the deceased was employed in one of the following jobs on the surface:

Tippler operator
Picking belt operator/attendant

Raw coal plant conveyor attendant/labourer
Raw coalcrusher attendant
Raw coal screen attendant
Bradford breaker operator
Dry cleaner table operator
Dry cleaner screen/fan attendant
Thermal dryer operator
Screen hand/attendant/screen engineman
Washbox/baum box
Washery operator attendant

In all other cases, job code J should be used.

2. Job Title/Occupation

It is important to know what kind of job he did in each colliery he worked in or any work outside the coal industry. Please enter a brief description of the job which, for work in the coal industry, may be the same as your job code or the term used for his job at the place where he worked.

DO NOT WRITE ON THIS PAGE

3. Dates Employed

Enter the “from” and “to” dates for each change outlined above. Please try and give the full dates (month and year). You should list the employment history starting with your first employer.

4. Employer
If he worked as an employee of the National Coal Board/British Coal Corporation, you need only enter “BCC”.

If he worked at a British Coal Mine but as an employee of a contractor, please enter “C“ and state the name of the contractor.

If he worked at a Private (Small) Mine please enter “PM” and the name of the mining company.

If he worked for any other employer please state the name.

If he was unemployed at any time, please state "UNEMPLOYED".

5. Colliery or Other Place of Work

For mining-related employment, please enter the full name of each pit he worked at. If he worked at, for example, a Coal Preparation Plant, please specify this. For non-mining related employment please state identifying details, for example the name of the factory.

6. Nearest Town

Please state the nearest town for each Colliery or Other Place of Work you have listed.

Remember, if you don't know any of the information you should enter "Don't Know"

7. Respirator Usage

It may be difficult for you to know if the deceased wore a respirator regularly during a shift when dust conditions were at their worst, on most days of the working week. If he did tick "Yes". If you are certain that the deceased never wore a respirator you should tick "No", otherwise tick "Don't Know". If you have answered "Yes" you should, if possible, state the period(s) when the respirator was worn. You need only specify the period in years, for example 1965 to 1971.

Please note that a respirator is any dust mask provided and approved for use by British Coal Corporation, designed to cover the mouth and nose and containing a filter or absorbing material inside.

Note: In relation to disposable dust masks (namely 3Ms, Martindales, Racal Dustoppers and Alpha Safety Sigmas), these were only approved for use from about 1982, although trials were undertaken in some collieries before this date. The wearing of the disposable masks named above from 1982 when actually provided by British Coal, amounts to a respirator use which is within the above definition, but the use of rag, paper or other disposable masks does not.

14. EMPLOYMENT HISTORY TABLE

Basic details:

a. Name of last colliery worked: ..... c. Check or works number: .....

b. Date left: Day | Month | Year

.

1.	2.	3.		4.	5.	6.
Job Code*	**Job title/ occupation**	**Dates Employed**		**Employer (including non BCC)**	**Colliery or other place of work**	**Nearest town**
		From	**To**			

** enter one job code letter only for each line (row) you complete in the table above which best matches the deceased's job at that time.*

Faceworker (handfill)	*Faceworker mechanised*	*Bord & pillar*	*Ripper or Packer*	*Manager, Deputy Manager, Under Manager Overman or Deputy*	*Development worker*	*Underground craftsman*	*Conveyor / haulage attendant*	*Other occupation undergrou nd*
A	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***
Surface worker at a coal mine	*Safety/ Mechanical/E lectrical Engineer*	*Surveyor*	*Surface Worker at a Coal Mine (Dusty Occupations)*	*Safety Officer*	*Ventilation Officer/ Assistant*	*Dust Suppression Officer*	**Salvage Worker**	***Shift Charge Engineer***
J	***K***	***L***	***M***	***N***	***O***	***P***	***Q***	***R***
Basic Mining Instructor	*Unemployed or Retired*	***Non-Mining Job***	*Don't know*	**Mechanical /Electrical Deputy/ Assistant**	**Mechanisation Demonstrator**	**Blacksmith**		
S	***U***	***X***	***Z***	**T**	**V**	**W**		

continuation....

1.	2.	3.		4.	5.	6.
Job Code*	**Job title/ occupation**	**Dates Employed**		**Employer (including non BCC)**	**Colliery or other place of work**	**Nearest town**
		From	**To**			

** enter one job code letter only for each line (row) you complete in the table above which best matches the deceased's job at that time.*

Faceworker (handfill)	*Faceworker mechanised*	*Bord & pillar*	*Ripper or Packer*	*Manager, Deputy Manager, Under Manager Overman or Deputy*	*Development worker*	*Underground craftsman*	*Conveyor/ haulage attendant*	*Other occupation underground*
A	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***
Surface worker at a coal mine ***(Dusty Operations)***	***Safety/ Mechanical /Electrical Engineer***	***Surveyor***	***Surface Worker at a coal mine (Dusty Occupations)***	***Safety Officer***	***Ventilation Officer/ Assistant***	***Dust Suppression Officer***	***Salvage Worker***	***Shift Charge Engineer***
J	***K***	***L***	***M***	***N***	***O***	***P***	***Q***	***R***
Basic Mining Instructor	Unemployed or Retired	Non-Mining Job	***Don't know***	**Mechanical/ Electrical Deputy/ Assistant**	**Mechanisation Demonstrator**	**Blacksmith**		
S	***U***	***X***	***Z***	**T**	**V**	**W**		

15. You are asked to look for documents which might help establish the deceased's work history.

The following documents will help:

Training certificates, Long Service Award, letters from British Coal showing redundancy calculations, pay slips, PDD1 or PDD12 certificates, letters from contribution Agency or any other calculation relevant to the deceased's employment.

Please tick one of the following boxes.

I have looked for the documents and:	**Tick one box only**
(i) I enclose all the documents I can find	☐
(j) I have already sent all the documents I can find	☐
(c) I do not have any documents	☐

16. Did the deceased wear a respirator regularly during a shift when dust conditions were at their worst, on most days of the working week?

Tick **one box only** **Don't know** ☐ **Yes** ☐ **No** ☐

If **Yes**, please give years of use (e.g. 1965 onwards)	**From (year)**	**To (year)**
and		
and		
and		
and		

Any Other Claim

17. Did the deceased ever work in other employment (non-coal mining) where he may have been exposed to substances which may have contributed to his breathing problems?

Tick **one box only** **Don't know** ☐ **Yes** ☐ **No** ☐

If **No**, or **Don't Know** skip the rest of this Question and go to Question 18.

If **Yes**, please give details below.

Name of Employer	Job	Period Employed	
		From	To

18. Has a claim for compensation been made against any of the employers above?

Tick one box only **Don't know** ☐ **Yes** ☐ **No** ☐

If **Yes**, please give details below:

Changing Work

19. Did the Deceased ever move to lighter work either in or outside the coal industry because of ill health?

Tick **one box only** **Don't Know** ☐ **Yes** ☐ **No** ☐

If **No**, or **Don't Know** skip the rest of this Question and go to Question 20.

If **Yes** please complete the following, filling in first the left hand column and then if necessary the right hand column:

	First Transfer	Second Transfer
Specific job transferred from		
Employer		
Specific job transferred to		
Employer		
Date of transfer		
Age at transfer		
Reason for ill-health transfer		

If the deceased transferred more than twice please attach details (or use a blank copy of this page). If you cannot complete an entry because you do not know, write "**don't know**" in the box.

Stopping Work

20(a) Are you able to say why the Deceased stopped work?

Tick **one box only** **Yes** ☐ **No** ☐

If **No**, skip the rest of this Question and go to Question 21.

If **Yes**, please read the following and tick one box that best describes why the deceased stopped work in the mining industry and give his age at the time in the box at Question 20(b).

	Tick if applicable
Retired at normal retirement age	☐
Retired before normal retirement age due to ill health	☐
Retired before normal retirement age but not due to ill health	☐
Accepted redundancy	☐
Accepted redundancy because of ill health.	☐
Left to get a job outside the mining industry because of ill health.	☐
Other reason	☐

Please give a **brief** description of why the deceased left if you ticked the last box:

20(b) Please state his age when he left the industry:

Aged ☐ **years**

20(c) Did the deceased stop working before leaving the mining industry due to ill health?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't Know** ☐

If Yes, please state as best you can the length of time between stopping work and leaving the industry:

☐ **months**

20(d) If you are able to do so, please state the specific occupation the deceased was employed in before he left the industry:

☐

……..

Your Solicitor will complete this section. Please go on to Question 21.

In completing the table in Question 19 and in answering Question 20(d), the Claimant has been asked to provide details of the jobs the deceased transferred from and to, and the occupation on leaving the industry. By reference to the answers to the question and to Schedule 5, Annex 1b of the Handling Agreement (Mineworkers Job Grade Descriptions), please state the specific job grade code and job name for each entry.

Re: Question 19 – Job Grade Code and Job name on transfer

	First Transfer		Second Transfer	
	Job Grade Code	Job Name	Job Grade Code	Job Name
Specific Job transferred from				
Specific Job transferred to				

** if the Deceased transferred more than twice please take a copy of this table and complete the necessary details.*

Re: Question 20(d) – Job Code and Job name on leaving the industry

Job Grade Code	**Job Name**

……

OTHER

21. Did the deceased's health problems cause him to receive help (from family, friends or others) with household DIY jobs that he would normally have done himself, for example cleaning windows, gardening, decorating, car maintenance ?

Tick one box only Yes ☐ No ☐ Don't know ☐

22. Did the deceased's health problems cause him to receive help (from family, friends or others) with domestic jobs for example shopping, cleaning, washing up or personal assistance, for example, with dressing and bathing?

Tick one box only Yes ☐ No ☐ Don't know ☐

23. Did the deceased's health problems cause him to incur additional travelling costs, for example, when he needed to travel by car, taxi or public transport when he might otherwise have walked, or needed to travel by taxi when he might otherwise have travelled by public transport?

Tick one box only Yes ☐ No ☐ Don't know ☐

24. Did the deceased's health cause him to incur additional miscellaneous expenses, for example, increased heating, laundry or holiday costs?

Tick one box only Yes ☐ No ☐ Don't know ☐

25. Did the deceased's health problems mean that he had to buy something to help him cope? (For example, bath rails, grab rails, walking aids, high seat armchair etc).

Tick one box only Yes ☐ No ☐ Don't know ☐

26. Was the deceased's accommodation:

(Please tick appropriate box).

House ☐

Bungalow ☐

Flat ☐

Was this a ground floor flat? Don't know ☐ Yes ☐ No ☐

Other ☐ Please specify ☐

27. Did the deceased's health problems mean that he had to make alterations to the building where he lived to make life easier for him? (For example, ramp, installation of central heating etc).

Tick one box only Yes ☐ No ☐ Don't know ☐

28(a). Did the deceased's health problems mean that he had to buy a stair lift to help him cope?

Tick one box only Yes ☐ No ☐ Don't know ☐

If the stair lift was provided by an organisation, for example a charity or a local authority on the basis that if compensation was received then the cost that they have paid must be reimbursed, you should answer Yes to Question 28 above and then answer Question 29 below.

If you have answered No or Don't know, please go on to Question 29.

(b). If this was bought within the last five years, please provide proof of purchase.
If he bought a stairlift, when did he buy it and how much did it cost?

☐

29. Did anyone refund the money for any items that he bought?

Tick one box only Yes ☐ No ☐ Don't know ☐

(a). If Yes, please indicate for what item the refund was received.

(b). Please state the name of the person or organisation who refunded the money.

30. Did the deceased's health problems mean that he had to move house as a result?
(Note - if he had to move house for a reason other than his breathing, tick No).

Tick one box only Don't know ☐ Yes ☐ No ☐

If No or Don't know, skip the rest of this question and go to Question 31.
If Yes, when he moved did he have to buy his new accommodation?

Tick one box only Don't know ☐ Yes ☐ No ☐

If No or Don't know, skip the rest of this Question and go to Question 31.
If Yes, did he have to sell his previous accommodation in order to move?

Tick one box only Don't know ☐ Yes ☐ No ☐

If No or Don't know, skip the rest of this Question and go to Question 31.

If Yes, answer the following Questions:

(a) what was the sale price? £ Actual ☐ Estimated ☐
Is this an actual or estimated figure?

(b) what was the purchase price of his new accommodation? £ Actual ☐ Estimated ☐

Is this an actual or estimated figure?

(c) what was the address he moved <u>from</u> (including the postcode)?

(d) what was the address he moved <u>to</u> (including the postcode)?

(e) what was the date he moved? ☐ Month ☐ Year

(f) was the accommodation he moved from : (please tick one box)

(i) a house ☐

(ii) a bungalow ☐

(iii) a flat ☐

(iv) other ☐

(g) was the accommodation he moved to : (please tick one box)

(i) a house ☐

(ii) a bungalow ☐

(iii) a flat ☐

(iv) other ☐

(h) please explain why he had to move:

(i) did anyone help towards the cost (for example the Local Authority or a charity?):

Tick one box only	Don't know ☐	Yes ☐	No ☐

If No or Don't know, please go on to Question 31.

If Yes, please answer Question (j) below. If the assistance with the costs was provided by an organisation, for example a charity or local authority, on the basis that if the deceased received any compensation he must reimburse them for the costs that they paid, you should answer Yes and then answer Question (j) below.

(j) please indicate what was provided and please state the name of the person or organisation who provided the money.

Hobbies:

31. Did the deceased ever keep pigeons or other caged birds ?

Tick **one box only**	**Yes** ☐	**No** ☐	**Don't know** ☐

If **Yes**, between what years did he keep them

Enter years from and to:	**From** ☐	**To** ☐

MEDICAL HISTORY & SYMPTOMS

32. Did the deceased have any illnesses, including those which may have been caused by work, which affected his breathing?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **No** or **Don't know**, skip the rest of this question and go to question 35.

If **Yes**, please list the illnesses and when they were diagnosed:

Illness	***Approximately what year was it diagnosed?***

33. Please give brief details below of any other illnesses and operations which the deceased had:

Details of Illness/Operation	**Year**

34. Please list any medications, including inhalers and oxygen, that the deceased took regularly:

Name of Medication	***Approximately when was this first prescribed?***	
	Month	**Year**

Details of Breathlessness (tick one box only)

35. It is necessary to establish whether the deceased suffered breathing difficulties and, if so, to what extent. Could you read the following statements and tick the one which appropriately reflects the deceased's breathing difficulties in a reasonable period before he died:

Tick one box only

He did not suffer any breathlessness	☐
He was breathless on prolonged or heavy exertion	☐
He was breathless on walking uphill, climbing stairs or on hurrying on level ground	☐
He was breathless at normal pace walking on level ground	☐
He was breathless on walking 100 yards or climbing one flight of stairs at a normal pace	☐
He was breathless on walking 100 yards at a slow pace or climbing one flight of stairs at a slow pace	☐
His breathlessness prevented him walking 100 yards at a slow pace without stopping or climbing one flight of stairs without stopping	☐
His breathlessness prevented activity outside the home without assistance or supervision	☐
His breathlessness limited activities to within the home	☐
He was only able to walk a few steps because of breathlessness	☐
He was bed and chair bound, totally dependent on carers because of breathlessness	☐

Smoking History

In Questions 36 and 37 you are asked for information about the deceased's smoking habits. It may be difficult to recall exact details but please try to give as much detail as possible. The information will be checked against information in any available medical records.

Note : If the deceased smoked for a year or more you must answer 'yes' to this question even if it was only one cigarette or one small cigar a day or an ounce of tobacco a month. If the deceased smoked only for a period of less than a year, or less than one cigarette or small cigar per day, you should answer 'No'.

36. Did the deceased ever smoke?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If **No**, please go to **Question 38.**

37. If **Yes**, please complete the following table. If he gave up smoking and later re-started give the dates of starting and stopping. If he changed from one form of tobacco to another, eg cigarettes to hand-rolled or small cigars, please give each period separately.

		Average Quantity			
Year Started	Year Stopped	No. of ready made cigarettes smoked per day	No. of cigars smoked per day	Ounces of hand- rolled tobacco smoked per week	Pipe Smoker (tick)

Asthma

Questions 38 and 39 are about asthma. Although it is not established that asthma can be caused by working in mining, it can be made worse temporarily by coal dust or fumes. However, no compensation will be paid unless there is supporting evidence in the deceased's medical records.

38. Did the deceased suffer from asthma?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **No** or **Don't Know** go to Question **40.**

If **Yes,** did he complain that his symptoms were worse at work?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **No** or **Don't know** go to Question **40.**

If **Yes,** was this after 1954?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

39. Did he say that his symptoms were better away from work?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **No** or **Don't Know** go to Question **40.**

If **Yes**, was this after 1954?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

Chronic Bronchitis

Questions 40 to 46 are about chronic bronchitis, a condition which can be caused by mine dust but also by some medical conditions and by smoking. This information will be checked against the deceased's medical records, if available.

Please answer these questions as accurately as possible:

40. When the deceased worked underground at a British Coal mine after 4th June 1954 did he cough up phlegm from his chest?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **Yes** go to Question **41**

If "**No**" or "**Don't Know**", did he cough up phlegm from his chest within a short period of stopping working underground at a British Coal mine ?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **No** or **Don't Know**, please go to Question **44.**

If **Yes**, please go to Question **41**

41. Did the deceased ever have treatment for his cough from a doctor?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

42. How often did he cough up phlegm?

Tick one of the boxes

(a) occasionally ☐
(b) most days of the week ☐
(c) every day ☐
(d) don't know ☐

If you have ticked (a) or (d) go to Question **44.** If you have ticked (b) or (c) go to Question **43.**

43. If the deceased was coughing up phlegm every day or on most days, roughly how long did this go on for each year?

Tick one of the boxes

(a) less than three months a year ☐
(b) more than three months a year ☐
(c) don't know ☐

44 Was the deceased still coughing up phlegm prior to death?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

45. Did the deceased ever cough up blood or have blood mixed in with his phlegm?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

If the answer is "Yes", please also answer question **46.**

If the answer is "No", go on to question **47.**

46. Roughly how often did the deceased cough up blood or have blood mixed in with his phlegm?

Tick one of the boxes

Only once	
Just a few times	
Many times	

47. Did the deceased have any problems with being more breathless than other people of his age?

Tick **Yes** or **No** **Yes** ☐ **No** ☐

Other Claims

Questions 48 and 49 are about claims for money which the deceased may have made arising from his breathing problems associated with working underground at a British Coal Mine.

Department of Social Security (DSS) Benefits for Industrial Disease

48. Did the deceased make a claim for Industrial Injuries Disablement Benefit ('a pension') from the DSS for **chronic bronchitis or emphysema** ?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **Yes**, was it: **Tick one box**

accepted? ☐

rejected? ☐

If accepted, when was his last assessment ?
(If you don't know, tick the box provided)

Year ☐ Don't Know ☐

British Coal - Coal Workers Pneumoconiosis Scheme

49. Did the deceased ever make a claim for payment under the British Coal **Pneumoconiosis** Scheme?

Tick **one box only** **Yes** ☐ **No** ☐ **Don't know** ☐

If **Yes**, was it: **Tick one box**

Accepted? ☐

Rejected? ☐

Funeral Expenses

50. If it is established that the deceased's death was caused, or materially contributed to, by Chronic Obstructive Pulmonary Disease (COPD) due to the negligence of British Coal, you will be able to claim funeral expenses.

a) Can you say how much the funeral cost and provide proof of payment (i.e. a receipt) ?

Tick Yes or No **Yes** ☐ **No** ☐

If **No**, go to (b)

If **Yes**, what was the amount?

£ ☐

Tick here to confirm that you have attached proof of payment ☐

b) I am unable to provide proof of payment of funeral expenses but wish to claim the standard award of ~~£318~~ **347**.

Tick here ☐

51. *YOU* ***MUST*** *SIGN THIS DECLARATION*

I declare that the information I have given in answer to all the questions in this questionnaire is correct to the best of my knowledge and belief.

I understand that any information I give will be checked against the information contained in relevant records and that if I deliberately give information that is incorrect, action may be taken against me.

I claim damages and interest from the DTI in accordance with the terms of the BCRDL Claims Handling Agreement and I understand that my claim will be assessed in order to determine whether damages may be due to me for past, present and future loss.

Signed *.....*

Dated *……*

Please also sign the attached forms which give authority for release of the deceased's medical and other records.

You must return this completed questionnaire, together with the signed records forms ***and any documents which might establish the deceased's work history if you have ticked box 15(a)****, to your Solicitor:*

Annex 3

MINEWORKERS RESPIRATORY DISEASE CLAIM

CLAIM IN RESPECT OF DECEASED MINEWORKER

FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR GENERAL PRACTITIONER'S RECORDS

I ,.....of

…….

.....

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

Who died on | | | |

whose National Insurance Number was

whose date of birth was | | | | **("the deceased").**

I authorise the disclosure of the originals of the General Practitioner's full medical notes, records (but not X-rays) relating to the deceased to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

……. and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the deceased's medical condition and the cause of his death.

No proceedings are contemplated against the deceased's GP or the Health Authority or any individual named in the records.

The deceased's General Practitioner's name and address is:

.....…….....

.....…….....

..... Post Code:…….....

Signed: .....…….....

Date: …….....

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR HOSPITAL RECORDS

I ,.....of

.....……

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on | | | |

whose date of birth was | | | | ("the deceased").

authorise the disclosure of the full medical notes, records (but not X-rays) in your possession relating to the deceased to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors …….. and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the deceased's medical condition and the cause of his death.

No proceedings are contemplated against any Hospital Trust, Health Authority or any individual named in the records.

Hospital* name, address and number:

.....…….....…

.....…….....

.....…….....

* if more than 1 Hospital is involved, please complete a separate authority for each Hospital

Signed: .....…….....

Date: .....…….....

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR DEPARTMENT OF WORK AND PENSIONS RECORDS

I ,.....of

.....

.....

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on | | | |

whose National Insurance Number was

whose date of birth was | | | | ("the deceased").

I authorise the disclosure of the originals of the deceased's full records including medical notes, including small benefits history cards (but not X-rays) in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

……and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the deceased's medical condition and the cause of his death.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR DEPARTMENT OF WORK AND PENSIONS RECORDS

I ,.....of

.....

.....

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on the | | | |

whose National Insurance Number was

whose date of birth was | | | | ("the deceased").

I authorise the disclosure of the originals of the deceased's full medical notes, records (but not X-rays) in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors …… ……..and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the Deceased's medical condition and the cause of his death.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR COAL PENSION SCHEME RECORDS

I ,.....of

.....

.....

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on the | | | |

whose National Insurance Number was

whose date of birth was | | | | ("the deceased").

I authorise the disclosure of the originals of the deceased's Coal Pension Scheme records in your possession, relating to the deceased's employment with British Coal Corporation/Private Licensed Mines/British Coal Contractor, to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

…….…….. and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the deceased's medical condition and the cause of his death.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR BRITISH COAL MEDICAL RECORDS

I ,.....of

.....

.....

.....

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on the | | | |

whose National Insurance Number was

whose date of birth was | | | | ("the deceased").

I authorise the disclosure of the originals of the deceased's full medical notes, records (but not X-rays) in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors …….. and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the deceased's medical condition.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……

REQUEST FOR COLLIERY WORKERS PNEUMOCONIOSIS RECORDS

I, …….. of ……..

…….

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on the | | | |

whose National Insurance Number was

whose date of birth was | | | | ("the deceased").

I authorise the disclosure of the originals of the deceased's full records in your possession to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

……

and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the deceased's medical condition.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR REDUNDANCY RECORDS

I ,.....of

.....

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on the | | | |

whose National Insurance Number was

whose date of birth was | | | | ("the deceased").

I authorise the disclosure of the originals of the deceased's Redundancy records in your possession, relating to the deceased's employment with British Coal Corporation/Private Licensed Mines/British Coal Contractor, to the Department of Trade & Industry's Coal Health Claims Unit, to their Agents Capita Claims Management, to my solicitors

…….. and to any other agent engaged by the Department of Trade & Industry or my solicitors to hold and process for the purpose of their enquiries about the deceased's claim for compensation.

Signed: .....……

Date: .....……

MINEWORKERS RESPIRATORY DISEASE CLAIM
CLAIM IN RESPECT OF DECEASED MINEWORKER
FORM OF AUTHORITY TO OBTAIN RECORDS

Solicitor's reference:……..

Capita reference:……..

REQUEST FOR POST MORTEM REPORT

I,.....of …….....

am the widow/administrator/adminstratrix/executor/executrix of the estate of

.....

who died on the | | | |

whose National Insurance Number was

whose date of birth was | | | | ("the deceased").

I authorise the disclosure of the Post Mortem report in your possession relating to the deceased to the Department of Trade and Industry's Coal Health Claims Unit, to their agents Capita Claims Management, to my Solicitors …… and to any other agent engaged by the Department of Trade and Industry or my Solicitors to hold and process for the purpose of their enquiries about the deceased medical condition and the cause of his death.

No proceedings are contemplated against the Hospital Trust/Health Authority or any individual name within the report.

HM Coroner…….

Coroners Office/Hospital Name…….

Address …….

…….

Hospital number (if appropriate) ……

Signed: .....……

Date: .....……

ANNEX 4

Annexes:

4a Instructions and Guidance to Respiratory Specialists

4b MAP Medical Report Form

DECEASED MINEWORKERS CLAIMS

INSTRUCTIONS AND GUIDANCE TO RESPIRATORY SPECIALISTS:

Introduction

A. You are instructed to provide medical reports in relation to former employees of British Coal who are now deceased who were exposed to mine dust and who it is claimed, as a result, suffered from chronic obstructive pulmonary disease (COPD), primarily in the form of chronic bronchitis and/or emphysema. It is also claimed that as a result of such exposure some employees suffered exacerbation of asthma. This document is intended to help you make your assessment of such claims, and in particular to come to the conclusions required for the processing and fair settlement of the claims.

B. You will find it helpful before you complete your first report to read through this document, working through the Deceased Mineworkers Claim Questionnaire provided by the Claimant as well as the Deceased Mineworkers MAP Report Form which you will be required to complete. Even when you are familiar with the process, you may well find it helpful to refer back to this document from time to time.

Background

C. It has been accepted by the Government since 1993 on the recommendation of the Industrial Injuries Advisory Council that chronic bronchitis and emphysema are diseases associated with the occupation of coal mining. Subsequently in a judgment in the High Court delivered on 23rd January 1998, the Judge decided that there was a proven causal link between chronic bronchitis, emphysema and exacerbation of asthma and exposure to dust and/or fumes underground in the occupation of coal mining. In consequence, present and former miners are now eligible to receive compensation from their previous employers if they have COPD attributable to their occupation. Those conditions are:

i) chronic bronchitis;

ii) emphysema/small airways disease;

iii) exacerbation of asthma.

D. On 1st January 1998 the liabilities of British Coal were formally transferred to the Secretary of State by way of a restructuring scheme under the Coal Industry Act 1994. The Department of Trade and Industry (DTI) therefore now has the responsibility for paying valid compensation claims previously made against British Coal.

E. Your task is to diagnose the conditions suffered by the deceased and to assess the extent of the deceased's disability. Once you have made an assessment of the overall respiratory disability you are required to apportion between (i) that attributable to the Chronic Obstructive Pulmonary Disease (in respect of which the DTI will pay

compensation) and (ii) other co-morbid conditions which contributed to the respiratory disability and in respect of which no compensation will be paid. Your report must be on the form provided (see paragraph H below).

F. Your report will help determine whether or not compensation is paid to the Claimant and, if so, it will substantially influence the amount paid. You owe an equal duty to the Claimant and to the DTI. Your report must therefore be accurate, objective and comply with the instructions and guidance set out in this document.

G. It is important that all your assessments are based on the "balance of probabilities" test. This is a Civil Law concept which means that a matter is accepted as proven if it is more likely than not to be true. You do not have to be satisfied beyond reasonable doubt (the legal test in criminal law cases), nor do you have to be "more than 95% sure", (an approximation to the level of statistical significance often used in medicine). Accordingly, if you believe it more than 50% (50.01% will do) likely that an individual had COPD, you should conclude that he had. If you believe it 50% likely or less that he did not have COPD, your conclusion should be that he did not. The same method of reasoning should apply to your assessments of the presence or absence of any disability, its extent, the presence or absence of co-morbid conditions and the contribution which they may or may not have made to overall disability.

Summary of Documentation Supplied

H. You will be provided with:

i) Deceased Mineworker's Claim Questionnaire (completed by the Claimant)

ii) Financial and Other Losses Questionnaire, where appropriate, completed by the Claimant

iii) Report on Screening Spirometry, if undertaken during the deceased's lifetime

iv) Deceased's medical records (unless lost or destroyed)

v) Deceased's Death Certificate

vi) Deceased's Post Mortem Report (where a Post Mortem was undertaken and the Report is available)

vii) Deceased Mineworker's MAP Medical Report Form (to be completed by you).

You should review all of the documents prior to completing your report.

I. When you have completed your report you should return it, together with the documentation supplied to you, to the Service Provider.

COMPLETING THE DECEASED MINEWORKERS MAP MEDICAL REPORT FORM

Administrative Details (Questions 1 - 3)

Items 1 and 2 should already have been fully completed before the form is sent to you. Please complete entry 3.

Medical Records (Questions 4-10)

Medical records, Death Certificate and Post Mortem Report (if available) will be supplied to you as indicated on the Report Form. Please tick the boxes to confirm that you have seen each of the classes of records sent. Note that you *must* see the death certificate before you can complete this form.

At Question 10, you may request further records provided that you are satisfied that they are properly required and have good reason to believe they exist. Please refer to the notes on page 4 of the form about those documents which are always provided if available.

Relevant entries in the medical records (Question 11)

Note: entries relevant to asthma and smoking are not included here but in Questions 16 and 17, respectively (see below).

11.1 You are required to fill in the box, and the entries you refer to may include entries from additional records if these have been requested and seen.

11.2 Where you refer to a specific entry give its date, source and page reference. You are not, however, expected to list all relevant entries, which might run to many pages. You should summarise the sense of the records and the information they contain. An example might be:

- *12 December 1982. GP records. Page 45. First reference to bronchitis*
- *Three entries in the following year*
- *Multiple entries thereafter*

Death Certificate (Question 12)

List the cause(s) of death as set out in the Death Certificate.

Please note at 12(b) whether or not the death certificate was completed after a PM was carried out.

Post Mortem Report (Question 13)

13.1 If there has been a post mortem, a copy of the report will be provided, unless it has been lost or destroyed. You are required to list the cause(s) of death as set out in the report.

13.2 Note also any other findings that you consider relevant. You should include any conditions which may have impacted on disability during life. You should also include any conditions, whether or not disabling during life, which may have had some bearing on the deceased's life expectancy. Such conditions may not have had any direct bearing on the deceased having died when he did, but may have altered his life expectancy had he *not* died when he did. Further explanation and guidance on this point is given at Questions 39-45.

Asthma (Questions 14-16)

14.1 The records you receive may be incomplete. If so you must decide if the evidence contained in the available records and the Deceased Mineworker's Claim Questionnaire is sufficient to enable you to make the necessary assessments on the balance of probabilities. If the evidence is insufficient to allow you to make some or all of the necessary assessments even on the balance of probabilities test then you should indicate this at 14(a), and go straight on to Question 17.

14.2 If you are able to answer the questions, then you are asked to investigate three issues: -

i) Did the deceased have asthma at the time of his death?
ii) Was he asthmatic during the period that included working in a British Coal mine ?
iii) If he was asthmatic when he worked in a British Coal mine, did he on the balance of probabilities suffer from exacerbation of asthma as a result of exposure to dust and/or fumes?

14.3 *You should note that your final decisions on these matters should be set out later in the Deceased Mineworkers MAP Medical Report, at Question 27*. In addition, if you believe that the deceased had asthma at the time of his death, you are also asked later at Question 34 to estimate the contribution that it made to his disability during the year prior to his death.

You should also note that asthma and COPD may coexist, and a diagnosis of asthma made later by you at Question 27 does not preclude a simultaneous diagnosis of COPD.

Question 14

Questions (a) (b) and (c) illustrate the sort of entries in the medical records which, for the purpose of this report, will lead you to consider a diagnosis of asthma. Note that the answers to at least one of 14(a), (b) or (c) should be "Yes" before you could consider diagnosing asthma and its exacerbation in Question 27 below.

Question 15

Questions (a) and (b) ask you to record whether the Claimant says that the deceased was of the view that the deceased's asthma was influenced by his work. If he was, you must review the records with the aim of answering Question (c) and thereafter

setting out your decision on the matter when you come to your conclusions in Question 27.

Question 16

16.1 At Question 16 you are asked to set out relevant entries relating to asthma in the records. As in Q 11 above, where you refer to a specific entry give its date, source and page reference. You are not, however, expected to list all relevant entries, which might run to many pages. You should summarise the sense of the records and the information they contain.

16.2 In order to conclude that asthma was exacerbated at work, there are some criteria which should be met:-

i) asthma must have been present at the relevant time. Refer to the Deceased Mineworker's Claim Questionnaire for a summary of when it has been suggested by the Claimant that the deceased was working in British Coal Corporation mines.

ii) there should be references in the records to support a causative link between asthma and his work. Records vary greatly in their quality and the extent of detail that they contain. You should also bear in mind that some people may be more disposed to attend their GP or take time off work than others, even with similar symptoms. You are accordingly expected to use your experience and judgment as a Respiratory Specialist when forming your view as to whether or not there is sufficient corroboration in the records to support a conclusion that during the period that included working the deceased had exacerbation of his asthma due to exposure to dust and/or fumes at work.

16.3 You will also place weight on the records according to their source and number. A single entry in a letter from a chest clinic stating that the deceased had asthma worsened by his work will obviously be regarded as very strong support for this contention. By contrast, a single entry simply recording wheeze will not be regarded as such strong support. A record that the deceased could not complete his shift because of the development of wheezing, particularly if there are several such entries, would be strong evidence in favour of work-exacerbated asthma. Similarly, clear improvement during holiday periods, or in periods when records indicate the man was not working at a British Coal Mine, support the diagnosis.

16.4 A broad interpretation should be placed upon the term "corroboration". You are asked to use your clinical judgment, keeping in mind the "balance of probabilities". Note again that there should be some objective evidence, in the form of documentation in the medical records, that the man had asthma at the relevant time and that it was exacerbated by his exposure to dust and/or fumes at work. What, in terms of documentation in the medical records, amounts to corroboration, is a matter for your judgment.

Smoking History (Questions 17-20)

17. At Question 17 you are required to list entries in the deceased's medical records relating to smoking. Follow the guidance for Questions 11 and Questions 16 above, but note that the number of entries is likely to be relatively small and it is less likely that you will need to summarise them.

18. The deceased's smoking history is set out in the Deceased Mineworker's Claim Questionnaire. It is important to check this against the medical records and if necessary use your response to Question 18 to amend the smoking history (eg years spent at a given level of smoking). There may be the results of an exhaled carbon monoxide level test in the medical records. A reading of more than 10ppm (or 2%) would suggest that the man was a smoker at that time.

19.1 At Question 19 you are required to make a broad assessment of the smoking history. The smoking categorisation set out in the report form has been agreed between the Parties, as has the guidance on cigars and pipe tobacco.

19.2 Question 19(b) asks you to summarise the basis upon which you have made your assessment.

20. If, in response to Question 18, you have assessed the smoking history as being different from that set out in the Deceased Mineworker's Claim Questionnaire, you should use Box 20 to explain why. In particular, you should pass comment if any record appears to contradict the eventual conclusion you have reached.

Deceased's Body Mass Index (Question 21)

If the medical records contain the deceased's BMI, you are required to enter details of the last such record. If there is no such record but height and weight are recorded, you should calculate the BMI at the date of last record of these details and enter the BMI in the box provided. The calculation is weight (kg) divided by height (in metres)^2

Chest X-Rays and CT Scans and ECG reports (Question 22)

You are asked to comment upon any relevant information in the records available to you regarding such investigations. X rays and scans will *not* routinely be provided. If you consider it is absolutely essential for you to see any chest X-rays or scans, you may request them at Question 10 and record your comments on them here.

Lung Function Test Results (Question 23)

23.1 These may include previous spirometry or lung function testing results

23.2 The presence of emphysema may be inferred from the characteristic flow-volume loop, hyperinflation and lowered KCO. Airways obstruction can be identified by reduced FEV1 and FEV1/VC ratio (<70%) or high RV/TLC ratio (>40%) or hyperinflation in excess of normal values. You should note that in the mining population epidemiological evidence shows that the FEV1/VC ratio may not be reduced in miners who show conclusive evidence of emphysema.

23.3 Any other causes of airways obstruction and additional lung disease (e.g. a restrictive defect) should also be noted if they exist. When reporting you should also establish that the lung function recordings are technically acceptable, and confirm that this is the case.

Diagnoses: Questions 24 to 33

Chronic Bronchitis (Question 24)

24.1 In the lead cases in the miner's lung disease claim, the Judge used the MRC definition, and said that it:

> "is a functional rather than disease based definition, with sputum production on most days for at least three months in the year for at least two consecutive years".

24.2. Note: to diagnose chronic bronchitis by the MRC definition, other conditions such as bronchiectasis, tuberculosis and asthma must be excluded though these conditions may co-exist with chronic bronchitis.

Please bear carefully in mind that chronic bronchitis and bronchiectasis may co-exist. If you come to a diagnosis of bronchiectasis in a deceased miner with a regular productive cough, this does not necessarily preclude you from concluding that chronic bronchitis was present as well.

Similarly, keep in mind that in some patients with bronchiectasis, this condition can cause or contribute to airways obstruction.

As with all other aspects of this process, you are asked to use your experience and clinical judgment based upon the information available to you.

24.3. You are asked to assess the claim to establish whether the deceased had symptoms which fulfil the criteria for the MRC definition of chronic bronchitis. Part of your role is, as set out in the qualification to the definition above, to satisfy yourself that the deceased had no other conditions causing similar symptoms. Bronchiectasis is likely to be the most common of these.

24.4. You will need to take into account your interpretation of the Deceased Mineworker's Claim Questionnaire; your review of the medical records and the details of the Employment History provided to you. The following paragraphs give guidance on some specific issues.

24.5. The questions in the Deceased Mineworker's Claim Questionnaire are designed to elicit the key features which must be established before a diagnosis of chronic bronchitis due to working in mines can be considered. You should keep the following points particularly in mind and may wish at this point to look again at the Deceased Mineworker's Claim Questionnaire.

Question 34 of Claim Questionnaire
The deceased must have had a cough which produced sputum during, or in very exceptional circumstances shortly after, the period when he was working in a British Coal mine.

Question 35 of Claim Questionnaire
This establishes whether the deceased was treated for his symptoms, although this is not an essential requirement.

Questions 36 and 37 of Claim Questionnaire
These questions are designed to establish whether the deceased's stated symptoms fulfil the MRC criteria in terms of frequency and duration of cough with sputum.

Question 38 of Claim Questionnaire
Note that it is **not** necessary to establish that the deceased had such problems at the date of his death in order to qualify for compensation for chronic bronchitis suffered during the period when he worked at a British Coal Mine.

Questions 39 and 40 of Claim Questionnaire
Haemoptysis is not a feature of chronic bronchitis. A response to this question which indicates more than a single isolated instance of haemoptysis should indicate the possibility of other conditions, particularly bronchiectasis, and may indicate the need for further investigation. Its presence may indicate that it, rather than chronic bronchitis, was the cause of any chronic cough documented in the records.

Question 41 of Claim Questionnaire
The questions in the Deceased Mineworker's Claim Questionnaire dealing with matters related to chronic bronchitis end at this point. Your opinion as to whether the deceased had chronic bronchitis should be based on this part of the Questionnaire and your review of the records.

24.6. The records, if available, will normally contain references to symptoms which can be interpreted as those of chronic bronchitis. However, there may be circumstances when even though there is no such evidence in the records, the Deceased Mineworker's Claim Questionnaire contains such a history that you form a clear view that the deceased had chronic bronchitis whilst working at a British Coal Mine.

Thus, you do *not* need to find corroboration in records to diagnose chronic bronchitis if in your clinical judgment the deceased had chronic bronchitis whilst working for the British Coal Corporation, *but in reaching your judgment you will of course bear in mind anything in the records which suggests that the deceased did not have chronic bronchitis.*

24.7. Similarly, if records are lost, whilst you should be careful about diagnosing chronic bronchitis on the reported symptoms alone, if you are satisfied in your

judgment that the deceased did have chronic bronchitis whilst working at a British Coal Mine you should say so.

24.8. If the deceased did not have chronic bronchitis whilst working at a British Coal Mine, he may nevertheless have developed it shortly thereafter. In very exceptional circumstances, there may be sufficient contemporaneous indication in the medical records that he developed it sufficiently closely to the end of this employment for it, on the balance of probabilities, to have been caused or contributed to by mine dust. If this in the case, you should record your finding at Question 24(b).

24.9. You are also required to assess whether the records contain entries suggestive of respiratory conditions other than chronic bronchitis which could have accounted for the deceased's symptoms, eg bronchiectasis. You should note that such conditions can co-exist with chronic bronchitis.

24.10. Records vary greatly in their quality and the extent of detail that they contain. You may also keep in mind that some men may be more disposed to attend their GP or take time off work than others, even with similar symptoms. You are accordingly expected to use your experience and judgment as a Respiratory Specialist when forming your view as to whether the records suggest that, whilst working at a British Coal Mine (or, in very exceptional circumstances, shortly after) the deceased had symptoms which would satisfy the MRC criteria for a diagnosis of chronic bronchitis. Further, the same experience and judgment should be used to form a view as to whether the deceased had other significant respiratory conditions.

24.11. Symptoms suggesting a diagnosis of chronic bronchitis would be the use of terms like the following recorded in the notes whilst working in a British Coal mine:

"Chronic bronchitis"
"Bronchitis"
"Cough and phlegm/sputum/spit"
"Productive cough"
"Acute exacerbation of chronic bronchitis

24.12. The list cannot be exhaustive. Repeated entries for "chesty cough" would be relevant, as would repeated prescriptions for expectorants, but entries stating "acute bronchitis" may not be relevant. You will also place weight on the records according to their source. A single entry in a letter from a chest clinic stating that the deceased had chronic bronchitis may carry more weight than numerous brief, unqualified, references to "cough". Records suggesting more than one absence from work due to a productive cough (in whatever terms it is described) may be regarded as strong evidence of significant chronic bronchitis, if there is no information to suggest other respiratory diagnoses.

24.13. There may be entries in the notes which suggest or confirm such other conditions. Amongst these will be:

i) A diagnosis of bronchiectasis or of asthma;
ii) Regular productive cough recorded before the commencement of employment at a British Coal Mine**,** and in particular episodes since childhood or teenage years, also suggest bronchiectasis or asthma;

iii) Recorded large quantities of sputum, or entries like "foul sputum" may suggest bronchiectasis;
iv) A history of known or suspected tuberculosis at some time may lead to the suspicion of later post-tuberculous bronchiectasis;
v) Chest X-ray reports suggesting bronchiectasis or scarring from old tuberculosis.

This list is not exhaustive and you are asked to use your judgment and experience.

24.14. You should keep in mind the principle that you are not asked to give either the deceased or conversely the DTI "the benefit of the doubt". You are asked whether, in your judgment and on the information available to you it is more likely than not (i.e. you are more than 50% sure) that the deceased did have chronic bronchitis when working at a British Coal Mine. Similarly, you are forming a view on the same balance of probabilities as to whether or not the deceased had other respiratory conditions which were wholly or partly responsible for a productive cough whilst working at a British Coal Mine (or, in very exceptional circumstances, shortly after).

COPD (Question 25)

25.1 At Question 25 you are required to conclude whether or not this condition was present by responding "Yes" or "No".

25.2 Note that in addition, a free-text box has been provided. It does *not* require filling in routinely. It should, however, be completed if you have concluded that COPD was *not* present despite the presence in the medical records of a diagnosis of COPD or related conditions, and you should briefly explain why you believe the entry in the medical records to be inaccurate. An example of this may be where a radiologist has used the term "emphysematous" to describe a chest X ray which appears hyperinflated, or has reported "chronic bronchitis" purely on radiological grounds. This box should also be used if you have concluded that COPD was not present despite a previous award of Industrial Disease benefit for PD D12 (chronic bronchitis and emphysema in miners).

25.3 The presence of asthma (Question 27) does not preclude a simultaneous diagnosis of COPD. Features which would point to such a situation would include previous medical records indicating significant response to bronchodilator (such that the criteria of asthma were fulfilled), but failure of the FEV1 to approach normal. You are asked to use your skill and judgment to the best of your professional ability in determining whether a combination of these conditions is present.

Other diagnoses

At Questions 26 to 32 you are asked to set out all other conditions which you believe to be relevant to the deceased's overall respiratory disability.

Pneumoconiosis (Question 26)

You are asked to state whether pneumoconiosis was diagnosed during the deceased's lifetime or at post-mortem examination. Identify the ILO category only if it is possible from the medical records presented to you. Simple pneumoconiosis is not disabling. However, in the presence of COPD conditions categories 2 or 3 could have a marginal impact on disability. The Parties have agreed how this will be dealt with; all you are asked to do is answer the questions.

Asthma (Question 27)

You are asked to consider whether the deceased had asthma at the time of his death or at other times in his life. If you consider that he did you must consider whether or not there is evidence that he suffered temporary exacerbation of his asthma due to his work at a British Coal mine. (See the guidance to Questions 14-16 and your answer to Question 16). Note again that a diagnosis of asthma does not preclude a simultaneous diagnosis of COPD. See the notes to Question 25 for guidance on this point.

Cor Pulmonale caused or contributed to by COPD (Question 28)

You are asked to state whether the deceased suffered cor pulmonale caused or contributed by COPD.

Other Heart Disease (Question 29)

You are asked to state whether the deceased suffered from other heart disease, not caused by COPD, which impacted on his breathlessness.

If such disease was present, you are asked to specify it in the box provided.

Obesity (Question 30)

30.1 You are required to consider the effect of obesity if the requisite information is available in the medical records. The WHO categorises "degrees of overweight" as grade I, II or III for BMI ranges of 25.0-29.9, 30-39.9 and 40 or greater, respectively.

Grade I overweight (BMI 25.0-29.9) will not in general influence FEV1 or other lung function measurements and will not normally give rise to a disability.

Grade II overweight (obesity; BMI 30.0 - 39.9) may reduce FEV1 by up to 10% or more below predicted values. Obesity reduces the FVC in proportion, so the FEV1/FVC ratio is not reduced below predicted values.

Grade III overweight (morbid obesity; BMI 40.0 or more) may reduce FEV1 by up to 20% or more. Again, FEV1/FVC ratio is unaffected.

Grade II and III overweight should be taken into account in assessing disability at Questions 34, 47 and 48 but you should note that this is essentially a matter of clinical judgment.

30.2 If oral corticosteroid treatment was being administered to the deceased *as a result of his COPD,* you should bear this in mind when you assess his Respiratory Disability that such treatment may contribute towards obesity. If, in your judgment, he was obese because he was receiving steroids for COPD then any disability which you attribute to obesity should be included in your assessment of disability caused by COPD in Question 34(b).

Musculo-skeletal and/or other co-morbid conditions (Questions 31 – 33)

You are required to identify any musculo-skeletal and/or other co-morbid conditions that contributed to the deceased's overall disability (Question 31 and Question 32) and any which may have been present but not impacting on the deceased's respiratory disability (Question 33).

Assessment of the Extent and Component parts of Respiratory Disability (Question 34)

34.1. Respiratory disability has been defined by the World Health Organisation as a reduction in exercise capacity secondary to impaired lung function. The resulting social and occupational disadvantage is designated handicap.

34.2. You are asked to rate the deceased's respiratory disability relative to a healthy man of similar age averaged over the year prior to his death. The reason you are asked to record the average disability over the year prior to death is that a record of the disability immediately prior to or at death would be misleading in relation to the true cause and effect of disability during life.

34.3. Measurements of lung function are a guide, but only a guide, to respiratory disability. Other factors, including the starting level of lung function when fit, the customary level of activity when well, other physical illnesses and psychological reaction to illness, all influence the degree to which a given level of lung function impairment will cause disability in an individual. Where evidence of the lung function impairment exists, this should therefore be taken into account in assessing disability but cannot be the sole determinant of the assessed disability.

If the absence of all or part of the medical records prevents you from completing an assessment of respiratory disability which you consider, on the balance of probabilities, is correct you must nevertheless complete the assessment on the basis of such records that are available to you and the information provided in the Deceased Mineworker's Claim Questionnaire. The Parties have agreed a formula for reducing damages in such cases.

34.4. The European Society for Clinical Respiratory Physiology has formulated a rating scale for impairment of respiratory function which is shown in simplified form in the table below. You may use this to guide you towards the range into which you might expect the deceased's disability to fall, whilst keeping carefully in mind the distinction between impairment measured at lung function testing (if it was performed) and actual disability in terms of reduction of exercise capacity.

Impairment of Lung Function

Mild	FEV1 or FVC or TLCO < 80% predicted or FEV1/FVC < 70%
Moderate	FEV1 or FVC or TLCO < 60% predicted or FEV1/FVC < 60%
Severe	FEV1 or TLCO<40% predicted or FVC< 50% predicted or FEV1/FVC<50%

Note: these categories describe respiratory impairment due to any cause, not simply COPD.

34.6 In assessing respiratory disability you should take into account the reported limitation of exercise capacity, including information from the Deceased Mineworker's Claim Questionnaire, death certificate, post mortem report and medical records. You should consider whether the claimed respiratory disability is consistent with the lung function impairment (if measured) and other disease(s) contributing to disability. Particular weight should be given to the objective evidence.

A guideline to the assessment of disability is as follows:

The Respiratory Disability Rating Scale

All assessments should be based upon comparison with a healthy man of a similar age.

Disability Score	***Symptoms***	***Lung function impairment****
0%	Not breathless on exercise	None
10%	Breathless on prolonged or heavy exertion	Mild
20%	Breathless on walking uphill or climbing stairs or on hurrying on level ground	Mild
30%	Breathless at normal pace for age walking on level ground	Moderate
40%	Breathless on walking 100 yards or climbing one flight of stairs at a normal pace	Moderate
50%	Breathless on walking 100 yards at a slow pace or climbing one flight of stairs at a slow pace	Moderate

Disability Score	*Symptoms*	*Lung function impairment* *
60%	Breathlessness prevents walking 100 yards at a slow pace without stopping or climbing one flight of stairs without stopping	Severe
70%	Breathlessness prevents activity outside the home without assistance or supervision	Severe
80%	Breathlessness limits activities to within the home	Severe
90%	Able to walk only a few steps because of breathlessness	Severe
100%	Bed and chair bound, totally dependent on carers because of breathlessness	Severe

***Impairment** - see para 34.4 of the guidance to this Question.

Note: These categories describe respiratory impairment due to any cause, not only COPD.

The effects of non-cardiorespiratory co-morbid conditions on disability and impairment

34.7. Keep in mind the difference between impairment of lung function and the disability resulting from that impairment. In order to have any respiratory disability assessed the deceased must have experienced some breathlessness. If, for example, the deceased had mild lung function impairment but was chair and bedbound due to severe arthritis so that he was never able to take enough exercise to experience breathlessness, he would not be assessed as having had any respiratory disability.

Similarly, the man may have been mobile to some extent, but the musculoskeletal disorder was the limiting factor to his mobility, and at that level of mobility he had no breathlessness. Again, he will be assessed as having had no respiratory disability even if he had some lung function impairment demonstrable on measurements of FEV1, if performed.

34.8 The above are likely to be very uncommon scenarios. Much more likely is the man who was limited jointly by his breathlessness and his musculoskeletal disorder. In such a case, the extra effort involved in moving about with his musculoskeletal problems was likely to have made him more breathless than would otherwise be the

case. An example may help show how you should approach the assessment of such a case.

A man had osteoarthritis of the hip. He limped, and walked with a stick, and was breathless to the extent that he was unable to walk 100 yards at a slow pace without stopping, or unable to climb one flight of stairs without stopping. You would refer to the Table above and see that his respiratory disability would be assessed at 60%.

You would then form a judgment as to what his exercise capacity would have been had he not had the added difficulty of limping due to his osteoarthritic hip. You might judge that, with a normal hip, he would have managed the 100 yards or the flight of stairs at a slow pace. Reference to the Table above would consequently suggest a respiratory disability of 50%. Remember that you may be assisted in forming your judgment of what his disability might have been by looking at the lung function impairment; the Table suggests that you would probably only expect 60% disability if his lung function impairment was severe. If this man had only moderate lung function impairment, this would support your judgment that his respiratory disability would have been less if it were not for his hip.

You thus assess that his respiratory disability was 60%, but you are able to make the assessment that it would only have been 50% if it were not for his hip. In such a case, you would assess that his respiratory disability was 60% in total, 50% due to primarily respiratory disorders, and 10% due to disorders that were primarily non-pulmonary – in this particular case, osteoarthritis of the hip.

34.9 It is, of course, fully understood and accepted that, as with some other aspects of this process, the calculations you are being asked to make may seem artificial, and unlike those which are part of your everyday practice as a Respiratory Specialist. They are, however, an important part of the legal process needed for fair assessment and apportionment of compensation. You are asked to use your skill and clinical judgment, to do the best you can, and answer Question 34.

34.10 At Question 34(a) you are required to arrive at a percentage total respiratory disability irrespective of its cause. In particular, note that the effect of smoking must be included at this stage of the assessment and will be dealt with when processing the claim according to a formula agreed between the Parties.

34.11 At Question 34 (b) you are required to assess the percentage respiratory disability attributable to COPD. Paragraphs 34.3 to 34.6 should assist.

34.12 At Question 34(c) you are required to assess the percentage respiratory disability due to PMF, if any.

34.13 At Question 34(d) you are required to assess the percentage respiratory disability due to all other causes which should be specified in the box set out below this question.

34.14 Take care that you express the percentages in an unambiguous way. For example:

You may have an individual whom you consider to have a 60% overall disability and your assessment is that half of this is due to COPD. Box (a) should be 60%, box (b) should be 30% to reflect the fact that half the 60% is due to COPD. You should not, in this example, put 50% in this box.

The total respiratory disability score at 34(a) should therefore be the sum of all the elements of disability as set out at 34(b), (c) and (d).

Notes:

i). you are required to treat asthma which contributed to the deceased's overall respiratory disability as a co-morbid condition to be taken into account at 34(d);

ii). if there is disability due to cor pulmonale caused by COPD, this is to be counted as disability due to COPD, whilst in the event of cor pulmonale due to other causes or other heart disease being present this is to be treated as a co-morbid condition;

iii). simple pneumoconiosis is addressed in the guidance to Question 26 above. Only PMF should be taken into account in assessing overall respiratory disability.

iv). do not apportion COPD between smoking and other causes as this will be dealt with later in the claims handling process.

Cause of Death (Questions 35 - 38)

Question 35

You are required to state whether COPD caused or materially contributed to death. This is a matter for your clinical judgement, but the presence of one of the following entries, in part 1 of the Death Certificate would normally indicate that COPD caused or contributed to death:

1. Emphysema
2. Chronic Obstructive Airways Disease
3. Chronic Obstructive Lung Disease
4. Chronic Airways Disease
5. Chronic Airflow Limitation

6. Chronic Airflow Obstruction

7. Chronic Bronchitis

8. Chronic Obstructive Pulmonary Disease.

Provided that: (a) no other cause is mentioned in Part 1 which puts this into question, for example lung cancer;

(b) there is nothing in Part 2 of the Death Certificate which casts doubt on one of these eight descriptors having caused or materially contributed to the death;

(c) there is nothing in the Post Mortem Report and/or medical records which casts doubt on one of these eight descriptors having caused or materially contributed to the death.

Questions 36 - 38

You are also required to state whether pneumoconiosis, asbestos related conditions and silicosis caused or materially contributed to the death.

In the box below Question 38 you should give reasons if any of your answers to Questions 35 – 38 differ from those which might be expected from the death certificate.

Life Expectancy (Questions 39 - 45)

Question 39 asks for the deceased's age at death.

Question 40a) asks for the average life expectancy for a man at the age at which the deceased died. You will obtain this information by referring to Table A. This has been provided by the Government Actuary

Table A – average male life expectancy

Age (Yrs)	Life Expectancy (Yrs)	Age (Yrs)	Life Expectancy (Yrs)
45	36	76	9
46	35	77	9
47	34	78	8
48	33	79	8
49	32	80	7
50	31	81	7
51	30	82	6
52	29	83	6
53	28	84	6

Age (Yrs)	Life Expectancy (Yrs)	Age (Yrs)	Life Expectancy (Yrs)
54	27	85	5
55	26	86	5
56	25	87	5
57	24	88	4
58	23	89	4
59	22	90	4
60	22	91	4
61	21	92	3
62	20	93	3
63	19	94	3
64	18	95	3
65	17	96	2
66	17	97	2
67	16	98	2
68	15	99	2
69	14	100	2
70	13	101	2
71	13	102	2
72	12	103	1
73	11	104	1
74	11	105	1
75	10		

At Question 40(b) you should adjust your figure for average life expectancy to take account of the smoking history of the deceased. *Add* one year at 40(b) if the deceased was a life-long non smoker. *Subtract* one year at 40(b) if he had smoked in the last 10 years before his death.

Questions 41 to 45 explore the possibility that conditions other than COPD may have had an effect on the deceased's life expectancy:-

Question 41 asks whether there were any such other conditions. If the answer is "no", then Question 42 simply asks by how much COPD shortened his life. This will be the same as your answer to Question 40(b) *ie* it will be what his life expectancy would have been had he not died from COPD. Go straight on now to Question 47.

If there *were* any other relevant conditions impacting upon life expectancy (*ie* you answered "yes" to Question 41, then this needs investigating in more detail.

First, go to Question 43 and list the conditions which you believe had an impact upon life expectancy. Note that you should include here conditions which may have impacted on life expectancy *even though they did not contribute to the death*. For example, a man may have died from COPD, and also have had a carcinoma of the colon. The carcinoma did not contribute to his death, but may have reduced his life expectancy had he not died from COPD.

At Question 44 you are asked by how much these other conditions would have been likely to shorten his life expectancy even had he not had COPD. Detailed guidance as to how to do this is set out below. Having given your estimate at 44(a) as to how much his life expectancy would have been shortened, you can refer to Question 39 and 40 to estimate, at Question 44(b) his probable age at death had he not died from COPD.

Finally, Question 45 asks how much COPD is likely to have shortened the life of this man whose life expectancy was in any case shortened by the conditions you have considered in Question 43 and 44. You can calculate it simply by subtracting the age at *actual* death given in Question 39 from the age at *probable* death (had he not had COPD) given in 44(b).

The above instructions may appear complex, but after working through one or two examples with the questions themselves then the principles of the exercise should be clear.

The practice, rather than the principles, involves estimating the actual impact that various conditions may have upon life expectancy, and detailed guidance on this is now given.

Guidance on estimation of reductions in life expectancy.

Note carefully that life expectancy tables are based on observation of actual populations of men. The “average” life expectancy is the expectancy averaged over the whole population, which will naturally include men with significant illnesses, as well as those in better than average health. It also includes both smokers and non-smokers, which is why the adjustments you have made to take account of smoking history in 41(b) above are modest compared with the difference there would be between an entire population of smokers and an entire population of non-smokers.

Thus, the *mere fact* of being a smoker will already have led you to make a 1 year reduction in life expectancy at Question 40; you should make no *further* reduction at Question 41 simply because the deceased has smoked in the last 10 years. You will, however, take due account if the deceased has suffered *consequences* of smoking, which may well lead to your assessing his life expectancy as being reduced. However, the average includes smokers who have also suffered the consequences of their smoking.

Note also that you are comparing the deceased with an average population, not with a hypothetically fully healthy, non smoking population. This is important, particularly when dealing with more elderly miners. In such individuals, a number of past medical illnesses and current conditions of only moderate degree may not have made them significantly below the average in terms of life expectancy. On the other hand, severe COPD, heart disease, or a history of malignancy would be very likely to reduce life expectancy below the average.

Assessment of the probable reduction in life expectancy must be carried out in two stages. First, by estimating “excess mortality” as set out below and then using this to calculate the loss of life expectancy.

In the convention used to calculate life expectancy, a standard expectation of mortality is referred to as "100" or "100%". The excess mortality expected as a result of some medical condition is usually expressed as a percentage above the standard mortality for the population of that age. Thus, if a condition is expected to double mortality in a population with that condition over the average population, then the mortality rate is described as "+ 100" to signify an extra 100% risk of mortality on top of the standard. Other less serious conditions might lead to a rating of "+ 50", whilst more serious conditions might lead to an additional rating of "+ 150" or more.

Table B, shows the reduction in life expectancy to which these excess mortalities approximate. The table shows that at age 75, for instance, a man with an excess mortality of +100 will have had a reduction in life expectancy below the average of approximately 3 years.

Table B: **Conversion of excess mortality to reduction in life expectancy (in years)**

	Excess Mortality					
	Plus 50	Plus 100	Plus 150	Plus 200	Plus 300	Plus 400
Age						
45	-4	-6	-8	-10	-12	-14
50	-4	-6	-8	-10	-12	-13
55	-3	-6	-7	-8	-10	-12
60	-3	-5	-7	-8	-10	-11
65	-3	-4	-6	-7	-8	-9
70	-3	-4	-5	-6	-7	-8
75	-2	-3	-4	-5	-6	-6
80	-2	-3	-4	-4	-5	-5
85	-1	-2	-3	-3	-4	-4
90	-1	-2	-3	-3	-3	-3

Set out below is guidance as to the excess mortality associated with the most common conditions that you will encounter when reviewing the cases of deceased miners**.** When using this guidance and applying it to Table B above, you will need to interpolate between ages, and to use your clinical experience and judgment as to whether an individual fell towards the higher or the lower end of a range of expected mortality given for a specific condition. Further, there will clearly be conditions which

are not included in these guidance notes. You are asked to exercise your clinical experience and judgment, helped where possible by this guidance, to come to a fair assessment of what the individual's life expectancy would have been had he not had COPD.

In making your assessments, note carefully the following:

Any condition relevant to the calculation of life expectancy should be included, even if it was not counting as a co-morbidity in terms of contribution to disability and/or was not directly associated with his death. For instance, an individual may have had a myocardial infarction, but have been asymptomatic, without angina or any cardiac failure, at the time of his death. Coronary artery disease is thus not a co-morbidity for the purposes of this medical assessment process, because it was not contributing to disability in the period leading up to death, and did not contribute directly to the death. It may well, however, have had an influence upon the man's life expectancy had he not died from COPD, and needs to be taken into account in these calculations.

Increased mortality is, in general terms, additive. For instance, if a Deceased had an excess mortality of +100 attributable to coronary artery disease, and an excess mortality of + 200 due to prostatic cancer, then his excess mortality was + 300, and this is the figure which should be used in Table B.

This additive calculation is appropriate when a condition (such as coronary artery disease or prostatic cancer) might or might not have caused problems for a man during his remaining life had he not died from COPD. Your excess mortality calculations are estimating the probabilities that such will (or will not occur).

If, however, there was a serious and *inevitably* life limiting co-existing condition this is the only one you need take into account. Consider a man who died from COPD at 70, at which the average life expectancy is 13 years. He had moderate coronary artery disease and a carcinoma of the stomach. You estimate that the carcinoma of the stomach would probably have been fatal in 6 months. The coronary artery disease is irrelevant, and you simply estimate his reduction in life expectancy due to COPD at 6 months.

Guidance is now given as to the excess mortality associated with some specific medical conditions.

Weight

i) A raised body mass index is not predictive of increased mortality in the 65-85 age group. Below 65 it may be associated with increased risks, which will often be manifest in terms of known hypertension or coronary artery disease and the consequent calculations in terms of reductions of life expectancy should be made in accordance with the guidelines set out below. In individuals who do not show any of these complications, you should not deduct more than one year from the average life expectancy in an individual with a body mass index (BMI) over 30. For a lower BMI no deductions should be made.

Pneumoconiosis

ii) Simple pneumoconiosis does not reduce life expectancy. Progressive massive fibrosis will lead to increased mortality, and you are asked to use your clinical judgment according to the severity of the lung function impairment: you may use Table E (which is primarily for COPD) if you need guidance as to the probable scale of reduction.

Hypertension

iii) It is the actual value of blood pressure which predicts mortality whether this value is achieved with or without treatment. In general, hypertensives who had been stable and well controlled on treatment for more than 3 years should not be given an excess mortality rating. In those who were poorly controlled, there is an excess mortality. You should refer to Table C when assessing this extra mortality. You will see that this contains excess mortality figures depending upon the systolic and diastolic pressures, and taking into account the man's age. You should use a blood pressure reading which you believe to be representative of the man's general level of control of hypertension.

Table C: Blood pressure ratings for male lives

		Systolic Pressure (mm Hg)													
Diastolic (5^{th} phase)		136	141	140	151	150	161	166	171	176	181	186	191	196	201
		|	|	|	|	|	|	|	|	|	|	|	|	|	|
Pressure (mm Hg)	***Age***	140	140	150	155	160	165	170	175	180	185	190	195	200	210
85	Under 40	0	0	0	10	25	45	60	85	110	136	165	196	255	335
	40-49	0	0	0	0	0	20	40	60	80	100	125	160	215	300
	50-59	0	0	0	0	0	0	20	40	60	80	100	130	190	270
	60-64	0	0	0	0	0	0	0	15	30	50	70	100	160	255
	65-69	0	0	0	0	0	0	0	0	15	25	40	60	95	140
90	Under 40	0	10	20	30	45	65	85	105	130	160	190	225	275	340
	40-49	0	0	0	10	20	35	50	70	90	110	135	175	230	305
	50-59	0	0	0	0	0	15	30	50	70	90	110	145	195	275
	60-64	0	0	0	0	0	0	15	30	50	70	95	120	170	235
	65-69	0	0	0	0	0	0	0	15	25	40	55	75	100	140

		Systolic Pressure (mm Hg)													
95	Under 40	25	30	40	50	60	80	100	120	140	170	200	240	285	345
	40-49	0	10	15	25	35	45	60	80	100	120	150	190	240	310
	50-59	0	0	0	0	15	25	40	60	80	100	125	155	205	280
	60-64	0	0	0	0	0	15	25	40	60	80	105	135	180	235
	65-69	0	0	0	0	0	0	15	20	35	45	65	80	105	140
100	Under 40	55	60	65	75	85	100	115	135	160	190	220	260	300	350
	40-49	40	40	45	50	60	70	85	105	125	145	170	200	255	315
	50-59	20	25	30	35	40	50	60	75	90	115	145	180	220	285
	60-64	10	15	20	25	30	35	40	50	70	90	115	150	190	240
	65-69	0	0	10	15	15	20	25	30	40	50	70	90	110	145
105	Under 40			105	110	120	130	145	165	185	210	240	275	310	355
	40-49			90	95	100	105	115	125	140	160	185	220	270	325
	50-59			80	85	90	95	100	105	115	135	165	195	240	290
	60-64			60	60	60	60	60	70	80	100	125	160	195	245
	65-69			35	35	35	35	35	40	50	60	75	95	115	145
110	Under 40				170	175	180	195	215	235	260	280	300	330	365
	40-49				145	145	150	160	175	190	210	230	260	290	330
	50-59				135	135	135	135	145	160	175	195	220	260	305
	60-64				100	100	100	110	120	130	145	160	180	210	250
	65-69				55	55	60	65	70	75	85	95	105	125	150
115	Under 40					260	260	265	275	285	295	310	325	345	370
	40-49					225	225	225	240	255	270	285	300	315	335
	50-59					195	195	200	215	230	245	260	275	290	315
	60-64					150	150	160	170	180	190	205	220	240	260
	65-69					90	90	95	100	105	110	120	130	145	160
120	Under 40						285	285	295	305	320	335	350	365	380

		Systolic Pressure (mm Hg)								
	40-49	260	265	270	280	290	300	310	325	350
	50-59	245	250	260	270	280	290	300	315	330
	60-64	215	215	220	225	230	240	250	260	270
	65-69	130	130	130	135	140	145	150	155	160

Diabetes

iv) For well controlled Type 2 diabetes in the elderly, there should be no extra rating, provided that no complications of diabetes were known to be present. For sub-optimal control, a rating of +50 should be given, and for poor control a rating of +100. The presence of one complication such as proteinuria or retinopathy should increase the rating by a further +50, and two or more complications by a further +100 to +150, depending upon the severity of the complication.

Ischaemic heart disease

v) These recommendations are simplified from data in Medical Selection of Life Risks by Brackenridge and Elder. Depending upon the information which you have available, use Tables D1, D2, or D3 to allocate the deceased to a grade of severity. Use Table D1 if coronary arteriography was performed, but the deceased had not undergone coronary intervention. Use Table D2 if the deceased had angina at the time of his death, but had not undergone coronary arteriography. Use Table D3 if there was a history of infarction, but the deceased did not have angina at the time of his death. Then use Table D4 to read off the additional mortality associated with this grade, taking account of the deceased's age at the time of his death. If the deceased had undergone coronary artery surgery or angioplasty you can go straight to Table D5 to read off the additional mortality.

Table D1: The Duke index for coronary disease severity

Extent of coronary disease	***Grade***
Any stenosis < 50%	Very Mild
1 vessel disease 50-94%	Mild
1 vessel disease 95% or more	Moderate
2 vessel disease 50% or more but not proximal LAD	Moderate
2 vessel disease including LAD 95% or more	Severe
3 vessel disease 50% or more	Severe
3 vessel disease including proximal LAD 75% or more	Very severe
Left main coronary artery 50% or more	Very severe

Table D2: Clinical assessment of coronary disease grade for men who had angina at the time of their death.

Note:

(a) The deceased should be graded according to the prognostic factor which gives the highest grade;

(b) a past history of infarction moves the deceased up one grade from the maximum given by the prognostic factors.

	Grade				
Prognostic factor	***Very mild***	***Mild***	***Moderate***	***Severe***	***Very severe***
Angina class	None on ordinary activity	None on ordinary activity	On walking uphill or 200m on flat	On walking 100m on flat	On any exertion
Resting ECG	Normal	Minor T changes	T and ST changes	ST depression	ST depression
Exercise ECG	Negative	Negative	Positive	Positive	Positive

Table D3: Clinical assessment of coronary disease grade for men with previous infarction but no angina at the time of their death.

	Grade				
Prognostic factor	***Very mild***	***Mild***	***Moderate***	***Severe***	***Very severe***
Resting ECG	Normal	Inferolateral Q	Anterior Q	Anterior Q + ST changes	Inferior and anterior changes
Thallium scan defects	Minimal	Minor	Major	Major	Several
LV ejection fraction	>55	50-54	45-49	40-44	<40

Table D4: Additional mortality according to grade of coronary disease in relation to age

	Grade				
Age	***Very mild***	***Mild***	***Moderate***	***Severe***	***Very severe***
45 – 54	+150	+250	+400	+650	+900
55 – 64	+25	+75	+150	+275	+400
65 or over	+0	+0	+0	+50	+100

Table D5: Additional mortality in men who had undergone coronary artery bypass surgery or angioplasty

	Age at onset of symptoms		
No. of vessels subjected to intervention	*35-45*	*46-55*	*>55*
One	+150	+100	+75
Two	+250	+150	+100
Three	+300	+200	+150

Cancer

vi) The effect of cancer on life expectancy will depend upon the site, the clinical stage and the treatment received. A judgment must be made on the basis of these factors in the individual case. Detailed guidance cannot be given here.

Cessation of work (Question 46)

46.1 This question deals with the factors which led to the Deceased mineworker giving up work in the mining industry: He may have retired at the normal age, or may have left earlier than this time. You need not concern yourself with what was the normal retirement age, which changed from time to time. If earlier, this may or may not have been on health grounds. Such health grounds may have been respiratory, non-respiratory, or a combination of the two. If a combination, one or other may have been the dominant factor.

The question is designed to enable the parties to understand your professional judgment on these issues.

46.2 Q46 (a) asks for the year in which the man left the mining industry, and his age at that time.

46.3 Q46 (b) asks if he had any non-respiratory disabling conditions at that time. Examples might be heart disease, musculo-skeletal problems or the consequences of injuries. If the answer to this question is No then you should go straight to Question 47 without answering the remainder of Question 46.

46.4 Q46 (c) asks whether any such non-respiratory disability contributed in any way to him giving up work: it may or may not have been a relevant factor. If your judgment is that it was not, then answer No and go straight on to Question 47 without answering the remainder of Question 46.

46.5 If you have reached Q 46 (d) this implies that you believe that, at the time of leaving the mining industry, the man had a non-respiratory disabling condition which contributed in some way to his giving up work in that industry. You are now asked to assess its relevance in his decision to give up relative to any respiratory disabling condition which may have been present.

There might not have been any disabling respiratory condition at the time the man left work. If this is the case, then you will tick box 46 (d) (i). You will also tick this box if there was a disabling respiratory condition, but it was irrelevant to his giving up work. An extreme example will illustrate this: A man had a minor respiratory disability, and a job which from the respiratory point of view he was able to manage. He lost a leg in a pit accident, and had to leave the industry. You will tick box 46 (d) (i).

On the other hand, there may have been a disabling respiratory condition present at the same time which, in your judgment, was a contributory factor to the deceased mineworker leaving the mining industry when he did. In this case, you will tick one of boxes 46 (d) (ii) – (v). These ask for your views on the relative importance of the non-respiratory and the respiratory conditions and their relative contributions to the man having left the mining industry when he did.

Finally, you are asked to specify the non-respiratory disabling conditions that you have considered in your answer to this question. Refer to the source (including page number, if applicable) and date of the information upon which you have based your view.

Assessment of Past Respiratory Disability (Questions 47 and 48)

At Question 34, you have assessed the deceased's total respiratory disability and his disability due to COPD, averaged over the year prior to his death. These may or may not be the same, depending upon whether co-morbid conditions contributing to disability were present.

You are now required to give your opinion upon the development of that disability from its commencement up until the time of the death of the deceased miner.

It is appreciated that this is a difficult exercise but it is essential to enable proper compensation You also have the reassurance that anomalous results or awards can be dealt with via the Disputes Procedure.

At Question 47, you will complete the grid for total respiratory disability.

At Question 48, you will complete the grid for disability due to COPD alone. As noted, the figures you fill in here will be identical to those in Question 47 if COPD alone was present with no co-morbid conditions. If co-morbid conditions were present and contributing to respiratory disability, then the figures you enter in Question 48 will be different from those in Question 47.

The following approach should be used for Question 47.

Enter the deceased's age at the time of death in the top right hand box.

Consider now his total respiratory disability averaged over the year up to his death. What year do you estimate he reached that level of disability? Fill the year in against the appropriate level of disability, and then fill in the appropriate age next to it.

The following examples are based on a form filled in for a man who died at the age of 75 during the year 2002.

If you have assessed his total disability over the last year at 70% and he reached that level in 2001 the grid would look like this:

Total Respiratory Disability	Year disability was reached	Age
10%		
20%		
30%		
40%		
50%		
60%		
70%	2001	74
80%		
90%		
100%		

Deceased's age at death
75

Next, estimate when the man would have been likely to have reached the percentage levels of respiratory disability indicated in the column headed "Total Respiratory Disability" up to that present during the year of his death. Enter these estimates in the column headed "Year" opposite the appropriate level of Disability.

The records may suggest that the onset of breathlessness on heavy exertion was in about 1982, and that he was breathless walking at a normal pace for his age on level ground in about 1990. Reference to the disability rating scale above would help you to fill in the grid like this

Total Respiratory Disability	Year disability was reached	Age
10%	1982	56
20%		
30%	1990	64
40%		
50%		
60%		
70%	2000	74
80%		
90%		
100%		

Deceased's age at death
75

You would then go on to interpolate between these figures as best you can with any additional clues from the records.

Total Respiratory Disability	Year disability was reached	Age
10%	1982	56
20%	1986	60
30%	1990	64
40%	1994	68
50%	1996	70
60%	1998	72
70%	2000	74
80%		
90%		
100%		

Deceased's age at death
75

You should take very careful note of the following:

Disability as determined in this process may or may not have reached 100% by the time of death, even in claimants in whom COPD was the cause of death. You will, for instance, be familiar with patients you have encountered who had moderate to severe COPD, but retained reasonable mobility until an acute exacerbation led to their death in hospital after a period of 100% disability which might have been only days long.

Note also that the Medical Reference Panel has advised that it would be improbable that a claimant could survive at 100% disability for more than three years, and in the great majority of cases claimants will spend much less than this time at 100% respiratory disability. You are reminded that 100% disability means: "*Bed and chair bound, totally dependent on carers because of breathlessness".*

Question 48

This part of the MAP Medical Report contains a similar grid but this time deals only with the COPD element of respiratory disability. You should consider and complete it in the same manner.

Any differences between this column and the previous one will reflect the inter-relationship and possible different progression rates of the COPD and co-morbid elements making up the total respiratory disability.

It is appreciated that completing the Grid in Question 47 was a very difficult exercise and that in Question 48 is more difficult still. It is, however, an essential part of the proper assessment of compensation and must be attempted.

You are also provided with a box for you to enter any comments which may enable the parties to understand how you reached your judgment and assist in any Disputes Procedure discussions.

Question 49

You are provided with a box for you to enter any comments which may enable the parties to understand how you reached your judgment and assist in any Disputes Procedure discussions. This box is of particular importance where there have been apparently unusual disease progressions, such as long periods of stability or sudden deteriorations.

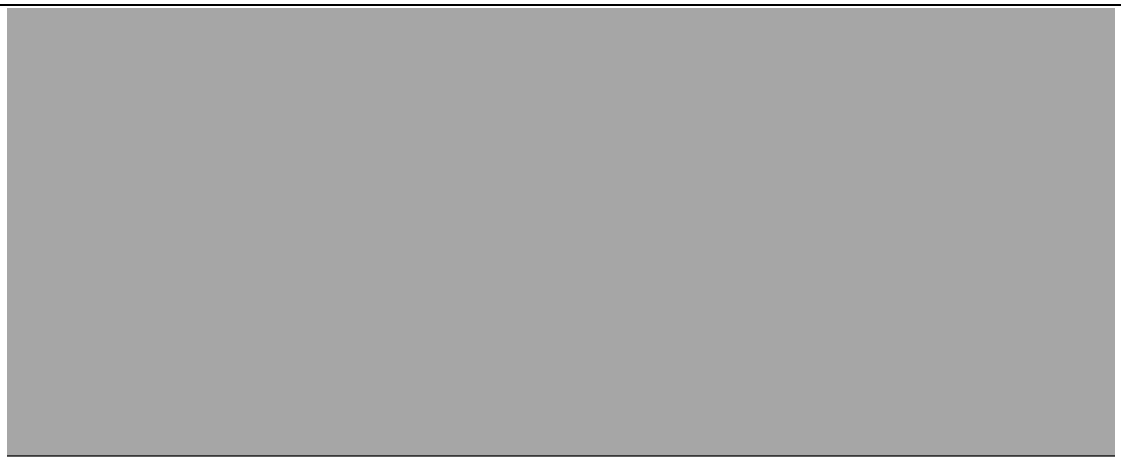
There may even be instances where disability *lessened* with time: examples might be where previously undiagnosed asthma was recognised and effectively treated, or where medical or surgical interventions led to improvements in cardiac function. In such cases, amend the left column (% disability) of the grid by hand, and enter your explanatory note here at box 50 Obviously, cases which fall into this category will almost invariably only need adjustment of the grid for *total* disability (at Question 47) rather than disability due to COPD (at Question 48).

Declaration

You are required to complete and sign the declaration at the end of the report and forward your report as directed on that page.

SCHEDULE 8 PART II

ANNEX 4b



Mineworkers' Respiratory Disease Claim

MAP Medical Report Form

Deceased Mineworkers

2ND EDITION (AMENDMENT 4 16 DECEMBER 2004)

Mineworkers' Respiratory Disease Claim

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Do not start assessment without the Death Certificate
Please complete this page in Capital Letters

For completion by MAP Assessment Administrator only

Has the MAP been Medically QC'd?	Yes	No

If **Yes**, Name: Reference: Date:

Has QC resulted in changes to the MAP report?	Yes	No
If **Yes**, please complete comments box below		

IRISC Reference:

Solicitor's Reference:

Administrative Details

1. Miner's Surname:
   First Name(s):
   Date of Birth: day month year
   Date of Death: day month year
   National Insurance Number:

Claimant's Details

2. Surname: First Name(s):
   Date of Birth: day month year
   Relationship with deceased
   Address
   Post Code

Respiratory Specialist's Details

3. Date of Report:
   Name of Respiratory Specialist:
   Respiratory Specialist's Reference:

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

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Medical Records	Yes	No
4. Death Certificate seen? **The MAP assessment cannot be completed without the Death Certificate** (This will always be provided)		
5. Post Mortem Report seen? (This will always be provided where there has been a Post Mortem Report, unless lost or destroyed)		
6. GP/HA records seen? (These will always be provided unless lost or destroyed)		
7. British Coal medical records seen? (These will always be provided unless lost or destroyed)		
8. DSS records seen? (These will be provided if the deceased made a claim for benefits and if the records can be traced)		
9. Hospital records seen?		

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

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Medical Records (*continued*)

Hospital/GP records provided

GP	Records		Seen (Tick)
	From	To	

Hospital	Records		Seen (Tick)
	From	To	

Additional records requested

10. You may request further records, provided that you are satisfied that they are properly required and have good reason to believe that they exist. *Please refer to the notes on page 4 of the form about those documents which are always provided if available.*

Details of Records	Date requested	Seen (Tick)

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

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Relevant entries in the medical records (during his lifetime)

11. Set these out below (other than for asthma and smoking). Where there are many entries this need not be exhaustive, but those which you quote should identify relevant medical conditons and symptoms and fairly represent the records as a whole. If you feel particular records are important in reaching your judgment these must be recorded.

Note:
i) relevant entries in respect of asthma are to be set out in answer to Question 16;
ii) relevant entries in respect of smoking are to be set out in answer to Question 17.

Date (d/m/y)	Source and Page ref.	Substance of Entry

Relevant entries in the medical records (during his lifetime) *(continued)*

11. *(Continued)*

Date (d/m/y)	Source and Page ref.	Substance of Entry

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Death Certificate

12. (a) List cause(s) of death as set out in the Certificate:

I (a)

I (b)

I (c)

II

Verdict

Death Certified by:

12.(b) Death Certificate completed after Post Mortem? Yes ☐ No ☐ Not Known ☐

Post Mortem Report (if provided)

13. List cause(s) of death as set out in the Post Mortem Report (if provided) and any other relevant entries:

I (a)

I (b)

I (c)

II

Other relevant findings at Post Mortem

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Mineworkers' Respiratory Disease Claim

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Asthma

Please refer to the Deceased Mineworker's Claim Questionnaire and the deceased's records **before** answering the following Questions

14 (a) Are the medical records available to you sufficient to enable you to answer the Questions on asthma? — **Yes** ☐ **No** ☐

If **No** go to Question 17. If **Yes** answer Questions 14(b) to 16.

(b) Asthma should **not** be considered unless the answer **to at least one of** the following (i) to (iii) is **Yes**

(i) Was a diagnosis of asthma recorded repeatedly over a period of years? — **Yes** ☐ **No** ☐

(ii) Is there evidence from the records of marked variability in severity of breathlessness over short periods of time accompanied by objective evidence of airflow limitation at times of breathlessness, eg wheezing heard by the GP? — **Yes** ☐ **No** ☐

(iii) Is there objective evidence of greater than 20% variability in FEV1 (or an absolute value of 200ml for cases with small lung volumes) or PEF over short periods of time, either spontaneously or in response to treatment? — **Yes** ☐ **No** ☐

15. Complete this Question if you have answered **Yes** to at least one of the Questions 14 (b) (i), (ii) or (iii) above:

(a) Is it suggested in the Deceased Mineworker's Claim Questionnaire that symptoms of asthma were worse whilst working at a British Coal mine? — **Yes** ☐ **No** ☐

RS and/or QC Comments (delete as appropriate)

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Asthma *(continued)*

		Yes	No
b)	If **Yes**, is it claimed that symptoms of asthma were better away from such work?		
	If the answer to (a) or (b) is **Yes**,		
(c)	Are there references in the records to symptoms of asthma being worse whilst working at a British Coal mine and/or better away from such work? (See Instructions and Guidance relating to this Question).	Yes	No

16. If **Yes**, set out below any relevant asthma entries in the medical records (This list should not be exhaustive; only report representative entries): If you feel particular records are important in reaching your judgment these must be recorded.

Date (d/m/y)	Source and Page ref.	Substance of Entry

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

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Mineworkers' Respiratory Disease Claim

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Smoking History

17. (a) Are there any entries in the medical records relating to smoking?

Yes	No

(b) If **Yes**, set out the significant entries below: If you feel particular records are important in reaching your judgment these must be recorded.

Date (d/m/y)	Source and Page ref.	Substance of Entry

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Smoking History *(continued)*

18. Is there anything in the information provided that contradicts the smoking history recorded in Question 32 of the Deceased Mineworker's Claim Questionnaire?

Yes	No

If **Yes**, set out below any necessary **amendments** to the smoking history.

Year Started	Year Stopped	Average Quantity			
		Number of ready made cigarettes smoked per day	Number of cigars smoked per day	Ounces of hand rolled tobacco smoked per week	Pipe smoker (tick)

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Smoking History *(continued)*

19. Respiratory Specialist's overall assessment of smoking history:	Yes	No
(a) Ever smoked?		
(b) Total years of smoking:	years	

(c) Distributed as follows (see notes below):

Category	Years	From	To
Light smoking (1-14 cigarettes/day or less than half an ounce of hand rolled tobacco/day)			
Medium smoking (15-25 cigarettes/day or about half an ounce of hand rolled tobacco/day)			
Heavy smoking (more than 25 cigarettes/day or more than half an ounce of hand rolled tobacco/day)			

Notes

(i) The Claimant is asked to express ounces of tobacco used per week - it is your job to convert to a daily amount
(ii) pipe smoking should be categorised as light cigarette smoking
(iii) smoking one small cigar is the equivalent of smoking two ready made cigarettes
(iv) less than 1 cigarette per day or less than 7 cigarettes per week is regarded as non smoking

19. (d) On what do you base your assessment of the smoking history?
(Please tick box which applies)

(i) Medical records ☐
(i) Medical records and Deceased Mineworker's Claim Questionnaire ☐
(iii) Information given in the Deceased Mineworker's Claim Questionnaire alone ☐

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Smoking History *(continued)*

20. Please add any further comments you may have in this box. Give reasons if you have amended the Claimant's smoking history. In particular, pass comment if there are entries in the records which appear to contradict your conclusions.

Body Mass Index

21.(a) What was the deceased's BMI at date of last record of weight and height?

Body Mass Index kg/m2	Date of Record	Source	Weight	Height

(b) If there is no information available please tick this box: ☐

RS and/or QC Comments (delete as appropriate)

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Reports on Chest X-Rays, CT Scans and ECG

22. Note that this section refers to reports on investigations contained in the notes that you have seen. List only those of importance. Note that previous x-rays and scans will not routinely be provided with the medical records. If you feel particular records are important in reaching your judgment these must be recorded.

Date	Source and Page ref.	Test	Results	Interpretation

RS and/or QC Comments (delete as appropriate)

Lung Function Test Results in the medical records

23. If lung function tests are available please complete interpretation below:

Date	Source and Page ref.	Test	Results	Interpretation

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

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Diagnoses

	Yes	No
24. **Chronic Bronchitis**		
(a) Do you form the view that the deceased had chronic bronchitis when he worked at a British Coal mine?		
(b) In very exceptional circumstances the deceased may have developed chronic bronchitis shortly after ceasing work in coal mining. If the deceased did not have chronic bronchitis when working at a British Coal mine but developed it since, did it develop sufficiently closely to the end of this employment for it, on the balance of probabilities, to have been caused or contributed to by mine dust?		

	Yes	No
25. Did the deceased have COPD?		

If you conclude the deceased did not have COPD but there is a reference in any of the medical notes to a diagnosis of COPD or one of its synonyms please explain why you have reached a different conclusion (see Instructions and Guidance)

RS and/or QC Comments (delete as appropriate)

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Diagnoses

26. **Pneumoconiosis**

(a) Is there evidence of Pneumoconiosis in the deceased's medical records — Yes ☐ No ☐

(b) If **Yes**, is it Progressive Massive Fibrosis (PMF)? — Yes ☐ No ☐

(c) If it is not PMF and the ILO Category is recorded please say what ILO category is recorded. If this is not recorded, please state "Not Known". ☐

(d) If there is Simple Pneumoconiosis (Category 2 or 3) and you have diagnosed COPD, in your opinion did the Simple Pneumoconiosis contribute to respiratory disability? — Yes ☐ No ☐ Unable to say ☐

RS and/or QC Comments (delete as appropriate)

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Diagnoses *(continued)*	Yes	No
27. (a) **Asthma**		
(b) If **Yes**, exacerbated by work (and supported by documented medical evidence noted below; see Instructions and Guidance)		

Comments (Asthma)

	Yes	No
28. **Cor Pulmonale** caused or contributed to by COPD		
29. **Other heart disease** (not caused or contributed to by COPD) If **Yes**, please specify:		

	Yes	No	Not Known
30. (a) **Obese** (by reference to BMI if available)			

	Yes	No
(b) Was obesity steroid-induced?		

Comment on effect of obesity on respiratory disability

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Mineworkers' Respiratory Disease Claim

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Diagnoses *(continued)*	Yes	No
31. **Musculo-skeletal conditions** If **Yes**, please specify:		

32. Any other disabling co-morbid conditions which impacted on the deceased's **respiratory disability.** If **Yes**, please specify:	Yes	No

33. Any other co-morbid conditions which did NOT impact on the deceased's **respiratory disability** If **Yes**, please specify:	Yes	No

RS and/or QC Comments (delete as appropriate)

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Assessment of the extent and component parts of respiratory disability
(averaged over the year prior to death)

34. Please refer to the detailed Instructions and Guidance before completing this section. You are asked to quantify only the component parts of respiratory disability, to include co-morbid conditions which increase respiratory disability. You should not attempt to quantify co-morbid conditions which do not impact upon respiratory disability, listed in Question 33. You should complete the disability assessment on the basis of the information available to the best of your ability

	Yes	No
(i) Does the absence of all or part of the medical records prevent you from completing an assessment of disability, which you are satisfied is correct on the balance of probabilities as required below and in the Instructions and Guidance?		

(ii) Whether the answer is **Yes** or **No** you are required to complete the assessment. If the answer is **Yes**, it must be completed on the basis of whatever records are available to you and the information contained in the Deceased Mineworker's Claim Questionnaire.

(a) Total respiratory disability over the year before death	%
(b) % respiratory disability due to COPD over the year before death, including any element of category 2 or 3 pneumoconiosis (see entries made in Question 26)	%
(c) % respiratory disability due to PMF	%
(d) % respiratory disability due to conditions other than those in (b) and (c), (please state below what these conditions are)	%

Conditions causing respiratory disability included in 34 (d)

RS and/or QC Comments (delete as appropriate)

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Cause of Death	Yes	No
35. Did COPD cause or materially contribute to death?		
36. Did PMF cause or materially contribute to death?		
37. Did any asbestos-related condition cause or materially contribute to death?		
38. Did silicosis cause or materially contribute to death?		

If any of the answers at Questions 35, 36, 37 or 38 differ from the Death Certificate please explain why.

If the deceased **never had any respiratory disability** due to COPD go to the last page of this report and complete the declaration. If the deceased **did have a respiratory disability** due to COPD complete the remainder of this form

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

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Mineworkers' Respiratory Disease Claim

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Life Expectancy

39. What was the deceased's age at death? **Years**

40. (a) What is the average life expectancy for a man at the age at which the deceased died? (Refer to Table A in the Instructions and Guidance) **Years**

(b) You should add one year to life expectancy if the deceased was a life-long non smoker. You should reduce it by one year if the deceased smoked in the last 10 years before his death.

If you have revised the life expectancy in this way please enter revised life expectancy. If you have not revised the life expectancy, please enter "N/A"

Revised life expectancy **Years**

Important: If your answer to Question 35 was "No" you should now go straight to Question 46 . If it was "Yes", answer Questions 41-45, as appropriate

RS and/or QC Comments (delete as appropriate)

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Life Expectancy *(continued)*

41. Were conditions other than COPD reducing the deceased's life expectancy

Yes ☐ Go to Question 43 No ☐ Go to Question 42

42. What is the reduction in life due to COPD (this should equal your answer to Question 40 (a) or (b) as appropriate) ☐ Years

Now go to Question 46

43. What other medical conditions, other than COPD, would have shortened his life?

List these conditions

44. By how much would these other conditions have been likely to shorten his life? (Refer to the detailed Instructions and Guidance on assessment of life expectancy).

They would have shortened his life by ☐ Years leading to probable death at ☐ Years of age (refer to Question 40 (a) or (b) as appropriate when answering this)

45. By how much did COPD shorten the life of this man who also had other conditions likely to shorten his life? COPD shortened his life by ☐ Years (This should equal the answer to the age at probable death you have given in Question 44 less the age at actual death given in Question 39.)

RS and/or QC Comments (delete as appropriate)

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Cessation of Work

46. (a) When did the deceased give up work in the mining industry? **Year** ☐ **Aged** ☐
If the answer to any of the following Questions is No, go straight to Question 47 **Not Known** ☐

	Yes	No
(b) Did he have any **non-respiratory** disabling conditions at that time?	☐	☐
If Yes (c) Did such **non-respiratory** disability, in your view, contribute in any way to him giving up work?	☐	☐

If Yes
(d) **At that time** do you think the **non respiratory disability** was (please tick one box)

i) The only reason he left work ☐
ii) The most significant reason ☐
iii) Equally significant to any respiratory condition present ☐
iv) Less significant than any respiratory condition present ☐
v) Of minimal significance when compared with any respiratory condition present ☐

Please state **non-respiratory** disabling condition(s)

Non-respiratory condition	Source	Page ref.	Date

Note: It is important that you remember the definition at paragraph 34.1 of the Instructions and Guidance. Otherwise this form is likely to be returned to you or queried by the parties.

Please tick if you have based your conclusions above on the information contained in the Deceased Mineworker's Claim Questionnaire and the Death Certificate only. ☐

RS and/or QC Comments (delete as appropriate)

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Assessment of Respiratory Disability During the Deceased Mineworker's Lifetime

47. Please complete the following grid in accordance with the Instructions and Guidance.

Total Respiratory Disability	Year disability was reached	Age
10%		
20%		
30%		
40%		
50%		
60%		
70%		
80%		
90%		
100%		

48. Please repeat the assessment for COPD only in accordance with the Instructions and Guidance.

Respiratory Disability due to COPD	Year disability was reached	Age
10%		
20%		
30%		
40%		
50%		
60%		
70%		
80%		
90%		
100%		

RS and/or QC Comments (delete as appropriate)

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Mineworkers' Respiratory Disease Claim

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Comments

49. Please enter any comments you may wish to make to explain the assessments made in response to Questions 47 and 48, including comments on unusual progression patterns:

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Please complete Declaration

Declaration

I confirm that the contents of this report are true to the best of my knowledge and belief. My assessment is based upon a balance of probabilities and complies to the best of my ability with my obligation to be fair to both parties. I confirm I have read and complied with the Instructions and Guidance to Respiratory Specialists.

Name of Respiratory Specialist (Please print name in CAPITALS):

Respiratory Specialist's Reference:

Signature of Respiratory Specialist:

Date:

Check list

1. Have you completed all the questions in full?
2. Have you signed the form?
3. Have you dated the form?

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Schedule 8, Part II, Annex 5

MINEWORKERS RESPIRATORY DISEASE
PERIOD OF EMPLOYMENT QUESTIONNAIRE:
BEREAVEMENT AWARD

PLEASE COMPLETE IN CAPITAL LETTERS

Deceased's Miner's Details
1. Surname:
2. First name(s):
3. Date of Birth:
4. Date of Death:
5. National Insurance Number:

Claimant's Details
6. Surname: .....
7. First names: ..... Title: .....
8. Relationship to the deceased: .....
9. Home address: .....
.....
Post code: .....

10. Solicitor's Reference:
11. Capita Reference:

Please note that when completing questions 12 and 13 "Surface dusty" employment is employment as a surface worker at a coal mine in "dusty" occupations, as shown on the attached list (Annex 1).

12. Tick the box (a) or the box at (b)

☐ (a) I have provided copies of relevant documents as indicated below which to help establish the deceased's period of underground (or surface dusty) employment at a British Coal mine (this includes employment with a contractor and/or British Coal).

Tick as appropriate

☐ Training certificate

☐ Long service award

☐ Letters from BCC, e.g. showing redundancy calculations

☐ Pay slip

☐ PD D1 or PD D12 certificate

☐ Letter from Contributions Agency

☐ Other – please list these documents below (and enclose copies with this form)

Tick this box to confirm that you have enclosed copies of the documents ticked/listed above ☐

OR

☐ (b) I am unable to provide copies of any documents which help to establish the deceased's Period of Employment underground or in a surface dusty occupation at a British Coal Mine (this includes employment with a contractor and/or British Coal)

13. Tick one of the following which best describes what you know about the deceased's work history:

- Worked underground at a British Coal Mine but not after 4th June 1954 ☐

or

- Worked underground at a British Coal Mine for at least five years before 4th June 1954 **and** in a surface dusty occupation after that date ☐

or

- Worked underground at a British Coal Mine after 4th June 1954 ☐

or

- Worked underground at a British Coal Mine but I am unable to say whether or not it was after 4th June 1954 ☐

Now sign the declaration at 14 below:

DECLARATION

14. I declare that the information I have given in this form is correct to the best of my knowledge and belief and that any copy documents attached are true copies. I understand that action may be taken against me if I deliberately give or provide any information that is incorrect. I claim damages and interest from the DTI in accordance with the terms of the BCRDL Claims Handling Agreement.

Signed: ……..……..Dated: ……

List of jobs which have been agreed as “surface dusty”

- Tippler Operator
- Picking Belt Opertor/Attendant
- Raw Coal Plant Conveyor Attendant/Labourer
- Raw Coal Cursher Attendant; Raw Coal Screen Attendant
- Bradford Breaker Operator
- Dryer Cleaner Table Operator
- Dryer Cleaner Screen/Fan Attendant
- Thermal Dryer Operator
- Screen Hand/Attendant/Screen Engineman
- Wash Box/Baum Box
- Washboy Operator/Attendant

SCHEDULE 9

PATIENT CLAIMS

Annexes:

1. Court of Protection Practice Note.

SCHEDULE 9

BRITISH COAL RESPIRATORY DISEASE LITIGATION

PATIENT CLAIMS GUIDANCE NOTES

Guidance Notes For bringing claims where the Claimant or Widow is a Patient

Pre Amble

A Patient is a person who by reason of mental disorder within the meaning of the Mental Health Act 1983 is incapable of managing and administering his/her own affairs. A Patient must have a Litigation Friend to conduct proceedings on his/her behalf. This document describes the procedure to be followed where the Claimant is a patient. The provisions of Part 21 Civil Procedure Rules should be followed.

1. Appointment of Litigation Friend

   a. It is the duty of the Litigation Friend to conduct proceedings on behalf of the Patient fairly and competently. The Litigation Friend must have no interest in the proceedings adverse to that of the Patient and all steps and decisions he takes in the proceedings must be for the benefit of the Patient.

   b. The appointment of a Litigation Friend should be made as soon as possible. The Claimant's Solicitor should not delay this step until an offer is made. If the appointment is made without Court Order the requirement to file the authorisation or the certificate of suitability should be met when application is made to the Court for approval.

   c. A Litigation Friend may be appointed either with or without a Court Order. Rule 21.4 and Rule 21.5 of the Civil Procedure Rules refer to the appointment of a Litigation Friend without a Court Order and should be followed save where an Order is necessary. As a claim number will not be available the Capita reference should be endorsed on the certificate of suitability which must be served on IRISC.

   d. If an application for the appointment of a Litigation Friend by Order is made the procedure at paragraph 2 should be adopted unless otherwise directed by the Court.

   e. Judges have been designated to preside over all matters relating to claims brought by patients as follows:

Mr Justice Curtis	Royal Courts of Justice
His Honour Judge Bentley QC	Sheffield
His Honour Judge Walton QC	Newcastle

His Honour Judge Price QC	Cardiff
His Honour Judge Jones QC	Cardiff

The designated Judges may delegate their powers to an appropriate District Judge.

f. It is expected that Applications will be issued in the regional centre convenient to the Claimant or his solicitor.

g. The medical evidence establishing that a Claimant is a patient should, upon direction of the designated Judges, be obtained from a Consultant Psychiatrist, a Consultant Geriatrician or from the Claimant's General Practitioner in the form required by the Court of Protection. A report should indicate the qualification/experience of the doctor.

h. The report from the Consultant Psychiatrist/Geriatrician or General Practitioner should address whether the Claimant's mental incapacity is such as to render him or her incapable of managing his or her affairs (see preamble) and secondly where in appropriate, whether the Claimant is able to undergo the medical assessment procedure (MAP).

i. It is envisaged that Applications for the appointment of a Litigation Friend will be approved without the need for hearing unless the designated Judge consider that the circumstances of the Application require the attendance of the parties.

2. Covering Letter to the Court

The individual cases are deemed issued by Order of Mr Justice Turner dated 1 October 1998 upon registration but do not presently have individual Court Numbers. Therefore, Claimant's Solicitors should make application under cover of a letter to the Court which should quote the case number of the British Coal Respiratory Disease Litigation (BCRDL) until such time as a local Court Number is allocated. Any such covering letter sent by the Claimant's Solicitors should be addressed to the designated Judge (see Part I above) and confirm that the claim falls under the BCRDL. The letter should state the Capita reference 8 number and ask the Court to allocate a local Court Number. With reference to Applications for approval of damages, the covering letter will also specify whether the Litigation Friend is content for the approval to proceed based on the documents or whether he or she would prefer a hearing to take place and be present at the hearing. (See 5 below).

3. Applications for Approval of Interim Payments

Documents to be submitted to the Court in support of an application for approval of an interim payment will consist of the relevant:

i. Claims Questionnaire;

ii. Spirometry results;

iii. Interim offer letter;

iv. Letter of claim;

v. Copy of DSS award for PDDl2 (where appropriate);

vi. A draft Order;

vii. A summary explaining why the interim payment is offered and why any directions for payment of the monies out of Court are sought;

unless otherwise directed by the Court

Applications for approval of interim payments will be submitted to the Court together with the appropriate covering letter (as set out at 2 above). On receipt of the Application, the designated Judge will decide whether to approve the Application on the basis of the papers before him or whether he requires the parties represented by Counsellor Solicitor and whether the Litigation Friend should attend.

4. Bereavement Awards

Bereavement awards will be dealt with in the same way as interim payments (see 3 above). The additional documents to be submitted to the Court in support of the Application will consist of the relevant:

i) Death certificate.

ii) Marriage certificate.

5. Applications for Approval of Full and Final Settlement

Documents to be submitted to the Court in support of the Application will consist of the relevant:

i. Claims Questionnaire.

ii. Financial Loss questionnaire (if appropriate).

iii. MAP report.

iv. Dust calculation.

v. Damages calculation.

vi. Pension calculation (where appropriate).

vii. CRU Certificate.

viii. Letter of Claim.

ix. Offer letter.

x. Counsel's advice.

xi. Draft Order.

xii. Approval of Master of Court of Protection (where applicable).

unless otherwise directed by the Court.

It is envisaged that the Judge will require the parties to be present at Court for the approval. However the Judge may decide that an Application may proceed without a hearing.

The Claimant's Solicitor will inform the Court by way of covering letter whether the Litigation Friend is content for the approval to proceed based on the documents or whether he or she would prefer a hearing to take place and to be present at the hearing (see Part 2).

No Application for approval of damages will be heard by the Judges unless a Litigation Friend is appointed. Applications for the appointment of a Litigation Friend by Order (where required) should not normally be submitted to the Court at the same time as an Application for approval of an offer of settlement.

6. Expedited offers

Expedited offers will not be made or approved by the Court in Patient cases.

7. Control of Money Recovered on Behalf of a Patient

Any sum paid whether as an interim payment or final award shall be paid into Court for the account of the Claimant or as otherwise directed by the Court and the Court may give direction as to investment or payment out in accordance with Rule 21.11.

Where a Claimant is awarded damages under the Scheme not exceeding £30,000 the sum may be retained in the High Court or County Court and invested.

Where a Patient is awarded damages under the Scheme exceeding £30,000 an application shall be made to the Court of Protection for the appointment of a

receiver for the Patient. Reference should be made to Court of Protection Practice Note dated July 2001 (attached).

If the Court of Protection jurisdiction is invoked the terms of the settlement should provide for the payment of Court of Protection fees and any associated costs.

Approval of the Master of the Court of Protection to any settlement over £300,000 should be obtained and submitted to the Court on Application for approval.

8. Costs

The Claimant's costs shall be ordered in the discretion of the Court but it is envisaged that the Defendant will ordinarily be ordered to meet them.

COURT OF PROTECTION PRACTICE NOTE ANNEX 1

Procedure for the management of damages awarded to patients under the British Coal Respiratory Disease Litigation Scheme

The background

In *Griffiths and others v British Coal Corporation* (23 January 1998) Mr Justice Turner gave judgment in favour of a group of miners who had contracted respiratory diseases as a result of their exposure to coal dust. Following this decision, representatives of the British Coal Corporation and the miners negotiated a Claims Handling Agreement, which provides a procedure whereby individual cases can be assessed and damaged award on a common law basis. The Claims Handling Agreement was signed on 24 September 1999 and was approved by Mr Justice Curtis in *Tasker v British Coal Corporation* (24 April 2001).

The compromise or settlement of claims made by or on behalf a patient is governed by the Civil Procedure Rules 1998. Rule 21.10 provides that no compromise or settlement shall be valid without the approval of the High Court or County Court. By convention, the approval of the Court of Protection is also sought prior to the Settlement of proceedings on behalf ~~o a~~**of a** patient.

The control of money recovered in proceedings by or on behalf of a patient is governed by the Civil Procedure Rules 1998, rule 21.11. The Practice Direction supplementing that rule provides that where the sum to be administered is over £30,000 the fund will be transferred to the Court of Protection. Where it is under £20,000 it may be retained in the High Court or County Court and invested in the same way as the fund of a child, and in intermediate cases the advice of the Master of the Court of Protection should be sought.

Where a claimant is in receipt of certain means tested benefits, the value of any capital sum derived from a payment made in consequence of any personal injury to the claimant is disregarded provided that the capital is held in trust or administered by the High Court, County Court or Court of Protection.

The purpose of this practice note is to clarify the procedure relating to the settlement of claims under the scheme on behalf of patients and the subsequent management and administration of damages awarded to patients under the scheme.

1. Approval of quantum of damages

   The Court of Protection approves the method of calculating damages set out in the Claims Handling Agreement. Accordingly, there is no need to obtain the approval of the Court of Protection before accepting an award on behalf of an individual patient.

2. Civil Procedure Rules 1998, rule 21

   Where a patient is awarded damages under the scheme not exceeding £30,000, the sum to be administered may be retained in the High Court or County Court and invested in the same way as a child's fund.

3. Damages exceeding £30,000

   Where a patient is awarded damages under the scheme exceeding £30,000 an application should be made to the Court of Protection for the appointment of a receiver for the patient.

4. Enduring powers of attorney

   Where a claimant under the scheme is the donor of an enduring power of attorney which has been registered under section 6 of the Enduring Powers of Attorney Act 1985:

   (a) if the sum awarded under the scheme exceeds £30,000, the advice of the Master of the Court of Protection should be sought as to whether the attorney should be required to account periodically or for such other directions as the court may think fit;

   (b) if the sum awarded under the scheme does not exceed £30,000, the circuit judge approving the settlement may give such directions as he thinks fit for the management and administration of the sum having regard to all the circumstances, including the possible effect on the claimant's entitlement to continue to receive means tested benefits and whether the attorney should be required to account periodically.

SCHEDULE 10

EXPEDITED PAYMENTS

SCHEDULE 10

EXPEDITED PAYMENTS (COPD/CB & CB-ONLY)

Part I

COPD/CB claims:

The DTI will offer damages in accordance with the table below to all Claimants following Screening Spirometry (see Schedule 7, Annex 1a) for COPD/CB according to the percentage of FEV1 of predicted set out below subject to the conditions also set out below. The table below applies to all cases in which an Expedited Offer is made on or after 1 April 2005. For the tariffs applicable before this date, please refer to the tables on pages 430 to 440 which provides details of the tariffs payable from 24 September 1999 to 31 March 2005.

Tariff from 1 April 2005 to 31 March 2006		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	**5-9**	**10 or more**
90	1984	2324
89	2014	2377
88	2043	2427
87	2069	2478
86	2098	2530
85	2127	2579
84	2155	2631
83	2182	2682
82	2212	2733
81	2240	2785
80	2268	2835
79	2297	3254
78	2324	3356
77	2352	3458
76	2383	3654
75	2409	3663
74	2438	3766
73	2467	3855
72	2495	3946
71	2524	4049
70	2551	4139
69	2579	4309
68	2608	4479
67	2638	4649
66	2664	4819
65	2693	4989
64	2723	5160
63	2749	5329
62	2777	5500
61	2807	5839

Tariff from 1 April 2005 to 31 March 2006		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	5-9	10 or more
60	2835	6179
59	2937	6379
58	3038	6577
57	3142	6774
56	3244	6973
55	3346	7172
54	3447	7370
53	3549	7569
52	3652	7768
51	3753	7966
50	3855	8164
49	3997	8386
48	4139	8607
47	4281	8827
46	4423	9049
45	4564	9270
44	4706	9491
43	4847	9710
42	4989	9933
41	5131	10154
40	5274	10375
39	5437	10619
38	5601	10864
37	5765	11106
36	5929	11351
35	6094	11593
34	6258	11838
33	6424	12081
32	6588	12325
31	6754	12569
30	6918	12813
29	7162	13181
28	7405	13550
27	7648	13919
26	7891	14287
25	8136	14654
24	8378	15025
23	8623	15393
22	8867	15760
21	9110	16131
20	9354	16498

Tariff applicable from 24.09.99 to 9.10.2000		
	Years underground post 4.6.1954 *	
FEV1 % of Predicted	**5 to 9**	**10 or more**
Over 90	£0	£ 0
90	£1,050	£1,050
89	£1,070	£1,070
88	£1,090	£1,090
87	£1,110	£1,110
86	£1,130	£1,130
85	£1,150	£1,150
84	£1,170	£1,170
83	£1,190	£1,190
82	£1,210	£1,210
81	£1,230	£1,230
80	£1,250	£1,250
79	£1,300	£1,300
78	£1,350	£1,350
77	£1,400	£1,400
76	£1,450	£1,450
75	£1,500	£1,500
74	£1,550	£1,550
73	£1,600	£1,600
72	£1,650	£1,650
71	£1,700	£1,700
70	£1,750	£1,750
69	£1,760	£1,760
68	£1,770	£1,770
67	£1,780	£1,780
66	£1,790	£1,790
65	£1,800	£1,800
64	£1,850	£1,850
63	£1,900	£1,900
62	£1,950	£1,950
61	£2,000	£2,000
60	£2,050	£3,050
59	£2,140	£3,140
58	£2,230	£3,230
57	£2,320	£3,320
56	£2,410	£3,410
55	£2,500	£3,500
54	£2,550	£3,550
53	£2,600	£3,600
52	£2,650	£3,650
51	£2,700	£3,700
50	£2,750	£3,750
49	£2,760	£3,760

Tariff applicable from 24.09.99 to 9.10.2000		
	Years underground post 4.6.1954 *	
FEV1 % of Predicted	**5 to 9**	**10 or more**
48	£2,770	£3,770
47	£2,780	£3,780
46	£2,790	£3,790
45	£2,800	£3,800
44	£2,850	£3,850
43	£2,900	£3,900
42	£2,950	£3,950
41	£3,000	£4,000
40	£3,050	£4,550
39	£3,140	£4,640
38	£3,230	£4,730
37	£3,320	£4,820
36	£3,410	£4,910
35	£3,500	£5,000
34	£3,550	£5,050
33	£3,600	£5,100
32	£3,650	£5,150
31	£3,700	£5,200
30	£3,750	£5,250
29	£3,800	£5,300
28	£3,850	£5,350
27	£3,900	£5,400
26	£3,950	£5,450
25	£4,000	£5,500
24	£4,050	£5,550
23	£4,100	£5,600
22	£4,150	£5,650
21	£4,200	£5,700
20 or below	£4,250	£5,750

Tariff applicable from 10.10.2000 to 31.03.2001		
	Years underground post 4.6.1954 *	
FEV1 % of Predicted	**5 to 9**	**10 or more**
Over 90	0	£ 0
90	£ 1,750	£ 2,050
89	£ 1,775	£ 2,095
88	£ 1,800	£ 2,140
87	£ 1,825	£ 2,185
86	£ 1,850	£ 2,230
85	£ 1,875	£ 2,275
84	£ 1,900	£ 2,320
83	£ 1,925	£ 2,365

Tariff applicable from 10.10.2000 to 31.03.2001		
	Years underground post 4.6.1954 *	
FEV1 % of Predicted	**5 to 9**	**10 or more**
82	£ 1,950	£ 2,410
81	£ 1,975	£ 2,455
80	£ 2,000	£ 2,500
79	£ 2,025	£ 2,870
78	£ 2,050	£ 2,960
77	£ 2,075	£ 3,050
76	£ 2,100	£ 3,140
75	£ 2,125	£ 3,230
74	£ 2,150	£ 3,320
73	£ 2,175	£ 3,400
72	£ 2,200	£ 3,480
71	£ 2,225	£ 3,570
70	£ 2,250	£ 3,650
69	£ 2,275	£ 3,800
68	£ 2,300	£ 3,950
67	£ 2,325	£ 4,100
66	£ 2,350	£ 4,250
65	£ 2,375	£ 4,400
64	£ 2,400	£ 4,550
63	£ 2,425	£ 4,700
62	£ 2,450	£ 4,850
61	£ 2,475	£ 5,150
60	£ 2,500	£ 5,450
59	£ 2,590	£ 5,625
58	£ 2,680	£ 5,800
57	£ 2,770	£ 5,975
56	£ 2,860	£ 6,150
55	£ 2,950	£ 6,325
54	£ 3,040	£ 6,500
53	£ 3,130	£ 6,675
52	£ 3,220	£ 6,850
51	£ 3,310	£ 7,025
50	£ 3,400	£ 7,200
49	£ 3,525	£ 7,395
48	£ 3,650	£ 7,590
47	£ 3,775	£ 7,785
46	£ 3,900	£ 7,980
45	£ 4,025	£ 8,175
44	£ 4,150	£ 8,370
43	£ 4,275	£ 8,565
42	£ 4,400	£ 8,760
41	£ 4,525	£ 8,955
40	£ 4,650	£ 9,150
39	£ 4,795	£ 9,365

Tariff applicable from 10.10.2000 to 31.03.2001		
	Years underground post 4.6.1954 *	
FEV1 % of Predicted	**5 to 9**	**10 or more**
38	£ 4,940	£ 9,580
37	£ 5,085	£ 9,795
36	£ 5,230	£10,010
35	£ 5,375	£10,225
34	£ 5,520	£10,440
33	£ 5,665	£10,655
32	£ 5,810	£10,870
31	£ 5,955	£11,085
30	£ 6,100	£11,300
29	£ 6,315	£11,625
28	£ 6,530	£11,950
27	£ 6,745	£12,275
26	£ 6,960	£12,600
25	£ 7,175	£12,925
24	£ 7,390	£13,250
23	£ 7,605	£13,575
22	£ 7,820	£13,900
21	£ 8,035	£14,225
20 or below	£ 8,250	£14,550

Tariff from 1 April 2001 to 31 March 2002		
	Years underground post 4 January 1954	
FEV 1% of predicted	**5-9**	**10 or more**
Over 90	0	0
90	1797	2105
89	1823	2152
88	1849	2198
87	1874	2244
86	1900	2290
85	1926	2336
84	1951	2383
83	1977	2429
82	2003	2475
81	2028	2521
80	2054	2568
79	2080	2947
78	2105	3040
77	2131	3132
76	2158	3225
75	2182	3317
74	2208	3410

Tariff from 1 April 2001 to 31 March 2002		
	Years underground post 4 January 1954	
FEV 1% of predicted	**5-9**	**10 or more**
73	2234	3492
72	2259	3574
71	2285	3666
70	2311	3749
69	2336	3903
68	2362	4057
67	2388	4211
66	2413	4365
65	2439	4519
64	2465	4673
63	2490	4827
62	2516	4981
61	2542	5289
60	2568	5597
59	2660	5777
58	2752	5957
57	2845	6136
56	2937	6316
55	3030	6496
54	3122	6676
53	3215	6855
52	3307	7034
51	3399	7215
50	3492	7394
49	3620	7595
48	3749	7795
47	3877	7995
46	4005	8195
45	4134	8396
44	4262	8596
43	4390	8796
42	4519	8997
41	4647	9197
40	4776	9397
39	4924	9618
38	5073	9839
37	5222	10059
36	5371	10280
35	5520	10501
34	5669	10722
33	5818	10943
32	5967	11163
31	6116	11384

Tariff from 1 April 2001 to 31 March 2002		
	Years underground post 4 January 1954	
FEV 1% of predicted	**5-9**	**10 or more**
30	6265	11605
29	6486	11939
28	6706	12273
27	6927	12606
26	7148	12940
25	7369	13274
24	7589	13608
23	7810	13942
22	8031	14275
21	8252	14609
20	8473	14943

Tariff from 1 April 2002 to 31 March 2003		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	**5-9**	**10 or more**
Over 90	0	0
90	1820	2132
89	1847	2180
88	1873	2226
87	1898	2273
86	1925	2320
85	1951	2366
84	1976	2414
83	2002	2460
82	2029	2507
81	2054	2554
80	2080	2601
79	2107	2985
78	2132	3079
77	2158	3172
76	2186	3267
75	2210	3360
74	2236	3454
73	2263	3537
72	2288	3620
71	2314	3714
70	2341	3797
69	2366	3953
68	2392	4109
67	2419	4265

Tariff from 1 April 2002 to 31 March 2003		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	5-9	10 or more
66	2444	4421
65	2470	4577
64	2497	4733
63	2522	4889
62	2548	5045
61	2575	5357
60	2601	5669
59	2694	5852
58	2788	6034
57	2882	6215
56	2975	6397
55	3069	6580
54	3162	6762
53	3256	6943
52	3350	7126
51	3443	7308
50	3537	7489
49	3667	7693
48	3797	7896
47	3927	8098
46	4057	8301
45	4187	8504
44	4317	8707
43	4447	8909
42	4577	9113
41	4707	9316
40	4838	9518
39	4988	9742
38	5138	9966
37	5289	10189
36	5440	10413
35	5591	10636
34	5742	10860
33	5893	11084
32	6044	11307
31	6195	11531
30	6346	11755
29	6570	12093
28	6793	12431
27	7016	12769
26	7240	13107
25	7464	13445
24	7687	13784
23	7911	14122

Tariff from 1 April 2002 to 31 March 2003		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	5-9	10 or more
22	8135	14459
21	8358	14798
20	8582	15136

* see condition 5.

Tariff from 1 April 2003 to 31 March 2004				
	Years underground post 4 June 1954*			
	5-9		10 or more	
FEV 1% of Predicted	01.04.02 – 31.03.03	01.04.03 – 31.03.04	01.04.02 – 31.03.03	01.04.03 – 31.03.04
Over 90	0	0	0	0
90	1820	1874	2132	2195
89	1847	1901	2180	2244
88	1873	1928	2226	2291
87	1898	1954	2273	2340
86	1925	1982	2320	2388
85	1951	2008	2366	2436
84	1976	2034	2414	2485
83	2002	2061	2460	2532
82	2029	2089	2507	2581
81	2054	2114	2554	2629
80	2080	2141	2601	2677
79	2107	2169	2985	3073
78	2132	2195	3079	3170
77	2158	2221	3172	3265
76	2186	2250	3267	3363
75	2210	2275	3360	3459
74	2236	2302	3454	3556
73	2263	2330	3537	3641
72	2288	2355	3620	3726
71	2314	2382	3714	3823
70	2341	2410	3797	3909
69	2366	2436	3953	4069
68	2392	2462	4109	4230
67	2419	2490	4265	4390
66	2444	2516	4421	4551
65	2470	2543	4577	4712
64	2497	2570	4733	4872
63	2522	2596	4889	5033

Tariff from 1 April 2003 to 31 March 2004				
	Years underground post 4 June 1954*			
	5-9		**10 or more**	
62	2548	2623	5045	5193
61	2575	2651	5357	5514
60	2601	2677	5669	5836
59	2694	2773	5852	6024
58	2788	2870	6034	6211
57	2882	2967	6215	6398
56	2975	3062	6397	6585
55	3069	3159	6580	6773
54	3162	3255	6762	6961
53	3256	3352	6943	7147
52	3350	3448	7126	7336
51	3443	3544	7308	7523
50	3537	3641	7489	7709
49	3667	3775	7693	7919
48	3797	3909	7896	8128
47	3927	4042	8098	8336
46	4057	4176	8301	8545
45	4187	4310	8504	8754
44	4317	4444	8707	8963
43	4447	4578	8909	9171
42	4577	4712	9113	9381
41	4707	4845	9316	9580
40	4838	4980	9518	9798
39	4988	5135	9742	10028
38	5138	5289	9966	10259
37	5289	5444	10189	10489
36	5440	5600	10413	10719
35	5591	5755	10636	10949
34	5742	5911	10860	11179
33	5893	6066	11084	11410
32	6044	6222	11307	11639
31	6195	6377	11531	11870
30	6346	6533	11755	12101
29	6570	6763	12093	12449
28	6793	6993	12431	12796
27	7016	7222	12769	13144
26	7240	7453	13107	13492
25	7464	7683	13445	13840
24	7687	7913	13784	14189
23	7911	8144	14122	14537
22	8135	8374	14459	14884
21	8358	8604	14798	15233
20	8582	8834	15136	15581

Tariff from 1 April 2004 to 31 March 2005		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	5-9	10 or more
90	1923	2253
89	1952	2304
88	1980	2352
87	2005	2402
86	2034	2452
85	2062	2500
84	2089	2550
83	2115	2600
82	2144	2649
81	2171	2699
80	2198	2748
79	2226	3154
78	2253	3253
77	2280	3352
76	2310	3542
75	2335	3550
74	2363	3650
73	2391	3737
72	2418	3825
71	2446	3925
70	2473	4012
69	2500	4177
68	2528	4341
67	2557	4506
66	2582	4671
65	2610	4836
64	2639	5001
63	2665	5165
62	2692	5331
61	2721	5660
60	2748	5989
59	2847	6183
58	2945	6375
57	3045	6566
56	3144	6759
55	3243	6952
54	3341	7144
53	3440	7336
52	3540	7529
51	3638	7721
50	3737	7913
49	3874	8128
48	4012	8343
47	4149	8556

Tariff from 1 April 2004 to 31 March 2005		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	5-9	10 or more
46	4287	8771
45	4424	8985
44	4561	9199
43	4698	9412
42	4836	9628
41	4973	9842
40	5112	10056
39	5270	10293
38	5429	10530
37	5588	10765
36	5747	11002
35	5907	11237
34	6066	11474
33	6227	11710
32	6386	11946
31	6546	12183
30	6705	12419
29	6942	12776
28	7177	13134
27	7413	13491
26	7649	13848
25	7886	14204
24	8121	14563
23	8358	14920
22	8595	15276
21	8830	15635
20	9067	15991

Conditions

Part I

Expedited COPD/CB

1. FEV1 is based on post-bronchodilator reading.
2. FEV1/VC ratio is less than 70% **(subject to condition 4)**.
3. If reversibility following bronchodilator exceeds 20% of base line FEV1 and 200 ml no offer will be made **(subject to condition 5)**.
4. Where the FEV1 is ~~over~~ 90% **or less** but the FEV1/VC ratio is ~~less~~ **greater** ~~than~~ 70% **or more** then an expedited offer will be made where:

(a) the FEV1/**F**VC ratio is less than 70%; or

(b) (i) the FEV1/**F**VC ratio is ~~equal to or greater than~~ 70% **or more**; and

(ii) an RS, following review of the spirometry data, confirms that COPD is present.

5. Where the FEV1 is ~~over~~ 90% **or less** and reversibility following Bronchodilator is ~~less~~ **greater** than 20% of base line FEV1**,** an expedited offer will be made where**:** ~~the post Bronchodilator FEV1 reading is less than 70% **50% or if greater than 50%** and the RS, following a review of the spirometry data, confirms that COPD is present.~~

(a) the post bronchodilator FEV1 reading is less than 50%; or

(b) (i) the FEV1 is 50% or greater; and

(ii) an RS, following review of the spiromentry data, confirms that ~~L~~COPD is present.

6**.** If an offer made pursuant to this Schedule is accepted the Claimant will agree to discharge in full and final settlement all claims for his Respiratory Conditions (which for the avoidance of doubt includes temporary exacerbation of asthma).

7. Years post 4 June 1954 relate to years worked underground at a BCC Mine.

8. For the purposes of **establishing eligibility for, and** calculating an offer, the **percentage and ratio results** ~~FEV1 result~~ shall be rounded to the nearest whole number.

Part II

Expedited Chronic Bronchitis-Only

For expedited chronic bronchitis-only claims the DTI will offer the sum of ~~£561~~**£579** to offers made from 1 April 200~~2~~**5** subject to:

1. A statement of truth in the form at Annex 1; and

2. Provision of evidence of chronic bronchitis from GP records (see Annex 1) during the period of employment underground at a BCC Mine post 4th June 1954; and

3. Evidence of employment underground at a BCC Mine for at least 15 months after 4th June 1954.

For the previous rates which were offered in respect of expedited chronic bronchitis only claims, please see the table below:

Expedited CB Only Payments - Previous Rates	
From/To	**Amount**
24.09.99 to 31.03.00	500
01.04.00 to 31.03.01	510
01.04.01 to 31.03.02	524
01.04.02 to 31.03.03	531
01.04.03 to 31.03.04	547
01.04.04 to 31.03.05	**561**

Conditions common to Part I and Part II claims

1. There is no entitlement to a payment under this schedule in the absence of sufficient documentary evidence to confirm the relevant Period of Employment.
2. A Claimant will give credit for any previous Interim Payments.
3. Offers made pursuant to this Schedule are not subject to apportionment for dust/smoking/years of employment as provided for in Schedule 11.

Annex 1

MINEWORKERS RESPIRATORY DISEASE
STATEMENT OF TRUTH
EXPEDITED CHRONIC BRONCHITIS-ONLY CLAIM

PLEASE COMPLETE IN CAPITALS

Surname:	
First Names:	
Date of Birth:	
National Insurance Number:	
Home Address:	
Post Code:	

Doctor's Name (GP):	
Doctor's Practice Address: Post Code:	

Solicitor's Reference:	

Capita Reference:	

I believe that when I worked underground at a British Coal Mine after 4th June 1954, I suffered from chronic bronchitis and I claim damages from the DTI in respect of this.

I confirm that I worked underground at a British Coal Mine for at least 15 months post 4th June 1954 as indicated in the table below:

Name of BCC Mine	Dates Worked	
	From	To

The document/documents attached provided by my doctor is a/are true copy/copies of an entry/entries in my GP records. These support my claim that I had chronic bronchitis when I was working underground at a British Coal Mine as they contain the entry ticked below:

	Tick one box
An entry of "chronic bronchitis"	
An entry of "acute exacerbation of chronic bronchitis"	
Two or more entries of "bronchitis"	
Two or more entries of "cough and phlegm/sputum/spit"	
Two or more entries of "a productive cough"	

Note that "acute bronchitis" does not qualify

I understand that the information which I have provided may be checked against my GP records and I authorise Capita, or any other agent engaged by the DTI, to make enquiries of my GP, including the release of my full GP records, for such purposes, within the next twelve months.

I declare that the information I have given in this form is correct to the best of my knowledge and belief and that the copy documents attached are true copies. I understand that action may be taken against me if I deliberately give or provide any information that is incorrect. I claim damages and interest from the DTI in accordance with the terms of the BCRDL Claims Handling Agreement.

Signed: _____

Dated: _____

SCHEDULE 11

GENERAL
AND
SPECIAL DAMAGES
TARIFFS

General and special damages and/or future loss will be assessed in accordance with the following provisions:

General Damages

1. As from 1 April 2005 the sum of £5782 is payable for Chronic Bronchitis subject to apportionment pursuant to Schedule 12. The previous sums for Chronic Bronchitis are set out below. The sums previously payable relate to the date that the offer was made, rather than the date on which the claim was instigated.

PREVIOUS CHRONIC BRONCHITIS PAYMENTS	
FROM/TO	**AMOUNT**
24.09.99 to 31.03.00	5000
01.04.00 to 31.03.01	5098
01.04.01 to 31.03.02	5236
01.04.02 to 31.03.03	5304
01.04.03 to 31.03.04	5460
01.04.04 to 31.03.05	5604

2. As from 1 April 2005 the sum of £2891 will be paid in respect of temporary exacerbation of asthma where diagnosed in the MAP Medical Report and corroborated by documentary evidence. This sum will not be apportioned in accordance with Schedule 12. The previous sums payable for temporary exacerbation of asthma are set out below. The sums previously payable relate to the date that the offer was made, rather than the date on which the claim was instigated.

PREVIOUS TEMPORARY EXACERBATION OF ASTHMA PAYMENTS	
FROM/TO	**AMOUNT**
24.09.99 to 31.03.00	2500
01.04.00 to 31.03.01	2549
01.04.01 to 31.03.02	2618
01.04.02 to 31.03.03	2652
01.04.03 to 31.03.04	2730

01.04.04 to 31.03.05	2802

3. Damages in respect of other Respiratory Conditions will be paid in accordance with, and at the rates set out in the table below, subject to apportionment. The rates set out in the first table below refer to offers made from 1 April 200~~3~~**5**. The second table provides the previous rates which were payable, the figure put forward being dependent on the date on which the offer was made, rather than the date the claim was instigated.

General Damages payable from 1 April 2005

	Age		
	60 or below	**61-70**	**71 or over**
Disability	£	£	£
Less than 10%	7,515	5,782	4,913
10%	11,565	9,248	7,515
20%	20,627	17,572	15,156
30%	30,004	26,845	23,717
40%	36,437	32,559	28,736
50%	43,008	37,738	34,491
60%	51,087	45,010	41,021
70%	56,588	51,087	45,680
80% or more	63,590	56,588	51,087

Previous General Damage Payments

		Age		
		60 or below	**61-70**	**71 or over**
Disability	Dates	£	£	£
Less than 10%	24.09.99-31.03.00	6,500	5,000	4,250

Previous General Damage Payments

		Age		
		60 or below	**61-70**	**71 or over**
	01.04.00-31.03.01	6,627	5,098	4,333
	01.04.01-31.03.02	6,806	5,236	4,450
	01.04.02-31.03.03	6,894	5,304	4,507
	01.04.03-31.03.04	7,097	5,460	4,640
	01.04.04-31.03.05	7,284	5,604	4,762
10%	24.09.99-31.03.00	10,000	8,000	6,500
	01.04.00-31.03.01	10,201	8,157	6,627
	01.04.01–31.03.02	10,476	8,377	6,806
	01.04.02-31.03.03	10,611	8,485	6,894
	01.04.03-31.03.04	10,923	8,734	7,097
	01.04.04-31.03.05	11,210	8,964	7,284
20%	24.09.99-31.03.00	17,500	15,000	13,000
	01.04.00-31.03.01	18,574	15,824	13,647
	01.04.01-31.03.02	18,684	15,917	13,728
	01.04.02-31.03.03	18,925	16,122	13,905
	01.04.03-31.03.04	19,481	16,596	14,314

Previous General Damage Payments

		Age		
		60 or below	**61-70**	**71 or over**
	01.04.04-31.03.05	19,993	17,032	14,690
30%	24.09.99/ 31.03.00	25,000	22,500	20,000
	01.04.00-31.03.01	27,018	24,172	21,356
	01.04.01-31.03.02	27,177	24,315	21,482
	01.04.02-31.03.03	27,528	24,629	21,759
	01.04.03-31.03.04	28,337	25,353	22,399
	01.04.04-31.03.05	29,082	26,020	22,988
40%	24.09.99 - 31.03.00	30,000	27,000	24,000
	01.04.00 - 31.03.01	32,809	29,319	25,875
	01.04.01-31.03.02	33,033	29,492	26,028
	01.04.02-31.03.03	33,429	29,872	26,364
	01.04.03-31.03.04	34,412	30,750	27,139
	01.04.04	35,317	31,559	27,853
50%	24.09.99 - 31.03.00	35,000	31,000	28,500
	01.04.00 - 31.03.01	38,728	33,982	31,058
	01.04.01-31.03.02	38,956	34,182	31,341

Previous General Damage Payments

		Age		
		60 or below	**61-70**	**71 or over**
	01.04.02-31.03.03	39,459	34,623	31,644
	01.04.03-31.03.04	40,619	35,641	32,574
	01.04.04-31.03.05	41,687	36,578	33,431
60%	24.09.99 - 31.03.00	41,000	36,500	33,500
	01.04.00 - 31.03.01	46,002	40,530	36,939
	01.04.01-31.03.02	46,273	40,769	37,157
	01.04.02-31.03.03	46,870	41,295	37,636
	01.04.03-31.03.04	48,248	42,509	38,742
	01.04.04-31.03.05	49,517	43,627	39,761
70%	24.09.99 - 31.03.00	45,000	41,000	37,000
	01.04.00 - 31.03.01	50,955	44,002	41,132
	01.04.01-31.03.02	51,256	44,262	41,375
	01.04.02-31.03.03	57,917	46,870	41,909
	01.04.03-31.03.04	53,443	48,248	43,141
	01.04.04-31.03.05	54,849	49,517	44,276
80% or more	24.09.99-31.03.00	50,000	45,000	41,000

Previous General Damage Payments

		Age		
		60 or below	**61-70**	**71 or over**
	01.04.00-31.03.01	57,261	50,955	46,002
	01.04.01-31.03.02	57,599	51,256	46,273
	01.04.02-31.03.03	58,342	51,917	46,870
	01.04.03-31.03.04	60,057	53,443	48,248
	01.04.04-31.03.05	61,636	54,849	49,517

Notes:

(i) "Disability" is the percentage of respiratory disability determined by the RS in the MAP Medical Report at date of offer as being due to COPD less, if appropriate, any deduction in respect of simple pneumoconiosis in accordance with Schedule 19.

(ii) "Age" is that at which the Claimant first attained either the level of disability referred to in (i) or, if this is 80% or more, the Claimant's age when such disability first reached 80%.

(iii) There should be no need to interpolate between the percentages in the table as Respiratory Specialists will assess disability in 10% bands. However, if after taking into account simple pneumoconiosis or a co-morbid condition, the resulting percentage of disability due to COPD falls between any of the bands, the sum in respect of damages will be interpolated arithmetically between the bands, save that there will be no interpolation below 10% or above 80%.

(iv) For the avoidance of doubt, in respect of claims relating to deceased mineworkers, "disability" is the percentage of respiratory disability determined by the RS in the MAP Medical Report as being due to COPD less any deduction in respect of simple pneumoconiosis in accordance with Schedule 18.

(v) For the avoidance of doubt, in respect of claims relating to deceased mineworkers, "Age" is either that at which the deceased first attained the level of disability referred to in (i) or, if this is 80% or more, the age at which the deceased's disability first reached 80%. Also in respect of claims

relating to deceased mineworkers, if after taking into account simple pneumoconiosis or a co-morbid condition, the resulting percentage of disability due to COPD falls between any of the bands, the sum in respect of damages will be interpolated arithmetically between the bands. If the percentage of disability due to COPD falls below 10% or over 80% the sums payable will be those due for assessment of 10% or 80%, as appropriate.

4. Where the RS concludes that the Claimant has lung function impairment caused by Respiratory Conditions but, due to the effect of a co-morbid condition, this has never resulted in respiratory disability, the following sums of general damages shall be offered. These sums apply to offers made from 1 April 2005 to 31 March 2006:

(i) Mild (FEV1 or FVC or TLCO <80% predicted or FEV1/FVC <70%): £2,311

(ii) Moderate (FEV1 or FVC or TLCO <60% predicted or FEV1/FVC <60%): £5,202

(iii) Severe (FEV1 or TLCO <40% predicted or FVC <50% or FEV1/FVC <50%): £6,936

The previous sums of general damages are as follows. The level of payment previously made depends on the date of offer, rather than the date on which the claim was instigated or any other date.

Previous Payments of General Damages
Date of Offer

	24.09.99 – 31.03.00	01.04.00 – 31.03.01	01.04.01 – 31.03.0~~12~~	01.04.02 – 31.03.03	01.04.03 – 31.03.04	01.04.04 – 31.03.05
Mild (FEV1 or FVC or TLCO < 80% predicted or FEV1/FVC < 70%)	2,000	2,039	2,094	2,121	2,183	2,240
Moderate (FEV1 or FVC or TLCO < 60% predicted or FEV1/FVC < 60%)	4,500	4,588	4,712	4,773	4,913	5,042
Severe (FEV1 or TLCO < 40% predicted or FVC < 50% orFEV1/FVC < 50%)	6,000	6,118	6,283	6,364	6,551	6,723

These sums will be subject to apportionment pursuant to Schedule 12.

For the avoidance of doubt, where a man has suffered respiratory disability which is subsequently completely masked by a co-morbid condition present at the time of the MAP assessment, the RS will complete the disability grids up to the date when the co-morbid condition masked the respiratory disability due to COPD. General damages will then be paid in accordance with the tariff on page 448 above, at the last level of disability prior to the onset of the co-morbid condition together with the appropriate sum at paragraph 4. Any payment due for chronic bronchitis and/or temporary excarbation of asthma is also payable.

Handicap on the Labour Market

5. In the rare cases where a Claimant is disadvantaged on the labour market by his respiratory condition compensation would be payable for that disadvantage in line with common law principles. The sum to be paid in such cases will be determined by the Table set out below, which must be read in conjunction with the notes following it. The sums shown in the table below apply to offers made from 1 April 2004**5**. For offers made prior to this date, please see the table on page 456.

	Disability			
Age	**10 to 19%**	**20 to 39%**	**40 to 59%**	**60% or over (Note iii(c))**
Up to 49	8,669	13,007	17,342	23,121
50 to 54	6,357	10,694	15,029	20,232
55 to 60	4,336	8,669	13,007	17,342
Note iii (b)	2,891	5,782	11,560	

Notes:

(i) The relevant age shall be taken as at the date of assessment if the offer is made before 31 March 2000, otherwise the age will be taken at the date of the letter of claim.

(ii) It is a precondition of an award that the Claimant demonstrates that he is either:

a) in work – eg by providing a wage slip or letter from an employer or a DSS schedule; or

b) seeking work – eg by providing evidence of receipt of a relevant benefit or other evidence.

(iii) No award shall be made where the Claimant:-

(a) is 61 years or older at the relevant age as defined in note (i) above; or

(b) has a disability less than 10%, unless he is 49 years or younger and there is medical evidence that his disability will increase to 10% or more by the age of 60, in which case the sum paid will be for the anticipated disability as set out in the Note iii(b) line of the table above; or

(c) has a disability assessed at 60% or over, unless he has continued working while at that level of disability, in which case the sum paid will be as set out in the Note iii(c) column of the table; or

(d) is due to receive compensation for loss of earnings on the basis that he would not work again as provided for in paragraph 8(v).

(iv) Where there is medical evidence that a Claimant qualifying for compensation in accordance with the Table set out above is likely to become 60% disabled (or more) before he reaches the age of 61, the Claimant will be entitled to a percentage of the sum shown in the Table, such percentage being calculated in accordance with the following formula:

$$\frac{X - Y}{Z}$$

Where:

X = age at which the Claimant will become 60% disabled,

Y = his age (as at (i) above)

Z = the difference between his age (as at (i) above) and age 60.

(v) In the event that the Claimant's expectation of life is 2 years or less, individual consideration will be given to this head of damage.

(vi) The award for labour market handicap will be apportioned in like manner to sums paid for special damages and future loss.

Handicap on the labour market – previous payments

Age	**Disability %**	24/09/99 – 31/03/00	01/04/00 – 31/03/01	01/04/00 – 31/03/02	01/04/02 – 31/03/03	01/04/03 – 31/03/04	01/04/04 – 31/03/05
Up to 49	10-19%	7500	7647	7853	7954	8188	8403
	20-39%	11250	11471	11781	11933	12284	12607
	40-59%	15000	15294	15707	15910	16378	16809
	60% or over*	20000	20392	20943	21213	21837	22411
50-54	10-19%	5500	5608	5759	5833	6004	6162
	20-39%	9250	9431	9686	9811	10099	10365
	40-59%	13000	13255	13613	13789	14194	14567
	60% or over*	17500	17843	18325	18561	19107	19610
55-60	10-19%	3750	3824	3927	3978	4095	4203
	20-39%	7500	7647	7853	7954	8188	8403
	40-59%	11250	11471	11781	11933	12284	12607
	60% or over	15000	15294	15707	15910	16378	16809
Note iii(b)	10-19%	2500	2549	2618	2652	2730	2802
	20-39%	5000	5098	5236	5304	5460	5604

Age	**Disability %**	24/09/99 – 31/03/00	01/04/00 – 31/03/01	01/04/00 – 31/03/02	01/04/02 – 31/03/03	01/04/03 – 31/03/04	01/04/04 – 31/03/05
*see note iii (c)	40-59%	10000	10196	10471	10606	10918	11205

Special Damages

6. To speed the assessment of special damages the DTI will offer sums for loss of earnings, loss of redundancy, loss of pension, services, nursing care and/or domestic assistance and/or accommodation etc. The approach to the various heads of special damages and future loss will be subject to apportionment pursuant to Schedule 12 and adopt the principles detailed below:

Loss of Earnings

7. Claims for loss of earnings will be paid to a claimant where the Respiratory Condition(s) has caused or contributed to loss of pay due to:

   (i) a change of job or duties; or

   (ii) ceasing work; or

   (iii) not taking up work; or

   (iv) short periods of absence from work (defined as either an aggregate of 20 days in any 12 month period or a single period of more than 4 consecutive days), in each case with consequent loss of pay.

8. Loss of earnings will be compensated from the dates when 7(i), (ii) or (iii) above occurred provided the Total Respiratory Disability Table completed in response to Question 40 of the MAP Medical Report indicates that the level of Total Respiratory Disability at the relevant age (i.e. the age when the man changed jobs, ceased work or did not take up work) was sufficient to make such a decision reasonable. The following rebuttable presumptions indicate the Appropriate Levels of Total Disability as follows:

   (i) that a man would have acted reasonably in giving up hand filling, non-mechanised facework, or comparable heavy work, if his Total Respiratory Disability at the time was 20% or greater;

   (ii) that a man would have acted reasonably in giving up other underground or moderately heavy work ~~when~~**if** his Total Respiratory Disability ~~(at the time was greater than 20%)~~ **at the time was 21% or more.**

   (iii) that a man would have acted reasonably in giving up light work if his Total Respiratory Disability at the time was greater than 40%;

   (iv) that a man would have acted reasonably in giving up sedentary work if his Total Respiratory Disability at the time was greater than 50%;

   Note to paragraph (ii) above:

   In assessing when a man would have reached 21% Total Respiratory disability, this will be calculated on a linear basis, with part years to be

rounded to the nearest whole year. For example, where a man is 40 years old when assessed at 20% progressing to 30% at aged 50, he would be assumed to have reached 21% disability at age 41. As for part years, if the one-tenth period is precisely 6 months, for example 20% at age 50 and 30% at age 55, then the 21% point would be taken as occurring at the 6 months point. Otherwise, rounding up or down to the nearest year is done as set out above.

If the man's Total Respiratory Disability, as set out in the Total Respiratory Disability Table completed in response at Question 40 of the MAP Medical Report, was not sufficient to have made his decision as described in 7 (i) to (iii) above reasonable, then loss of earnings will only be paid from such later date as the man attained the Appropriate Level of Total Respiratory Disability save where, notwithstanding the level of Total Respiratory Disability in the MAP Medical Report medical advice evidenced in writing leading to retirement was given to the man and acted upon (see Note (iii) to Table 1 "Assessment of Loss of Earnings" below).

Loss of earnings for short periods of absence from work as provided for by paragraph 7 (iv) will be assessed on an individual basis following notification of the extent and evidential basis of the claim by the man's Solicitor to Capita using the rates contained in Table 5.

9. The rebuttable presumptions relevant to the calculation of loss of earnings are summarised in Table 1 below and losses are calculated from the date(s) provided for by paragraph 8 above to the dates provided for below. Where a Respiratory Condition(s) has caused a man to give up work or to change job to a lighter less well paid work then loss of earnings will be paid to the presumed retirement dates set out below and in the manner described below in accordance with the rates of pay found in Table 5, but discounted where the Voluntary Early Retirement Scheme ("VERS") is applied to 85% thereof (see paragraph 10(vi) below). The presumed retirement dates are rebuttable and apply also for the purpose of calculation of any loss of redundancy payment as provided for at paragraphs 20 to 29. The said retirement dates and methods of calculation of loss of earnings are as follows:

(i) Men born before the 31.12.1894 but for their Respiratory Condition(s) would have worked to their 67th birthday or the 31.12.1959 whichever is the earlier.

(ii) Men born between 1.1.1895 and 31.12.1913 but for their Respiratory Condition(s) would have worked to their 65th birthday or the 31.12.1976 whichever is the earlier. It will be presumed such men who were less than 65 years of age on 31.12.76 would have left the industry under the terms of VERS and are entitled to claim such lost VERS payments until their 65th birthday.

(iii) Men born between 1.1.1914 and 31.12.1918 but for their Respiratory

Condition(s) would have worked to their 63rd birthday or 31.12.1978 whichever is the earlier. It will be presumed that such men would have left the industry under the terms of VERS and are entitled to claim such lost VERS payments until their 65th birthday.

However, if any such man actually worked after his 63rd birthday and subsequently ceased work by reason of his Respiratory Condition(s) it will be presumed that he would have worked in the industry until his 65th birthday.

(iv) Men born between 1.1.1919 and 30.9.1925 but for their Respiratory Condition(s) would have worked to their 60th birthday. It will be presumed that such men would have left the industry under the terms of VERS and will be entitled to claim such lost VERS payments until their BCC pensionable age birthday.

However if any such man actually worked after his 60th birthday and subsequently ceased work by reason of his Respiratory Condition(s) it will be presumed that he would have worked in the industry until his BCC pensionable age.

(v) Men born between 1.10.1925 and 30.9.1930 but for their Respiratory Condition(s) would have worked to 30.9.1985 and left the industry by way of redundancy. It will be presumed that such men would then have found outside employment and would have worked for a period equal to 30% of the time between 30.9.1985 and their 65th birthday.

Alternatively, if any such man actually worked after 30.9.1985 and ceased work by reason of his Respiratory Condition(s) it will be presumed that he would have worked in the coal industry until he reached the BCC pensionable age (see paragraph 10(vii) below) whichever was the sooner and thereafter would have worked in outside employment for a period equal to 30% of the time between then and his 65th birthday.

(vi) Men born between 1.10.30 and 30.12.39 but for their Respiratory Condition(s) would have worked until their 55th birthday and left the industry by way of redundancy. It will be presumed that such men would then have found outside employment and would have worked for a period equal to 30% of the time between their 55th birthday and their 65th birthday.

Alternatively, if any such man actually worked after his 55th birthday and ceased work by reason of Respiratory Condition(s) it will be presumed that he would have worked in the coal industry until he reached his BCC pensionable age or 31.12.94 (see paragraph 10(vii) below) whichever was the sooner and thereafter would have worked in outside employment for a period equal to 30% of the time between that date and his 65th birthday.

(vii) Men born after the 1.1.1940 but for their Respiratory Condition(s) would

have worked in the mining industry to 31.12.94 and left the industry by way of redundancy. It will be presumed that but for their Respiratory Condition such men would either have:-

(a) Worked for 75% of the period between 31.12.1994 and his 65th birthday; if on leaving BCC, the man was at the Appropriate Level of Total Disability for the type of employment described at paragraphs 8(i) – (iv) above; or

(b) Worked for two thirds of the period between reaching the Appropriate Level of Total Disability and his 65th birthday, if the man reached the Appropriate Level of Total Disability for the type of employment described at paragraphs 8(i) – (iv) above within 4 years of leaving BCC.

For ease of reference the above provisions are set out in Table 1 below.

Table 1
ASSESSMENT OF LOSS OF EARNINGS CLAIMS

A summary of rebuttable assumptions applying to men ceasing work as a result of their respiratory condition

A. DATE OF BIRTH	B. LOSSES AT BRITISH COAL RATES	C. LOSSES AT 0UTSIDE EMPLOYMENT RATES	D. LOSSES AT VOLUNTARY EARLY RETIREMENT SCHEME RATES	E. REDUNDANCY PAYMENT	F. IF ACTUALLY WORKS PAST AGE IN (B)
(i) Before 31.12.1894	To 67 or 31.12.59 whichever is the earlier	NIL	NIL	NIL	NIL
(ii) Between the 1.1.1895 and 31.12.1913	To 65 or 31.12.76 whichever is the earlier	NIL	If age in (B) is less than 65 then to 65	NIL	NIL
(iii) Between the 1.1.1914 and 31.12.1918	To 63 or 31.12,78 whichever is the earlier	NIL	From age in (B) to 65	NIL	BCC losses to 65
(iv) Between the 1.1.1919 and 30.9.1925	To 60	NIL	From 60 to 65 BCC pensionable age	NIL	BCC losses to BCC pensionable age (see paragraph 10 (vii) below).

(v) Between the 1.10.1925 and 30.9.1930	To 30.9.1985	30% of period to 65	NIL	YES	BCC losses to BCC pensionable age (see paragraph 10(vii) below)
(vi) Between to 1.10.1930 and 31.12.1939	To 55	30% of period to 65	NIL	YES	BCC losses to BCC pensionable age or 31.12.94 whichever is earlier. *(see paragraph 10(vii) below) – and where pension under 65 as in C)
(vii) After the 1.1.1940	To 31.12.1994	a) If Appropriate Disability on leaving BCC then 75% of the period to 65 b) If achieves Appropriate Disability within 4 years then 2/3 of the period from achieving disability to 65	NIL	YES	Not applicable as BCC ceased to exist on 31.12.94

Assessment of Loss of Earnings Claims – Guidance for use of Table 1

10. The following notes are to assist in the use of Table 1:

(i) If a man left BCC as a result in whole or in part of Respiratory Condition(s) then losses under Column B begin on the date the man ceased work for BCC if his Total Disability was at the Appropriate Level for his job. Alternatively, losses will begin from the date when the man's Total Disability reaches the Appropriate Level.

(ii) If a man left BCC as a result in whole or in part of Respiratory Condition(s) then losses under Column C begin on the date the man is assumed to have ceased work with BCC if his Total Disability was at the Appropriate Level at that time. Alternatively, the date when the man's Total Disability reaches the Appropriate Level provided that date is within 2 years of ceasing work with BCC.

(iii) A man will be entitled to loss of earnings under Column B from the date of ceasing work with BCC, notwithstanding that he had not reached the Appropriate Level of Total Disability, if:

(a) he had received advice from a BCC Medical Officer indicating that he was unfit for work by reason, in whole or in part, of a Respiratory Condition, excluding chronic bronchitis and temporary exacerbation of asthma; and

(b) that advice was confirmed in an Ill Health Retirement Certificate or was otherwise evidenced in writing;

In such circumstances, and only in such circumstances, loss of earnings will run from the date where the man ceased work pursuant to such advice, subject to any arguments that may be raised as to mitigation of loss in individual cases.

If an ill health retirement certificate refers to both the relevant Respiratory Conditions above and other conditions then it is a rebuttable presumption that they will be apportioned pro rata.

(iv) Where a man claims loss of earnings under Column B from the date of ceasing work with BCC by reason of:

(a) advice he has received from a BCC Medical Officer indicating that he was unfit for work by reason of chronic bronchitis only; and

(b) that advice was confirmed in an Ill Health Retirement Certificate or was otherwise evidenced in writing

then the following will apply:

(1) Where at the time of the ill health retirement, the man had no Respiratory Disability or less than 21% Total Respiratory Disability, but he subsequently reached 21% Total Respiratory Disability within five years of leaving BCC employment, then loss of earnings will be paid from the date of ceasing work with BCC. If the Claimant does not reach 21% Total Respiratory Disability within five years of leaving BCC employment, then the case will be referred back to the Respiratory Specialist for an opinion as to whether, on the balance of probabilities, the advice to retire from mining given by the doctor at the time was in the belief that the Claimant was suffering from a Respiratory Condition (other than chronic bronchitis or temporary exacerbation of asthma) even if the Claimant may not have been or, alternatively, whether the ill health retirement was in consequence of the diagnosis of a condition unconnected with a Respiratory Condition;

(2) Where the man does not develop respiratory disability at any time, the case will be considered on its own merits.

(3) Where loss of earnings are paid in such circumstances they will be subject to any arguments that may be raised as to mitigation of loss in individual cases.

(v) Where a man claims loss of earnings under Column B from the date of ceasing work for BCC by reason of:

(a) advice he has received from a BCC Medical Officer indicating words to the effect that he was unfit for work by reason of temporary exacerbation of his asthma during his mining employment; and

(b) that advice was confirmed in an Ill Health Retirement Certificate or was otherwise evidenced in writing

then the case will be considered on its own merits.

(vi) The Voluntary Early Retirement Scheme when operative paid a percentage of earnings to those who elected to retire and met the qualifying conditions. Payments were approximately equivalent to 85% of the sums set out in Table 5 on page 470 to 471.

(vii) BCC pensions were payable from the following ages for members of:-

Mineworkers Pension Scheme at retirement:-

(a) 65 to 31.3.90

(b) 62 from 1.4.90 – 28.2.92

(c) 60 from 1.3.92 onwards

British Coal Staff Superannuation Scheme at retirement:-

(a) 65 to 18.6.87

(b) 62 from 19.6.87 – 16.5.90

(c) 60 from 17.5.90

11. If a man obtained outside employment upon leaving BCC employment and subsequently gave up that employment upon reaching the Appropriate Level of Total Disability he will be entitled to a full loss of earnings at outside employment rates to 65 years of age.

For the avoidance of doubt, the DTI may seek to rebut the presumption that the man would have been in outside employment until 65 years of age in individual cases if appropriate if it appears that the nature of the employment is inconsistent with continuous employment until 65 years.

Such losses will begin with the date the man left his outside employment if he was at that time at the Appropriate Level of Total Disability.

Alternatively, the losses will begin from the date when the man's Total Disability reached the Appropriate Level provided that the level of disability was reached as shown in Table 2 below:

Table 2

Age at Date of Leaving Employment	*Appropriate Level of Disability Achieved*
55 or younger	Within 4 years of leaving employment
56 to 58th birthday	By 60
58 or older	Within 2 years of leaving employment

12. Outside employment rates are taken from Table 5 save in respect of men who continued or would have continued to work in the coal industry post 31.12.94 and who will claim actual losses.

Men who would have continued to work in the coal industry post 31.12.94 may include those who worked in a BCC mine which was privatised or men who on the balance of probabilities would have transferred to such a mine. Such claims will be assessed on their individual merits.

13. Where a man left BCC employment through a cause or reason unrelated to respiratory disability and the man did not subsequently find outside employment, there will be a rebuttable presumption that loss of earnings will be paid in the following circumstances:-

(i) Where the man's Total Disability was at the Appropriate Level when the miner left BCC employment, damages will be paid as set out in Table 3 below commencing from a date 6 months after the date when the man left British Coal.

(ii) Where the man's Total Disability was not at the Appropriate Level when he left British Coal but the Appropriate Level was reached within the period shown in Table 2 above, damages will be paid as set out in Table 3 below commencing from the date when the Appropriate Level of Total Disability was reached.

Table 3

	Age when man left British Coal employment or achieved Appropriate Level of Disability as appropriate.			
	Up to age 44	45 to age 49	50 to age 54	55 to age 65
% of earnings to age 65	60%	50%	40%	30%

(iii) The 6 month period in (a) above is to allow an appropriate time to find alternative employment.

(iv) If a man does not have the Appropriate Level of Total Disability when he left BCC employment and did not reach that level within the periods provided according to age as shown in Table 2 above, then he will not be entitled to loss of earnings at the outside rate or any losses at all.

(v) The percentage of earnings paid decreases with age of entitlement to reflect the man's diminishing prospects of finding work but for his respiratory problems.

14. Note that co-morbid conditions affecting mobility are intended to be dealt with within the MAP Report Form, for example, Musculo-skeletal conditions, as these impact on breathlessness. However, co-morbid conditions which do not affect mobility but which may affect working capability are not currently dealt with in the MAP Report Form. The method of dealing with these cases for the purpose of valuing loss of earnings claims will either be negotiated between the parties in individual cases, or will be the subject of future agreement. Once the new MAP Report Forms are agreed, then co-morbid conditions not affecting mobility will also be commented on by the Respiratory Specialist.

15. Where at the time that the man left BCC he had both respiratory disability and non-respiratory disability, and the Respiratory Specialist completes either Question 34 in the Living Mineworkers or Question 33 in the Deceased Mineworkers MAP Report Form, then damages will be paid as set out in Table 4 below according to the contribution of the non-respiratory disability to the man giving up work:-

Table 4 Calculation of earnings entitlement in cases where there is both respiratory and non-respiratory disability.

Contribution of conditions not affecting mobility or respiratory function to the man giving up work in the mining industry					
	The only reason he left work	**The most significant reason**	**Equally significant to the respiratory condition**	**Less Significant than the respiratory condition**	**Of minimal significance when compared to the respiratory condition**
% of earnings entitlement (see Table 1 and Table 3)	0%	25%	50%	75%	100 %

16. To calculate loss of earnings, the net rates of pay based on average wages for deputies and officials, face workers, underground tradesmen, other underground workers and surface workers as set out in Table 5(a) below will be applied as follows:

(i) Loss of earnings following cessation of employment will be calculated by applying annual figures from the date when either the man ceased work or the Appropriate Level of Total Disability was attained (whichever is later) and the date to which the man would otherwise have worked pursuant to paragraph 9 above.

(ii) Loss of earnings occasioned by transfer to lighter work within the mining industry will be calculated by reference to the rates in Table 5(a) below in which earnings are calculated as a percentage of the rate, from time to time, paid to a miner classified as U1.

(iii) In the absence of evidence of actual earnings loss, loss of earnings from employment outside the mining industry will be calculated by reference to the rates set out in Table 5(a) below which shows the agreed average earnings for former miners.

(iv) In posthumous claims only, where British Coal records do not indicate the deceased's previous grade rates and the man is unaware of the deceased's specific occupation, the loss of earnings/dependency will be based on the grade U2.

Table 5(a)

Table of Net Rates of Pay

Financial Year	Deputies	U1	U2	U3	U4	U5	U6	U7	Surface	Outside Employ-ment
1954/55	£12.78	£11.86	£10.68	£10.25	£9.81	£9.70	£9.48	£9.37	£8.67	£9.02
1955/56	£13.54	£12.51	£11.24	£10.82	£10.37	£10.26	£10.02	£9.91	£9.30	£9.88
1956/57	£14.71	£13.41	£12.02	£11.56	£11.10	£10.98	£10.76	£10.64	£10.15	£10.62
1957/58	£15.64	£14.44	£12.83	£12.34	£11.85	£11.72	£11.48	£11.35	£10.80	£10.92
1958/59	£15.30	£14.04	£12.52	£12.03	£11.55	£11.43	£11.19	£11.07	£10.28	£11.24
1959/60	£15.49	£14.19	£12.63	£12.14	£11.65	£11.53	£11.28	£11.15	£10.34	£11.72
1960/61	£15.96	£14.75	£13.04	£12.52	£12.01	£11.89	£11.63	£11.50	£10.67	£13.52
1961/62	£16.45	£15.29	£13.43	£12.89	£12.34	£12.21	£11.94	£11.80	£11.06	£13.09
1962/63	£17.02	£15.81	£14.03	£13.37	£12.80	£12.65	£12.38	£12.23	£11.34	£13.48
1963/64	£17.50	£16.22	£14.57	£13.01	£13.43	£13.28	£12.98	£12.83	£12.02	£14.10
1964/65	£18.17	£16.84	£15.11	£14.53	£13.95	£13.81	£13.50	£13.34	£12.49	£15.05
1965/66	£19.07	£17.69	£15.90	£15.30	£14.70	£14.55	£14.26	£14.11	£13.30	£16.05
1966/67	£19.80	£18.35	£16.46	£15.83	£15.20	£15.05	£14.73	£14.58	£13.95	£16.42
1967/68	£20.58	£19.05	£17.06	£16.41	£15.75	£15.58	£15.25	£15.08	£14.32	£17.05
1968/69	£21.51	£19.90	£17.81	£17.12	£16.42	£16.24	£15.90	£15.72	£15.19	£18.10
1969/70	£22.92	£21.21	£18.98	£18.24	£17.41	£17.21	£16.79	£16.57	£15.79	£19.46
1970/71	£25.15	£23.19	£20.65	£19.80	£18.95	£18.74	£18.33	£18.11	£17.38	£20.23
1971/72	£28.19	£25.92	£22.98	£22.00	£21.02	£20.77	£20.28	£20.03	£20.32	£21.93
1972/73	£32.45	£29.86	£26.49	£25.37	£24.24	£23.96	£23.40	£23.13	£24.37	£24.71
1973/74	£35.08	£32.34	£28.80	£27.61	£26.43	£26.14	£25.54	£25.25	£26.59	£29.43
1974/75	£50.78	£46.79	£41.61	£39.88	£38.15	£37.72	£36.86	£36.42	£39.23	£32.82
1975/76	£63.79	£56.06	£49.88	£47.82	£45.89	£45.44	£44.48	£44.01	£45.99	£41.52
1976/77	£59.73	£54.84	£49.41	£47.61	£45.83	£45.38	£44.44	£44.00	£48.86	£48.23
1977/78	£65.72	£59.47	£53.68	£51.73	£49.83	£49.30	£48.35	£47.88	£55.05	£54.19
1978/79	£84.25	£76.83	£65.39	£64.07	£62.46	£61.48	£60.48	£59.82	£58.54	£60.66
1979/80	£100.66	£89.74	£75.92	£74.36	£72.38	£71.20	£70.00	£69.22	£67.63	£70.32
1980/81	£121.81	£107.17	£90.49	£88.58	£86.20	£84.75	£83.33	£82.37	£80.48	£83.08
1981/82	£126.42	£112.68	£95.02	£92.98	£90.48	£88.97	£87.46	£86.44	£84.41	£88.30
1982/83	£144.86	£122.08	£103.05	£100.86	£98.15	£97.28	£94.90	£93.82	£91.64	£96.14
1983/84	£155.63	£129.70	£109.73	£107.42	£104.58	£102.87	£101.14	£99.99	£97.72	£103.75
1984/85	£118.18	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	£111.75
1985/86	£147.99	£137.90	£117.13	£114.75	£111.79	£110.00	£108.22	£107.04	£104.66	£119.76
1986/87	£186.50	£156.94	£132.88	£130.16	£126.71	£124.66	£122.61	£121.22	£118.48	£128.55
1987/88	£193.73	£172.78	£145.84	£142.76	£138.91	£136.62	£134.26	£132.76	£129.69	£138.45
1988/89	£209.92	£199.30	£167.71	£164.13	£159.62	£156.89	£154.17	£152.38	£148.80	£152.12
1989/90	£240.81	£221.96	£186.71	£182.66	£177.61	£174.61	£171.53	£169.50	£165.51	£164.83
1990/91	£262.10	£231.73	£195.53	£191.44	£186.26	£183.17	£180.09	£178.00	£173.83	£182.49
1991/92	£297.88	£262.54	£221.32	£216.57	£210.67	£207.17	£203.59	£201.25	£196.51	£194.83
1992/93	£319.65	£281.20	£237.11	£232.08	£225.80	£222.04	£218.27	£215.76	£210.73	£207.66
1993/94	£334.88	£291.26	£245.54	£240.31	£243.45	£229.91	£225.99	£223.37	£218.13	£212.24
1994/95	£365.04	£315.85	£264.24	£258.55	£251.50	£247.16	£242.92	£240.11	£234.42	£213.18
1995/96										£225.50
1996/97										£237.90
1997/98										£248.60
1998/99										£256.10
1999/2000										£263.50

Table 5(b)

Table of Gross Rates of Pay

Financial Year	Deputies	U1	U2	U3	U4	U5	U6	U7	Surface	Outside Employment
1954	£15.61	£13.57	£11.94	£11.40	£10.86	£10.72	£10.45	£10.31	£9.44	£9.88
1955	£16.49	£14.34	£12.62	£12.05	£11.47	£11.33	£11.04	£10.90	£10.16	£10.87
1956	£17.86	£15.53	£13.67	£13.05	£12.42	£12.27	£11.96	£11.80	£11.20	£11.77
1957	£19.15	£16.65	£14.65	£13.99	£13.32	£13.15	£12.82	£12.65	£11.93	£12.08
1958	£18.80	£16.35	£14.39	£13.73	£13.08	£12.92	£12.59	£12.43	£11.44	£12.66
1959	£18.77	£16.32	£14.36	£13.71	£13.06	£12.89	£12.57	£12.40	£11.41	£13.15
1960	£19.46	£16.92	£14.89	£14.21	£13.54	£13.37	£13.03	£12.86	£11.81	£15.53
1961	£20.64	£17.95	£15.80	£15.08	£14.36	£14.18	£13.82	£13.64	£12.66	£15.34
1962	£21.51	£18.70	£16.46	£15.71	£14.96	£14.77	£14.40	£14.21	£13.03	£15.86
1963	£22.76	£19.79	£17.42	£16.62	£15.83	£15.63	£15.24	£15.04	£13.98	£16.75
1964	£23.77	£20.67	£18.19	£17.36	£16.54	£16.33	£15.92	£15.71	£14.60	£18.11
1965	£25.31	£22.01	£19.37	£18.49	£17.61	£17.39	£16.95	£16.73	£15.67	£19.59
1966	£26.61	£23.14	£20.36	£19.44	£18.51	£18.28	£17.82	£17.59	£16.67	£20.30
1967	£27.97	24.32	£21.40	£20.43	£19.46	£19.21	£18.73	£18.48	£17.36	£21.38
1968	£29.50	£25.65	£22.57	£21.55	£20.52	£20.26	£19.75	£19.49	£18.71	£23.00
1969	£31.50	£27.40	£24.11	£23.02	£21.92	£21.65	£21.10	£20.82	£19.80	£24.82
1970	£35.83	£31.15	£27.41	£26.17	£24.92	£24.61	£23.99	£23.67	£22.60	£26.80
1971	£40.39	£35.12	£30.91	£29.50	£28.10	£27.74	£27.04	£26.69	£27.10	£29.40
1972	£46.20	£40.18	£35.36	£33.75	£32.14	£31.74	£30.94	£30.54	£32.32	£32.80
1973	£48.60	£42.26	£37.19	£35.50	£33.81	£33.39	£32.54	£32.12	£34.04	£38.10
1974	£74.12	£64.45	£56.72	£54.14	£51.56	£50.92	£49.63	£48.98	£53.18	£43.60
1975	£95.87	£83.36	£73.36	£70.02	£66.69	£65.85	£64.19	£63.35	£66.81	£55.70
1976	£89.40	£80.70	£71.02	£67.79	£64.56	£63.75	£62.14	£61.33	£70.03	£65.10
1977	£95.80	£84.90	£74.71	£71.32	£67.92	£67.07	£65.37	£64.52	£77.15	£71.50
1978	£123.30	£109.70	£90.50	£88.31	£85.57	£83.92	£82.28	£81.18	£83.37	£80.70
1979	£144.80	£126.70	£104.53	£101.99	£98.83	£96.93	£95.03	£93.76	£96.29	£93.00
1980	£177.80	£153.60	£126.72	£123.65	£119.81	£117.50	£115.20	£113.66	£116.74	£111.74
1981	£189.40	£165.30	£136.37	£133.07	£128.93	£126.45	£123.98	£122.32	£125.63	£121.93
1982	£220.70	£180.90	£149.24	£145.62	£141.10	£138.39	£135.68	£133.87	£137.48	£133.88
1983	£237.50	£192.10	£158.48	£154.64	£149.84	£146.96	£144.08	£142.15	£146.60	£143.60
1984	£170.80	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	STRIKE	-
1985	£218.50	£199.60	£164.67	£160.68	£155.69	£152.69	£149.70	£147.70	£151.70	£163.60
1986	£278.70	£227.30	£187.52	£182.98	£177.29	£173.88	£170.48	£168.20	£172.70	£174.40
1987	£283.10	£246.90	£203.69	£198.75	£192.58	£188.88	£185.18	£182.71	£187.60	£185.50
1988	£300.80	£281.60	£232.32	£226.69	£219.65	£215.42	£211.20	£208.38	£214.00	£200.60
1989	£345.20	£315.00	£259.88	£253.58	£245.70	£240.98	£236.25	£233.10	£239.40	£217.80
1990	£371.01	£322.62	£266.16	£259.71	£251.64	£246.80	£241.97	£238.74	£245.20	£237.20
1991	£423.27	£368.06	£303.65	£296.29	£287.09	£281.57	£276.05	£272.36	£279.70	£253.10
1992	£451.74	£392.82	£324.08	£316.22	£306.40	£300.51	£294.62	£290.69	£298.50	£268.30
1993	£470.05	£408.74	£337.21	£329.04	£318.82	£312.69	£306.56	£302.47	£310.60	£274.30
1994	£520.18	£452.33	£373.17	£364.13	£352.82	£346.03	£339.25	£334.72	£343.80	£280.70

Table of Net Rates of Pay - Guidance for Use of Table 5(a)

17. The following notes are to assist in the use of Table 5(a):

(i) Figures in the column for outside earnings will be assumed in the absence of evidence as to the actual rate that was/would have been paid.

(ii) Rates for Craftsmen e.g. fitters, mechanics, electricians etc are included in the table. Face craftsmen are included in the rates for the Grade U1 and other underground craftsmen are included in the Grade U2.

(iii) Contractors rate. For present purposes, offers will be made on the following basis unless the claimant proves the contrary:-

(a) Pre 31.3.1984, Capita will use BCC Grade U1 plus 5% (calculated on the net figures) as a surrogate for the man's actual rate of pay.

(b) Post 31.3.1984, Capita will use BCC Grade U1 as a surrogate for the man's actual rate of pay.

A Claimant may claim actual wage loss by submitting evidence of actual earnings. Such claims will be dealt with on their individual merits.

(c) It is assumed that, where last employment was with a CMC, there are no company redundancy schemes or voluntary early retirement schemes applicable to the offer.

(iv) Weekly Paid Industrial Staff (WPIS):

For the purpose of calculating loss of earnings, loss of redundancy payments and pension loss, claimants who were employed as WPIS will be compensated at the same pay rates as Deputies.

18. Sick pay paid for a period where loss of earnings is paid will be deducted from any sum due for loss of earnings.

Benefits in kind

19. In addition to any sum(s) paid for total loss of earnings in the mining industry sum(s) will be paid over the same period(s) in respect of loss of benefits in kind normally received by those employed in the mining industry. The sums paid will be

calculated by reference to the weekly rates in the following table. No such sum will be paid during a period when the man continued to work within the mining industry.

Table 6

Table of Rates for Benefits in Kind

Year	Weekly rate £.p	Year	Weekly rate £.p	Year	Weekly rate £.p
1954	0.27	1970/1	0.94	1986/7	6.49
1955	0.30	1971/2	1.04	1987/8	6.76
1956	0.34	1972/3	1.26	1988/9	7.03
1957	0.37	1973/4	1.28	1989/90	7.59
1958	0.40	1974/5	1.51	1990/1	8.31
1959	0.42	1975/6	2.15	1991/2	8.84
1960	0.44	1976/7	2.57	1992/3	9.22
1961	0.30	1977/8	3.01	1993/4	9.34
1962 *1	0.53	1978/79	3.48	1994/ Dec 94	9.58
1963/4	0.55	1979/80	3.95		
1964/5	0.82	1980/1	4.95		
1965/6	0.61	1981/2	5.45		
1966/7	0.68	1982/3	5.90		
1967/8	0.72	1983/4	5.75		
1968/9	0.74	1984/5 *2	-		
1969/70	0.82	1985/6	6.30		

*1 15 months *2 strike year

Redundancy

20. Where a man left his employment by way of ill health retirement due to disability caused or contributed to by a Respiratory Condition but had he continued to

be so employed would later have been made redundant, a sum to compensate him for his loss of redundancy pay will be paid.

21. Where a man left his employment by way of redundancy earlier than otherwise by reason of disability, and this was caused in whole or in part by a relevant Respiratory Condition, a sum equal to the difference between the redundancy pay he received and that which he would otherwise have subsequently received upon being made redundant at a later date, will be paid.

22. As stated in paragraph 9(v) there is a rebuttable presumption that men who left British Coal's employment aged under 60 after 30th September 1985 would have normally done so by way of redundancy (ie men born on or after 1 October 1925).

23 There is a rebuttable presumption that men who were born on or before 30 September 1925 would have worked in the industry until normal retirement age as set out in paragraph 9 and Table 1 above.

24. Where a man was downgraded by reason of disability caused or contributed to by a Respiratory Condition, and who in consequence received a lower sum by way of redundancy pay, a sum equal to the difference between the actual redundancy payment and the payment he would have received but for the downgrading will be paid.

25. Credit will be given for any redundancy payments received where the man accepted redundancy due to his Respiratory Condition and claims loss of earnings to a later date of redundancy or normal retirement age against any claim for loss of earnings and/or redundancy.

26. Redundancy packages consisted of:

(i) Redundancy payment under the Employment Protection (Consolidation) Act;

(ii) Payment under the Redundant Mineworkers Pension Scheme/British Coal Redundancy Arrangements;

(iii) One week's gross earnings for each full year of service up to a maximum of 12 in lieu of notice. The balance of all payments in excess of £30,000 was subject to income tax.

27. Compensation for loss of redundancy pay from British Coal employment will be calculated by reference to the tables set out in the Appendix on pages ~~492 to 499~~**502 to 508** which show the redundancy payments under the various redundancy schemes in operation at different times.

28. The payments under these various redundancy schemes were paid in addition to the statutory entitlement to redundancy pay and payments in lieu of notice.

29. The following notes are to assist in the calculation of redundancy payments:

(i) Service is calculated in full years: 6 months or more to be calculated as full year, less than 6 months to be ignored.

(ii) In order to compensate men aged 55 years and over, whose assumed redundancy was between 30.9.85 and 28.3.87, for the weekly benefit they would have received, the appropriate BCRA lump sum that applied from 29.03.87 will be paid.

(iii) The additional BCRA supplements that applied at specific collieries will only be paid to men actually employed at the collieries at the time of leaving employment, and whose date of assumed redundancy would have attracted such a payment.

(iv) Any Redundancy Payment for men aged over 60 years old will be reduced by 20% for each full year over 60 years of age and by an additional 1/12 for each year that the man is aged over 64 at the date of assumed redundancy

Pension

30. A claim for loss of pension arises:-

(i) In any case where a man is entitled to compensation for loss of earnings by reason of ceasing work or transferring to lighter duties,

(a) the man may be further entitled to compensation for any resulting reduction in pension benefits upon retirement. The assumed dates for retirement are set out in paragraph 9 above; and/or

(b) his widow (or partner/co-habitee and subject to meeting the Pension Scheme requirements – see paragraph 31 below) may be entitled to compensation for any reduction in her contingent pension benefits following his death; and /or

(ii) where pension income is no longer available to the surviving miner (a 'lost years' claim) or his dependants (a dependency claim) by virtue of his lifespan being shortened by the Respiratory Condition(s).

31. It should be noted that the Pension Schemes require the following:-

(i) Mineworkers Pension Scheme - cohabitation at date of death and evidence of the cohabitee being wholly or partly maintained by the miner.

(ii) British Coal Staff Superannuation Scheme – Financial dependency, usually based on a minimum period of 2 years cohabitation prior to the miner's death and evidence of financial support by the miner.

32. The parties have agreed a computer model for the calculation of such pension loss, which includes the Mineworkers' Pension Scheme ('MPS'), the British Coal Staff Superannuation Scheme ('BCSSS'), and the State Earnings Related Pension Scheme ('SERPS'). To avoid the need to assess actual earnings and/or pension paid the parties have agreed to an approach to assessment of loss of pension based on the net rates of pay set out at page 464 above after "grossing" those rates up to provide figures for gross pay, before deduction for tax and national insurance.

33. The Pension Model is based on the following underlying principles (note that references to pension payable or pension received are references to notional figures):

(i) the occupational and SERPS pension loss is the difference between the pension that is received on retirement and the pension that ought to have been received but for respiratory disability (subject to co-morbid and Schedule 12 apportionment).

(ii) That loss may be commuted to any surviving widow (or partner/co-habitee, subject to paragraph 31 above) on her husband's death if the pension she would be paid by BCC on his death ('her contingent pension'), which is calculated on the basis of 2/3 of the pension he would be entitled to, is or will be reduced as a consequence of his death. Her loss is calculated according to the difference between the pension she receives at the date of his death and the pension she would be receiving but for his reduced pension contributions. For the avoidance of doubt, this head of loss, howsoever claimed, is made and will be accepted purely on behalf of the widow or co-habitee.

(iii) SERPS pension loss arises where the man would have worked outside of BCC employment (or pursuant to paragraph 9 it is presumed would have done so) but is prevented from so doing by reason of a Respiratory Condition.

(iv) Any pension paid by way of a dependency claim is reduced by one third to reflect living expenses that would have been expended on the deceased himself where there is only one dependant. Where there are two or more dependants the reduction is one quarter.

(v) Any compensation for lost income during the lost years is reduced by one half to reflect 'surplus' income that would not have been saved by the man or spent on others during this period.

(vi) The lost income during the lost years or during the period of dependency will include the man's entitlement to state pension. It is agreed that for the purposes of this Scheme, all miners were or would be in receipt of the full basic state pension, as currently provided and uprated in accordance with the Scheme.

(vii) Interest on lost pension benefits is payable in accordance with common law principles and is included in the pension model up to the date of calculation and so paragraph 61 on page 45 does not apply to this head of loss.

34. CMC Cases –

For present purposes, offers in relation to pension loss will be made on the following basis, where last employment was with the CMC:-

(i) Pre 6.4.1978, loss of state retirement pension only will be calculated;

(ii) Post 6.4.1978, loss of MPS Pension will be calculated.

However a Claimant may claim actual pension loss by submitting evidence of membership of an occupational scheme or schemes and evidence of the benefits payable. Such claims will be dealt with on their individual merits.

Services

35. For any period (save as set out below) where the man's Total Respiratory Disability is assessed at 30% or greater, and this has been caused or contributed to by a Respiratory Condition, compensation will be paid to reflect the man's inability to provide normal services for himself (provided in respect of past services that the man has confirmed that some assistance, whether gratuitous or otherwise, was given in respect of those services), including gardening (including any allotment); decorating; DIY; basic car maintenance; window cleaning. The annual multiplicands for this head of damage are set out in Tables 7 and 8 below. Past losses will be paid at this rate inclusive of interest as set out in paragraph 61(c)(ii) of the Procedure for Handling Claims.

36. The multiplicands shown in Table 7 below apply to offers made from 1st April 2004**5**. Table 8 indicates the previous multiplicands which have applied to offers made before this date.

Table 7

Disability	Multiplicand
50% or more	£1,445
40% to 49%	£579
30% to 39%	**£**289

Table 8
Previous multiplicands

Disability	Date of Offer					
	24.09.99 – 31.03.00	01.04.00 – 31.03.01	01.04.01 – 31.03.02	01.04.02 – 31.03.03	01.04.03- 31.03.04	01.04.04 – 31.03.05
50% or more	£1,250	£1,275	£1,309	£1,326	£1,365	£1,401
40% to 49%	£500	£510	£524	£531	£547	£561
30% to 39%	£250	£255	£262	£265	£273	£280

37. Damages for loss of services will not be paid for years after a man reaches the age of 75 or for any period whilst the man was actually engaged on work in jobs A-F in The Employment History Table in Schedule 5 Annex 1a namely: Faceworker (handfilling); or Faceworker (mechanised); or Bord & Pillar; or Ripper or Packer; or Overman or Deputy; or Development worker.

Nursing Care - Domestic Assistance

38. For any period of time where a man's Total Respiratory Disability is assessed at 50% or more, and has been caused or contributed to by a Respiratory Condition, compensation will be paid to reflect the man's need for domestic and/or nursing services at the rate set out in Tables 9 and 10 below provided that:

(i) in respect of past care, the man confirms that some assistance was received in respect of these services;

(ii) in respect of any period(s) in aggregate of 1 month or more in any 12 month period when the man was in hospital or in another institution providing care equivalent in nature to that provided for by a hospital the annual figures in Tables 9 and 10 shall be reduced by to 50% of that element of the multiplicand that is attributable to gratuitous care (so as to compensate only for the element of gratuitous care)save that if the institution charges for care such sums may be claimed or if the cost of such care has been funded by a third party (e.g. charity or local authority) without (or at a reduced) charge, the DTI will indemnify the man against any claim by the third party for reimbursement, subject to apportionment in accordance with Schedule 12.

(iii) in respect of any periods in (ii) above an additional payment shall be made for relatives expenses incurred in attending the man in hospital. Such payment shall be calculated and paid at a rate of £10 per week without proof or alternatively such higher rate as may represent the actual expenses incurred.

39. The multiplicands shown in Table 9 below apply to offers made from 1st April 2005. Table 10 indicates the previous multiplicands which have applied to offers made before this date.

Table 9

Disability	***Annual multiplicand***	***Reduced Annual Multiplicand (25(ii))***
100%	66,128	8,431
90% to 99%	24,372	7,590
80% to 89%	14,812	7,407
70% to 79%	6,348	3,176
60% to 69%	3,955	1,977
50% to 59%	792	397

Table 10
Previous multiplicands

Disability	*Annual Multi-plicands*	*Reduced annual multi-plicands (para 25(ii))*	*Annual multi-plicand*	*Reduced annual multi-plicands (para 25(ii))*	*Annual multi-plicand*	*Reduced annual multi-plicands (para 25(ii))*	*Annual multi-plicand*	*Reduced annual multi-plicands (para 25(ii))*	*Annual multi-plicand*	*Reduced annual multi-plicands (para 25(ii))*
	Date of Offer – 24.09.99 – 31.03.00		*Date of Offer – 01.04.00 – 31.03.01*		*Date of Offer – 01.04.01 – 31.03.02*		*Date of Offer – 01.04.02 – 31.03.03*		*Date of Offer – 01.04.03 – 31.03.04*	
100%	57,200	7,293	58,321	7,436	59,896	7,637	60,669	7,736	62,453	7,963
90% to 99%	21,083	6,564	21,496	6,693	22,076	6,874	22,361	6,963	23,018	7,168
80% to 89%	12,812	6,406	13,063	6,532	13,416	6,708	13,589	6,795	13,989	6,995
70% to 79%	5,491	2,746	5,599	2,880	5,750	2,876	5,824	2,913	5,995	2,999
60% to 69%	3,421	1,711	3,488	1,744	3,582	1,791	3,628	1,814	3,735	1,867
50% to 59%	686	343	699	350	718	359	724	364	748	375

Disability	*Annual Multi-plicands*	*Reduced annual multi-plicands (para 25(ii))*
	Date of Offer – 01.01.04 – 31.03.05	
100%	**64,096**	**8,172**
90% to 99%	**23,623**	**7,357**
80% to 89%	**14,357**	**7,179**
70% to 79%	**6,153**	**3,078**
60% to 69%	**3,833**	**1,916**
50% to 59%	**768**	**385**

Mobility

40. For any period where a man's disability is assessed at 40% or more, and this has been caused or contributed to by a Respiratory Condition, compensation will be paid to reflect the increased transport costs (provided that the Claimant confirms that some such costs were actually incurred); the need to travel by car, taxi or public transport when he might otherwise have walked and/or needed to travel by taxi when

he might otherwise have travelled by public transport. The annual multiplicands for this head of damages are set out in Tables 11 and 12 below:

41. The multiplicands shown in Table 11 below apply to offers made from 1st April 2005. Table 12 indicates the previous multiplicands which have applied to offers made before this date.

Table 11

Disability	***Multiplicand***
40% to 59%	~~582~~**600**
60% to 99%	~~1,165~~**1,202**
100%	~~582~~**600**

Table 12

Previous multiplicands

Disability	***Date of Offer***					
	24.09.99 – 31.03.00	01.04.00 – 31.03.01	01.04.01 – 31.03.02	01.04.02 – 31.03.03	01.04.03 – 31.03.04	01.04.04 – 31.03.05
100%	520	530	544	551	567	582
60% or more	1,040	1,060	1,089	1,103	1,135	1,165
40% to 59%	520	530	544	551	567	582

42. No payment will be made for any period whilst the man was actually engaged on work in jobs A-F in The Employment History Table in Schedule 5 Annex 1a namely: Faceworker (handfilling); or Faceworker (mechanised); or Bord & Pillar; or Ripper or Packer; or Overman or Deputy; or Development worker.

Aids and Appliances

43. For any period where a man's level of disability is assessed at 60% or more, and this has been caused or contributed to by a Respiratory Condition, compensation will be paid for the costs of the Aids and Appliances set out in Tables 13 and 14 below. The costs are inclusive. Therefore, by way of example, a man with 70% will recover the costs for 60% and 70% disability.

44. The multiplicands shown in Table 13 below apply to offers made from 1st April 200**5**. Table 14 indicates the previous multiplicands which have applied to offers made before this date.

Table 13

Level of disability %	***NATURE OF APPLIANCE***	***Cost £***	***Annual Maintenance Cost £***	***Replacement interval Years***
60	Bath Aids:- Bath seat Bath board Mat Rail Rail installation	 33 24 8 1229		 8 8 1 10 10
70	Wheel chair (powered) High Seat arm chair Raised toilet seat and rails	2,537 225 66	116	6 10 3
80	Trolley walking aid Telephone alarm call system	90 340	104	10 ---
90	Miscellaneous items urine bottle, commode	58		1
100	Adjustable height bed Pressure relief mattress Bed table for nursing	922 131 96		20 20 10

Table 14

Previous Multiplicands

Level of Disability %	*NATURE OF APPLIANCE*	*Cost £*	*Annual Main-tenance Cost £*	*Cost £*	*Annual Main-tenance Cost £*	*Cost £*	*Annual Main-tenance Cost £*	*Cost £*	*Annual Main-tenance Cost £*	*Cost £*	*Annual Maintenance Cost £*
		24.09.99 – 31.03.00		01.04.00 – 31.03.01		01.04.01 – 31.03.02		01.04.02 – 31.03.03		01.04.03 – 31.03.04	
60	Bath Aids:- Bath seat Bath board Mat Rail Rail installation	 28.07 20.07 6.75 10.14 25	 - - - - -	 29 20 7 10 25		 30 21 7 11 26		 30 21 7 11 26		 31 22 7 11 27	
70	Wheel chair (powered) High Seat arm chair Raised toilet seat and rails	2195 193.88 56	100	2238 198 57	102	2298 203 59	105	2328 206 60	106 100	239 212 62	109 62
80	Trolley walking aid Telephone alarm call system	78 295	90	80 301	92	82 309	94	83 313	94	85 322	98
	Miscellaneous items							53			

Level of Disability %	***NATURE OF APPLIANCE***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Mainten ance Cost £***
		24.09.99 – 31.03.00		01.04.00 – 31.03.01		01.04.01 – 31.03.02		01.04.02 – 31.03.03		01.04.03 – 31.03.04	
90	urine bottle, commode	50		51		52				55	
100	Adjustable height bed Pressure relief mattress Bed table for nursing	797 113 83.15		813 115 85		835 118 87		846 120 88		- 871 124 91	

Level of Disability %	NATURE OF APPLIANCE	Cost £	Annual Main-tenance Cost £	Cost £	Annual Main-tenance Cost £	Cost £	Annual Main-tenance Cost £	Cost £	Annual Main-tenance Cost £	Cost £	Annual Maintenance Cost £
		01.04.04 – 31.03.05									
60	Bath Aids:- Bath seat Bath board Mat Rail Rail installation	 32 23 8 11 28									
70	Wheel chair (powered) High Seat arm chair Raised toilet seat and rails	2459 218 64	112								
80	Trolley walking aid Telephone alarm call system	87 330	101								
90	Miscellaneous items urine bottle, commode	56									

Level of Disability %	***NATURE OF APPLIANCE***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Main-tenance Cost £***	***Cost £***	***Annual Mainten ance Cost £***
100	Adjustable height bed Pressure relief mattress Bed table for nursing	894 127 93									

Past expenses will be paid, if claimed, at the rate set out in the tables above without proof of acquisition.

45 In addition to the sums provided in the tables above, if the Claimant has purchased other items of equipment then provided that the Claimant's Total Respiratory Disability was 60% or more at the time of the purchase, the cost of such items will be paid up to a total level per Claimant of £500.00 before apportionment pursuant to Schedule 11, save that the threshold of disability does not apply to claims for the cost of a nebuliser. The following provisions apply:

(i) if prior to apportionment the sum claimed for such additional items amounts to £500.00 or less the provision of receipts will not be required;

(ii) if a nebuliser is claimed, then whatever the total cost of the item or items claimed, a receipt must be provided for the nebuliser;

(iii) if the sum exceeds a total of £500.00 prior to apportionment, the claim will be considered on an individual basis and the DTI are entitled to call for receipts to be submitted.

(iv) the sum of £500 referred to above will be increased by £10 per annum in place of the retail prices index increase referred to in paragraph 55(j).

46. Interest will be paid on past expenses (in the sums set out in the tables above) as provided for in paragraph 61(c)(ii) of the Handling Agreement.

47. Where any of the aids or appliances specified in the tables above have been provided by a third party (e.g. charity or local authority) to the man who was at the Appropriate Level of Total Disability without (or at a reduced) charge, the DTI will indemnify the man against any claim by the third party for reimbursement, subject to apportionment in accordance with Schedule 12.

Building Conversion: New Accommodation

48. For any period where a man's level of Total Respiratory Disability is assessed at 70% or more, and this has been caused or contributed to by a Respiratory Condition, compensation will be paid for the costs of the adaptations set out in the table below, if claimed. but without proof of acquisition save for:

(i) a move to ground floor accommodation for which proof of expenditure will be required.

(ii) stairlifts obtained in the last 5 years immediately preceding submission of the Claim Questionnaire.

49. Where proof of purchase of a stairlift is provided, the actual cost will be paid together with interest as provided for in paragraph 61(c)(i) of the Handling Agreement.

50. Where a stairlift is not suitable for the man's accommodation, compensation may be payable, subject to apportionment under Schedule 11, to reflect the expense of moving or altering accommodation where the same is caused or contributed to by the man's Respiratory Condition(s).

51. The multiplicands shown in Table 15 below apply to offers made from 1st April 2005. Table 16 indicates the previous multiplicands which have applied to offers made before this date.

Table 15

Level of disability %	***NATURE OF ACCOMMODATION CHANGE REQUIRED***	**£**	***Annual Maintenance Cost*** **£**	***Replacement interval (Years)***
70	For claimants with coalfired heating change to gas	2399		
	Powered wheel chair provision: ramping (per set); or storage	1726	69	

For men living in accommodation requiring them to climb stairs, in addition:

Level of disability %	***NATURE OF ACCOMMODATION CHANGE REQUIRED***	**£**	***Annual Maintenance Cost*** **£**	***Replacement interval (Years)***
70	Stairlift (Stannah)	2834	191	
	Installation	738		
	Or if a stairlift cannot be fitted in the property: Either move to ground floor accommodation, to be costed individually (including relocation costs) ;or			
	Install ground floor shower/WC extension	10660		

Table 16

Previous Multiplicands

Level of disability %	*NATURE OF ACCOMMODATION CHANGE REQUIRED*	£	*Annual Maintenance Cost £*	£	*Annual Maintenance Cost £*	£	*Annual Maintenance Cost £*	*Cost £*	*Annual Maintenance Cost £*	*Cost £*	*Annual Maintenance Cost £*
		To 31.03.01		01.04.01 – 31.03.02		01.04.02 – 31.03.03		01.04.03 – 31.03.04		**01.04.04 – 31.03.05**	
70	For claimants with coalfired heating change to gas	2115		2172		2200		2265		2325	
	Powered wheel chair provision: ramping (per set) ; or storage	~~1521.63~~ 1522	60	1563	62	1583	63	1630	65	1673	67

For men living in accommodation requiring them to climb stairs, in addition:

Level of disability %	*NATURE OF ACCOMMODATION CHANGE REQUIRED*	*£*	*Annual Maintenance Cost £*	*COST £*	*Annual Maintenance Cost £*	*COST £*	*Annual Maintenance Cost £*	*Cost £*	*Annual Maintenance Cost £*	*Cost £*	*Annual Maintenance Cost £*
		To 31.03.01		01.04.01 – 31.03.02		01.04.02 – 31.03.03		01.04.03 – 31.03.04		01.04.04 – 31.03.05	
70	Stairlift (Stannah)	2500	168	2568	173	2601	175	2677	180	2747	**185**
	Installation	650		668		677		697		715	
	Or if a stairlift cannot be fitted in the property: Either move to ground floor accommodation, to be costed individually (including relocation costs) ;or	9400		9654		9779		10067		10332	
	Install ground floor shower/WC extension										

52. For future loss, men living in accommodation requiring them to climb stairs will automatically be compensated for the price of a stairlift, unless Capita are notified that the accommodation is not suitable for the installation of a stairlift.

53. If in the future the Claimant will progress to Total Respiratory Disability of 70% or more and the existing accommodation has coal fired central heating, then the cost of conversion to gas central heating will be paid, as set out in the table above, provided that Capita are notified that central heating conversation will be required.

54. Where proof of payment for adaptations is provided the actual cost will be paid together with interest as provided for in Paragraph 61(c)(i) of the Handling Agreement. Otherwise interest will be paid on past expenses as provided for in paragraph 61(c)(ii) of the Handling Agreement.

55. Where any of the alterations specified in the tables above have been funded by a third party (e.g. charity or local authority) to the man who was at the Appropriate Level of Total Disability without (or at a reduced) charge, the DTI will indemnify the man against any claim by the third party for reimbursement, subject to apportionment in accordance with Schedule 12.

56. If the Claimant had to move to alternative accommodation as a result of his Respiratory Condition, then in the absence of receipts evidencing the actual cost, removal costs of £578.00 will be paid subject to the Claimant having sustained Total Respiratory Disability of 70% or more at the time of the move of accommodation. If in the future the Claimant will progress to Total Respiratory Disability of 70% or more and the existing accommodation is not suitable for the fitting of a stairlift or for conversion, then, in the absence of receipts, removal costs of £578 will be paid. It is acknowledged that other heads of loss may also arise on a case by case basis if a move of accommodation is necessary. The figure of £578 applies to offers from 01.04.05 to 31.03.06. The previous figures were £530 for offers from 01.04.02 to 31.03.03, £546 for offers from 01.04.03 to 31.03.04 and £560 for offers from 01.04.05 to 31.03.05.

Miscellaneous Special Damages

57. There are a number of additional heads of special damage to which the man may be entitled. These include, but are not limited to the extra cost of heating, holidays and for laundry. Any additional miscellaneous special damages are to be compensated by the following payment - where the man confirms that losses of this nature have been incurred. The annual multiplicands for this head of damage are set out in Tables 17 and 18 below:

58. The multiplicands shown in Table 17 below apply to offers made from 1st April 200**5**. Table 18 indicates the previous multiplicands which have applied to offers made before this date.

Table 17

Disability	*Multiplicand*
90 – 100%	405
80%	347
70%	289
60%	173

Table 18

Previous multiplicands

Disability	*Previous Multiplicands*					
	Date Of Offer					
	24.09.99 – 31.03.00	*01.04.00 – 31.03.01*	*01.04.01 – 31.03.02*	*01.04.02 – 31.03.03*	*01.04.03 – 31.03.04*	*01.04.04 – 31.03.05*
90 – 100%	350	357	367	372	383	393
80%	300	306	314	318	327	336
70%	250	255	262	265	273	280
60%	150	153	157	159	164	168

The Effects of Co-Morbidity

59. The following steps shall be taken to assess special damages and future loss:

(i) calculate special damages and future loss on the basis of Total Respiratory Disability;

(ii) discount on a proportionate basis for any co-morbid conditions e.g. as at the date of MAP assessment, the man has a 50% disability, 30% due to COPD and 20% due to ischaemic heart disease: 60% of disability (30% of 50%) is due to COPD and therefore 60% of the loss is carried forward to step (vi);

(iii) where the respiratory disability grids show that the progression of disability due to COPD runs at a different rate to Total Respiratory Disability, then the age, at which the discount referred to in paragraph (ii) above is calculated, will be the age of

each stage of Total Respiratory Disability. The disability due to COPD at those ages will, where necessary, be interpolated on a straight line basis. An example showing how the co-morbid percentage to be applied to damages is calculated in such cases is set out in Table 19 below:

Table 19

Age	***Total Respiratory Disability***	***Age***	***Disability due to COPD***	***Co-morbid Percentage***
35	10%			0%
40	20%	40	10%	50%
46	30%			55.57%
47	40%			44.45%
49	50%	49	20%	40%
51	60%			40%
54	70%	54	30%	42.86
57	80%			42.85%
61	90%	61	40%	44.44%

(iv) In relation to claims for loss of pension benefits or loss of a widow's contingent pension benefits the above discount for co-morbidity is crystallised at the date(s) of the commencement of the period for which the man's claim for loss of earnings (by reason of down grading or cessation of work, as a consequence of a Respiratory Condition) is calculated. This is to reflect the fact that the loss thereafter is unaffected by variations in disability.

(v) In relation to both dependency claims and lost years claims, there is no discount for co-morbidity as such conditions have already been taken into account when ascertaining the assumed life expectancy and therefore the period of loss.

(vi) Apply the apportionment process as in paragraph 79 below.

Posthumous Claims

60. Claims for losses which occurred during the lifetime of the deceased will be calculated in accordance with the provisions set out in the previous paragraphs of this Schedule.

61. Where by reason of the deceased's disability being caused or contributed to by a Respiratory Condition premature death occurred, compensation will be paid to his dependants. The intention is, as far as practicable, to adopt the conventional approach to calculation of dependency.

62. Where a dependency claim is made by a dependant (as defined by section 1(3) of the Fatal Accidents Act 1976) the dependency will normally be 2/3 of the deceased's net income for the relevant period, unless there are two or more such dependants, in which case the total dependency will normally be 3/4 of the deceased's net income for the relevant period or periods.

63. A claim by the widow or other dependant (as defined by section 1(3) of the Fatal Accidents Act 1976) for loss of services which would, but for his death, have been supplied by the deceased, will be assessed on the basis of a multiplicand of £1,250 per annum, where the Claimant confirms that the deceased actually provided such services.

64. A claim for dependency will normally be based upon the life expectancy for a man of the deceased's age at the date of his death. However, a claim for widow's loss of pension will be based upon the life expectancy for an average woman of her age at the date of offer.

Multipliers

65. Where calculation by reference to a multiplier would be appropriate, the multiplier shall normally be determined by reference to Tables 19-36 of the Ogden Tables (Fourth Edition) and where appropriate the explanatory notes in Kemp and Kemp, adopting a 2.5% discount rate or such other rate as may by adopted from time to time.

66. In respect of any claim where the multiplicand increases with disability and where the man's disability will also increase, the multipliers shall be split in relation to the periods for each level of disability.

67. When any claim involves a future head of damage, the multiplier used will take into account the man's life expectancy at the date of assessment pursuant to the MAP Medical Report. The appropriate multiplier for this period will be derived from Table 38 of the Fourth Edition of the Ogden Tables. In cases where the man's disability will increase at fixed points in the future, the multiplier will be split according to the appropriate multiplier for each corresponding number of years, in accordance with Table 38 of the Fourth Edition of the Ogden Tables. The following example (based on Table A on pages Schedule 7, Annex 78a, Paragraph 36, Table A and Schedule 8 Part II, Annex 4a, Paragraph 39, Table A of the Handling Agreement) illustrates this method of calculation:

(i) Assume a 70-year old man with a normal life expectancy of 12 years reduced by 4 years due to his respiratory disease.

(ii) His life expectancy is therefore 8 years.

(ii) The multiplier for pecuniary loss over a period of 8 years, according to Table 38 is 7.26.

(iv) Assume that over the period of 8 years the Respiratory Specialist considers that disability will increase on 3, 5 and 7 years.

(v) The multiplier of 7.26 will be split as follows:

(a)	Multiplier for 1 – 3 years	=	2.89
(b)	Multiplier for 4 – 5 years	=	1.81 (4.70^{1}-2.89)
(c)	Multiplier for 5 – 7 years	=	1.73 (6.43^{2}-4.70^{3})
(d)	Multiplier for 7 – 8 years	=	0.83 (7.26^{4}-6.43)
			7.26

[1]Multiplier for term certain of 5 years according to Table 38
[2]Multiplier for term certain of 7 years according to Table 38
[3]1.81 plus 2.89

68. For items of loss calculated by reference to agreed multiplicands, which vary according to the level of disability (e.g. nursing care, services, etc.) then:

(i) Future losses will be calculated with reference to the present level of Total Respiratory Disability and the expected deterioration of disability (if any) as set out in the disability table completed in response to Question 40 in the MAP Medical Report .

(ii) If deterioration in disability is expected the appropriate multiplier will be applied as set out in paragraph 65.

(iii) Past losses will also be assessed using the current multiplicands in the above table.

(iv) Calculation will be by multiplying the number of years that the man has spent at each level of disability (as derived from the disability table at Question 40 of the MAP Medical Report) by the appropriate multiplicand.

(v) Where a Claimant has not claimed past losses in the Claim Questionnaire, but the MAP Medical Report indicates that his Total Respiratory Disability was at a sufficient level to justify a claim, then future losses will be paid from the date that the Claimant reaches the next level of either Total Respiratory Disability or COPD disability whichever is the earlier.

69. In posthumous cases where the multiplier for any future loss or any claim for dependency is based on the deceased's age (taking into account the effects of any co-morbid conditions on life expectancy) , the age taken will be the deceased's

notional age at the date of assessment (in accordance with the recommendation of The Fourth Edition of the Ogden Tables); and not, as was previously the practice, the deceased's age at date of death. For the avoidance of doubt such losses as have accrued in the period between death and date of assessment shall be treated as special damage.

70. Where a man has lived beyond the life expectancy predicted by the Respiratory Specialist in the MAP Medical Report Form, life expectancy will be presumed to be an additional nine months calculated from the date of offer or revised offer as applicable.

71. In assessing the period of time for which future losses will run, damages will be calculated either on the basis of the number of years given in the MAP Medical Report Form from the date of the MAP Medical Report Form or amended MAP Medical Report form or for a period which finishes six months after the Claimant's last anticipated birthday, whichever is the greater.

Note:

The MAP Medical Report Form may be amended as a result of a query, or the outcome of the Medical Disputes Procedure or consequential upon the collection and assessment of addition medical records.

CRU

72. The DTI may repay to the Compensation Recovery Unit ("CRU"), and may reduce the amount of compensation paid to the man by a sum equivalent to any amount of DSS benefits the man received in accordance with Statute and common law principles.

73. The DTI may reduce the amount of compensation it pays in any claim by setting-off a sum equivalent to the benefits received by the man during the "relevant period". The "relevant period" is five years from the date when the man first made a claim for benefit as a result of his Respiratory Condition. However, such set –off may only be made against compensation awarded for the same purpose as that for which the DSS benefits were paid; as set out in the table below. eg. compensation for loss of wages can be reduced by the amount paid for sickness or invalidity benefit over the same period.

74. Where the sum requested by CRU is £100 or less the DTI will waive its right to consider any set off of the same or part of the same against compensation payable to the man, widow or estate.

75. Set-off is applied after reductions to damages to allow for co-morbidity and dust/smoking ie. to the net figure for compensation for each head of damage. Where compensation is extinguished by set-off, the balance of any sum to be set-off can be

applied against interest awarded on that head of claim, so as to reduce or extinguish the sum due for interest for the relevant head of damage.

E.g. relevant benefits to be set-off against loss of earnings = £200.

Loss of earnings = £150.

Interest on lost earnings = £75.

Net sum left to man after set-off = £25.

76. In relation to the individual heads of damage for which the set off provisions apply:

(i) No distinction is made, for the purpose of any set-off, between compensation paid for gratuitous or commercial care.

(ii) Benefits paid for "care" may not be set off as against compensation for assistance with "services".

77.The heads of compensation against which set-off on account of re-coupment of benefits may be made are set out in the Table 20 below.

Table 20

Head of compensation	***Benefit***	
Compensation for lost earnings during the relevant period	Disablement pension Incapacity Benefit Income support Invalidity pension and allowance Job Seekers allowance Reduced Earnings allowance	Severe disablement allowance Sickness benefit Statutory sick pay Unemployability supplement Unemployment benefit
Compensation for cost of care during the relevant period	Attendance allowance Care component of disability living Allowance Disability pension increase	
Compensation for loss of mobility during the relevant period	Mobility allowance Mobility component of disability living Allowance	

Interim Payments

78.Where an interim payment has been made, it will be applied first against special damages, pursuant to paragraph 63 on page 47. The order in which the interim payment will be applied to the heads of special damage will depend on the rate of interest payable on each head, taking those with the highest interest rate first.

Apportionment

79. The figures for special damages and other financial losses calculated in accordance with the provisions of this Schedule will be apportioned in accordance with Schedule 12 to take account of any pre-1954 exposure, any smoking and non tortious dust.

CWPS

80. In some circumstances damages payable under this Schedule may be affected by payments under the CWPS. These are explained at Schedule 18.

Other Co-morbid conditions

81. If the RS identifies silicosis or any asbestos-related condition, or any other condition which may have been caused by the man's occupation at a British Coal mine or elsewhere, such claims will be dealt with individually but on the basis of the applicable principles set out in this Agreement.

Double Recovery

82. Where possible and appropriate, before apportionment of any special damages or future loss in accordance with Schedule 12, there will be set off any such payments already made in respect of any other claims for compensation for the same periods of time on a like for like basis.

Appendix

Redundancy Payments Under the Employment Protection (Consolidation) Act
The following tables shows the EPCA redundancy payment that a man aged 61 years or over would have received.

	Year of Assumed Redundancy				
Number of years service*	**1985**	**1986**	**1987**	**1988**	**1989**
	£	**£**	**£**	**£**	**£**
10	2,280	2,325	2,370	2,460	2,580
11	2,508	2,558	2,607	2,706	2,838
12	2,736	2,790	2,844	2,952	3,096
13	2,964	3,023	3,081	3,198	3,354
14	3,192	3,255	3,318	3,444	3,612
15	3,420	3,488	3,555	3,690	3,870
16	3,648	3,720	3,792	3,936	4,128
17	3,876	3,953	4,029	4,182	4,386
18	4,104	4,185	4,266	4,428	4,644
19	4,332	4,418	4,503	4,674	4,902
Maximum 20	4,560	4,650	4,740	4,920	5,160

* continuous service (excluding strikes) up to a maximum of 20 years;

From 1.1.90 the EPCA redundancy payment is included in the BCRA lump sum.

This table can be used for younger men by deducting the following amounts:-

Each year of service (continuous service up to a maximum of 20 years excluding strikes) between the ages of:-

	age 18 – 21 inclusive	**22 – 40 inclusive**
1985	£152	£76
1986	£155	£77.50
1987	£158	£79
1988	£164	£82
1989	£172	£86

Assumed British Coal Redundancy Payments for men whose Loss of Earnings Cease at 30.09.85 or aged 55 (whichever is the later)

Aggregate service in years (excluding strikes)	From 30.09.85 (£)	From 26.3.88 (£)	From 1.12.88 (£)	From 26.8.89 (£)
10	12,000	7,000	7,500	EPCA only
11	12,700	7,700	8,250	EPCA only
12	13,400	8,400	9,000	EPCA only
13	14,100	9,100	9,750	EPCA only
14	14,800	9,800	10,500	EPCA only
15	15,500	10,500	18,750	EPCA only
16	16,200	11,200	19,500	EPCA only
17	16,900	11,900	20,250	EPCA only
18	17,600	12,600	21,000	EPCA only
19	18,300	13,300	21,750	EPCA only
20	19,000	14,000	22,500	EPCA only
21	19,700	14,700	23,000	EPCA only
22	20,400	15,400	23,500	EPCA only
23	21,100	16,100	24,000	EPCA only
24	21,800	16,800	24,500	EPCA only
25	22,500	17,500	25,000	EPCA only
26	22,950	17,950	25,500	EPCA only
27	23,400	18,400	26,000	EPCA only
28	23,850	18,850	26,500	EPCA only
29	24,300	19,300	27,000	EPCA only
30	24,750	19,750	27,500	EPCA only
31	25,200	20,200	28,000	EPCA only
32	25,650	20,650	28,500	EPCA only
33	26,100	21,100	29,000	EPCA only
34	26,550	21,550	29,500	EPCA only
35	26,800	21,800	30,000	EPCA only
36	27,050	22,050	30,500	EPCA only
37	27,300	22,300	31,000	EPCA only
38	27,550	22,550	31,500	EPCA only
39*	27,800	22,800	32,000	EPCA only

* For men aged over 55 whose date of redundancy is assumed to be 30.09.85 an extra £700 should be added for each year of service.

Note: EPCA varies with years service and Claimant's age.

From 1.1.90

Any EPCA entitlement is included in the following:

	Grade Code						
Aggregate service in years (excluding strikes)	**DEP / U1**	**U2**	**U3**	**U4**	**U5**	**U6**	**U7**
	£	£	£	£	£	£	£
10	19,000	17,985	17,791	17,549	17,404	17,259	17,162
11	19,900	18,783	18,570	18,304	18,144	17,985	17,878
12	20,800	19,582	19,349	19,059	18,885	18,711	18,594
13	21,700	20,380	20,128	19,814	19,625	19,437	19,310
14	22,600	21,179	20,907	20,569	20,366	20,163	20,026
15	23,500	21,977	21,687	21,324	21,106	20,889	20,742
16	24,400	22,776	22,466	22,079	21,846	21,615	21,459
17	25,300	23,574	23,245	22,833	22,587	22,341	22,175
18	26,200	24,373	24,024	23,588	23,327	23,067	22,891
19	27,100	25,171	24,803	24,343	24,068	23,793	23,607
20	28,000	25,970	25,582	25,098	24,808	24,519	24,323
21	28.900	26,768	26,361	25,853	25,548	25,244	25,040
22	29,800	27,567	27,141	26,608	26,289	25,970	25,756
23	30,700	28,365	27,920	27,363	27,029	26,696	26,472
24	31,600	29,164	28,699	28,118	27,770	27,422	27,188
25	32,500	29,962	29,478	28,873	28,510	28,148	27,905
26	33,400	30,761	30,257	29,628	29,250	28,874	28,621
27	34,300	31,559	31,036	30,383	29,990	29,600	29,337
28	35,200	32,358	31,815	31,138	30,731	30,256	30,053
29	36,100	33,156	32,594	31,892	31,472	31,052	30,769
maximum 30	37,000	33,955	33,374	32,647	32,212	31,778	31,486

From 01.01.91

Any EPCA entitlement is included in the following:

	Grade Code					
Aggregate service in years (excluding strikes)	**DEP / U1 / U2**	**U3**	**U4**	**U5**	**U6**	**U7**
	£	£	£	£	£	£
10	19,000	18,889	18,613	18,447	18,281	18,171
11	19,900	19,778	19,474	19,292	19,109	18,988
12	20,800	20,667	20,335	20,136	19,937	19,805
13	21,700	21,556	21,197	20,981	20,765	20,622
14	22,600	22,444	22,058	21,825	21,594	21,439
15	23,500	23,333	22,919	22,670	22,422	22,256
16	24,400	24,222	23,781	23,515	23,250	23,073
17	25,300	25,111	24,642	24,360	24,078	23,890
18	26,200	26,000	25,503	25,205	24,906	24,708
19	27,100	26,889	26,364	26,049	25,734	25,525
20	28,000	27,778	27,226	26,894	26,562	26,342
21	28.900	28.667	28,087	27,739	27,391	27,159
22	29,800	29,555	28,948	28,583	28,219	27,976
23	30,700	30,444	29,809	29,428	29,047	28,793
24	31,600	31,333	30,670	30,273	29,875	29,610
25	32,500	32,222	31,532	31,118	30,703	30,427
26	33,400	33,111	32,393	31,962	31,531	31,244
27	34,300	34,000	33,255	32,807	32,359	32,061
28	35,200	34,889	34,116	33,652	33,188	32,878
29	36,100	35,777	34,977	34,496	34,016	33,695
maximum 30	37,000	36,666	35,838	35,341	34,844	34,512

From 01.01.92

Any EPCA entitlement is included in the following:

	Grade Code		
Aggregate service in years (excluding strikes)	**DEP / U1 / U2 / U3 / U4 / U5** **£**	**U6** **£**	**U7** **£**
10	19,000	18,839	18,721
11	19,900	19,723	19,593
12	20,800	20,607	20,465
13	21,700	21,491	21,337
14	22,600	22,374	22,209
15	23,500	23,258	23,081
16	24,400	24,142	23,953
17	25,300	25,026	24,825
18	26,200	25,910	25,698
19	27,100	26,794	26,570
20	28,000	27,678	27,442
21	28.900	28,561	28,314
22	29,800	29,445	29,186
23	30,700	30.329	30,058
24	31,600	31,213	30,930
25	32,500	32,097	31,802
26	33,400	32,981	32,674
27	34,300	33,865	33,546
28	35,200	34,748	34,418
29	36,100	35,632	35,290
maximum 30	37,000	36,516	36,162

Note
All lump sums were reduced by £10,000 for redundancies between 23.3.92 and 12.10.92

From 01.01.93 - 30.4.94

Any EPCA entitlement is included in the following:-

Service in years	All Grades (£)
10	19,000
11	19,900
12	20,800
13	21,700
14	22,600
15	23,500
16	24,400
17	25,300
18	26,200
19	27,100
20	28,000
21	28.900
22	29,800
23	30,700
24	31,600
25	32,500
26	33,400
27	34,300
28	35,200
29	36,100
maximum 30	37,000

Supplements:

From 11.12.93 an additional £7,000 was payable for men made redundant from the following collieries:
Frickley, Hatfield, Bentley, Calverton and Bilsthorpe.

From 18.12.93 an additional £4,200 was payable for men taking redundancy from Ashington Mine Service Centre.

From 30.4.94 BCRA terminated except for men taking redundancy from Kiveton and Silverwood who also received the additional payment of £7,000.

SCHEDULE 12

APPORTIONMENT FOR DUST, SMOKING AND YEARS OF EMPLOYMENT

SCHEDULE 12

DUST, SMOKING AND YEARS OF EMPLOYMENT

METHOD OF APPORTIONMENT

1. Damages payable pursuant to Schedule 11 shall be apportioned to take account of:

   (a) The Claimant's exposure to dust and the effects of smoking tobacco products.

   Pneumoconiosis X-ray (PXR) data is used to estimate levels of dustiness at each colliery.

   The Claimant's smoking history is divided into periods of:

   (i) Non-smoking;

   (ii) Light smoking: less than 15 ready-made cigarettes per day (or broad equivalence in terms of hand-rolled tobacco, cigars and pipe tobacco);

   (iii) Average smoking: 15-24 ready-made cigarettes per day (or broad equivalence in terms of hand-rolled tobacco, cigars and pipe tobacco);

   (iv) Heavy smoking: 25 or more ready-made cigarettes per day (or broad equivalence in terms of hand-rolled tobacco, cigars and pipe tobacco).

   The basic equivalence is that one year's heavy dust exposure equates to one year's average smoking.

   (b) The number of years spent working underground in coal mines prior to 4 June 1954 as compared to the number of years spent working underground in coal mines after the 4 June 1954.

   (c) The amount of tortious dust it is assumed the Claimant was exposed to compared to the "innocent dust" for which there is no liability.

   The amount of tortious dust it is assumed the Claimant will have been exposed to will depend on the area in which the collieries he worked at were situated and the periods during which he was employed. The figures to be used are set out in the table below:

AREA	1954-1959 %	1960-1964 %	1965-1969 %	1970-1974 %	1975-1984 %	1985-1989 %	1990-1995 %
Scotland *	50	35	40	25	15	14	14
Northumberland	60	40	40	25	15	14	14
Durham	50	50	50	25	15	14	14
N Yorks	40	35	50	35	25	23	21
Doncaster	40	38	45	30	25	23	21
Barnsley	40	40	45	35	25	23	21
S Yorks	40	38	45	25	20	19	19
N Derbys	50	40	40	35	15	14	14
N Notts	50	35	42	25	15	14	14
S Notts	50	40	42	30	20	19	19
S Mids	50	38	42	25	15	14	14
Staffs	37	40	50	~~25~~**35**	20	19	19
N West	40	50	50	35	20	19	19
S Wales	37	39	50	30	25	23	21
Kent	37	50	40	35	15	14	14

***** Figures to be used for the purposes of claims brought in England and Wales under this Agreement.

The year in which any Claimant began and ceased work underground in the Defendant's mines should be counted as half years only. For tortious dust the year 1954 is counted only as a half year.

2. The damages assessed in Schedule 11 shall also be adjusted to take account of:

   (a) The different jobs that the Claimant undertook during his underground working life. This is necessary because PXR data are based on average levels of pneumoconiosis throughout the colliery and do not take into account the fact that certain occupations were exposed to higher levels of dust than others. To deal with this the following job factors will be used:

Face Worker	1.5
Rippers and Packers	1.5
Development Worker	1.3
Overmen/Deputies	1.0
Underground Craftsmen	1.0
Conveyor and Haulage Attendants	0.7
Other occupations underground	0.7
Underground but occupations not known*	1.0
Bord and Pillar working	2.0

   * Applies to posthumous claims only.

   (b) For men employed for only short periods of time underground, factors are to be applied to the PXR score. For men employed:

      (i) For 8-9 years a factor of 0.9 should be applied to the factored PXR score.

(ii) For 6-7 years a factor of 0.8 should be applied.

(iii) For 4-5 years a factor of 0.7 should be applied.

(iv) For less than 4 years a factor of 0.6 should be applied.

(c) The potential that the Claimant's job provided for the use of respirators. Respirators should have been provided and worn from 1965-1985 onwards and failure to have provided and ensured the wearing of respirators during this period will result in the conversion of innocent dust to tortious dust according to the following table:

Face Workers - hand filling	15%
Rippers and Packers	15%
Face Worker - mechanised	25%
Development Worker	40%
Overmen/Deputies	30%
Underground Craftsmen	40%
Conveyor/Haulage Attendant	50%
Other occupations underground	40%
Posthumous claims only	33%
Bord and Pillar working	15%

(d) A progressive cap is placed upon the effect of the respirator factor in the sense that any consequent increase in the overall tortious dust figure in excess of 10% will be halved.

Mixed Worker

3. The DTI have also agreed to compensate Mixed Workers for any period of time spent underground and on the surface whilst employed in a Surface Dusty

Occupation. In calculating the five year underground period to enable a claimant to qualify as a Mixed Worker, both pre and post 4 June 1954 underground employment will be taken into account. For the avoidance of doubt, the DTI do not accept liability for any other period of time which the man spent on the surface and are not liable to pay compensation to Pure Surface Workers. Men who were employed in Surface Dusty Occupations are entitled to compensation for such periods where appropriate, on the same terms as for underground workers. Compensation will be calculated under the terms of this Agreement, including the dust apportionment calculation referred to in this Schedule for each period of time where the Mixed Worker is engaged in a Dusty Occupation on the surface, save that the job factor to be applied will be 0.5 and the respirator factor will be 50 per cent for the period between 1960 and 1985. The short service factors set out in paragraph 2(b) of this Schedule will also apply and in calculating whether the short service factors should apply the cumulative period of employment consisting of both underground and Surface Dusty employment will be taken into account.

The list of occupations which have been agreed between the parties to be Surface Dusty Occupations are as follows:

Job Title	**Description**
Tippler Operators	
(inside enclosed plant)	Placing tubs/trams/drams into tippler and operating tippler
Picking Belt Operators/Attendants	Alongside picking belt removing stone etc.
Raw Coal Plant Conveyor	
Attendant/Labourer	Cleaning up spillage in Raw Coal Screening/Conveyor area
Raw Coal Crusher Attendant	Clearing chute blockages, ensuring crushing is operating properly and cleaning up.
Raw Coal Screen Attendant	Maintaining clear shutes, screen decks, clearing 'pegging' material and cleaning up
Bradford Breaker Operator	Ensuring machine is not blocked, inspecting for loose flights etc. and cleaning up
Dry Cleaner Table Operator	Controlling coal shale separation on D.C. Table and checking chutes
Dry Cleaner Screen/	
Fan Attendant	Checking screens/chutes for blockages and cleaning up
Thermal Dryer Operator	Controlling furnace (temperature and coal)
Screen hand/attendant/	
Screen Engineman	General work on screens
Washbox/Baum Box	Controlling coal/shale separation in washbox

Job Title	Description
Washery Operator/Attendant	Controlling operation of screens, centrifuges, crushers etc.

Any claimant who is not covered by the above categories and spent more than 50% of his working shift within the preparation plants will be reviewed on an individual basis to determine whether his occupation can be similarly assumed to be dusty.

4. Where a Mixed Worker has been employed in a non CHA occupation, as referred to in paragraph 5 below, which has meant that the time he was employed in that occupation was not wholly underground, then in calculating the 5 year underground period to enable him to qualify as a Mixed Worker, this will be calculated by reference to the percentage of time actually spent underground as indicated by the Dust Reference Panel. For example, if a claimant worked in a non CHA occupation for 10 years and 50% of that time was spent underground, the qualifying criteria of 5 years underground would be met. However if the claimant had spent 9 years in that occupation, then he would only have worked for 4.5 years underground and thus would not qualify as a Mixed Worker

   The short service factors set out in paragraph 2b above will also apply, adjusted to reflect the percentage of time spent underground in the non CHA occupation. For example, where a claimant had worked in a non CHA occupation for 18 years, 50% of which time was underground therefore giving a total of 9 years underground, then a factor of 0.9 will be applied to the PXR score to reflect the agreement reached on short service factors.

5. In addition to the jobs and respirator factors set out under paragraph 2 above, the parties have accepted advice from the Dust Reference Panel that men in the following occupations should be entitled to compensation. This will be calculated by reference to the agreed job and respirator factors and the percentage of time that the men would have spent underground, as set out in the following table. The Dust Reference Panel are available to consider issues that relate to the quantification of dust exposure as provided for in Annex 1.

Occupation	Job Factor	% of time spent underground	Respirator Factor
Under Manager	1	100	30%
Deputy Manager	1	66.6	30%
Manager	1	50	30%
Safety Engineer	1	25	30%
Mechanical Engineer	1	25	30%
Electrical Engineer	1	20	30%

Occupation	**Job Factor**	**% of time spent underground**	**Respirator Factor**
Surveyor	0.7	50	30%
Survey Office Staff	0.7	50	30%
Safety Officer	1	50	30%
Ventilation Officer	1	50	30%
Assistant Ventilation Officer	1	66.6	30%
Dust Suppression Officer	1	100	30%
Salvage Worker	0.7	50	40%
Shift Charge Engineers	1	80	40%
Basic Mining Instructors	1	80	15%
Face Fitters/Mechanics (spending full working shift on the face)	1.5	100	25%
Fitters/Mechanics/Maintenance Fitters (spending full working shift underground)	1	100%	40%
Mechanical/Electrical Deputies/Assistants	1	30%	60%
Mechanisation Demonstrators*	1.3		30%
Blacksmiths*	0.7		40%

*Note that the DRP will consider the percentage of time spent underground in the last two categories on an individual basis.

6. Any occupations not referred to in paragraphs 2 to 5 above are known as Non-CHA Occupations and are dealt with in the Non-CHA Protocol (see Schedule 12 Annex 2)

7. The apportionment for each of the above factors will be calculated by the use of a computerised model to determine the recoverable proportion of quantum for Claimants. The following information will be entered into the model:

   (a) An agreed Employment History; and

(b) The smoking history as verified by the RS.

8. THE **recoverable proportion of quantum figure to be applied in cases where both COPD and PMF are to be compensated under paragraph (c) of Schedule 18 will be calculated as follows:**

The apportionment figures both before and after the adjustment for smoking are obtained. The appropriate respiratory disability levels for both PMF and for COPD as at date of the MAP report ~~is~~ are taken and a weighted average is then obtained between the smoking (applied to the COPD disability) and non smoking (applied to the PMF disability) apportionment figures. This weighted average is then applied to the offer calculated under Schedule 11. In a case such as this, the total relevant disability will be a combination of both the COPD and PMF disability levels.

For example:

Dust apportionment figure including smoking – 18.37%
Dust apportionment figure excluding smoking –~~–~~27.76%
As at date of MAP report: -
disability due to COPD –~~–~~40%
disability due to PMF – 20%
Weighted average calculation:

a) 40 (COPD disability) x 18.37% (dust figure including smoking) = 734.80
b) 20 (PMF disability) x 27.76% (dust figure excluding smoking) = 555.20
c) Weighted average = 1290 (734.80 + 555.20) divided by 60 (total of COPD and PMF disability at date of MAP) = 21.50%

9. Master copies of the computer program are held at the offices of:

Irwin Mitchell
Solicitors
St Peters House
Hartshead
Sheffield
S1 2EL

Hugh James
Solicitors
Martin Evans House
Riverside Court
Avenue de Clichy
Merthyr Tydfil
CF47 8LD

DTI
1 Victoria Street
London
SW1H 0ET

Nabarro Nathanson
Solicitors
1 South Quay
Victoria Quays
Wharf Street
Sheffield
S2 5SY

Thompsons
Solicitors
Percy House
Percy Street
Newcastle Upon Tyne
NE1 4QW

Capita Claims Management
Queens House
105 Queen Street
Sheffield
S1 1GN

10. The computer program may require modification/adjustment from time to time and such modification/adjustment shall only be made upon the express agreement of the CG and the DTI. In the event that the program is modified/amended, master copies of the revised version shall be maintained as provided for in paragraph 5 above and such revised version shall be distributed to the members of the CSG.

Annex 1

DUST REFERENCE PANEL

TERMS OF REFERENCE

1. The Dust Reference Panel ('the Panel') will comprise of at least 2 members, one representative each from the DTI and the Co-ordinating Solicitors' Group, chosen for their expertise in the assessment of dust exposure and the workings of the apportionment model. The members agreed by both parties at the date of commencement are Dr. Ford and Alun Davies.

2. The purpose of the Panel is to provide assistance and advice to the parties to the Claims Handling Agreement in relation to the agreed apportionment model. It is intended that the Panel will provide advice as to any disputes that may arise in individual claims that cannot be resolved between the parties involved.

3. The Panel will advise as to the data that is to be input into the model and any disputes over the operation of the model in individual claims. The Panel will not advise as to issues involving the apportionment model itself or its software.

4. Reference to the Panel can be sought only according to the following separate routes:

    (i) Request from Mr. Horsley, the author of the dust model program, in writing, copied to Hugh James and Nabarro Nathanson on behalf of the parties.

(ii) Joint instruction from Capita and an individual claimant's solicitor, as set out in 6 below.

(iii) Joint instruction from the DTI and the CG.

5. For the avoidance of doubt, no request to the Panel is to be made unilaterally by any party other than Mr. Horsley and all requests must be in writing copied to Hugh James and Nabarro Nathanson.

6. In relation to a disagreement in an individual claim, the following procedure is expected before any joint instruction is made to the Panel:

(i) The Claimant's solicitor should contact the Capita 'help desk', whereupon Capita will aim to explain why the disagreement has arisen as to the Claimant's apportionment result.

(ii) If the disagreement cannot be reconciled the issue should be discussed between the Claimant's solicitor and the Capita claims handler with conduct of the claim in order to resolve the matter or, where appropriate, prepare a joint written instruction to the Panel.

7. On receipt of a request or instruction, the Panel should respond with its advice or request for further information in writing to both parties. All Panel decisions and advice must be by express agreement of both members. If the two members of the Panel are unable to reach agreement between

themselves they should notify the parties in writing to this effect, explaining the difference of opinion. The Panel shall use their best endeavours to reply to instructions from the parties within 14 days of receipt of those instructions.

8. Panel decisions and advice are not binding upon the parties but it is the intention of the parties that individual Panel decisions should be followed. Any subsequent reference to the formal Disputes Procedure under the Claims Handling Agreement must take a Panel decision into account and treat the same as highly persuasive, only to be disregarded in the most exceptional of circumstances. Any decision as to the award of costs against a party should take into account any decision by the Panel.

9. It is the intention of the parties that the Panel decision is admissible in evidence in any subsequent court proceedings relating to the individual claim in which it was provided.

10. The members of the Panel will be paid individually as set out in their contracts with the DTI. The Panel will however be required to provide the parties with a budget before any additional expenditure, not covered within their contracts, is incurred and all such expenditure will have to be authorised in advance by the DTI.

Annex 2

PROTOCOL FOR CALCULATING APPRORTIONMENTS AND JOB FACTOR IN NON CHA OCCUPATIONS

1. The job factors for all Claimants whose employment was/is totally underground are set out in the Claims Handling Agreement.

2. Job factors were not provided in the Claims Handling Agreement for those occupations, which result in employment being partly underground and partly elsewhere. These occupations have become known as non CHA occupations.

3. Job factors have now been allocated to a number of these non CHA occupations is found at Appendix 1 to this protocol.

4. Claimants who have a part underground employment but whose occupation is not listed in Appendix 1 will now have their job factors and apportionments calculated on an individual basis by the DRP. However, the parties have agreed that further generic referrals may arise in the future. If this arises, then a generic referral will be agreed between the DTI and the CG. Individual referrals are to be submitted by the Claimant's Representative on notice to Capita or by Capita on notice to the Claimant's Representative. The party preparing the referral should liaise with the other party before submitting the referral to the DRP to avoid duplication of effort.

5. Appendix 2 is a list of those occupations for existing Claimants who will have their job factors and apportionments calculated by the DRP. Those under the heading Generic Referrals (a) will be the subject of an agreed joint generic referral. Individual solicitors who presently have Claimants within those job descriptions will be informed and will be invited to send statements to the DRP should they think it advisable.

Those whose job description come within Generic Referrals (b) will be the subject of a reference to the DRP who have been asked to state whether they feel these occupations can be the subject of a generic referral or whether they should be the subject of individual referrals.

6. All Claimants whose occupations do not fall within the Claims handling agreement or Appendices 1or 2 may have to have their job factor an apportionment calculated by the DRP. Note this procedure only applies for those Claimants with some underground exposure.

7. Where the referral is prepared by the Claimant's Representative, they will complete the form at Appendix 3 and will forward a copy of the form to Capita and the DRP simultaneously together with the Claimant's witness statement dealing with the following:

    a. Job description.
    b. An indication of the percentage of time spent underground and that spent on the surface, the proportion of each shift spent underground and on the surface, and the number of shifts per week to which this percentage applied.
    c. A detailed description of where the work underground was done and the nature of the work underground.
    d. An indication as to whether any of the work carried out on the surface was a surface dusty occupation. A list of the currently agreed surface dusty occupation is attached at Annex 4.

    Other witness statements in support may also be submitted by the DRP if necessary.

    (ii) Within 28 days of receipt of the Claimant's evidence referred to in paragraph (i) above, Capita will submit to the DRP and to the Claimant's Representative the following documents:

        a. Employment History drawn up by Capita.

b. Training Records
c. Information from other accident/disease claims.
d. Earnings and other records, including certificate/authorisations.
e. Witness Statements obtained by Capita if required.
f. Smoking History.

(iii) Where the referral is prepared by Capita, they will complete the form at Appendix 3 and will forward copy of the form to the Claimant's Representatives and DRP simultaneously together with the documents referred to in paragraph (ii) above.

(iv) Within 42 days of receipt of the Capita**'s** evidence referred to in paragraph (iii) above, the Claimant's Representatives will submit to the DRP and to the Capita the Claimant's witness statement dealing with the matters referred to in paragraph 1 above, together with other witness statements in support if necessary.

(v) When the DRP received the witness statements from the Claimant's Representative and the documentation from Capita they will calculate and agree a job factor, and respirator factor and then calculate the full dust apportionment figure using the full employment history to do so, using a version of the dust calculator provided to them only and to be used specifically for this purpose. The DRP will send their decision together with a copy of the Dust Calculation to both the Claimant Representative and to Capita. For the avoidance of doubt, where the party not preparing the referral do not provide the information to DRP within the period referred to in paragraphs (ii) or (iv) above is appropriate, the DRP shall proceed to make a decision solely on the basis of the evidence of the party submitting the referral.

(vi). In deceased cases, the DRP will be able to use statements for living Claimants with similar occupations to the deceased miner, whose cases have been previously submitted to them. The Claimant's Representatives and Capita may also submit witness statements to

assist the Dust Reference Panel in their deliberations. If there are no living Claimant with similar occupations whose cases have been referred to in the Dust Reference Panel witness statements may be essential.

8. The Dust Reference Panel may seek information concerning occupations, result of referrals as the panel see fit. If such enquiries are likely to result in expenditure authority will be required as provided for by paragraph 10 in the terms of reference.

9. Appendix 2 has been prepared as a result of the analysis of approximately 70,000 claims questionnaires and does not include any analysis of any claims questionnaires submitted in Scotland. The procedure for determination of job factors and apportionments for Scottish Claimants will be identical for those miners who worked in England or Wales.

10. Generic referrals will be supported by similar evidence to that submitted for individual referrals under paragraph 7 above.

11. If either party disagrees with the decision of the DRP, they shall be entitled to resort to the general disputes procedures or failing that to litigate the matter to resolve the issue.

APPENDIX 1

NON-CHA OCCUPATIONS
WHERE A JOB FACTOR HAS BEEN ALLOCATED BY THE DRP

Under Manager

Deputy Manager

Manager

Safety Engineer

Mechanical Engineer

Electrical Engineer

Surveyor

Survey Office Staff

Safety Officer

Ventilation Officer

Assistant Ventilation Officer

Dust Suppression Officer

Salvage Workers

Basic Mining Instructors

Shift Charge Engineers

Mechanics

Mechanical/Electrical Deputies/Assistants

Mechanisation Demonstrators

Blacksmiths

APPENDIX 2

NON CHA OCCUPATIONS WHICH REQUIRE JOB FACTORS AND APPORTIONMENTS TO BE CALCULATED BY THE DRP

GENERIC REFERRALS

It has been agreed by the CG and the DTI that the following occupations should be the subject of generic referrals. Individual solicitors who have Claimants in the occupations set out below will be informed when the matter is referred to the DRP and should submit within 42 days of such notification any statements that they would wish the DRP to consider. Where a pattern has emerged from individual referrals then, subject to agreement between the Claimant's solicitor and Capita, that pattern may be followed in respect of further individual claims without additional referrals.

Underground Blacksmith.

There are some 210 claims that indicate the occupation of an Underground Blacksmith. The DRP has previously considered the occupation of a Blacksmith and determined that it should be treated as a Surface Non Dusty occupation. However, it is clear that there are claims where Blacksmith's were deployed underground.

Full Time Mines Rescue.

There are some 60 claims that indicate the occupation of a Full-Time Mine Rescue Worker (this category also captures the occupation title of a Brigadesman, which is a colloquial term for mines rescue).

Training Instructor

There are some 30 claims that indicate the occupation of **a** Training Instructor who was based at a Training Centre.

INDIVIDUAL REFERRALS (b)

The DRP is to be asked whether they feel that the following job occupations can be dealt with as generic referrals. If so Claimant solicitors will be so informed and again will be invited to submit statements in support. If the DRP feel that the occupation should be dealt with individually then the procedures set out in the protocol should be followed.

Safety Department.

There are some 40 claims that indicate a Safety Department related occupation. These include the job titles of Safety Team member, Safety Worker and underground Safety.

Ventilation Department.

There are some 20 claims that indicate a Ventilation Department related occupation. These include the job titles of Ventilation Team, Ventilation shaft and assistant to the Ventilation Officer.

Mining Instructor.

There are some 90 claims that indicate Mining Instructor related occupations. These include the job titles of Advance Mining Instructors, Training Department, etc.

Fire Officer.

There are some 40 claims that indicate the occupation of a Fire officer.

Method Study Engineer

There are some 40 claims that indicate either Method Study or Works Study Engineer.

Mechanisation Staff.

There are some 30 claims that indicate Mechanical Staff related occupations. These include the job titles of Mechanisation Demonstrator, Mechanisation Engineer, Mechanisation team, etc.

Chargehand.

There are some 70 claims that indicate the occupation of Chargehand. These include the job titles of Foreman and Chargeman.

[NB: These occupations are correct as of date of publication although it is accepted by both parties that amendments will be required in the future.]

APPENDIX 3

APPLICATION FOR REFERRAL TO THE DUST REFERENCE PANEL

i. Name

ii. Address

iii. Colliery

iv. Name

v. Solicitor's Reference

vi. Capita reference

vii. Occupation

APPENDIX 4

LIST OF DUSTY OCCUPATIONS

Job Title	Description
Tippler Operators (inside enclosed plant)	Placing tubs/trans/drams into tippler and operating tippler
Picking Belt Operators/Attendants	Alongside picking belt removing stone etc.
Raw Coal Plant Conveyor Attendant/Labourer	Cleaning up spillage in Raw Coal Screening/Conveyor area
Raw Coal Crusher Attendant	Clearing chute blockages, ensuring crushing is operating properly and cleaning up.
Raw Coal Screen Attendant	Maintaining clear shutes, screen decks, clearing 'pegging' material and cleaning up
Bradford Breaker Operator	Ensuring machine is not blocked, inspecting for loose flights etc. and cleaning up
Dry Cleaner Table Operator	Controlling coal shale separation on D.C. Table and checking chutes
Dry Cleaner Screen/ Fan Attendant	Checking screens/chutes for blockages and cleaning up
Thermal Dryer Operator	Controlling furnace (temperature and coal)
Screen hand/attendant/ Screen Engineman	General work on screens
Washbox/Baum Box	Controlling coal/shale separation in washbox
Washery Operator/Attendant	Controlling operation of screens, centrifuges, crushers etc.

The list of dusty occupations set out below is inclusive but not exhaustive.

Any claimant who is not covered by the above categories and spent more than 50% of his working shift within the preparation plants will be reviewed on an individual basis to determine whether his occupation can be similarly assumed to be dusty.

SCHEDULE 13

INTERIM PAYMENTS

Annexes

1. **Letter to solicitor – claimants attendance at Spirometry, test incomplete.**
2. **Letter from solicitor to RS – Claimant unable to complete spirometry test.**
3. **Doctors certificate.**

SCHEDULE 13

INTERIM PAYMENTS

Interim Payments will be made as follows:

1. The DTI will make an interim payment of £2,000 upon provision by a Claimant to Capita of a copy of a PD.D12 assessment (chronic bronchitis and emphysema) or, in respect of deceased mineworkers, DSS medical papers that demonstrate that applications under current criteria would succeed, provided that:

   (i) the Claimant/deceased worked underground in a BCC mine for at least 5 years post 4th June 1954; and

   (ii) in the case of a surviving mineworker, at date of receipt of the certificate the Claimant has not undergone screening spirometry.

   In the case of a deceased mineworker, an interim payment will be paid to the Estate upon production of Letters of Administration or Grant of Probate.

2. An interim payment in respect of the Bereavement Award shall be advanced to the widow in accordance with the procedure identified at Schedule 8 as follows:

   (i) £3,500 for deaths from 1 January 1983 to 31 March 1991;

   (ii) £7,500 for deaths from 1 April 1991 to 31 March 2002;

   (iii) £10,000 for deaths from 1 April 2002 onwards.

   Interest shall run from date of death for Claimants under paragraph 2(i) (ii) or (iii). Payments shall be in full and final satisfaction of claims for bereavement in respect of (i) (ii) or(iii)

3. For deaths prior to 1 January 1983, an interim payment of £3,500 shall be advanced to the Estate in accordance with the procedure identified at Schedule 8.

Interest shall run from the Date of Receipt of the Letter of Claim for payments under paragraph 3. Payments shall be in full and final satisfaction of claims for loss of expectation of life.

4. Where a widow has received an interim payment under paragraph 2 above, a further interim payment of £2,000.00 will be made on account of the Law Reform Act damages where it is confirmed that there is a widow and that she is a beneficiary under the Estate and her status as a beneficiary is confirmed by the Claimant's Representative.

5. Where one or more of the descriptors or conditions which are listed at Schedule 8, Part II, paragraph 2, appears on the death certificate but on the evidence available before the MAP takes place such condition(s) is not accepted as having caused or contributed to death, a bereavement award will not be payable to the widow pursuant to Schedule 8 and instead an interim payment of £1000 shall be made to her. However, if the RS subsequently indicates in the MAP report that the condition(s) did cause or contribute to death, a bereavement award will then be paid to the widow.

6. An interim payment will be made to claimants who produced an invalid screening spirometry test result because they were too ill to complete the test provided that their GP has certified that they have been diagnosed as having COPD by a hospital consultant in the form of a certificate at Annex 3.

   Appropriate letters from the doctor to the Claimants Representative and the Claimant's Representative to the GP requesting completion of the certificate can be found at Schedule 12 Annex 1 and 2.

   (i) an amount of £1,000 will be payable subject to the claimant having worked for at least five years underground with British Coal Corporation after 4 June 1954 (1949 in Scotland);

   (ii) an amount of £2,000 will be payable subject to the claimant having worked at least 10 years underground with British Coal after 4 June 1954 (1949 in Scotland).

7. Where a Claimant's Medical Report has been served an Interim Payment will be made where provided for in paragraphs 5 and 6 of the Procedure for Handling Claims. The sum to be paid will be determined by Capita and will be a reasonable sum based on all the relevant circumstances at the time the claim is assessed for this purpose and, in respect of a deceased mineworker, will be paid upon production of Letters of Administration or Grant of Probate.

8. Further Interim Payments will be made upon completion of Screening Spirometry in accordance with the tables below and the conditions applied thereto.

The following payments apply to interim payments made from 1 April 2004**5**. For previous Interim payment rates for payments made prior to this date, please refer to the tables on pages ~~524 to 531~~**538 to 546**.

Spirometry Interim Tariffs with Effect from 1 April 2004**5**

Tariff from 1 April 2005 to 31 March 2006		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	**5-9**	**10 or more**
80	**1588**	**1984**
79	**1605**	**2280**
78	**1627**	**2347**
77	**1645**	**2421**
76	**1666**	**2495**
75	**1685**	**2564**
74	**1708**	**2638**
73	**1724**	**2699**
72	**1747**	**2762**
71	**1769**	**2835**
70	**1787**	**2898**
69	**1809**	**3017**
68	**1825**	**3136**
67	**1844**	**3254**
66	**1865**	**3373**
65	**1888**	**3493**
64	**1905**	**3612**
63	**1922**	**3732**
62	**1945**	**3850**
61	**1968**	**4089**
60	**1984**	**4326**
59	**2058**	**4462**
58	**2127**	**4604**
57	**2201**	**4740**
56	**2268**	**4881**
55	**2342**	**5018**
54	**2416**	**5160**
53	**2483**	**5296**
52	**2558**	**5437**
51	**2626**	**5573**
50	**2699**	**5716**
49	**2796**	**5869**
48	**2898**	**6027**
47	**2993**	**6179**
46	**3096**	**6333**
45	**3197**	**6485**

Tariff from 1 April 2005 to 31 March 2006		
	Years underground post 4 June 1954*	
FEV 1% of Predicted	5-9	10 or more
44	**3293**	**6645**
43	**3391**	**6798**
42	**3493**	**6952**
41	**3594**	**7109**
40	**3691**	**7262**
39	**3804**	**7433**
38	**3923**	**7605**
37	**4036**	**7773**
36	**4149**	**7943**
35	**4270**	**8113**
34	**4383**	**8289**
33	**4497**	**8459**
32	**4611**	**8628**
31	**4728**	**8800**
30	**4842**	**8970**
29	**5013**	**9224**
28	**5182**	**9485**
27	**5352**	**9740**
26	**5522**	**10000**
25	**5693**	**10256**
24	**5869**	**10516**
23	**6039**	**10773**
22	**6209**	**11033**
21	**6379**	**11288**
20	**6549**	**11549**

Conditions

(I) FEV1 is based on the post-bronchodilator reading.

(ii) FEV1/VC ratio is less than 70%.

(iii) If reversibility following the bronchodilator exceeds 20% of base line FEV1 and 200 ml no offer will be made pursuant to this Schedule.

(iv) A Claimant must have worked underground in a British Coal mine for 5 years or more post 4 June 1954.

(v) A Claimant will give credit for any previous Interim Payments paid pursuant to paragraph 1.

(vi) For the purposes of calculating an Interim Payment, the FEV1 result shall be rounded to the nearest whole number.

Previous Interim Payment Tariff – valid from 24/09/1999 to 09/10/2000				
FEV1 % of Predicted	**Award**		**FEV1 % of Predicted**	**Award**
Over 80	£0		40	£2,500
70 to 80	£500		39	£2,550
60 to 69	£1,000		38	£2,600
59	£1,150		37	£2,650
58	£1,300		36	£2,700
57	£1,450		35	£2,750
56	£1,600		34	£2,800
55	£1,750		33	£2,850
54	£1,800		32	£2,900
53	£1,850		31	£2,950
52	£1,900		30	£3,000
51	£1,950		29	£3,050
50	£2,000		28	£3,100
49	£2,050		27	£3,150
48	£2,100		26	£3,200
47	£2,150		25	£3,250
46	£2,200		24	£3,300
45	£2,250		23	£3,350
44	£2,300		22	£3,400
43	£2,350		21	£3,450
42	£2,400		20 or below	£3,500
41	£2,450			

	Previous Interim Payment Tariff – valid from 10/10/2000 to 31/03/2002~~1~~	
FEV1% of predicted	**5 – 9**	**10 or more**
Over 80	£0	£0
80	£1400	£1750
79	£1415	£2010
78	£1435	£2070
77	£1450	£2135
76	£1470	£2200
75	£1485	£2260
74	£1505	£2325
73	£1520	£2380
72	£1540	£2435
71	£1560	£2500
70	£1575	£2555
69	£1595	£2660

	Previous Interim Payment Tariff – valid from 10/10/2000 to 31/03/20021	
FEV1% of predicted	**5 – 9**	**10 or more**
68	£1610	£2765
67	£1625	£2870
66	£1645	£2975
65	£1665	£3080
64	£1680	£3185
63	£1695	£3290
62	£1715	£3395
61	£1735	£3605
60	£1750	£3815
59	£1815	£3935
58	£1875	£4060
57	£1940	£4180
56	£2000	£4305
55	£2065	£4425
54	£2130	£4550
53	£2190	£4670
52	£2255	£4795
51	£2315	£4915
50	£2380	£5040
49	£2465	£5175
48	£2555	£5315
47	£2640	£5450
46	£2730	£5585
45	£2820	£5720
44	£2905	£5860
43	£2990	£5995
42	£3080	£6130
41	£3170	£6270
40	£3255	£6405
39	£3355	£6555
38	£3460	£6706
37	£3560	£6855
36	£3660	£7005
35	£3765	£7155
34	£3865	£7310
33	£3965	£7460
32	£4065	£7610
31	£4170	£7760
30	£4270	£7910
29	£4420	£8135
28	£4570	£8365
27	£4720	£8590
26	£4870	£8820

	Previous Interim Payment Tariff – valid from 10/10/2000 to 31/03/20021	
FEV1% of predicted	**5 – 9**	**10 or more**
25	£5020	£9045
24	£5175	£9275
23	£5325	£9500
22	£5475	£9730
21	£5625	£9955
20 or below	£5775	£10185

Tariff from 1 April 2001 to 31 March 2002

	Years underground post 4 June 1954	
FEV 1% of predicted	**5-9**	**10 or more**
Over 80	0	0
80	1438	1797
79	1453	2064
78	1474	2126
77	1489	2193
76	1510	2259
75	1525	2321
74	1547	2388
73	1561	2444
72	1582	2501
71	1602	2568
70	1618	2624
69	1638	2732
68	1653	2840
67	1669	2947
66	1689	3055
65	1710	3163
64	1725	3271
63	1741	3379
62	1761	3487
61	1782	3702
60	1797	3918
59	1864	4041
58	1926	4170
57	1992	4293
56	2054	4421
55	2121	4544
54	2188	4673
53	2249	4796

Tariff from 1 April 2001 to 31 March 2002

	Years underground post 4 June 1954	
FEV 1% of predicted	**5-9**	**10 or more**
52	2316	4924
51	2378	5048
50	2444	5176
49	2532	5315
48	2624	5459
47	2711	5597
46	2804	5736
45	2896	5874
44	2983	6018
43	3071	6157
42	3163	6296
41	3256	6439
40	3343	6578
39	3446	6732
38	3553	6887
37	3656	7040
36	3759	7194
35	3867	7348
34	3969	7507
33	4072	7661
32	4175	7815
31	4283	7970
30	4385	8124
29	4539	8355
28	4693	8591
27	4847	8822
26	5001	9058
25	5156	9289
24	5315	9525
23	5469	9757
22	5623	9993
21	5777	10224
20	5931	10460

Tariff from 1 April 2002 to 31 March 2003

	Years underground post 4 June 1954	
FEV 1% of predicted	**5-9**	**10 or more**
Over 80	0	0
80	1457	1820

Tariff from 1 April 2002 to 31 March 2003

	Years underground post 4 June 1954	
FEV 1% of predicted	**5-9**	**10 or more**
79	1472	2091
78	1493	2153
77	1508	2221
76	1529	2288
75	1545	2351
74	1567	2419
73	1581	2476
72	1602	2533
71	1623	2601
70	1639	2658
69	1659	2767
68	1674	2877
67	1691	2985
66	1711	3094
65	1732	3204
64	1747	3313
63	1763	3423
62	1784	3532
61	1805	3750
60	1820	3969
59	1888	4093
58	1951	4224
57	2018	4348
56	2080	4478
55	2148	4603
54	2216	4733
53	2278	4858
52	2346	4988
51	2409	5113
50	2476	5243
49	2565	5384
48	2658	5529
47	2746	5669
46	2840	5810
45	2933	5950
44	3021	6096
43	3111	6236
42	3204	6377
41	3298	6522
40	3386	6663
39	3490	6819
38	3599	6976
37	3703	7131

Tariff from 1 April 2002 to 31 March 2003

	Years underground post 4 June 1954	
FEV 1% of predicted	**5-9**	**10 or more**
36	3807	7287
35	3917	7443
34	4020	7604
33	4125	7760
32	4229	7916
31	4338	8073
30	4442	8229
29	4598	8463
28	4754	8702
27	4910	8936
26	5066	9175
25	5223	9409
24	5384	9648
23	5540	9883
22	5696	10122
21	5852	10356
20	6008	10595

Tariff from 1 April 2003 to 31 March 2004

	Years underground post 4 June 1954	
	5-9	10 or more
FEV 1% of Predicted		
80	1500	1874
79	1515	2152
78	1537	2216
77	1552	2286
76	1574	2355
75	1590	2420
74	1613	2490
73	1627	2549
72	1649	2607
71	1671	2677
70	1687	2736
69	1708	2848
68	1723	2962
67	1741	3073
66	1761	3185
65	1783	3298
64	1798	3410
63	1815	3524
62	1836	3636
61	1858	3860

Tariff from 1 April 2003 to 31 March 2004

	Years underground post 4 June 1954	
	5-9	10 or more
60	1874	4086
59	1944	4213
58	2008	4348
57	2077	4476
56	2141	4610
55	2211	4738
54	2281	4872
53	2345	5001
52	2415	5135
51	2480	5263
50	2549	5397
49	2640	5542
48	2736	5692
47	2827	5836
46	2923	5981
45	3019	6125
44	3110	6275
43	3202	6419
42	3298	6564
41	3395	6714
40	3486	6859
39	3593	7019
38	3705	7181
37	3812	7341
FEV 1% of Predicted		
36	3919	7501
35	4032	7662
34	4138	7828
33	4246	7988
32	4353	8149
31	4466	8310
30	4573	8471
29	4733	8712
28	4894	8958
27	5054	9199
26	5215	9445
25	5377	9686
24	5542	9932
23	5703	10174
22	5863	10420
21	6024	10660
20	6185	10906

Tariff from 1 April 2004 to 31 March 2005

	Years underground post 4 June 1954	
	5-9	10 or more

FEV 1% of Predicted		
80	1539	1923
79	1556	2210
78	1577	2275
77	1594	2347
76	1615	2418
75	1633	2485
74	1656	2557
73	1671	2616
72	1693	2677
71	1715	2748
70	1732	2809
69	1753	2924
68	1769	3040
67	1787	3154
66	1808	3269
65	1830	3386
64	1846	3501
63	1863	3617
62	1885	3732
61	1908	3963
60	1923	4193
59	1995	4325
58	2062	4463
57	2133	4594
56	2198	4731
55	2270	4864
54	2342	5001
53	2407	5133
52	2479	5270
51	2545	5402
50	2616	5540
49	2710	5689
48	2809	5842
47	2901	5989
46	3001	6138
45	3099	6286
44	3192	6441
43	3287	6589
42	3386	6738
41	3484	6891
40	3578	7039
39	3687	7205
38	3802	7371
37	3912	7534
36	4022	7699
35	4139	7864
34	4248	8034

Tariff from 1 April 2004 to 31 March 2005

	Years underground post 4 June 1954	
	5-9	10 or more
FEV 1% of Predicted		
33	4359	8199
32	4469	8363
31	4583	8530
30	4693	8694
29	4859	8941
28	5023	9194
27	5188	9441
26	5352	9693
25	5518	9941
24	5689	10193
23	5853	10442
22	6018	10694
21	6183	10941
20	6348	11194

9. Where an interim payment has been made to a claimant under the provisions of this Schedule, the DTI reserves the right to recover part, or all, of such sums if:

   (i) the claimant's Screening Spirometry result attracts an expedited offer which is less than any interim payment already received and the claimant chooses not to pursue his claim further; or

   (ii) the claimant's total compensation based on the Medical Assessment Process is less than an interim payment already received.

Annex 1

To [Solicitor] From **Capita**

Dear [Solicitor]

Re Mr XYZ Capita Claim Number 0000

Mr XYZ has attended spirometry testing but was unable for medical reasons to complete the tests. As a result, it has not yet been possible to assess whether the claimant is entitled to an interim offer. However, it may still be possible to make the claimant an interim offer on the basis of GP records.

I would therefore be grateful if you would arrange for the enclosed form and covering letter to be forwarded, with the claimant's permission, to his GP. The completed form should be forwarded to us, via yourselves, as soon as possible. A £25.00 fee is payable to the GP, please pay the GP directly and we will then reimburse you upon receipt of the completed form.

Yours sincerely

Capita

Annex 2

To [Doctor] From [Solicitor]

Dear Dr

RE MR XYZ

I am the solicitor acting for your patient Mr XYZ who is currently pursuing a claim for personal injury under the British Coal Respiratory Disease Compensation scheme. As part of the initial assessment of such claims, spirometry tests of lung function are carried out. Many claimants receive interim offers of payment from the Department of Trade and Industry on the basis of their initial spirometry test results but this claimant was unable for medical reasons to complete the tests. As a result it has not yet been possible to assess whether he is entitled to an interim payment.

Mr XYZ will be proceeding to the full Medical Assessment Process in due course and on the basis of that assessment his claim will be considered for a full and final offer. However, with your assistance, we may be able to determine whether he is entitled to an interim payment in advance of any full and final offer.

The Department of Trade and Industry is conscious that many men who cannot give a valid spirometry result are found to be suffering from Chronic Obstructive Pulmonary Disease after they are fully assessed. The Department is therefore proposing to make interim payments to these claimants if their GPs can confirm that they have been either previously diagnosed by a hospital respiratory clinic as having the disease, or have been previously admitted to hospital because of the disease.

I would therefore be grateful if you would complete the enclosed form in respect of Mr XYZ, and return it to me as soon as possible. To assist you, a list of synonyms for Chronic Obstructive Pulmonary Disease (COPD) is provided below. I should reassure you that if you cannot give a positive confirmation at this stage this will not affect the final outcome of your patient's claim. A fee of £25.00 is payable to you for completing the form which we will supply to you upon receipt.

Mr XYZ has given his permission for this information to be disclosed. I enclose confirmation of his consent.

Yours sincerely

[solicitor]

SYNONYMS

Chronic Obstructive Pulmonary Disease is also known as:

Chronic Obstructive Airways Disease
COAD
COPD
Chronic bronchitis and emphysema
Emphysema
Chronic obstructive bronchitis

Annex 3

British Coal Respiratory Disease Litigation: Interim Compensation Payments

Name of Claimant	
Capita Number (*solicitor to enter*)	
Name/Address/Reference of Solicitor	
Address of Claimant	

Name of Doctor	
Address of Practice	

Statement by Doctor – please tick as appropriate.

☐ a) I confirm that the above named claimant has been previously diagnosed at a hospital respiratory clinic as having Chronic Obstructive Pulmonary Disease.

☐ b) I confirm that the above named claimant has been previously admitted to hospital because of Chronic Obstructive Pulmonary Disease.

☐ c) To the best of my knowledge the above named claimant has not been previously diagnosed at a hospital respiratory clinic as having Chronic Obstructive Pulmonary Disease, nor has he been admitted to hospital because of Chronic Obstructive Pulmonary Disease.

If a and/or b above apply, please give brief details below, or give any other information that you think should be considered.

Signed …… Dated ……

SCHEDULE 14

ORDER 1 OCTOBER 1998,

ORDER 28 JULY 1999

AND

ORDER 20 MARCH 2003

ORDER 1.10.1998

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

B E T W E E N:

A B & OTHERS

Plaintiffs

And

BRITISH COAL CORPORATION

Defendant

ORDER

BEFORE The Honourable Mr Justice Turner sitting in the Royal Courts of Justice on 1st October 1998

UPON APPLICATION by the Defendants

AND UPON HEARING Counsel for the parties:-

1. DEFINITIONS

BY CONSENT IT IS ORDERED THAT:-

1.1 The 'BCRDL Scheme' refers to the directions prescribed by this Order and all subsequent Orders made pursuant hereto;

1.2 The Claimants' Solicitors Group ('CSG') means those firms of solicitors, representing Plaintiffs as hereinafter defined, whose names are set out in Schedule 1 hereto together with all such firms of solicitors as may hereinafter join the CSG in accordance with the BCRDL Scheme;

1.3 The Co-ordinating Group of solicitors ('CG') are responsible for co-ordinating these proceedings on behalf of the Plaintiffs (such term includes Claimants) and are duly authorised to enter into and implement the BCRDL on behalf of the CSG. The CG consists of six firms of solicitors, namely Irwin Mitchell, Hugh James, Towells, Nelson & Co., Ross & Co. and Thompsons.

1.4 Messrs Irwin Mitchell, Hugh James and Thompsons are the firms of solicitors appointed pursuant to the BCRDL Scheme to act as lead solicitors of the CG.

1.5 'The Plaintiffs' are those plaintiffs who have notified claims as of 1st October 1998 together with such further Plaintiffs as may hereinafter join the BCRDL Scheme in accordance with the provisions of paragraph 3 hereof when re-drafted by the Defendant.

1.6 'The Defendants' are the British Coal Corporation and are the sole defendants to actions pursued within the BCRDL Scheme.

1.7 The Order hereinafter appearing applies to the Plaintiffs and the Defendants.
(vii)

2. THE REGISTER

IT IS ORDERED THAT:-

2.1 The Defendant shall keep a Register of all Plaintiffs to whom the BCRDL Scheme applies. Each firm which is a member of the CSG shall be served with an extract ('the extract') of the Register listing their clients, such lists to be broken down by branch office where appropriate. The Plaintiff's solicitor shall have 56 days to notify the Defendant of errors or omissions following service of extracts of the first Register.

2.2 Thereafter, the Register shall be reviewed and a summary of the information contained on the Register shall be prepared as at the last working day of March, June, September and December of each year. Each firm which is a member of the CSG will be served with an update of the extract within 14 days of such review and shall have a period of 28 days to notify the Defendant of errors or omissions.

2.3 Where the information at (a) – (e) hereof has been provided to the Defendant in the form annexed at Appendix 4 * hereto, the Register shall include:-

(a) Full name, address, postcode, and representative capacity if appropriate) of each Plaintiff;

(b) Name, address and reference of the Claimant's solicitor on the record for the Plaintiff;

(c) The Plaintiff's National Insurance Number, or if the action is brought under the LRA or FAA, the National Insurance Number of the Deceased;

(d) The date on which the letter of claim was received by the Defendant;

(e) The date on which the details relating to the Plaintiff were entered on the Register.

3. PARTIES

BY CONSENT IT IS ORDERED THAT:-

3.1 The claims notified to the Defendant by 1st October 1998 to go on to the Register, to be prepared by 31st December 1998 ('the First Register'), the concession having been made by the Defendant that the date of commencement of the action, and the date from which interest on general damages will run, is the date of notice of the claim.

3.2 Save as otherwise ordered, any Plaintiff subsequently wishing to join the BCRDL Scheme shall be entered on to the Register within 14 days after service by his solicitors on the Defendant of the particulars set out at paragraph 2 above in the form annexed hereto at Appendix 4. Subject to the Defendant raising Notice of Objection to that particular Plaintiff becoming party to the BCRDL Scheme within 14 days of service of the notice of claim, that Plaintiff (other than Plaintiffs who have already commenced proceedings at the date of this order) shall be deemed:-

(a) To be a Plaintiff on the writ herein, the date of commencement of that Plaintiff's action being the date of notice of the claim, and interest on general damages shall run from such date.

(b) To have served proceedings upon the Defendant on the next day on which the Register is reviewed (as provided for at paragraph 3.2 above) subsequent to the entry of that Plaintiff's details upon the Register.

(c) To be a party to and subject to the provisions of the BCRDL Scheme.

If a Notice of Objection is given in any case, then that action will become a party to the BCRDL Scheme only if, and on such terms as the Court thinks fit.

3.3 If a Plaintiff becomes a party to the BCRDL Scheme as herein provided for and if no Notice of Objection is give, his solicitor shall be deemed to be a member of the CSG.

3.4 No order as to any cut-off date for the BCRDL Scheme.

4. TRANSFER

BY CONSENT IT IS ORDERED THAT:-

4.1 All existing actions issued out of the County Courts shall be transferred to the High Court, otherwise adjourned until the directions hearing fixed for 21st December 1998.

4.2 The consolidation of existing actions with this action adjourned until the said directions hearing.

5. SCHEDULES OF INFORMATION & MEDICAL RECORDS AND CONSENTS

BY CONSENT IT IS ORDERED THAT:-

5.1 The issues as to the content and timetable for service of the Schedule of Information are adjourned for adjudication by the Court at the hearing to determine the Medical Assessment Process.

5.2 The Plaintiff has the right to object to a Request for Further and Better Particulars or Interrogatories within 14 days of the service of the same and in the event of such objection the Court will rule on the reasonableness of the Request or Interrogatories.

5.3 If an individual Statement of Claim/Particulars of Claim has been served by the date of the order prescribed herein omitting facts or matters required to be pleaded in the form of the Schedule of Information, when determined pursuant to paragraph 5.1 above. Such a Schedule of Information in that form shall be served and shall stand instead of the pleading originally served.

5.4 The information to be served by the Plaintiff with the completed Schedule of Information is adjourned until resolution of the Medical Assessment Process.

6. INDIVIDUAL DEFENCES

BY CONSENT IT IS ORDERED THAT:-

6.1 Within 28 days of a medical report being obtained by the Defendant in accordance with the Medical Assessment Process, that is to be determined pursuant to paragraph 7.1, a Defence shall be served stating whether the claim is admitted and if not, the Grounds of Defence relied upon.

6.2 In the BCRDL Scheme no Defence may be served which pleads limitation in respect of emphysema or small airways disease, other than limitation pursuant to the Limitation Act 1939.

7. MEDICAL EXAMINATION

BY CONSENT IT IS ORDERED THAT:-

7.1 The manner and form of the Medical Assessment Process is adjourned for adjudication at a later hearing.

8. SCHEDULE OF LOSS & EXPERT REPORTS

BY CONSENT IT IS ORDERED THAT:-

8.1 The timetable and nature of service of the schedules of loss and accompanying expert reports are adjourned until the determination of the Medical Assessment Process.

9. SETTING DOWN & TRIAL

BY CONSENT IT IS ORDERED THAT:-

9.1 No action shall be set down for Trial otherwise than in accordance with specific directions to be made hereinafter by the Court.

10. GENERIC COSTS

IT IS ORDERED THAT-

10.1 The Plaintiffs to serve a response to Appendix 3 hereto, within 21 days.

10.2 Any Generic Costs and Disbursements ordered to be paid by the Defendants to the Plaintiff shall be paid to the CG.

11. GENERAL

BY CONSENT IT IS ORDERED THAT:-

11.1 All matters reserved to Mr Justice Turner, subject to the determination of the application in respect of interlocutory matters adjourned to the hearing fixed for 21st December 1998.

12. There shall be liberty to apply generally.

13. Automatic directions under Order 25 rule 8 do not apply to claims brought under the BCRDL Scheme.

14. The matter is re-listed for hearing on 21st December 1998.

15. The costs on this summons to be Generic Costs and to be the Plaintiffs' in any event.

UPON APPLICATION by the Plaintiffs

AND UPON HEARING Counsel for the parties:-

1. MEDICAL ASSESSMENT

IT IS ORDERED THAT:-

1.1 The determination of the specification for the Medical Assessment of claims (including fatal claims) is adjourned for adjudication pursuant to paragraph 7.1;

1.2 Both Parties to exchange specifications for the assessment of fatal claims within 21 days;

1.3 The Court shall hear evidence limited to one medical expert per side but with liberty to apply;

1.4 Reports of such medical experts to be exchanged within 42 days and supplementary reports 21 days thereafter.

2. DUST ASSESSMENT AND APPORTIONMENT

BY CONSENT IT IS ORDERED THAT:-

2.1 Matter adjourned until the 21st December 1998.

3. DAMAGES

BY CONSENT IT IS ORDERED THAT-

3.1 The parties shall exchange proposals for the assessment of damages in the fatal claims within 21 days.

4. SURFACE DUST

IT IS ORDERED THAT

4.1 The Plaintiffs shall provide details of a group of individual cases as provided for by Order dated 29th July 1998 by 28th October 1998.

4.2 The Defendant shall serve a response to the Plaintiffs preliminary issue on surface dust within 28 days thereafter.

5. FURTHER HEARING

BY CONSENT IT IS ORDERED THAT:-

5.1 The matter is listed for further directions at the hearing fixed for 21st December 1998.

6. OTHER MATTERS

BY CONSENT IT IS ORDERED THAT

6.1 The time for service by the Plaintiffs of bills of costs pursuant to the Order of 6th February 1998 do be extended to 30th November 1998.

6.2 The Defendant shall notify the Plaintiffs of the proposals for Interim Payments in fatal cases before the hearing on 6th November 1998 [and extends the class of widows to whom Interim Payments of £2,000 will be made to include widows whose late husbands worked underground in the employment of the Defendant for at least 20 years and who produce a death certificate which identifies emphysema as a cause of death].

6.3 Liberty to apply.

6.4 The Plaintiffs costs hereof be paid by the Defendant.

Dated this 1st October 1998

ORDER 28.7.1999

IN THE HIGH COURT OF JUSTICE

QUEENS BENCH DIVISION

B E T W E E N :-

A B & OTHERS

Claimants

And

BRITISH COAL CORPORATION

First Defendant

And

CMC Defendants

Second Defendants

ORDER

BEFORE the Honourable Mr Justice Turner sitting in Bristol Crown Court on 28th July 1999.

UPON application by the parties AND BY CONSENT

IT IS HEREBY ORDERED THAT:-

1. This Order regulates the future conduct of all BCCRDL claims and replaces those provisions of previous Orders that conflict with the terms hereof.

2. The Order of 1 October 1998 do be varied as hereinafter provided;

   (i) The definition of Defendant at paragraph 1.6 do be extended to include those companies contracted to BCC and who employed men to work underground in BCC mines ["CMC Defendants"]

   (ii) The Register provided for by paragraph 2 shall be first made up and served upon each firm which is a member of the CSG in accordance with paragraph 2.1 by 15 June 1999 and shall be reviewed thereafter in accordance with paragraph 2.2 save that the first review shall be 30 September 1999.

   (iii) Paragraph 3.1 shall be amended by insertion of 14 June 1999 in place of 31 December 1998

   (iv) Paragraph 3.2 shall be amended so that notice may be given from the date of this Order in accordance with paragraph 1 of the Handling Agreement dated [1999];

   (v) The adjourned applications made by the Defendant at paragraphs 4.2, 5, 7, 8 and by the Claimants at 1.1, 2.1 and 3.1 do be dismissed;

3. All actions currently brought and all future actions against the First and Second Defendants for compensation arising out of the Respiratory Conditions (as defined in Schedule 2 to the Handling Agreement) are hereby stayed by this Order.

4. The purpose of the stay of proceedings is to allow for the resolution of individual claims in accordance with the terms of the Handling Agreement dated [1999] agreed between the parties and approved by the Court as a procedure for dispute resolution which justifies the imposition of a stay of proceedings in each individual claim. The operation of the Handling Agreement shall be reviewed by the Court at Case Management Conferences which shall take place not less than twice each year.

5. Either party to a claim may apply to the Honourable Mr Justice Turner for the stay to be lifted and for such further directions as are considered appropriate by the Court. Upon the lifting of a stay in a claim commenced by entry on the Register the date of issue and service of proceedings shall be as. Provided for by paragraph 3.1 of the Order dated 1 October 1998 and where appropriate the Pre Action Protocol for Personal Injury Claims provided for by the Civil Procedure Rules 1998 shall not apply.

6. The Court will not grant any application by an individual Claimant to remove the stay, save:

   (i) for the purposes of hearing an application for procedural default as defined within Schedule 20 of the Handling Agreement dated [1999]; or

   (ii) otherwise, only in exceptional circumstances, prior to the notification to the Defendant(s) of that Claimant's rejection of a final offer made under the terms of the Handling Agreement dated [1999] which for the

avoidance of doubt shall be after exhaustion of the Disputes Procedure therein provided for.

7. Notwithstanding paragraph 6 a stay will be automatically lifted in any claim brought jointly against BCC/DTI and any CMR Defendant where an offer is made pursuant to paragraph 45 of the Handling Agreement dated [1999] which is accepted by the Claimant.

8. Compliance or otherwise by any party to any claim with the procedure set out in the Handling Agreement dated [1999] may be taken into account by Court in the manner provided for by the Civil Procedure Rules 1998 in respect of compliance or otherwise with the Pre Action Protocol for Personal Injury Claims.

9. Notwithstanding the stay imposed by paragraph 3 the First Defendant shall serve upon any owners/operators of coal mines licensed by BCC Contribution Notices in respect of which directions will be given at a hearing to be fixed on the first available date after 30 June 1999.

10. The Claimants' costs hereof shall be paid by the First Defendant.

Dated [ ] 1999

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION
Sir Michael Turner

B E T W E E N:

A B AND OTHERS

Claimants

- and -

BRITISH COAL CORPORATION

- and -

First Defendants

CMC DEFENDANTS

Second Defendants

ORDER

On 20th March 2003 before the Honourable Sir Michael Turner UPON hearing Counsel for the parties.

IT IS ORDERED BY CONSENT THAT:

1. The Register for British Coal Respiratory Disease Litigation claims established by the Order of this Court on 1 October 1998 and any subsequent Orders will be varied.

2. The Register will be replaced by the coalclaims.com website.

Dated this [ ] day of [ ] 2003

SCHEDULE 15

DRAFT ORDER FOR ASSESSMENT

PF 244 DR

Application Notice (Part 23) - before Judge, Queen's Bench Division, District Registry

IN THE HIGH COURT OF JUSTICE	
QUEEN'S BENCH DIVISION [NAME] DISTRICT REGISTRY	
Claim No.	(Claim number)

Claimant
AB & OTHERS

Defendant
BRITISH COAL CORPORATION

APPLICATION NOTICE

Part A:- I,/We, (solicitor name)[5] the [solicitor on behalf of the] (party)[6] apply for an order, a draft of which is attached, for[7] (order type)

I/We wish to have the application dealt with by a Judge *[without a hearing][at a hearing][at a telephone conference] with a time estimate of (hrs) (mins) *[agreed][not agreed].

This application will be heard before the Judge on day the of at am/pm at

[see also directions given for the hearing, attached]

Part B:- I/We wish to rely on
✓ please tick appropriate box(es)

☐ the attached witness statement/affidavit
☐ my statement of case
☐ the evidence in Part C [on the reverse] of this application

Dated (date)
Signed .....
Name
*[Applicant][Litigation friend][Applicant's solicitor]
Position or office held (position)
(if signing on behalf of firm or company)

* delete as appropriate

*** This form is for illustrative purposes only**

Part C:- Evidence

Statement of Truth *(to be signed when Part C is completed)*

* [I believe][The Applicant believes] that the facts stated in Part C are true.
* I am duly authorised by the Applicant to sign this statement.

Full name (name)

Name of Applicant's solicitor's firm (firm name)

Signed ..... Position or office held (position)
*[Applicant][Litigation friend][Applicant's (if signing on behalf of firm or company)
* delete as appropriate

TO:- Respondent/Respondent's solicitor of (details)	Applicant's/Applicant's solicitor's address, or (details)
Ref: Tel no: Fax no:	Ref: Tel no: Fax no:

Judge's endorsement

The court office at [court details] is open between 10am and 4pm Monday to Friday.
When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

*** This form is for illustrative purposes only**

G65

General Form of Draft Order - Queen's Bench Division, Royal Courts of Justice

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION
ROYAL COURTS OF JUSTICE

Claim No.	

DRAFT

Before SIR MICH**AE**L TURNER

Claimant
A B & OTHERS

Defendant
BRITISH COAL CORPORATION

An Application was made by dated

IT IS ORDERED that:

1. The Applicants [solicitors' fees: charges: disbursements] submitted to [NN] representing the Respondent be referred to [appropriate court officer] for detailed assessment and be paid by the Respondent.

2. The costs of and incidental to this applicant be costs in the assessment.

Dated

To:

Offices within the Royal Courts of Justice, Strand, London WC2A 2LL are open between 10am and 4.30pm Monday to Friday.
When sending correspondence, please address to the relevant office (see top

*** This form is for illustrative purposes only**

[To be amended]

SCHEDULE 16

OFFER LETTERS AND DISCHARGES

Offer Letters and Discharges

Letter	**Description**
Letter 1	- Letter of Offer Post Screening Spirometry
Letter 2A	- Form of Discharge – Expedited Payments Only
Letter 2B	- Form of Discharge – Death in Process
Letter 3A	- Letter accompanying payment of general damages post MAP Medical Report
Letter 3B	- Letter of Offer in Case not involving Contractors
Letter 3C	- Letter of Offer in Case involving Contractors
Letter 4	- Letter following Screening Spirometry (No Offer)
Letter 4	- Reply slip
Letter 5	Letter of Offer where an Offer to Settle the claim or part of the claim has already been made

LETTER 1

LETTER OF OFFER POST SCREENING SPIROMETRY

Dear Sirs

Re: [Name of Claimant]
COPD
Client : [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

Following the receipt of your client's Screening Spirometry results, the Department of Trade and Industry is prepared to offer your client one of the following:

1. Upon your client signing the attached "form of discharge" an Expedited Payment of £ [ ] (less the Interim Payment of [ ]) in full and final settlement of his claim for Respiratory Conditions (as defined in the Claims Handling Agreement), including interest, as set out in the form of discharge. This offer remains open for a period of 42 days. You are entitled to your legal costs up to the end of this period, determined according to Schedule 17 of the Claims Handling Agreement.

OR

2. To proceed through the full Medical Assessment Process:

   [Only one of the following variables will apply]

   (i) With an Interim Payment of £ [ ], less the sum of £ [ ] already paid by way of Interim Payment, calculated in accordance with Schedule 13 of the Claims Handling Agreement.

   (viii) (ii) Without an Interim Payment because a previous sum of £ [ ] has been paid which fully satisfies the Interim Payment to which your client is entitled, calculated in accordance with Schedule 13 of the Claims Handling Agreement.) Without any Interim Payment because your client's FEV1 reading was more than 80% of predicted.

We await your response in writing.

Yours faithfully

LETTER 2A

FORM OF DISCHARGE– - EXPEDITED PAYMENTS ONLY

Dear Sirs

RE: [NAME OF CLAIMANT]
COPD
Client: [Details]

I [ ], accept the expedited offer of £ [ ], which includes the sum of £ [ ] paid on [ ] by way of Interim Payment, offered in accordance with the British Coal Respiratory Disease Litigation Claims Handling Agreement. I accept this offer in full and final settlement of all claims (including interest) I have in respect of the Respiratory Conditions (as defined in the Claims Handling Agreement), arising from exposure to dust and/or fumes during the course of my employment with British Coal Corporation and/or during the course of my employment underground at any of British Coal Corporation's mines by any employer other than British Coal Corporation.

Signed

Dated

LETTER 2B

FORM OF DISCHARGE – DEATH IN PROCESS

Dear Sirs,

Re: (name of Claimant)
COPD
Client: (Details)

I (name of Claimant), accept the bereavement award of £(insert sum) which includes interest offered in accordance with the British Coal Respiratory Disease Litigation Claims Handling Agreement. I accept this offer in full and final settlement of my entitlement to a bereavement award.

I further accept the expedited offer of £(insert sum) offered in accordance with the British Coal Respiratory Disease Litigation Claims Handling Agreement.

I accept I am not entitled to a dependency claim.

I accept this ~~payment~~ offer in full and final settlement of all claims (including interest) I have in respect of the ~~r~~Respiratory ~~c~~Conditions (as defined in the Claims Handling Agreement) arising from exposure to dust and/or fumes during the course of (name of deceased's) employment with British Coal Corporation ~~post 4 June 1954~~ and/or during the course of his employment underground at any of British Coal's mines by any other employer ~~post 4 June 1954~~ other than British Coal Corporation.

Signed …….. Dated …….

LETTER 3A

LETTER ACCOMPANYING PAYMENT OF GENERAL DAMAGES POST MAP MEDICAL REPORT

Dear Sirs

Re: [Name of Claimant]
COPD
Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

In accordance with the Claims Handling Agreement, we are prepared to offer your client/the estate of Mr [ ] the sum of £ [ ] which includes the sum of £ [ ] paid by way of Interim Payment on [ ]. This offer is in full and final settlement of all claims for general damages (including interest) in respect of the Respiratory Conditions (as defined in the Claims Handling Agreement) [and in respect of pneumoconiosis where compensated] arising from exposure to dust and/or fumes during the course of Mr [ ]'s employment with British Coal Corporation post 4th June 1954 and/or during the course of his employment underground at any of British Coal Corporation's mines by any other employer post 4th June 1954.

This offer represents an offer under Part 36 of the Civil Procedure Rules. It remains open for a period of 42 days after which the sum will be paid into Court. You are entitled to your legal costs up to the end of this period, determined according to Schedule 17 of the Claims Handling Agreement.

Attached is a schedule which shows how the sum was calculated.

Yours faithfully

LETTER 3B

LETTER OF OFFER IN CASE NOT INVOLVING CONTRACTORS

Dear Sirs

Re: [Name of Claimant]

COPD

Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

In accordance with the Claims Handling Agreement, we are prepared to offer your client/the estate of Mr [ ] the sum of £ [ ] which includes the sum of £ [ ] paid in full satisfaction of general damages on [ ] and the sum of £[ ] paid by way of Interim Payment on [ ]. This offer is in full and final settlement of all claims (including interest) in respect of the Respiratory Conditions (as defined in the Claims Handling Agreement) [and in respect of pneumoconiosis where compensated] arising from exposure to dust and/or fumes during the course of Mr [ ]'s employment with British Coal Corporation post 4th June 1954.

This offer represents an offer under Part 36 of the Civil Procedure Rules. It remains open for a period of 42 days after which the sum will be paid into Court. You are entitled to your legal costs up to the end of this period, which are determined according to Schedule 17 of the Claims Handling Agreement.

Attached is a schedule which shows how the sum was calculated.

Yours faithfully

LETTER 3C

LETTER OF OFFER IN CASE INVOLVING CONTRACTORS

Dear Sirs

Re: [Name of Claimant]

COPD

Client : [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

In accordance with the Claims Handling Agreement, we are prepared to offer your client/the estate of Mr [ ] the sum of £ [ ] which includes the sum of £ [ ] paid in full satisfaction of general damages on [ ] and the sum of £[ ] paid by way of Interim Payment on [ ]. This offer is in full and final settlement of all claims (including interest) in respect of the Respiratory Conditions (as defined in the Claims Handling Agreement) [and in respect of pneumoconiosis where compensated] arising from exposure to dust and/or fumes during the course of Mr [ ]'s employment with British Coal Corporation post 4th June 1954 and/or during the course of his employment underground at any of British Coal Corporation's mines by any other employer post 4th June 1954.

This offer represents an offer under Part 36 of the Civil Procedure Rules. It remains open for a period of 42 days, after which the sum will be paid into Court. You are entitled to your legal costs up to the end of this period, which are determined according to Schedule 17 of the Claims Handling Agreement.

Attached is a schedule which shows how the sum was calculated.

Yours faithfully

LETTER 4

LETTER FOLLOWING SCREENING SPIROMETRY (NO OFFER)

Dear Sirs

Re: [Name of Claimant]
COPD
Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

Following the receipt of your client's Screening Spirometry results, your client does not qualify for an Expedited Payment because:

[Note: reasons (a) to (f) are variables and will be selected as appropriate for each claim].

(a) The post bronchodilator FEV1 reading is more than 90% of predicted;)
(b) The FEV1/VC ratio is 70% or more;
(c) He has less than 5 years underground employment post 1954;
(d) His post bronchodilator FEV1 result is indicative of asthma because reversibility following bronchodilator exceeds 20% of baseline FEV1 and 200ml;
(e) The test result was invalid for medical reasons;
(f) The test result was considered to be unreliable by the Service Provider

As a consequence, your client may choose to:

(i) proceed through the full Medical Assessment Process; or)
(ii) claim an Expedited CB-Only Payment; or)
(iii) claim a CB-Only Payment; or)
(iv) withdraw his claim.

We await your response on the attached reply slip.

Yours faithfully

LETTER 4 (REPLY SLIP)

Capita Reference: …….

Re: [Name of Claimant]
COPD
Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

My client has decided to:

Tick one box only

(i)	proceed through the full Medical Assessment Process	☐
(ii)	claim an Expedited CB-Only Payment	☐
(iii)	claim a CB-Only Payment	☐
(iv)	withdraw his claim	☐

Signature of Claimant's Solicitor ……..

Name of Solicitor ……...

LETTER 5

LETTER OF OFFER WHERE AN OFFER TO SETTLE THE CLAIM OR PART OF THE CLAIM HAS ALREADY BEEN MADE

Dear Sirs

Re: [Name of Claimant]
COPD
Client: [Details]

BRITISH COAL RESPIRATORY DISEASE LITIGATION

In accordance with the Claims Handling Agreement, we are prepared to offer your client the estate of Mr [ ] the sum of £[ ] which includes the sum of £[ ] paid by way of Interim Payment on [ ].

This offer is in full and final settlement of all claims (including interest) in respect of the Respiratory Conditions (as defined in the Claims handling Agreement) [and in respect of pneumoconiosis where compensated] arising from exposure to dust and /or fumes during the course of Mr [ ]'s employment with BCC post 4th June 1954 / [(where contractors involved) and /or during the course of his employment underground at any of BCC's mines by any other employer post 4th June 1954.]

Any previous offer to settle the claim or any part of the claim is withdrawn and replaced by the current offer.

This offer represents an offer under Part 36 of the Civil Procedure Rules. It remains open for a period of 42 days. You are entitled to your legal costs up to the end of this period, determined according to Schedule 17 of the Claims Handling Agreement.

Attached is a schedule that shows how the sum was calculated.

Yours faithfully,

SCHEDULE 17

COSTS AND DISBURSEMENTS

Schedule 17

COSTS AND DISBURSEMENTS

COSTS SUBJECT TO RPI FIGURES FROM 1 APRIL 20045:

1. Surviving Mineworkers' COPD claims (including CB and temporary exacerbation of asthma)	
	01.04.05 – 31.03.06
(a) denied	Claimant bears his own costs
(b) settled by Expedited Payment	**£1,041** + VAT and reasonable disbursements
(c) settled following full MAP assessment	**£2,023** + reasonable disbursements
2. Deceased Mineworkers' COPD Claims	
(a) denied	Claimant bears his own costs
(b) settled following full MAP assessment and when damages are not discounted in accordance with paragraphs 15, 16, 17, 18 or 19 of Schedule 8, Part II save that	**£2,023** + VAT and reasonable disbursements
(c) when the award of damages is discounted in accordance with paragraphs 15, 16, 17, 18 or 19 of Schedule 8, Part II	**£1,445** + VAT and reasonable
OR	
(d) when the claim is limited from the outset to CB-Only	**£579** + VAT and reasonable disbursements

	01.04.04 – 31.03.05
3. CB – Only Claims	
(a) denied	Claimant bears his own costs
(b) settled prior to Screening Spirometry by Expedited Payment	**£579** + VAT and reasonable disbursements
(c) settled post Screening Spirometry by Expedited Payment or through CB-Only MAP	**£1,158** + VAT and reasonable disbursements
4. In addition to the above, the following additional sums will be paid:	
(a) Claims where there is a co-defendant or co-defendants, save that in the case of CMC co-defendants £200 per CMC co-defendant up to a maximum of 5. For these purposes CMC co-defendants, for whom a claimant has worked an aggregate period of less than 12 months may be disregarded.	**£232** + VAT and reasonable disbursements
(b) Where the Disputes Procedure is invoked and the dispute or one of the disputes is resolved in the Claimant's favour.	**£289** + VAT and reasonable disbursements
(c) Where a dispute is referred to the "paper" mediation and the dispute is resolved in the Claimant's favour.	**£289** + VAT and reasonable disbursements
(d) Where the disputes are referred to oral mediation and the dispute or one of the disputes are resolved in the Claimant's favour a sum to be agreed	Not less than **£289** + VAT and reasonable disbursements
(e) Complex special damages claims i.e. where a loss of earnings claim is payable or the total respiratory disability is or will become 50% or greater.	**£579** + VAT and reasonable disbursements
(f) In deceased cases to cover obtaining Letters of Administration or Grants of Probate where necessary for the purpose of the claim.	**£232** + VAT and reasonable disbursements

PREVIOUS COSTS TARIFFS

1. Surviving Mineworkers' COPD claims (including CB and temporary exacerbation of asthma)		
(a) denied		Claimant bears his own costs
(b) settled by Expedited Payment	24.09.99 – 31.03.00	£900 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£918 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£943 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£955 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£983 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£1,009 + VAT and reasonable disbursements
(c) settled following full MAP assessment	24.09.99 – 31.03.00	£1,750 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£1,784 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£1,832 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£1,856 + VAT and reasonable disbursements

	01.04.03 – 31.03.04	£1,961 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£1,961 + VAT and reasonable disbursements
2. Deceased Mineworkers' COPD Claims		
(a) denied		Claimant bears his own costs
(b) settled following full MAP assessment and when damages are not discounted in accordance with paragraphs 15, 16, 17, 18 **or 19** of Schedule 8 Part 11 save that	24.09.99 – 31.03.00	£1,750 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£1,748 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£1,832 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£1,856 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£1,961 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£1,961 + VAT and reasonable disbursements
(c) when the award of damages is discounted in accordance with paragraphs 15, 16, 17, 18 **or 19** of Schedule 8 Part II)	24.09.99 – 31.03.00	£1,250 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£1,275 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£1,309 + VAT and reasonable disbursements

	01.04.02 – 31.03.03	£1,326 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£1,401 + Vat and reasonable disbursements
	01.04.04 – 31.03.05	£1,401 + VAT and reasonable disbursements
OR		
(d) when the claim is limited from the outset to CB –only	24.09.99 – 31.03.00	£500 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£510 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£524 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£531 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£561+ VAT and reasonable disbursements
	01.04.04 – 31.03.05	£561 + VAT and reasonable disbursements

3 CB – Only Claims		
(a) denied		Claimant bears his own costs
(b) settled prior to Screening Spirometry by Expediated Payment	24.09.99 – 31.03.00	£500 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£510 + VAT and reasonable

		disbursements
	01.04.01 – 31.03.02	£524 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£531 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£547 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£561 + VAT and reasonable disbursements
(c) settled post Screening Spirometry by Expediated Payment or through CB-Only MAP	24.09.99 – 31.03.00	£1,000 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£1,020 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£1,048 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£1,062 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£1,122 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£1,122 + VAT and reasonable disbursements

4. In addition to the above, the following additional sums will be paid:		
(a) Claims where there is a co-defendant or co-defendants, save that in the case of CMC co-defendants, £200 per CMC co-defendant up to a maximum of 5. For these purposes CMC co-defendants for whom a claimant has worked for an aggregate period of less than 12 months may be disregarded.	24.09.99 – 31.03.00	£200 + VAT per co-defendant and reasonable disbursements
	01.04.00 – 31.03.01	£204 + VAT per co-defendant and reasonable disbursements
	01.04.01 – 31.03.02	£210 + VAT per co-defendant and reasonable disbursements
	01.04.02 – 31.03.03	£213 + VAT per co-defendant and reasonable disbursements
	01.04.03 – 31.03.04	£219 + VAT per co-defendant and reasonable disbursements
	01.04.04 – 31.03.05	£225 + VAT and reasonable disbursements
(b) Where the Disputes Procedure is invoked and the dispute or one of the disputes is resolved in the Claimant's favour.	24.09.99 – 31.03.00	£250 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£255 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£262 + VAT and reasonable disbursements

	01.04.02 – 31.03.03	£265 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£273 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£280 + VAT and reasonable disbursements
(c) Where a dispute is referred to "paper" mediation and the dispute is resolved in the Claimant's favour.	24.09.99 – 31.03.00	£250 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£255 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£262 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£265 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£273 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£280 + VAT and reasonable disbursements
(d) Where disputes are referred to oral mediation and the dispute or one of the disputes are resolved in the Claimant's favour a sum to be agreed.	24.09.99 – 31.03.00	Not less than £250 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	Not less than £255 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	Not less than £262 + VAT and reasonable disbursements

	01.04.02 – 31.03.03	Not less than £265 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	Not less than £273 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	Not less than £280 + VAT and reasonable disbursements
(e) Complex special damages claims i.e. where the total respiratory disability is or will become 50% or greater.	24.09.99 – 31.03.00	£500 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£510 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£524 + VAT and reasonable disbursements
	01.04.02 – 31.03.03	£531 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£547 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£561 + VAT and reasonable disbursements
(f) In deceased cases to cover obtaining Letter of Administration or Grants of Probate where necessary for the purpose of the claim.	24.09.99 – 31.03.00	£200 + VAT and reasonable disbursements
	01.04.00 – 31.03.01	£204 + VAT and reasonable disbursements
	01.04.01 – 31.03.02	£210 + VAT and reasonable disbursements

	01.04.02 – 31.03.03	£213 + VAT and reasonable disbursements
	01.04.03 – 31.03.04	£219 + VAT and reasonable disbursements
	01.04.04 – 31.03.05	£225 + VAT and reasonable disbursements

5. An Interim payment of 50% of the Schedule 17 costs will be made in the following cases:

(i) where a bereavement award or loss of expectation of life award is paid, the interim payment of costs being made at the time of making the bereavement award or loss of expectation of life award;

(ii) in surviving mine workers cases where the claim has proceeded through the MAP and an interim payment is made post MAP or where an interim payment is made post-spirometry where the claimant is to proceed to full MAP assessment, whichever is first

(iii) only one interim payment on account of costs will be made in any case, the balance of the costs being paid on conclusion of the case.

6. Where interim payments of costs have been made pursuant to paragraph 5 above in a claim which is subsequently denied following MAP assessment, the DTI will seek to recover those costs from the next payment on account of costs made to the Claimant's Representative.

7. In the event of a dispute between the parties as to which of the above costs is payable, or what constitutes a reasonable disbursement, or whether any of the additional sums in paragraph 4 above are payable, then the parties shall refer the issue to the Disputes Procedure. Should the dispute remain unresolved following reference to the Disputes Procedure, the dispute will be referred to an independent costs draftsman to be agreed between the parties and in default of agreement to be appointed by the President for the time being of the Association of Law Costs Draughtsmen.

8. In recognition of additional work, eg. in pursuing an Interim Payment, client care, letters and telephone calls after judgment and before the signing of the Agreement, additional sums will be payable as follows:

	Fees (+ VAT) per claim	

Number of cases *	Claims Registered before 1.1.1999	Claims Registered on or after 1.1.1999
1-10	£100	£50
11-100	£75	£37.50
101- 999	£60	£30
1,000 or more	£50	£25

Payments to be sent by Capita in 12 equal instalments commencing 1 October 1999.

* This will be determined by reference to the total number of claims from an individual solicitor included on the Claims Register issued by Capita on 14 June 1999.

9. Schedule 1, Annex 3 cases will be dealt with on an individual basis by negotiation between the Claimant's Representative and the DTI and, failing agreement, referred for assessment to the appropriate assessing officer of the Claimant's Representative's District Registry.

10. Where a case is dealt with under Schedule 9 Annex 1, the costs incurred pursuant to the procedures under that Schedule, will be dealt with on an individual basis by negotiation between the Claimant's Representative and the DTI and, failing agreement, referred for assessment to the appropriate assessing officer of the Claimant's Representative's District Registry. For the avoidance of doubt, the other costs to be paid in relation to the case will be dealt with on the fixed cost tariff above.

11. Where a Claimant's Medical Report has been served but does not form the basis of any settlement of the case because the Claimant has elected to go through the MAP, then the proper cost of and expenses associated with obtaining the Claimant's Medical Report shall be deemed to be a reasonable disbursement if the Claimant's Medical Report concluded that the Claimant is suffering from a compensatable condition and that position is later confirmed by the MAP.

12. Claimants travelling expenses to and from any test centre for the purposes of Screening Spirometry, lung function tests, medical assessment or any other tests necessary to comply with the requirements of the MAP shall be reimbursed by Capita within 28 days of request by the Claimant's Representative at the following rates:

(a) The appropriate public transport cost; or

(b) If by private transport, the rate per mile as set out in the table below;

From/To	Amount per mile (pence)
24.09.99 – 31.03.00	38

01.04.00 – 31.03.01	39
01.04.01 – 31.03.02	40
01.04.02 – 31.03.03	41
01.04.03 – 31.03.04	42
01.04.04 – 31.03.05	43
01.04.05 – 31.03.06	**44**

or

(c) If neither of the above are reasonably practicable, the cost of a taxi.

In all cases receipts should be provided where available.

13. The fees of any doctor for providing a certificate:

a) in connection with the Claimant's life expectancy; or
b) in connection with the request for a domiciliary visit; or
c) in connection with the provision of a supporting letter in relation to the medical dispute procedure at [Schedule 19].

will be reimbursed to the Claimant's Representative within 28 days of the Date of Receipt of the invoice or fee note from the Claimant's Representative. The DTI will not question any fees in the sum of £25 or below in respect of (a) and (b) and £40 or below in relation to (c). If a Doctor's fee exceeds £25 or £40 as the case may be, this will be considered on their individual merits.

14. The DTI anticipates that these agreed fees will represent the total sums payable to Claimants' Representatives in relation to a claim. The DTI will not be liable for any additional fees or disbursements, howsoever they might arise, which have been paid to the Claimant's Representative.

~~**Costs in relation to complex probate cases are currently under discussion.**~~

SCHEDULE 18

PNEUMOCONIOSIS,

CWPS AND COPD

SCHEDULE 18

PNEUMOCONIOSIS,

CWPS AND COPD

1. Many Claimants will already have received compensation through the Coal Workers Pneumoconiosis Scheme (CWPS) set up in 1974. The CWPS provides a lump sum payment (including progression payments) in consideration of the individual not pursuing his claim for pneumoconiosis at common law. It also provides weekly or monthly payments in respect of loss of earnings and loss of pension.

2 Qualification for compensation under the CWPS is based on an individual being in receipt of PD.D1 DSS benefit for pneumoconiosis. From 1975 to 1994 payments were made under the CWPS on the basis of the total disability assessed for PD.D1 which included a percentage for any chronic bronchitis and emphysema present. Lump sum payments to Claimants who have pneumoconiosis will not be recouped. However, COPD Claimants who have received periodic payments from the CWPS between 1975 and 1994 will have these set off on a like for like basis against any loss of earnings and pension payments payable under this Agreement. Annex 1 of this Schedule sets out how claims for pneumoconiosis - either with a claim for COPD or on their own - will be treated.

3. Claimants who have silicosis either with or without COPD will have their claims treated in the same way as Claimants with pneumoconiosis, following the provisions of Annex 1 of this Schedule.

Categories of claim

The proposals behind each category of claim are explained below and in Annex 1 of this Schedule.

(a) **Category 1 pneumoconiosis**

- A Claimant with category 1 simple pneumoconiosis would not have been able to claim under the CWPS. If a claim is received under the BCRDL for this condition alone it will be denied.

- If it is in conjunction with a COPD condition, the Claimant can accept an Expedited Payment or proceed through the MAP. He will be compensated to reflect his full disability due to respiratory disease, the pneumoconiosis element being treated as non-disabling.

- If, in the future, the Claimant's pneumoconiosis progresses from category 1 to category 2/3 due to any continuing exposure (for which DTI would not be liable) and he successfully claims PD.D1, he will be able to claim under the CWPS but due consideration will be given by AON (who handle the CWPS Claims on behalf of the DTI, if the Claimant has successfully claimed loss of earnings and pension loss under the BCRDL.

(b) **Category 2/3 pneumoconiosis**

General damages

- If an individual claimed for this condition alone under the BCRDL and had successfully claimed under the CWPS previously, the claim would be rejected.

- If a Claimant has not previously claimed under the CWPS he will be directed to do so unless claiming a respiratory disability caused by COPD and/or chronic

bronchitis in which case DTI expect the claim to be amended to include COPD and/or chronic bronchitis.

- If a claim is received for category 2/3 simple pneumoconiosis in conjunction with COPD and the Claimant has previously received payments under the CWPS then he will receive a payment under the BCRDL for the COPD on the basis that 10% of the disability is attributable to category 2/3 pneumoconiosis, but 5% (i.e. half of 10%) will be deducted to reflect the impact of pneumoconiosis on COPD. Where the RS advises that the category 2/3 pneumoconiosis is not disabling, even in conjunction with COPD, then no deduction will be made. Any payments for loss of earnings and pension loss made under the CWPS will be deducted from corresponding heads of special damage under the BCRDL (on a like for like basis as to the nature and time) before apportionment. For the avoidance of doubt the 5% discount is applicable only for the purposes of assessment of general damages and not for the assessment of special damages or future loss.

- If a Claimant is not in receipt of payments under the CWPS but is claiming for category 2/3 pneumoconiosis in conjunction with COPD, the Claimant will be offered a choice. He can be compensated for his full disability under the BCRDL with 5% (unless the RS has advised that it was not disabling) representing the category 2/3 pneumoconiosis. The 5% element will be separately apportioned as for a non-smoker. The Claimant will also waive his right to any future claim for pneumoconiosis under the CWPS. Alternatively, he can have his disability assessment reduced by 5% (unless the RS has advised that it was not disabling in which case there is no reduction) and preserve his right to claim under the CWPS. For the avoidance of doubt the 5% discount is applicable only for the purposes of assessment of general damages and not for the assessment of special damage or future loss. However, where the claimant then makes a subsequent claim under the CWPS under which he is entitled to payment for loss of earnings any payments made under the terms of this Agreement in respect of loss of earnings will be deducted from such payments under the CWPS on a like for like basis.

- Where it is not known whether the BCRDL Claimant has category 2/3 pneumoconiosis, he will be compensated for the full disability and will not be required to waive his CWPS claim.

(c) **Progressive massive fibrosis (PMF)**

- Although no liability has been established, the DTI is prepared to accept liability through the BCRDL where appropriate.

- Where a Claimant is claiming PMF without COPD or chronic bronchitis and has been previously compensated under the CWPS the claim will be denied.

- In the highly unlikely event that a Claimant claims PMF only and has not previously claimed under the CWPS, he will have the choice of being compensated through the BCRDL for his full disability for PMF (assuming that the records contain a percentage disability attributable to the PMF) and such disability will be apportioned as a non-smoker.

- Where a Claimant has both PMF and COPD, and he has previously received compensation under the CWPS, the PMF will be treated as a co-morbid condition (the rebuttable presumption being that the percentage is based on the DSS's PD.D1 assessment) and any loss of earnings and pension loss payments received under the CWPS will be deducted from any corresponding special damages (on a like for like basis as to the nature and type) under the BCRDL before apportionment.

- In the unlikely event that a Claimant has not previously received payments under the CWPS but claims PMF and COPD and/or chronic bronchitis, he can choose to claim under the BCRDL for his full disability for COPD and PMF and waive his right to a future claim under the CWPS, or, have PMF treated as a co-morbid condition allowing him to pursue a claim for PMF under the CWPS. In the event that a Claimant with a smoking history takes the first option and claims for his full disability under the BCRDL, the percentage relating to the PMF disability will be

separately apportioned on the basis that the Claimant is a non-smoker and then added to the remaining fully apportioned damages. For the calculation of the recoverable proportion of damages in these cases please refer to paragraph 8 of Schedule 12.

Annex 1

	CLAIM FOR PNEUMOCONIOSIS ONLY		***CLAIM FOR PNEUMOCONIOSIS WITH COPD***	
Condition	**Previous CWPS award**	**No previous CWPS award**	**Previous CWPS award**	**No previous CWPS award**
Cat 1	Should not arise as not entitled under the CWPS.	Reject claim as non-disabling and no liability. Claim can be re-submitted if claiming disability due to Respiratory Condition (see boxes on right).	Should not arise as not entitled under the CWPS.	Put through MAP unless accepted Expedited Payment. If disability or CB established then pay damages in usual way.
Cat2/3	Reject claim as already compensated but claim can be re-submitted if claiming disability due to Respiratory Condition or CB (see boxes on right).	Reject claim as non-disabling and no liability. Direct to CWPS. Claim can be re-submitted if claiming disability due to Respiratory Condition (see boxes on right).	Put through MAP unless accepted Expedited Payment . If disabled assume 10% attributable to cat. 2/3 unless examining doctor advises otherwise. Compensate for **general damages based on the** total disability **due to COPD and pneumoconiosis** reduced by 5% (no reduction if doctor advises no disability attributable to cat. 2/3) and deduct payments for LOE and pension loss from corresponding heads of special damage, on a like for like basis, before apportionment.	**(a) Go through MAP (unless accepts expedited payment).** **If disabled assume 10% attributable to cat 2/3 pneumoconiosis unless examining doctor advises otherwise in which case there will be no disability attributable to the cat 2/3 pneumoconiosis.** **If pneumoconiosis is deemed to be contributing to the disability the damages for COPD will be calculated as follows:**

				(i) General damages based on the total disability due to COPD and pneumoconiosis, reduced by 5%. **(ii) Special damages based on the total disability due to COPD and pneumoconiosis with no reduction.** **If the claimant received payments under the CWPS for loss of earnings and loss of pension, then any corresponding heads of damage received under the BCRDL scheme will be set off on a like for like and time for time basis.** **<u>or</u>**
				(b) Pay damages as follows: **(i) General damages based on the total**

				disability due to COPD and pneumoconiosis, reduced by 5% (unless the R.S. advises no disability attributable to pneumoconiosis) when there will be no reduction.
				(ii) Special damages based on the total disability due to COPD and pneumoconiosis with no reduction. **If the CWPS claim is successful, then any payments received for loss of earnings or loss of pension under that scheme will be set off against any such payments received under the BCRDL scheme on a like for like and time for time basis.**

	CLAIM FOR PNEUMOCONIOSIS ONLY		*CLAIM FOR PNEUMOCONIOSIS WITH COPD*	
Condition	**Previous CWPS award**	**No previous CWPS award**	**Previous CWPS award**	**No previous CWPS award**
PMF	Reject claim as already compensated. However, claim can be re-submitted if claiming disability due to other Respiratory Condition or CB (see boxes on right).	Should not arise as anyone with PMF alone would have received PD.D1 and CWPS payments.	Put through MAP unless accepted Expedited Payment. Compensate for total disability reduced by the percentage attributable to PMF (i.e. treat as co-morbid) and deduct payments for LOE and pension loss from corresponding heads of special damage ,on a like for like basis, before apportionment.	Highly unlikely. Put through MAP unless accepted Expedited Payment. If disabled and the RS confirms that PMF is present with COPD: **<u>either</u>** - pay general damages and special damages on full disability assessment with the percentage accounting for the PMF element to be separately apportioned as a non-smoker but Claimant waives his right to any future claim for pneumoconiosis under CWPS; **<u>or</u>** - pay general and special damages on disability assessment, reduced by the percentage accounting for PMF (i.e. Claimant volunteers to treat it as a co-morbid condition in order to preserve his right to

				claim under CWPS). Direct Claimant to CWPS.

N.B. Where a COPD Claimant receives compensation for his full disability and there is no evidence of pneumoconiosis he will not be required to waive his right to a later claim under the CWPS.

SCHEDULE 19

STATEMENTS OF INTENT

SCHEDULE 19

STATEMENTS OF INTENT

1. Surface Dust

The Parties have agreed to seek to resolve the extent and nature of the DTI's liability for Respiratory Conditions arising from work on the surface at a BCC Mine by the joint instruction of an expert whose report is awaited.

The CG have indicated that Group Litigation on Surface Dust cases will not be undertaken, although individual Claimants may choose to litigate their claim.

2. Small and licensed mines

The parties have agreed (paragraph 46 of the Procedure for Handling Claims) that the DTI will use its best endeavours to persuade other employers or their insurers to agree to the terms of this Agreement. A list of small mines insured by an insurance company believed to be the major insurer of small mines since 1972 has been received by the Parties. The DTI intend to serve Contribution Notices if agreement cannot be reached with the owners and/or insurers of small mines.

3. Alternative Dispute Resolution

The parties intend to instruct a mediation service provider to draw up a protocol for mediation and provide suitably qualified mediators. The Parties have jointly met ADR Net Ltd and a draft protocol is awaited.

The Disputes Procedure is now embodied in Schedule 20 of the CHA.

4. Litigation of individual cases

The parties wish to ensure that no Claimant litigates his claim without first attempting to resolve it by use of this Agreement. Accordingly they have asked the Court to approve this Agreement as a procedure for the resolution of a claim prior to any successful application for the removal of the stay. Any claim would thereafter be exempt from the personal injury pre-action protocol pursuant to the Civil Procedure Rules.

5. Amendments to the Handling Agreement

The Parties recognise that this Agreement may have to be amended from time to time in the light of experience. The Parties intend to be bound by such amendments immediately they are agreed but recognise that they will not so bind those who have not been party to agreeing the amendments. Accordingly, the Parties intend from time to time when significant amendments are made

and/or when a significant number of amendments have been made to ask the Court to approve updated versions of this Agreement.

6. Special Damages – Pension and Redundancy Loss

The Parties have agreed the principles for the award of special damages under these heads. The method of calculation has not yet been agreed.

The Parties have now agreed the methods of calculation for both pension and redundancy loss.

SCHEDULE 20

DISPUTES

Annex 1 Disputes Notice

Disputes Procedure

1. Introduction

Paragraph 67 of the CHA provides for procedure for settling disputes between the parties.

A system will be set up for recording information in relation to disputes for the purpose of analyzing the number, source, causes and resolution. This will be kept under review with the aim of using the data obtained for further reducing the scope for dispute and the numbers progressing to the disputes procedure. The data will be stored electronically and a monthly report provided to DTI and CG.

2. Initial Stages of a Dispute

The CHA anticipates that most disputes will be resolved without recourse to the disputes procedure. Accordingly Claims Handlers and Claimants' representatives should do their utmost to resolve minor disputes when they arise.

A dispute shall not progress to the disputes procedure until both sides have attempted and failed to resolve the dispute at Claims handler level. To short circuit initial disputes Claim Handlers should communicate with Claimants' representatives by telephone and e-mail wherever possible. The intention must be to enter into a productive dialogue.

3. Notice of Dispute

Initial disputes or disagreements are not subject to the disputes procedure until a formal Notice of Dispute is served. The Notice should be in the form at Schedule 20 annex 1 of the Claims Handling Agreement which will provide the following details.

a. The issue

b. The dispute

c. The background to the dispute.

d. Set out the steps taken to resolve the dispute.

Under Section 2

e. Give details of the relevant documents.

f. State the outcome sought.

The Claimant's representative appointed to handle the dispute will be a Partner or other senior fee earner. Being a person other than the person who has previously been attempting to resolve the dispute.

A Notice of Dispute may be served at any time up to (but not including) the date that a full and final offer is accepted.

Either side may serve a Notice of Dispute.

Capita's email address for solicitors serving a Notice of Dispute electronically is "COPDDISPUTES@capita.co.uk".

4. Acknowledgement of Notice of Dispute

Service of the Notice of Dispute must be acknowledged in writing within 14 working days of the date of receipt.

Where Capita are the party receiving the dispute the acknowledgement must give details of the senior Capita employee who will handle the dispute.

Within 28 days of being served with a Notice of Dispute the party receiving the Notice must serve a statement setting out their position and what they feel should be the outcome of the Dispute

In default of such a statement being served a second Notice will be served (upon Capita's Director, COPD, DTI Contracts for Capita where Capita are the party receiving the dispute). Within 21 days of service of the second Notice the party receiving the Notice must serve a statement setting out their position and what they feel should be the outcome of the dispute.

In default of such a statement being served the dispute will be determined as set out in the Notice of Dispute.

The second Notice of Dispute shall be in the same form as the first Notice of Dispute save that the heading shall be "Second Disputes Notice" and that the second disputes notice shall be sent with a covering letter clearly setting out the fact that the accompanying disputes notice is the second such notice that is being served.

A Notice of Dispute will be referred to a senior Capita employee who will contact the Claimant's representative appointed to handle the Dispute. Both parties will use best endeavourers to settle the Dispute as soon as possible. If the Dispute cannot be resolved by letters or telephone conversations then a meeting will be arranged at a venue to be agreed between the parties.

It is the intention of both parties to resolve as many disputes as possible by means of mediation. In certain circumstances the DTI may feel that mediation is not appropriate and will refuse to consent to the dispute being dealt with by means of mediation. These circumstances may include by way of example (but are not limited to):-

i) Disputes where the point at issue has been the subject of previous mediations which have concluded in favour of the DTI.

ii) Multiple Disputes on an identical point where it would be convenient to deal with the issue in a single mediation.

iii) Disputes which, if resolved in favour of the claimant, would result in a settlement outwith the terms of the CHA

5. Generic Dispute

If a Dispute raises a generic issue then it must be dealt with as follows.

A dispute will involve a generic issue if the dispute refers to at least one of the following:

i. An issue of general application to claims under the CHA.

ii. An issue that relates to the interpretation of the CHA.

iii. An issue, the resolution of which may result in the amendment to the CHA.

iv. An issue, the resolution of which may result in the issuing of a side letter to the CHA.

When the dispute involves a generic issue Capita will refer the matter to the DTI. A joint meeting will then be held between representatives of the DTI and the CG to consider the issue and if possible to resolve the issue. Once resolved and if necessary an amendment to the CHA will be agreed or a side letter to the CHA will be agreed and issued.

If such a meeting cannot resolve the issues then the matter will usually be referred to Mediation.

6. Reference to Mediation

The ADR Group has been appointed as the Mediation service provider.

Any dispute (save a dispute which falls to be dealt with under the Medical Disputes Procedure) which remains unresolved after 56 days post receipt of the Notice of Dispute may, with the consent of the DTI and the Claimant's Representative, be referred to Mediation.

ADR Group will refer the dispute to an accredited Mediator (who shall act as mediator and not as arbitrator) selected by ADR, provided always that the mediator must be suitably qualified and experienced (and usually will be a solicitor or barrister with at least ten years post qualification experience of personal injury claims but who

personally shall not be involved in the BCRDL or have any claims against the DTI registered under the CHA).

The Dispute will be referred to the Mediation on agreed terms of reference which will incorporate all of the terms set out in ADR's standard terms and conditions.

The mediatees shall within 14 days of the appointment of the mediator meet or otherwise communicate with him/her in order to agree a timetable for exchange of any relevant information and the structure to be adopted for the mediation. If considered appropriate the mediatees may at any stage seek assistance from the ADR to provide guidance as to a suitable procedure.

Unless concluded with a written legally binding agreement all negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the mediatees in any future proceedings.

If the mediatees accept the mediator's recommendations or otherwise reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and once it is signed by their duly authorized representatives, shall be binding on the mediatees.

If the mediation fails to resolve the dispute and mediatees irrevocably agree that the Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings and to settle any issue in dispute which mat arise out of or in connection with this agreement and for such purpose, the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.

If the dispute is not resolved within one month of the mediation concluding then the claim will be treated as rejected leaving either party free to pursue Court proceedings outside the terms of the Claims Handling Agreement.

7. **Costs**

Costs Generally

Save as set out below costs will be dealt with as set out in Schedule17.

Mediator's Costs and Fees

At the commencement of a mediation each party will bear an equal share of the mediator's costs and fees. In extenuating circumstances (including financial hardship) the DTI may agree to waive the requirement of this sub-paragraph and itself bear the whole of the mediator's costs and fees.

At the conclusion of a mediation any question of re-allocating the mediator's costs and fees, as between the parties, shall be determined through the provisions of Schedule17.

Protocol on Medical Assessment Process

Query & Disputes Procedure

QUERY PROCEDURE

1. Either party is entitled to raise queries on the contents of the MAP report. The query may relate to any issue covered by the MAP report but both parties must ask specific questions in order to facilitate clear and unambiguous responses.

2. All queries are to be set out in writing and must;

   a. Set out that part of the MAP report which is being queried.

   b. Set out the reasons for the query.

   c. If the query is raised by the claimant's solicitor, stating whether the query is to be considered by the original R.S. or a single member of the Review Panel (see paragraph 4 below).

3. The letter raising the query is to be sent directly to ~~SchlumbergerSema~~ **Atos Origin** (addressed to The Query Department, Burleigh House, 101-145 Great Cambridge Road, Enfield, Middlesex, EN1 1TL) with a copy being simultaneously supplied to the other party.

4. The query will then be forwarded to the original R.S. or the Review Panel at the option of the claimant's solicitor. A query from Capita will be sent to the original RS (except in those circumstances set out at a) and b) below). It is anticipated that the claimant solicitor may wish the query to be forwarded to the Review Panel in the following circumstances: -

   a) Where there may be unreasonable delay in waiting for the original RS to deal with the matter.

   b) Where the original RS is no longer available (retired or deceased).

   c) Where there has arisen, on the part of the claimant and/or the claimant's solicitor, a lack of confidence in the RS.

5. If the member of the Review Panel decides that a different conclusion is more appropriate than that of the original R.S. he must set out his reasoning fully and should of course bear in mind that the original R.S. had the advantage of medically examining the claimant.

6. The Review Panel shall comprise a number of experienced Respiratory Specialists currently engaged in the assessment of cases of the type referred (live or posthumous) through the MAP who have been so engaged for at least

two years at the time of referral. One member of the review panel will deal with any given query.

7. If the claimant believes that further medical records should be considered at a review, the request should be made in accordance with the Additional Medical Records Protocol prior to submitting the matter back to the RS or the Panel.

8. A response to the query shall be returned to the parties within 8 weeks.

9. There shall be no limit on the number of queries that may be raised but all parties shall use their best efforts to raise queries as soon as possible in order to avoid any undue delay. In particular, if a number of issues are raised by one MAP report they should all be dealt with by one letter raising all queries simultaneously. The provision of unlimited queries is to cater for replies from Respiratory Specialists which do not cover all the issues raised to the parties satisfaction.

10. There shall be no direct contact or correspondence with the R.S. by either party other than in accordance with this protocol.

DISPUTES PROCEDURE

1. To enter the Disputes Procedure the Claimant must obtain a supporting letter from either;

   a. A doctor familiar with the claimant's respiratory condition.

      OR

   b. A member of the Review Panel. If queries on the original MAP have been dealt with by a member of the Review Panel then the member dealing with the claim for the purposes of the Disputes Procedure should be a different member.

2. If the Claimant wishes to proceed under the provisions of 1.b. above his solicitors should write to the Review Panel to seek consideration of the claim under the Disputes Procedure. The letter must set out clearly the basis for the dispute and must be accompanied by any and all necessary medical and other records not available at the time of the original assessment and for ease of reference and auditing purposes copies of any original documents specifically relied upon by the party initiating the Dispute.

   The Review Panel will consider the matter and indicate whether in its opinion the request is reasonable. It is anticipated that only a brief review of the papers will be undertaken by the Review Panel at this stage.

3. If the claimant's solicitor is unable to get the support of any doctor who is familiar with the claimant's case or a member of the Review Panel then the case may proceed no further through the disputes procedure. The claimant

must then either accept the view of the original Respiratory Specialist or proceed outwith the CHA and issue Proceedings.

4. If the Claimant obtains a supporting letter from a doctor or a notice that the dispute is reasonable from the Review Panel then the claimant's representative shall forward to the Clinical Director at ~~SchlumbergerSema~~ **Atos Origin** (with a simultaneous copy to ~~IRISC~~**Capita**) a letter;

   a. Setting out those parts of the MAP medical report which are in dispute.

      AND

   b. Setting out the reasons for dispute.

   The letter must be accompanied by;

   a. The supporting letter from the doctor.

      OR

   b. Notice that the Review Panel consider the dispute to be reasonable.

      AND

   c. All relevant medical or other records.

5. The Clinical director of ~~SchlumbergerSema~~ **Atos Origin** shall within 14 days of receipt of the letter (referred to above) refer the case to the Disputes Panel.

6. The Disputes Panel shall in each area (i.e. in ~~SchlumbergerSema~~ **Atos Origin**'s regional divisions) consist of three Senior Practicing Respiratory Specialists with at least two years experience of the MAP and familiar with the Claims Handling Agreement and appointed jointly by the CG and the DTI for the purposes of resolving disputes.

7. The Disputes Panel shall express its own views on each case considered by it. The original MAP report shall be included in the documentation to be considered by the Disputes Panel but the Panel shall not be bound by the views of the original RS.

8. If the claimant is not satisfied with the opinion of the Disputes Panel he may refer the matter to the Medical Reference Panel if he can obtain the approval so to do of either;

   a. A member of the Review Panel.

      OR

   b. A member of the Disputes Panel.

   The members of the Panels will only give their approval if they are of the view that there is an issue involved in the case that warrants the matter being referred to the Medical Reference Panel.

9. Once the matter has been referred to the Disputes Panel the claimant must accept the opinion of the Disputes Panel unless he can obtain the consent referred to in paragraph 8 above. Any claimant seeking the opinion of the Disputes Panel should be aware that the outcome may be less favourable than that of the original R.S.. In that event the opinion of the Disputes Panel shall take precedence.

10. Once the matter has been considered by the Disputes Panel, unless the claimant can obtain the consent referred to in paragraph 8 above he may not proceed further through the Disputes Procedure and must either accept the opinion of the Disputes Panel or bring the matter before the Courts.

11. If the matter is referred to the Medical Reference Panel its opinion shall take precedence over the opinion of the Disputes Panel, the Review Panel and the original R.S. Once the Medical Reference Panel has expressed an opinion on a case then the claimant must either accept that opinion or bring the matter before the Courts.

12. Costs to be paid to Claimants' representatives are to be determined as provided for in Schedule17.

13. It is open to Defendants to enter the Disputes Procedure, subject to the same conditions as apply to Claimants. In such circumstances paragraphs 1-11 hereof shall apply to the disputing Defendant and the term 'claimant' or 'claimant's solicitor' shall be construed accordingly.

14. No Costs are payable by the claimants when disputes are resolved in favour of the defendants.

15. Both parties may at any time agree that a dispute may be resolved by obtaining a further MAP report and/or further lung function test if appropriate.

    If the parties agree to resolve the dispute by means of a second MAP report then the parties agree that the offer of settlement would be based on the second report even if that is less favourable to the claimant than the first report.

    Only one dispute per claimant may be resolved in this manner and there is therefore no provision for the obtaining of a third MAP report under the terms of this protocol.

SCHEDULE 20 ANNEX 1

DISPUTES NOTICE PURSUANT

TO PARAGRAPH 3.1 OF

THE DISPUTES PROCEDURE

The Issue:

The Dispute:

Background:

Steps taken to date to resolve the dispute:

Relevant documents:

Outcome sought:

Dated this day of 200[ ]

Signed ----------

[insert claimant's representative]/For and on behalf of ~~IRISC~~Capita.

SCHEDULE 21

APPLICATION FOR PROCEDURAL BREACH OF THE AGREED TIMETABLE

APPLICATION FOR PROCEDURAL BREACH OF THE AGREED TIMETABLE

7. It is agreed that regional court centres will be appointed to hear such applications.

8. An application for sanctions may only be made by a Claimant in relation to:

   (i) The agreed procedural timetable in relation to cases identified by Schedule 1 Annexe 3;

   (ii) The agreed procedural timetable in relation to cases where a Claimant's Medical Report has been served and Capita agree to process the claim outside the MAP;

   (iii) The agreed procedural timetable for cases that proceed through the MAP following election by the Claimant.

9. The Parties agree that an application can only be made if the following conditions are satisfied:

   (i) The application relates to a Procedural Default as defined below;

   (ii) Capita have been given notice of the application as follows:

      (a) 21 days in relation to an initial application;
      (b) 14 days where a previous breach of the timetable has been established or admitted;
      (c) 7 days where 2 or more breaches of the timetable have been established or admitted.

10. A Procedural Default arises where it is established that Capita have failed to meet an agreed time limit in the procedural timetable by a period of 14 days or more.

11. It is a presumption that such a Procedural Default is the fault of Capita unless Capita can show good reason for failure to meet the agreed time limit.

12. It is agreed that the Stay imposed by the Order of Turner J dated [ ] July 1999 will be lifted solely for the purpose of hearing and determining any application. Thereafter, the Stay will be re-imposed.

13. It is agreed that the Court determining the application may order the increase of the award of interest, due upon any eventual recoverable sum of damages under the Claims Handling Agreement, up to 10% per annum for the period of default, as established by the hearing.

14. It is agreed that the Court may award the costs of the application to be assessed at the hearing on an indemnity basis against either party. Further, it is agreed that if an application is withdrawn as a consequence of Capita rectifying a Procedural Default, the costs of the making of the application will be borne by the Defendant.

15. It is agreed that any appeal against a decision of the tribunal shall be determined by Turner J.

16. It is agreed that no application may be made in respect of any delay which occurs during the period of 6 months from the date of the signing of the Claims Handling Agreement.

SCHEDULE 22

LETTER OF INTIMATION TO

POTENTIAL CSG MEMBERS

LETTER OF INTIMATION TO POTENTIAL CSG MEMBERS

Dear Sirs,

RE: BRITISH COAL RESPIRATORY DISEASE LITIGATION (BCRDL)

We note from our records that you represent a claimant/claimants who allegedly suffer from Chronic Obstructive Airways Disease (COPD) arising from the negligence of British Coal Corporation. We also note that you do not appear to be a member of the Claimants Solicitors Group (CSG).

As you may well be aware, and following the British Coal Respiratory Disease Litigation that concluded on the 23rd January 1998, a Claims Handling Agreement (CHA) was established through negotiations between the DTI and the Co-Ordinating Group (CG) of Solicitors in the Litigation. The CG head up the CSG and currently represent members of the CSG and their clients in negotiations with the DTI, their claims handlers and other relevant bodies.

The CHA forms the basis for settling all claims from the CSG in respect of claims for COPD, Chronic Bronchitis and/or any other condition which is classed as 'compensable' under the terms it provides. The CHA is endorsed by the Court Order of Mr Justice Turner and serves, in effect, as a pre-action protocol such that no litigation of COPD claims against British Coal will be possible without the express permission of Turner J.

The CHA provides for a comprehensive, fair and equitable method of assessment of all COPD claims through a schemed approach. This was developed in consultation with the CG, to ensure that all appropriate compensation is awarded to those who are suffering, or those who were party to the suffering of their loved ones, as a result of Respiratory Conditions sustained during their employment with British Coal Corporation.

The CHA contains a number of benefits to all parties, such as:

- an agreed format for the submission of claims
- prioritisation of claims and medical assessments arranged by the DTI
- a screening spirometry to allow for rapid resolution of claims for 'live' claimants
- a fully comprehensive Medical Assessment Process (MAP)
- agreed tariffs for damages and costs, avoiding lengthy negotiation
- troubleshooting procedures for the few disputes expected to occur
- agreement on the application of limitation
- regular review/amendment of the Claims Handling Agreement

Claimants are examined through the MAP on the basis of age of claim/age of claimant on a priority point basis. In addition, the provision of information in the agreed format greatly facilitates the speedy processing of claims.

The Honourable Mr Justice Turner expressed the view at the Court Hearing at Bristol on the 28th July 1998 that it would be sensible for Solicitors to join the CSG. However, as indicated above, from our own records it appears that your firm has not yet formally signed up to be a member of the CSG and so be party to the benefits that the CHA provides.

As such this letter is a formal invitation for your firm to sign as a member of the CSG, or to confirm that you have already done so, by way of a written response. A copy of the CHA is enclosed for your information. If you require additional information you should contact Irwin Mitchell at: St Peters House, Hartshead, Sheffield, 21 2EL (ref PS/AT/BM/CSG). Alternatively you may wish to contact Mr J. Wilson (~~0114 203 4335~~ **0870 386 9067**) at Capita Claims Management.

It is important to note that irrespective of whether you have, or intend to join the CSG you do not commission any consultant medical reports in support of your client's claims as it will be a requirement for them to be assessed via the MAP, by Order of the Court.

Should you decide to take up this invitation please respond in writing. If your firm is a Claims Handling firm or other such organisation that is not a firm of Solicitors then please indicate this in your response. Alternatively, if you do not intend to join the CSG or sign up to the CHA, please let us know your reasons and proposals for future settlement of claims. As stated previously, we anticipate all COPD claims being processed in accordance with the CHA. In any event please communicate your decision to us no later than [28 days from issue of the letter].

We look forward to hearing from you.

Yours faithfully,

Agreement signed on behalf of the Department of Trade and Industry by:

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Dated:……

Agreement signed on behalf of the British Coal Respiratory Disease Litigation Solicitors Group (CSG) by:

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Dated:……..