



CHIEF EXAMINER REPORT

JUNE 2026

LEVEL 6 UNIT 15 – CIVIL LITIGATION

The purpose of the report is to provide candidates and training providers with guidance as to the key points candidates should have included in their answers to the June 2026 examinations.

The 'suggested points for responses' set out points that a good (merit/distinction) candidate would have made.

Candidates will have received credit, where applicable, for other points not addressed.

Chief Examiner Overview

Candidates should ensure that they read and fully understand both the preamble to each question and the precise wording of the question itself. A recurring issue was the tendency to answer a related topic rather than the specific question asked. For example, Question 2(a) required candidates to explain the procedural consequences of an allegation of contributory negligence. Many candidates instead explained what contributory negligence is, and what the result of a successful delegation of contributory negligence would be, which did not address the question.

Candidates should focus on identifying exactly what the question is asking and tailoring their answers accordingly. Knowledge of the relevant subject area is important, but marks can only be awarded where that knowledge is applied directly to the specific issues raised by the question.

The principal issue for candidates who were unsuccessful was a lack of understanding of the level of knowledge, understanding, and application required to meet the threshold standard. Many candidates appeared unclear about the need not only to demonstrate knowledge of the relevant law and procedure but also to apply that knowledge effectively to the facts of the case and the specific requirements of the question.

Candidate Performance and Suggested Points for Responses

It is noted that the low numbers of candidates taking the Level 6 exams limits the scope for constructive feedback to be given and for firm conclusions to be reached. Therefore, feedback on candidate performance may be limited.

Section A

Question 1a	6 marks
Many candidates handled this question reasonably well. Some responses went into unnecessary detail on BTE and group membership which had been explicitly excluded, and the inappropriateness of private funding was not always clearly understood. The explanation of CFAs was generally accurate, although sometimes not clearly expressed. Some candidates omitted QOCS.	
Suggested Points for Response: • BTE and affinity group funding are excluded according to the CSM. • Private funding is not feasible given the information about the family finances. • A conditional fee arrangement would seem appropriate. • QOCS will apply as this is a personal injury claim, so the client will not be liable for the defendant's costs except in very specific circumstances. • A CFA is a "no win no fee" arrangement under which the client will not be liable for Kempstons' fees if the claim fails. • Kempstons will however be entitled to a success fee which is calculated as a percentage uplift on the costs. • If the claim is successful the defendant will normally be liable for the costs, but not the success fee. • The maximum amount that may be taken is 25% of the damages awarded. • A damages-based agreement is similar, but the success fee is directly calculated as a proportion of the damages which again cannot exceed 25%. • After the event insurance could be taken out to cover the possibility of the client having to pay disbursements not covered by the CFA, but may well not be necessary here.	

Question 1b	6 marks
Most candidates referred to the Judicial College guidelines and/or Kemp and Kemp but there were too many responses that did not indicate precisely where this injury would fit.	
Most candidates recognised that quantum was clearly above the small claims limit and almost certainly below the fast-track limit. Therefore, the initial steps that should be taken under the protocol for low value road traffic accidents with the submission of a CNF to the portal.	
Suggested Points for Response: • The injury itself would seem to fall within Part 7 L (d) of the Judicial College guidelines. • The current maximum for such modest ankle injuries is £16770. • A fracture would seem to be towards the upper end, particularly with the significant risk of osteoarthritis which is mentioned as a factor in the guidelines. • Special damages appear to amount to £2121. • The Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents from 31 July 2013, which involves the submission of a claim notification form electronically through the portal to the defendant's insurer would appear to be appropriate. • The claim is considerably above the small claims limit but well within the £25000 limit for the protocol.	

Question 1c	10 marks
The drafting of the relevant sections was generally sound, although not always fully detailed, and sometimes included irrelevant content.	
Suggested Points for Response:	
6.5: • The claimant was proceeding along Heathfield Rd in the direction of Church Rd. • Her speed was approximately 25 mph, and the speed limit is 30 mph. • As she approached the junction with Ventnor Rise the defendant was driving towards the junction on Ventnor Rise. • The claimant assumed the defendant would stop at the give way signs at the junction but he did not do so and continued into the path of the claimant's car. • The claimant could not take evasive action owing to the presence of parked vehicles on her nearside. The defendant did appear to brake, but only shortly before the impact. • The claimant estimates that the defendant's speed was between 15 and 20 mph at the point of impact. • The defendant collided with the driver's side door of the claimant's car, and the claimant suffered a broken ankle when her leg was trapped between the control pedals. 10.1: • The defendant failed to give way and accord priority to the claimant who was traveling on the major road with right of way. • The defendant failed to have regard to traffic conditions in particular the give way signs at the junction.	

Question 1d	6 marks
Most candidates recognised that there could be a problem, but only a minority specifically identified that it could result in the claim exiting the portal, having to be restarted under the alternative protocol and that there could be cost consequences because of the different costs regimes.	
Suggested Points for Response:	
• The defendant/insurer can require the claim to exit the Low Value RTA Portal. • If an askCUEPI unique reference is not provided initially the defendant/insurer can request this be provided. • On leaving this Portal the Protocol for Personal Injury Claims will apply. • It will apply from Para 5.1. • The claimant is limited to Table 10 fixed costs under CPR 45.35. • The potentially higher costs for cases originally commenced using the PPIC will not be awarded. • If the askCUEPI reference is not provided, the claimant will be awarded costs only in exceptional circumstances.	

Question 2a	5 marks
This question required candidates to recognise that this allegation of contributory negligence would cause the same to exit the portal, but that in this case the CNF would stand as the letter of claim. The next steps would include service of a medical report, exchange of information and possible ADR and rehabilitation issues. Some candidates simply provided a detailed explanation of what contributory negligence is, rather than attempting to address the procedural issues.	
Suggested Points for Response:	
• A response alleging contributory negligence of this kind will cause the claim to exit the portal (Para 6.15). • It will become subject to the Pre-Action Protocol on Personal Injury. • The claim notification form will be allowed to stand as the letter of claim. • The insurers have three months from the date of acknowledgment of the claim notification form to provide a substantive response indicating their position. • There is provision for the exchange of documents, although this is not likely to be relevant here. • The normal procedure is that the claimant obtains a medical report which is disclosed to the defendant and agreed if possible (Para 7.2). • The parties should consider ADR. • Any rehabilitation needs should be taken into consideration, although this is not likely to be relevant here.	

Question 2b	7 marks
Most candidates recognised that failure to serve the witness statement in accordance with the timetable was a breach of procedure. However, only a proportion identified that the consequence was that the witness statement could only be used with the approval of the court, and that there needed to be an application for relief from sanctions, and discussion of the Denton criteria and how they would apply. A number of candidates did not address the question of the advice they would give to the client.	
Suggested Points for Response:	
• The consequence of failure to serve a witness statement within the prescribed time limit is that the witness will not be permitted to give oral evidence without the leave of the court: CPR 32.10. • It will be necessary for the defendant to apply for relief from sanction. • The Denton Criteria will be utilised. • In this case, while the default appears to be the result of inexcusable carelessness, it was recognised very quickly, and is unlikely to have caused any interference with the timetable of case management. • Relief is likely to be granted. • If the defendant asks the claimant to consent to relief being granted the claimant is probably well advised to give consent, consistently with the overriding objective.	

Question 2c	8 marks
Most candidates were able to give a basic explanation of Part 36 offers, although sometimes only in bare outline. Discussion of the costs consequences, including in particular where a defendant failed to beat a claimant's offer was sometimes lacking, and, even where present, was sometimes unclear and showed confusion between the consequences of a claimant's offer and those of a defendant's offer.	
Suggested Points for Response:	
• A Part 36 offer is a means by which a party can indicate to the other the terms on which it is willing to settle. • It must comply with the formal requirements set out in the CPR. • If the case does go to trial, it will not be disclosed to the trial judge until after judgment has been given. • A claimant's offer in a case of this kind is an indication of the global sum which the claimant will accept. • It must remain open for at least 21 days (the relevant period). • It then continues to be open for acceptance unless withdrawn. • If it is accepted, the defendant must pay the amount of the offer together with costs within 14 days. • A defendant may make a counteroffer, which will be lower. • If an offer is not accepted there are potentially significant costs and other consequences. • Pursuant to CPR36.17 (4), as modified by CPR36.24 (4) if a claimant obtains judgment which is at least as advantageous as the terms of their own offer, they will receive interest on the amount recovered at up to 10% above base rate from the end of the relevant period. • They will also receive an uplift on costs amounting to 35% of the difference between the fixed costs as at the end of that period and as at the date of judgment together with interest on those costs. • They will also receive an uplift of 10% of the amount recovered. • Pursuant to CPR36.17 (3) as modified by CPR 36.24 (2) and (9) if a claimant fails to recover judgment more advantageous than the terms of a defendant's offer, the defendant will be entitled to fixed costs as at the date of judgment less the claimant's fixed costs up to the end of the relevant period. • These consequences are however subject to the overarching discretion of the court.	

Question 3a	6 marks
Candidates needed to advise that steps, such as a credit report, Companies House search or other measures needed to be taken to ensure that the proposed defendant was worth powder and shot. Candidates also needed to identify that this case fell within the PDPAC and this required a letter of claim setting out a reasonable timetable. There was insufficient detail of what this would involve and the need to consider ADR.	
Suggested Points for Response:	
• This appears to be a business-to-business debt claim. • As such it does not appear to fall within any specific pre-action protocol. • The Protocol for Debt Claims is restricted to claims against individuals, and the debtor here is a limited company. [Although potentially a construction dispute, there is at this point no indication that there is a relevant issue. Limited credit will be given if candidates make reference to the Protocol for Construction and Engineering Disputes.] • The claimant should therefore comply with the Practice Direction – Pre-Action Conduct and Protocols. • Para 6 requires the claimant to send a suitably detailed letter of claim. • Paras 8 and 10 require the parties to consider ADR. • Given the difficulties which the client has previously had obtaining money, a comprehensive credit reference report should be obtained. • The potential defendant is still trading, but may nevertheless be in financial difficulties.	

Question 3b	11 marks
Very few candidates specifically identified that the claim would be started in the CNBC, and a number of candidates assumed that Money Claims Online could be used although the materials do not indicate that all the requirements were satisfied. Most candidates correctly identified that an N1 Claim Form and Particulars of Claim were required. The main distinction between stronger and weaker responses was the level of specific detail provided regarding the information that should be included in these documents, together with any additional documents that should accompany the online filing. Some candidates went beyond the scope of the question by discussing procedural steps following issue of the claim, which were not required.	
Suggested Points for Response:	
• Proceedings are commenced by requesting the appropriate court office to issue a claim form: CPR7.2. • The official claim form is N1. • An issue fee will be payable the amount of which depends on the value of the claim. • The request will be made to the Civil National Business Centre (CNBC). • Particulars of claim may be incorporated in the claim form, served with them or subsequently. • The claim form includes the names of the parties, a brief description of the nature of the claim, a valuation, an indication of the court fee and fixed issue costs, an indication of the preferred hearing centre and a statement of truth. • The particulars of claim include the title of the case if separate from the claim form. • They also include sufficient details of the facts and legal basis of the claim, an indication of the amounts claimed, the amount and basis of any claim for interest and a statement of truth. • The claim can be commenced using money claims online (PD7C), with the claim form being sent electronically to the CNBC. • The CNBC will then serve the defendant with the claim form (and particulars of claim if included/attached). • Most steps in the case can then be taken electronically by both parties. However, the claimant must serve the particulars of claim directly if they were not attached to the claim form. [Credit can also be given for discussing use of the pilot scheme under PD51R – Online Civil Money Claims Pilot. Kempston’s are registered with myHMCTS. All the other criteria are met with the exception that it is not clear that Kempston’s can certify that the defendant will not be represented by a legal representative.]	

Question 3c	10 marks
Most candidates recognised that, while not a bare denial, the defence did not comply with the requirements and that an application for summary judgment and/or strike out would be appropriate. Better answers explained in some detail the criteria and procedure for this, but weaker answers just point to the contrast between the two cases. Only a small minority of candidates mentioned the possibility that the court would allow the defendant to file an amended defence.	
Suggested Points for Response:	
• Although not just a bare denial, this defence is vague and general and does not comply with CPR 16.5. • It does not deal specifically with all the issues or provide any detail of the alleged deficiencies in the work. • It also lacks a statement of truth. • The appropriate application would be to strike out the defence and an application for summary judgment pursuant to CPR 3. 4 (2) (b), PD3A, CPR23 and CPR 24. • The application is made on notice to the county court hearing centre specified in the claim form for hearing before a District Judge.	

- The strikeout application is on the basis of non-compliance with CPR 16.5 and the absence of a statement of truth.
- Appropriate evidence might need to be served and verified, unless it has already been provided with the particulars of claim.
- The criteria for the grant of summary judgment are that the defendant has no real prospect of successfully defending and there is no other compelling reason for the case to proceed to trial: CPR24.3.
- In this case it is possible that the defendant can make a more plausible case than that contained in the written defence and as a result the judge may conclude that there is some prospect of successfully defending the claim at least in part.
- If the judge considers that there is some merit in the defence, he may give leave to find an amended defence, give directions and impose conditions: CPR24.6.

Question 4a	6 marks
Some candidate responses did not address the specific circumstances set out in the question, namely that the court had ordered the use of a single joint expert (SJE). There was considerable uncertainty regarding the correct process, particularly the expectation that the parties should seek to agree upon the appointment of an SJE where possible. Responses were generally stronger when discussing the responsibilities of an expert as being answerable to the court and required to be impartial.	
Suggested Points for Response:	
• Expert evidence as to whether the landscaping work was carried out to a professional standard in accordance with the contractual specifications is likely to assist the court. • Any expert owes a duty to the court to give accurate and impartial evidence. • Use of a single joint expert is governed by CPR35.7. • The parties will initially be asked to agree a single joint expert but if they cannot agree the court can nominate one, either from a list prepared by the parties or otherwise. • Either party may give instructions to the expert, but these must be communicated to the other party. • The court can give directions as to the nature of the investigations and reports to be provided, and as to the maximum fee and expenses to which the expert is entitled. • The court may direct the expert to give oral evidence. • The parties will normally be jointly and severally responsible for the expert's fee and expenses: CPR35.8	

Question 4b	6 marks
This question proved challenging for many candidates. Although it related to disclosure, the specific issue is that a party is seeking to adduce into evidence documents which clearly should have been disclosed but were not. The focus should have been on an application to exclude this evidence on the basis of prejudice and failure to comply with the requirements of standard disclosure. Most candidates simply explained disclosure, with some going on to talk about an application for specific disclosure. This would have been appropriate if, on completion of standard disclosure the claimant considered that there were documents which were disclosable but had not been disclosed. As it is the claimant did not have any such knowledge.	
Suggested Points for Response:	
• Disclosure is regulated by CPR31. • Standard disclosure requires the parties to exchange lists in which each list all the documents relevant to the case in their possession or formerly in their possession. Documents which the party objects to producing for inspection and documents which are no longer in the possession of the party must also be separately listed. • Disclosure is however limited to those documents on which the party intends to rely and those which are adverse to his own case or support the case of another party: CPR31.6 • Here, the documents on which the defendant seeks to rely have not been disclosed. • A party may not rely on a document which has not been disclosed unless the court grants leave: CPR31.21. • The defendant will have to apply for relief from sanctions. • This is a significant breach as the defendant is effectively ambushing the claimant at trial. • As nearly all the property owners had assured the claimant that there were no problems there must be considerable doubt over the bona fides of these new documents. • This would seem to be a case where the claimant can legitimately request the court not to grant leave.	

Question 4c	5 marks
This question concerned costs, not the damages awarded for interest on damages and a significant number of candidates did not fully appreciate this distinction. Where costs were addressed, answers did not always identify that as this was a case on the intermediate track the appropriate fixed costs for the relevant complexity band pursuant to Table 14 of PD 45 would normally be allowed together with relevant disbursements.	
Suggested Points for Response:	
• Costs normally follow the event, but are subject to the overriding discretion of the court: CPR44.2. • There is a fixed cost regime for cases on the intermediate track: CPR45 Part VII. • The normal order will be that the claimant is entitled to the fixed costs as specified in the appropriate column of Table 14 in PD 45. • These include a set amount for pre-trial preparation together with a percentage uplift based on the value of the claim, an advocate's fee, together with an amount for attending court where counsel is instructed. • In exceptional circumstances the court may allow a claim for additional costs which will be summarily assessed or made the subject of a detailed assessment: CPR 45.9.	

Question 4d	8 marks
Candidates identified the relevant enforcement mechanisms, although some did not mention a statutory demand, and the level of detail varied.	
Suggested Points for Response:	
• A statutory demand with the threat of liquidation if not complied with may force the defendant into co-operating. • It may be appropriate to obtain further information about the financial position of the defendant through a credit reference agency, inquiry agent or requiring a representative to attend court to be examined: CPR71. • The defendant is still trading, and there may therefore be credit balances at a bank, or other debts due which could be made the subject of a third-party debt order: CPR72. • The defendant may own real property as the information is that it is undertaking a number of housing developments, so charging orders could be sought. It would however then be necessary to seek an order for sale, and in any event the charge will rank in priority after any existing mortgages or legal charges: CPR73. • The case could be transferred to the high court for the purpose of obtaining a writ of control which would enable the sheriff to take control of relevant assets of the defendant and, if necessary, sell these: CPR83/84.	