IN THE BRISTOL COUNTY COURT Claim No. 3YJ12502

BETWEEN:

MRS BETTY TAYLOR

Claimant

and

SANTANDER UK PLC

Defendant

JUDGMENT

Introduction

1. On 19 July 2013 I heard an application by the Defendant ('the Bank') to strike out parts of the Amended Particulars of Claim and/or for summary judgment against the Claimant ('Mrs Taylor'). This is my reserved judgment which is formally handed down when emailed by me to the parties' legal representatives.

2. The Bank is represented by Ms Anne Jeavons of Counsel, instructed by Squire Sanders (UK) LLP, who produced a skeleton argument dated 18 July 2013, and Mrs Taylor is represented by Mr David Willink of Counsel, instructed by Wixted & Co Solicitors, who also produced a skeleton argument dated 18 July 2013. Reference was made to a hearing bundle comprising 142 pages of documents behind 14 tabs, which I will refer to in this judgment, and to a number of authorities.

The statements of case

3. By the claim form issued on 14 January 2013 (tab 1) Mrs Taylor claims against the Bank damages arising from the sale to her by the Bank of 9 payment protection insurance ('PPI') policies: 4 monthly premium PPI policies sold on or about 22 October 1996, 18 September 1998, 22 June 1999 and 26 February 2000; and 5 single premium PPI policies sold in or around July 2001, July 2003, October 2003, September 2004 and December 2008. Damages are claimed for: (1) misrepresentation

by partial non-disclosure; (2) negligence; (3) breach of the General Insurance Standards Council ('GISC') Private Customer Code; (4) breach of the Insurance Conduct of Business Rules Source Book ('ICOBS'); and (5) unfair credit relationship within the meaning of s140(a) of the Consumer Credit Act 1974. The claim form states that Mrs Taylor expects to recover damages between £5,000 and £15,000.

4. The Amended Particulars of Claim (tab 2) explains that all 9 PPI policies were sold at the same time as loans were taken out by Mrs Taylor and that the loans were made and the policies were sold by Alliance & Leicester Personal Finance Limited. However it is accepted that the Bank is the correct defendant to the claim and I will refer to the Bank as the provider of the loans and the seller of the PPI policies. Particulars of the 9 policies are set out in paragraphs 2 to 19. It is also pleaded that Mrs Taylor had been a customer of the Bank since 1996, so a short time before the making of the first loan and the selling of the first policy. She had been employed as office manager by AK Commercials Limited, a company operated by her nephew and his partner, since 1994 and she has been employed continuously by that company to date. If absent due to accident or illness she would be entitled to 6 months absence on full pay and, given the family connection, she believes that she would have been paid full pay if it was necessary for her to be absent longer than 6 months. In the circumstances if she had known that PPI was optional she would not have purchased it. But Mrs Taylor says that she was not told by the Bank that PPI was optional and she seeks to recover her financial losses in purchasing the PPI policies. Those losses are particularised in the total sum of £7,188.42 in addition to which Mrs Taylor claims interest under section 69 of the County Courts Act 1984.

5. In the Defence (tab 4) the Bank asserts that the claims in respect of the first 8 policies are statute-barred by virtue of the Limitation Act 1980 because they relate to incidents that occurred more than 6 years before the claim was issued.

6. In the Reply (tab 5) Mrs Taylor claims reliance on section 14A of the 1980 Act and asserts that the date of knowledge for the purposes of that section (what the section calls 'the starting date') is July 2012 because it was not until then that she first realised that the PPI policies she had been sold were optional. She had been socialising with friends and one of them mentioned that she had made a successful claim for the mis-sale of PPI and asked Mrs Taylor whether she had looked into whether she may have been mis-sold PPI. Her friend gave Mrs Taylor a newspaper cutting regarding the mis-

selling of PPI. Mrs Taylor looked at her papers and discovered that she had been sold PPI and instructed Wixted & Co to make a claim against the Bank on 23 July 2012.

The application

7. The application notice (tab 7) is dated 19 April 2013. The Bank asks the Court to strike out paragraphs 2 to 17, 20 to 47 and 65 to 72 of the Amended Particulars of Claim, excluding the claim of unfairness in respect of the 7th agreement and/or the claims in respect of the 9th agreement, on the grounds that they fail to disclose any reasonable grounds for bringing the claim and/or summary judgment for the Bank on the claims, with the same exclusions, on the grounds that there is no real prospect of the claims succeeding and no other reason for a trial.

8. The evidence in support of the application is contained in the statement dated 19 April 2013 (tab 8) of Leanna Geary who is an associate solicitor employed by Squire Sanders (UK) LLP. Ms Geary exhibits copies of the 7th and 8th agreements. They refer to *personal loan protection* without any reference to the cost being optional. But in paragraph 48.2 Ms Geary states that:

> *For all of the Agreements, I am told by Santander (or have noted) and believe that: … at the time of taking the Agreements, Mrs Taylor would also have been sent (among other things) a copy of the policy document for each Agreement. The policy document would have made it clear that (a) the Policies were optional, and (b) Mrs Taylor could cancel the Policies if she wished to do so.*

9. Ms Geary does not exhibit any policy documents to her statement dated 19 April 2013.

10. Mrs Taylor's evidence in opposition to the application is contained in the statement dated 18 June 2013 (tab 13) of Dominic Perrin who is an associate solicitor employed by Wixted & Co. Mr Perrin exhibits copies of the 1st to 8th credit agreements. The 2nd agreement refers to total monthly payments comprising *Monthly Insurance Premium £37.84 Plus Credit Agreement Instalment £201.01* without any reference to the premium being optional. In respect of what Ms Geary had said about the policy documents Mr Perrin said this in paragraph 21 of his statement:

At paragraph 48.2 it is alleged that Mrs Taylor would also have been sent a copy of the policy document and that this "would have made it clear that (a) the Policies were optional". This seems unlikely as the purpose of a policy document is simply to set out the terms of the policy. It is not a sales document and would, ordinarily, in my experience (in dealing with claims of this nature), be sent to the Claimant after the policy had been sold. I would surmise that the policy document would not explain that the policy was optional as this is something that should be explained to the Claimant at the outset and before the policy is sold.

11. Leanna Geary made a second witness statement dated 10 July 2013 (tab 14). In paragraph 7 she states that the Bank had carried out further searches and had located copies of the policy documents in respect of the 4th, 5th, 6th, 7th and 8th agreements and she exhibits each one in exhibit LG2 at p122 to p141 of the bundle.

12. There is nothing in any of the 5 policy documents in LG2 that links their contents with Mrs Taylor in any way. There is no reference to her name and address or the particulars of the relevant loan. However in her statement Ms Geary says in paragraphs 8, 9, 10, 11 and 12 that she has *no reason to believe that the Claimant did not receive the* relevant policy document that she produces. There is no evidence to contradict or put in doubt what Ms Geary says about Mrs Taylor having received the 5 policy documents. There is no evidence at all on behalf of Mrs Taylor in response to that contained in Ms Geary's second statement.

13. In each of the 5 policy documents in the top left hand corner underneath the Bank's logo appears the words *Certificate of Cover* beneath which appear the words *Please read this certificate and the terms and conditions carefully, and keep them in a safe place* and to the right of which appear the words *Personal Loan Protection* and underneath them *Accident, Sickness, Injury, Unemployment and Life Policy*.

14. In each of the 5 sets of terms and conditions clause 3(a) under the heading of *Eligibility* provides that:

You are covered under this policy if on the start date: … you have agreed to pay the appropriate premium for personal loan protection, which may be a monthly premium or single premium; and [the Bank has] accepted your application on our behalf.

15. In each of the 5 sets of terms and conditions clause 9(b) provides as follows:

If you are not satisfied with your cover, please write to [the Bank] within 30 days of the start date. They will then cancel your cover from the start date without charge.

16. The start date is identified in clause 2 as the date of the credit agreement.

17. In the terms and conditions for the 5th, 7th and 8th policy there is a clause headed *Cooling Off Period*. It is clause 10(h) in the 5th and 7th and clause 10(f) in the 8th policy terms and conditions. The clause reads in each case:

From the date of receipt by you of this Personal Loan Certificate, we allow you 30 days to decide if you require loan protection. If you do not want to continue with this insurance, you may cancel your cover within the cooling off period (30 days) without charge provided you have not made a claim by writing to [the Bank at its address].

18. This evidence contradicts what Mr Perrin said in paragraph 21 of his witness statement. In my judgment, the terms and conditions would have made it clear to a reader of them that PPI was optional.

Common ground

19. Mr Willink concedes that the claims in respect of the 1st policy are statute-barred by the effect of section 14B of the 1980 Act because the relevant acts or omissions occurred more than 15 years before the claim was issued.

20. Mr Willink also concedes that since section 14A of the 1980 Act only applies to actions for damages for negligence the claims for breach of statutory duty based on non-compliance with GISC in

relation to the first 8 policies are statute-barred by reason of section 9 of the 1980 Act. However Mr Willink will rely upon the alleged breach of GISC as part of the case in negligence.

21. As already indicated Ms Jeavons does not seek to strike out or have summary judgment in respect of the 1974 Act claim in respect of the 7th policy or any claims in respect of the 9th policy and so those claims will go forward to trial in any event.

22. The question for me is whether the negligence claims relating to the 2nd to 8th policies should also go to trial or whether they are statute-barred.

The law

23. The limitation period prescribed by section 14A(4)(b) is 3 years from the starting date as defined by subsection (5) which provides that it is the earliest date on which the claimant *first had both the knowledge required for bringing an action for damages in respect of the relevant damage and a right to bring such an action*. It is that knowledge that is the focus of the dispute in this application. Subsections (6) to (10) provide definitions as follows:

> *(6) In subsection (5) above "the knowledge required for bringing an action for damages in respect of the relevant damage" means knowledge both –*
>
> > *(a) of the material facts about the damage in respect of which damages are claimed; and*
> >
> > *(b) of the other facts relevant to the current action mentioned in subsection (8) below.*
>
> *(7) For the purposes of subsection (6)(a) above, the material facts about the damage are such facts about the damage as would lead a reasonable person who had suffered such damage to consider it sufficiently serious to justify his instituting proceedings for damages against a defendant who did not dispute liability and was able to satisfy a judgment.*
>
> *(8) The other facts referred to in subsection (6)(b) above are –*

(a) that the damage was attributable in whole or in part to the act or omission which is alleged to constitute negligence; and

(b) the identity of the defendant; and

(c) if it is alleged that the act or omission was that of a person other than the defendant, the identity of that person and the additional facts supporting the bringing of an action against the defendant.

(9) Knowledge that any acts or omissions did or did not, as a matter of law, involve negligence is irrelevant for the purposes of subsection (5) above.

(10) For the purposes of this section a person's knowledge includes knowledge which he might reasonably have been expected to acquire –

(a) from facts observable or ascertainable by him; or

(b) from facts ascertainable by him with the help of appropriate expert advice which it is reasonable for him to seek;

but a person shall not be taken by virtue of this subsection to have knowledge of a fact ascertainable only with the help of expert advice so long as he has taken all reasonable steps to obtain (and, where appropriate, to act on) that advice.

24. Section 14A was inserted into the 1980 Act by section 1 of the Latent Damage Act 1986 and the first case to reach the House of Lords on the section is *Haward v Fawcetts* [2006] 1 WLR 682 (Lord Walker at [68]) which Ms Jeavons referred me to. In that case Mr Haward invested money in a company on the advice of his accountant Mr Austreng which he lost when the company failed. On a preliminary issue as to whether he could rely upon section 14A the House of Lords decided that Mr Haward had failed to discharge the burden of proving that he could take advantage of the special time limit. The House reversed the Court of Appeal and restored the order of Judge Playford QC Lord Nicholls described the Judge's approach at [17]:

The judge's approach was that Mr Haward knew all the material facts as they occurred. He knew the terms of Mr Austreng's retainer, he knew the advice Mr Austreng gave him, and he relied on that advice, with the consequence that he lost his money. The causal connection between the advice and the damage was patent and obvious. The only thing Mr Haward did not know was that Mr Austreng's firm was (allegedly) negligent, or that he had a cause of action against the firm; but those matters are irrelevant.

25. The House of Lords applied *Hallam-Eames v Merrett Syndicates Limited* [1955-1995] PNLR 672, in which Lloyds Names made claims in tort to recover losses as members of Lloyds Syndicates. The Court of Appeal decided that the Names' claims were not statute-barred for reasons described by Lord Walker in *Haward* at [63]:

… the Court of Appeal (reversing the judge) held that the claimants were not statute-barred because although they knew that they had lost large sums of money as a result of the runoff policies and RITC contracts entered into by their managing agents, they did not know that these heavy losses occurred because the business related to the US casualty market in which very large claims were being made for industrial pollution and asbestos-related risks. The claimants were ignorant of the real significance of the bare facts which they did know. The pollution and asbestos factors, which made it impossible to quantify incurred but not reported claims, were part of the essence of the complaint.

26. Hoffmann LJ delivered the reserved judgment of the Court in *Hallam-Eames* and at 678 he noted that there was no authority on the meaning of the words in section 14A(8)(a) - *that the damage was attributable in whole or in part to the act or omission which is alleged to constitute negligence* - but observed that they mirrored the language of section 14(1)(b) - *that the injury was attributable in whole or in part to the act or omission which is alleged to constitute negligence, nuisance or breach of duty* - on the meaning of which words there were several authorities. One is *Broadley v Guy Clapham & Co* [1993] 4 Med LR 328 in which the plaintiff went into hospital for an operation to remove a loose object from her knee and she came out without being able to flex her foot due to damage to the nerve passing through her knee. The Court of Appeal affirmed the first instance decision that Mrs Broadley acquired the necessary knowledge when she left hospital with the damaged foot not at the later date when a specialist instructed by her solicitors advised that the operation may have been negligent. As Hoffmann LJ put it in *Hallam-Eames* at 678:

A patient who goes into hospital for an operation on her knee and comes out with something wrong with her foot can reasonably be expected to ask her doctor why this should be so.

27. Another section 14(1)(b) case Hoffmann LJ referred to is *Dobbie v Medway Health Authority* [1994] 1 WLR 1234 in which the plaintiff went into hospital for the removal of a lump from her breast and came out with the breast removed because the surgeon formed the view that the lump was cancerous whereas a later microscopic examination showed the lump to have been benign. The Court of Appeal held that she knew enough for the purposes of section 14(1)(b) when she left hospital and the running of time was not postponed until she was advised 17 years later that the breast removal may have been negligent.

28. At [62] In *Haward* Lord Walker set out a long passage from the judgment in *Hallam-Eames* including the following:

If one asks what is the principle of common sense on which one would identify Mrs Dobbie's complaint as the removal of a healthy breast rather than simply the removal of a breast, it is that the additional fact is necessary to make the act something of which she would prima facie seem entitled to complain. She was suspected of having a cancerous lump and if this had been the case, the removal of her breast would not have been a matter for complaint. Likewise Mrs Broadley's complaint was the surgeon had caused damage to her foot when he was supposed to be mending her knee. Mr Clarke QC, for the auditors, and Mr Toulson QC, for the members' agents, protested that such a principle was a back-door way of introducing a requirement that the plaintiff must have known that the defendant had been negligent (which section 14A(9) expressly declares to be irrelevant) or was by some other criterion at fault (which this court rejected in Broadley and Dobbie.) We do not agree. The plaintiff does not have to know that he has a cause of action or that the defendant's acts can be characterised in law as negligent or as falling short of some standard of professional or other behaviour. But, as Hoffmann LJ said in Broadley, the words 'which is alleged to constitute negligence' serve to identify the facts of which the plaintiff must have knowledge. He must have known the facts which can fairly be described as constituting the negligence of which he complains. It may be that knowledge of such facts will also serve to bring home to him the fact that the defendant has been negligent or at fault. But this is not in itself a reason for saying that he need not have known them.

29. So the question to be asked in this case is when Mrs Taylor first acquired knowledge of *facts which can fairly be described as constituting the negligence of which [she] complains* or of *something of which she would prima facie seem entitled to complain* or, by reference to Lord Nicholls' approval of Otton J's approach in *Dobbie* at [14] in *Haward*, *that something had gone wrong*? Those latter words appear in paragraph 5-084 of *Jackson & Powell on Professional Liability* (7th Ed 2012) which deals with date of knowledge for the purposes of section 14A and in which this passage also appears:

> *What is needed is knowledge that the damage is attributable to the act or omission of the defendant which forms the essence of the claim in negligence. This first requires knowledge that damage has been suffered. So, it is insufficient for a claimant to know, for example, that he has made a payment. He needs to know that he has made a payment with adverse consequences.*

The rival contentions

30. Ms Jeavons submits that it is enough that Mrs Taylor knew that she had made payments of PPI premiums. In paragraph 14 of her skeleton argument Ms Jeavons submits that section 14A(9) clearly states that knowledge that, as a matter of law, a claimant may have a legal claim is not necessary to start time running. In paragraph 15 she submits that the same point was argued but failed in *Ginn v Firstplus Financial Group plc*, an unreported decision on 19 April 2012 of Mr Recorder Tony Davies sitting in Birmingham County Court of which Ms Jeavons provided me with a transcript. In that case Mr and Mrs Ginn borrowed £40,000 from Firstplus and took out what appears from paragraph 10 of the transcript to have been expressly described in the paperwork as an *Optional Payment Protection Premium* of £9,796. The agreement was made on 5 August 2004 but the Ginns redeemed the loan early in December 2005 when the settlement figure they had to pay gave them a refund of only £844.15 of the PPI premium of £9,796. The primary complaint was that the cost of PPI was excessive and unsuitable to their needs and that the second defendant, Central Capital Limited, had received an undisclosed commission for arranging the loan and PPI. The claim against Firstplus had been settled and it was the claim against Central Capital that the Recorder decided. The Recorder heard evidence and decided that Mr Ginn had not been pressured into taking out PPI (paragraph 13) and that neither Mr nor Mrs Ginn was told that PPI was compulsory (paragraph 14). However at paragraph 28 the Recorder decided that, apart from limitation, he would award the Ginns damages for the negligence of Central Capital. In terms of limitation the claim was issued on 22 October 2010. In paragraph 45 the Recorder decided that the damage had been suffered when the

loan was taken out on 5 August 2004 and so the 6 year period prescribed by section 2 of the 1980 Act expired before the claim was issued. In paragraph 46 he rejected the submission that the 6 years ran from December 2005 when the loan was redeemed because the damage was suffered when the loan agreement was made. In paragraph 47 the Recorder set out section 14A and in paragraph 48 he said:

> *Even if the claimants were not aware of all the material facts until they redeemed the loan in December 2005, the claim form was issued more than 3 years after December 2005. That is the latest stage at which they would have been aware of all the material facts.*

31. In paragraph 49 the Recorder quoted section 14A(9) and said:

> *Therefore, in so far as they assert they did not realise they had a remedy until they took legal advice within 3 years of the issue of the claim, they cannot take advantage of the section. The limitation period expired before the claim was issued.*

32. The Ginns asked for permission to appeal and I have been shown the order of Davis LJ of 20 July 2012 refusing permission. In paragraph 3(i) his Lordship said that the Recorder was unquestionably right that the loss was suffered when the transaction was entered into. In paragraph 3(ii) he observed that section 14A did not in fact extend the section 2 limitation period because 3 years from the starting date of December 2005 expired earlier than 6 years from the accrual of the cause of action in August 2004. In paragraph 3(iii) Davis LJ said:

> *The claimants knew of the material facts in December 2005. It is simply incorrect for the skeleton argument to say that they only acquired "knowledge of their loss" when explained to them by solicitors in October 2009 (and why did they instruct solicitors only then and not in December 2005?) The argument overlooks the provisions of sub-sections (5) and (9).*

33. The approach taken in ***Ginn*** seems to me to be entirely in accordance with the law as I have described it earlier in this judgment. The Ginns had knowledge of their loss, they knew that something had gone wrong, at the latest in December 2005 and that date was the starting date for the purposes of section 14A(5) not the later date of October 2009 when their solicitors told them they might have a claim in law. As with Mrs Broadley when she came out of hospital with a damaged

foot, the date of the redemption of the loan in December 2005 was the date when the Ginns might reasonably have been expected to seek professional advice about what had gone wrong.

34. Ms Jeavons also submits in paragraph 20 of her skeleton argument that Mrs Taylor's case is in reality that she did not read any of the agreements or policy documents and that is why she says she did not have knowledge of the matters contained in the documents. Ms Jeavons submits that knowledge for the purposes of section 14A includes knowledge which Mrs Taylor might reasonably have been expected to acquire from facts observable or ascertainable by her, as sub-section (10) provides, and such knowledge includes what she would have known if she had read the documents. Mrs Taylor can be in no better position than a careful borrower who reads the policy documents.

35. Mr Willink submits that the starting date for Mrs Taylor's claim is July 2012 because it was not until then that she knew that she had suffered damage by incurring unnecessary expenditure on PPI. Yes, she knew that she had incurred the expense of PPI at the date of the various transactions but she thought that the expense was unavoidable until she spoke to her friend with experience of a successful claim for PPI mis-selling. In paragraph 9 of his skeleton argument Mr Willink refers to paragraph 49 of Ms Geary's first statement (p63) and her statement that *the documentation clearly and plainly explained that the Policies were optional*. Mr Willink refers to the documents that Mr Perrin exhibits at p102 to 109 of the bundle and states that they show that what Ms Geary said is not right. However Mr Willink does not refer to, or make submissions about, the policy documents that Ms Geary was able to produce in her second statement which appear at p122 to p141 of the bundle. As I have said, in my judgment these documents do make it clear to the reader of them that PPI is optional and if taken could be cancelled for a full refund.

36. Mr Willink does not submit that knowledge that Mrs Taylor is to be taken to have for the purposes of section 14A does not include knowledge that would have been obtained by reading the documents that she was provided with by the Bank. He does not submit that Ms Jeavons is wrong to submit that such knowledge is to be taken into account. In his oral submissions Mr Willink said this:

> *Merely looking at the documents earlier would not have revealed to her or any reasonable person that [PPI] was optional.*

37. In paragraph 10 of his skeleton Mr Willink submits:

Ultimately, the question of when [Mrs Taylor] knew of the omission to tell her that the PPI was optional in each case will be a matter for the credibility of her evidence, and therefore quintessentially an issue to be investigated at trial…

38. And in paragraph 15 he submits:

There is nothing in [the Bank's] evidence to suggest that [Mrs Taylor's] case in negligence has no real prospect of succeeding.

My conclusion

39. I remind myself of the provisions of CPR 3.4(2)(a):

The court may strike out a statement of case if it appears to the court— (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim.

40. And of CPR 24.2:

The court may give summary judgment against a claimant or defendant on the whole of a claim or on a particular issue if—

(a) it considers that—

(i) that claimant has no real prospect of succeeding on the claim or issue; or

(ii) that defendant has no real prospect of successfully defending the claim or issue; and

(b) there is no other compelling reason why the case or issue should be disposed of at a trial.

41. Do Mrs Taylor's claims in negligence in respect of the 2nd to the 8th loan agreements and the related PPI policies have a real prospect of succeeding? They all depend upon the limitation period

prescribed by section 2 of the 1980 Act being extended by the operation of section 14A to within 3 years of the issue of the claim form.

42. In my judgment Ms Jeavons' submission that Mrs Taylor's knowledge of the bare fact of payment for PPI is enough to start time running under section 14A is incorrect. I accept Mr Willink's submission that she needs to have known, not, in agreement with Ms Jeavons, that she had a claim in law, but that she had suffered damage or that something had gone wrong. However I agree with Ms Jeavons, and this was not dissented from by Mr Willink, that the knowledge that Mrs Taylor is to be taken to have includes knowledge that she would have obtained by reading the policy documents. If she had read those documents it would have been made plain to her that she did not have to purchase PPI and, if, as I assume to be the case, she was not told by the Bank that PPI was optional before the loans were taken out and the PPI policies sold, then it would have become clear when she received the policy documents that PPI was indeed optional and that something had gone wrong which required putting right.

43. In disagreement with paragraph 15 of Mr Willink's skeleton argument, the Bank's evidence in the second statement of Ms Geary makes it clear that Mrs Taylor's case in negligence in respect of the 2nd to the 8th loans and PPI policies cannot succeed. That is because the starting date is the date within a matter of days of the date of the relevant credit agreement when Mrs Taylor received the certificate of cover and the terms and conditions and might reasonably have been expected to have read the contents. It is true that the certificate and terms and conditions in respect of the 2nd and 3rd PPI policies are not in evidence before me but, assuming that there was nothing in the documentation provided to her in respect of those two policies to disabuse her of the belief that PPI was obligatory, she was put on notice by the time she received the certificate and terms and conditions in respect of the 4th PPI policy that she had been or may have been misled into believing that PPI was obligatory in respect of the 2nd and 3rd policies. Therefore the starting date for the purposes of a claim in respect of those 2 policies was no later than the date when Mrs Taylor received the certificate and terms and conditions relating to the 4th policy. In the circumstances, I am satisfied that the starting date for claims in negligence in respect of each one of the 2nd to 8th loan agreements and PPI policies fell on a date substantially before the 14 January 2010, the date 3 years before the issue of the claim form, so that each one is statute-barred. I also disagree with paragraph 10 of Mr Willink's skeleton argument. The question when Mrs Taylor knew of the omission to tell her that PPI was optional does not depend on testing the credibility of her evidence at trial. For the

purposes of identifying the starting date in section 14A of the 1980 Act, Mrs Taylor is fixed with the knowledge that she would have obtained by reading the PPI policy documents that are in evidence at p122 to p141 of the bundle and that she does not deny were given to her by the Bank, I infer within a matter of days after the loan agreements were made, which is knowledge that PPI was optional.

44. I am therefore satisfied that Mrs Taylor's statements of case disclose no reasonable grounds for bringing claims in negligence in respect of the 2nd to 8th PPI policies and that those claims have no real prospect of succeeding and that there is no other compelling reason why those claims should be disposed of at a trial. I therefore grant the application and strike out and give summary judgment for the Bank in respect of the claims in negligence in respect of the 2nd to 8th PPI policies as well as, by consent, the application in respect of the 1st PPI policy and in respect of the claims for breach of statutory duty in respect of the 1st to 8th PPI policies.

45. I invite Counsel to agree the form of the order that they would invite me to make to reflect my decision and to provide for costs, which will be summarily assessed, and for case management directions to take the remaining claims to trial. If everything can be agreed then a draft order may be emailed to me in Chambers for my approval. If agreement on all matters cannot be reached and I am required to make decisions then I will do so after hearing Counsel by telephone on the next convenient date when I am sitting in Bristol and 30 minutes can be set aside. I am currently due to be sitting in Bristol on 1, 2, 16, 21, 22 and 30 August and would hope that one of those dates will be convenient. If not my next sitting days are 23 and 27 September. I would ask the parties solicitors to make the necessary arrangements with the Court. Given what may be a substantial period of time between the handing down of this judgment and the drawing of the order, I direct, pursuant to CPR 52.4(a), that the period for filing any appellant's notice is 21 days from the date on which the order is drawn up.

William Batstone

Deputy District Judge

29 July 2013