

The background of the entire page is a long-exposure photograph of a multi-lane highway stretching into the distance. The sky is a mix of orange, yellow, and blue, indicating sunset or sunrise. Light trails from cars are visible, creating a sense of motion.

# RHA Truck Cartel Claim

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**How to opt into  
the RHA's group claim  
before 31 December 2024**

This brochure should be read in  
conjunction with the official Rule  
81 notice

**T: 08450 30 50 30**

**W: [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com)**

**E: [truckcartel@rha.uk.net](mailto:truckcartel@rha.uk.net)**



# What is the RHA doing?

← A 59 Preston & Clitheroe

Manchester, Liverpool, Birmingham M6 ↑

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The RHA, as the dedicated trade body for road haulage in the UK, is bringing a group claim for compensation on behalf of you and other operators before the Competition Appeal Tribunal in London.

The RHA is acting on behalf of operators who purchased or leased new trucks and its subsidiary RHA Used Trucks Limited ("RUTL") is acting on behalf of operators who purchased or leased used trucks.

Neither RHA nor RUTL will profit from the group claim. You will be able to "stand behind" the RHA and RUTL, which will front the claim on your behalf depending on whether you purchased or leased new or used trucks (or both).

The RHA and RUTL are well aware that truck operators need to have business dealings with the manufacturers after the claim and therefore will conduct the proceedings in a measured and constructive manner.

There are economies of scale in the RHA and RUTL bringing a large-scale action that will benefit you and other operators; in most cases it will also be too expensive to bring an individual claim.

Allowing non-members to join the claim will benefit RHA members.

You should read this brochure together with the Rule 81 Notice which is the official notice approved by the Tribunal about the RHA's group claim and can be found on the RHA's website.

# Truck Cartel

£3.4 billion fine

RHA bringing  
group claim

## EU truck manufacturers fined £3.4 billion

On 19 July 2016, the European Commission fined European truck manufacturers €2.926 billion for price fixing and other cartel activities between 1997 and 2011. DAF, Daimler, Iveco, MAN, and Volvo/Renault acknowledged their guilt and confirmed they did the following:

- At senior HQ management level, fixed gross (and sometimes net) list prices
- Aligned gross list prices across Europe (including the UK) at the start of the cartel
- Reduced rebates when the Euro was introduced
- Delayed introduction of more fuel-efficient Euro 3, 4, 5, and 6 technologies
- Agreed the cost that operators should pay for Euro technologies

Scania was later fined €880.5 million for its part in the cartel.

## No cost or risk to you even if we lose

The RHA and RUTL have structured their claims so that there should be no risk for you or other operators in joining the claim and nothing to pay even if the case is unsuccessful.

The RHA and RUTL have put in place significant third-party litigation funding on very competitive terms. You should retain the majority of any compensation owed to you after the funder has received its return and any required insurance payment has been made.

The RHA and RUTL are taking out significant insurance with A rated insurers so that neither the RHA, RUTL, nor you should be liable for any costs if the case is unsuccessful.



## RHA claim is open to all truck operators - members and non-members alike

### Who can join the RHA's claim?

Any company, firm, or individual that has purchased or leased new or used trucks regardless of the nature of your haulage business (e.g. general haulage, tipper, refuse, bulk haulage) but not including those who buy trucks to then sell or lease the trucks to others.

A personal representative of the estate of any person falling within the Class who died on or after 17 July 2019 can also join the claim.

### What can you claim for?

- ✔ New trucks purchased or leased between 17 January 1997 and 31 January 2014;
- ✔ Used or pre-owned trucks purchased or leased between 17 January 1997 and 31 January 2015
- ✔ Trucks of 6 tonnes and over.
- ✔ Trucks spot hired between 17 January 1997 and 31 January 2015

### How much compensation might I get?

Each of the RHA and RUTL will be seeking to recover the difference between the price the trucks should have cost in a competitive market as compared with the cartel prices, as well as any other increases in road haulage operators' costs caused by the cartel activities.

Given the limited information available, it is difficult to predict how much compensation class members might be awarded. However, the Competition Appeal Tribunal found that the cartel resulted in Royal Mail and BT paying 5% too much (before interest) on the new trucks they had purchased.

The RHA and RUTL are each developing their cases and working with expert economists to obtain a clearer picture.



## RHA claim summary

The claims relate to two decisions by the European Commission which found that Daimler/Mercedes, DAF, Iveco, MAN, Scania, and Volvo/Renault engaged in a cartel in respect of trucks of 6 tonnes and over between 1997 and 2011. The claim is being brought before the Competition Appeal Tribunal in London.

The Road Haulage Association (RHA) is acting for operators (both RHA members and non-members) who purchased or leased new trucks of 6 tonnes and over between 1997 and 2014.

A subsidiary of the RHA called RHA Used Trucks Limited (RUTL) is acting for operators (both RHA members and non-members) who purchased or leased used trucks of 6 tonnes and over between 1997 and 2015.

RUTL is separately acting as regards used trucks because there is a conflict of interest between operators who purchased new trucks and those who purchased used trucks. Broadly speaking, new truck operators will want to argue that the higher prices they paid for trucks as a result of the cartel were not passed on when they resold their trucks. Used truck operators will want to argue that new truck operators did pass on the higher prices when they resold their trucks and that the overcharge therefore sits with used truck operators. Because of this conflict, there are strict information barriers in place between the RHA and RUTL and each of the RHA have different legal teams and expert economists.

The RHA is working with Backhouse Jones (the RHA's Solicitors). RUTL is working with Tyr Law (RUTL's Solicitors).

Neither the RHA nor RUTL will profit from bringing the claims (although they are both being paid for the work they are doing on the case) and aim to bring the claims as efficiently as possible.

Everyone who wishes to benefit from the claim must opt in to the claim and agree to a number of documents. These include:

- a Litigation Management Agreement with the RHA (RHA LMA) for new truck purchasers;
- a Litigation Management Agreement with RUTL (RUTL LMA) for used truck purchasers;
- a Deed of Adherence, through which you will signal your agreement to a Litigation Funding Agreement with the RHA (RHA LFA) and/or with RUTL (RUTL LFA);
- an Authority Document, enabling the RHA and/or RUTL to conduct the litigation on your behalf.

You will also benefit from a Legal Expenses Insurance Policy covering the RHA and RUTL and you against the risks of the costs of the litigation.

The purpose of this booklet is to help you understand what the above-mentioned documents say.

## Running the case

1. If you want to be part of the claim, you will need to opt into the collective proceedings before 31 December 2024. The Competition Appeal Tribunal has authorised the RHA and RUTL to bring collective proceedings.
2. The claim will be run as a collective claim, meaning that many claimants will claim together at the same time. This brings with it a number of advantages for the claimants, including costs savings and a stronger position from which to conduct negotiations.
3. Agreeing to opt into the claim is a commitment to the RHA and/or RUTL, the claim and to the other claimants. You agree to use the RHA and/or RUTL as your exclusive representatives in this matter. There may be financial implications for you if you drop out of the claim early. These costs will not be covered by funding or insurance.
4. We will only advise you about specific claims arising from the European Commission's truck cartel decisions. We will not advise you about other claims you may have against the truck manufacturers or anyone else.
5. The RHA will act as Class Representative for new truck class members on the issue



## RHA claim summary

of whether the cartel caused new truck prices to increase and for all class members on certain issues affecting them all. It will take day-to-day decisions about the case and conduct the legal proceedings on your behalf. The RHA's duties will include overseeing the new trucks legal team, approving invoices, directing how the case should be run, and making settlement decisions on behalf of new truck class members.

6. RUTL will act as sub-class representative for used truck class members on the issue of whether the cartel caused used truck prices to increase. RUTL will oversee its own legal team and make settlement decisions on behalf of used truck class members. More information about RUTL's appointment is provided in the 'Sub-Class Representative' section below.
7. During the case, the RHA will typically be responsible for communicating with all class members. However, there will be instances where RUTL needs to communicate directly with used truck class members.
8. The RHA, RUTL and their legal teams must run the case in a cost-effective way for it to be successful. This extends to the way in which settlement proceeds may be distributed. The RHA will be aiming to win the optimum level of damages in respect of new trucks, while RUTL will be aiming to win the optimum level of damages in respect of used trucks.
9. If the RHA and RUTL accept a global settlement for all of the claimants, the level of damages owed to you will likely be linked to the number of trucks you purchased or leased during the cartel period (and potentially during a period after the cartel ended). There will be a discretion as to how to divide any settlement pot, meaning that there will not necessarily be a need to look closely at how good individual claimant's claims are (because that may be too expensive and time-consuming). The RHA will be looking after the interests of new truck purchasers, while RUTL will be looking after the interests of used truck purchasers. The cost of distributing the claim proceeds will either be paid for by the Defendants or from the claim proceeds (and this has already been budgeted for in the overall costs of the case) and will be supervised by the funder. Each of the RHA and RUTL will also be entitled to reach their own settlements independently of the other.
10. If the Competition Appeal Tribunal determines the level of compensation owed to you and other claimants, the Tribunal may make an aggregate assessment of compensation which means that it will not necessarily make a detailed assessment of the individual merits of each individual claim. You have duties towards the RHA and/or RUTL (depending on whether you purchased new or used trucks), and to the court. You must promptly and at your expense respond to requests for information (which will be kept to a minimum). You should keep and not destroy any



documents which might be relevant to the case (for example, documents relating to your truck purchases, as well as finance and lease documents). You must ensure that all documents and information you provide are accurate, true, and complete. You must, as applicable, follow the advice of the legal teams working for the RHA and RUTL and comply with any orders of the court. If you have any concerns about any information you are providing, you must inform the RHA, or RUTL about this. You will also allow the RHA or RUTL (as applicable), to seek relevant information from your accountants or other professional advisors in order to bring your claim.

11. The RHA and RUTL will run the case in the best interests of the claimants they are representing. In the unlikely event the RHA or RUTL causes you any loss, the RHA's and RUTL's liability will be limited to an aggregate amount of £20 million.

## The Sub-Class Representative

12. There is a conflict of interest between purchasers of new trucks and purchasers of used trucks. This is because those who purchased new trucks have an interest in showing that none of the higher truck prices they suffered as a result of the cartel (overcharge) was passed on when they came to reselling their trucks. On the other hand, those who purchased used trucks will have an interest in showing that the new truck overcharge was passed on to them.
13. The conflict means that the RHA cannot

simultaneously advance the interests of both purchasers of new trucks and purchasers of used trucks. A similar conflict may exist in relation to the leasing of new trucks and the leasing of used trucks. To deal with this, RUTL has been appointed as sub-class representative to act for purchasers and lessees of used trucks on the question of whether they suffered loss as a result of the cartel.

14. The RHA and RUTL have taken steps to make sure that both new and used truck operators have their interests fully represented. These steps include:
    - The separate representation of new and used truck operators by the RHA and RUTL, respectively;
    - The RHA and RUTL have appointed separate legal advisors, expert advisors, and are receiving separate funding; and
    - Putting measures in place to make sure those teams do not, accidentally or otherwise, pass information to each other about the claims of the class members they represent. This is referred to as a Chinese wall.
  15. The Competition Appeal Tribunal has considered these arrangements and confirmed that they are acceptable.
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## RHA claim summary

### Funding and insurance

16. We will only charge you if you win the claim. This fee will be taken directly from any settlement monies or monies awarded.
  17. The RHA and RUTL will, however, need some working capital as the case progresses. That money will be made available by a litigation funding company.
  18. The funder will also pay for other costs, such as the fees of Backhouse Jones and Tyr Law, as well as barristers' and experts' fees.
  19. Each of the RHA and RUTL will charge a fee for bringing the collective proceedings on your behalf. The RHA's fee will be covered by the funding being provided by the funder. RUTL's fee (which will represent only a small part of the overall costs of the case) will be paid out of any sums won.
  20. If the case is lost, you will not owe any money to either the RHA, RUTL, Backhouse Jones, Tyr Law or the funder.
  21. If the case is won, the funder will be entitled to recover an amount based on the overall level of monies won by all operators opting into the RHA's claim. The total amount will never exceed the amount of compensation won collectively. If there is insufficient money to repay the funder in respect of its investment into used trucks, the proceeds from the new trucks claim may to some extent be used to pay the funder and the same is true in reverse if there is insufficient money to repay the funder in respect of its investment into new trucks.
  22. Usually in litigation the losing party is ordered to pay the winning party's costs. As the RHA and RUTL (as applicable) are bringing this matter on your behalf, any such order would generally be made against the RHA or RUTL. There are limited circumstances in which you might be ordered to pay costs where issues arising in the litigation apply only to you.
  23. The RHA and RUTL have taken out an insurance policy to cover the risk of paying legal costs to truck manufacturers if the claim is not successful.
  24. That insurance is a shared policy, which means that the RHA cannot recover legal costs from RUTL and vice versa if their arguments succeed against the other. The RHA and RUTL consider that this arrangement is overall in the best interests of the claimants.
  25. You agree to be bound by the insurance policy wording. Your obligations under the insurance policy are discussed on page 19 providing information on risk.
  26. The purpose of the funding and insurance arrangements is to ensure you do not need to pay anything to participate in the claim.
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## Professional standards

27. Backhouse Jones and Tyr Law are professionally required to confirm that you are who you say you are. We will aim to seek to check your identity electronically using public databases but might need further information from you.
28. The person in charge of the case at Backhouse Jones is Steven Meyerhoff.
29. The person in charge of the case at Tyr law is Matthew Fidler.
30. The Solicitors are authorised and regulated by the Solicitors Regulation Authority. The rules of the Solicitors Regulations Authority can be accessed at:

[www.sra.org.uk/solicitors/  
code-of-conduct.page](http://www.sra.org.uk/solicitors/code-of-conduct.page)

31. If you are not happy with any aspect of the Solicitors' work, please contact the Solicitors and they will try to deal with any problem quickly through their internal complaints procedure. If, for any reason, at the conclusion of the complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman.

## Alternatives to bringing this claim

32. Please bear in mind that there will be a large number of co-claimants also agreeing to the terms on which you will join the RHA's claim. The only basis on which the RHA is offering potential claimants the opportunity to join the claim is on the basis described under 'Funding' and elsewhere in the documents to which you will agree through the RHA LMA and/or RUTL LMA (as applicable) and Deed of Adherence. There may be alternative ways of bringing and funding your claim through other solicitors who may offer other ways of funding your claim. Similarly, you could consider instructing solicitors personally.
33. You should consider that it is possible that one or more of the truck manufacturers may offer a settlement outside of the litigation so that you could be offered compensation if you do nothing and do not claim. This is nevertheless unlikely particularly as the time for bringing a claim may now have expired.





## Understanding costs

### IF YOU WIN:

You should receive the majority of your award or settlement.

#### **The funder will take a fee on the claim's success.**

We do not currently have an accurate estimate of the funder's fees as they depend on a number of factors, including how much is spent on the case. However, we expect that you will retain the majority of your award or settlement.

The percentage of any settlement or award taken as the funder's fees may increase if we recover less than anticipated, if the group is smaller, or if the funder has to spend a substantial amount more money than previously expected. The outcome will also depend on the quality of the legal arguments and the evidence in the case, although liability has already been established through the European Commission's decisions in the truck cartel case and there have already been successful compensation claims against the truck manufacturers.

You will not need to pay anything if the amount you win is less than the fee.

The fees for both the funding provided to the RHA and RUTL will in essence be 4.5 times what it has cost to bring the claim (Multiple), plus return of the actual costs paid by the funder (but bearing in mind that one would expect the truck manufacturers to cover a large portion of those actual costs).

On success, there will also be fees payable to the insurers, the lawyers acting for the RHA and RUTL, and RUTL itself.

You will not need to pay anything if the amount you win is less than the fees.

## IF YOU LOSE:

### You pay nothing.

Neither the RHA, RUTL, nor their lawyers will charge you for their time or the costs incurred on your behalf as the claim progresses, although the lawyers will be entitled to success fees if the claim is won and the RUTL will cover its costs.

Usually in litigation the winning party will be entitled to recover their costs from the losing party. As the RHA and RUTL will be bringing the claims in collective proceedings, the RHA and/or RUTL (as applicable) will ordinarily be liable for the winning party's costs if the case is lost. The RHA and RUTL have taken out insurance to cover this risk and also to cover you in the unlikely event that costs are awarded against you for any matters relating only to your own claim (and not also to others' claims).

## WORKED EXAMPLE FOR NEW TRUCKS

THESE FIGURES ARE ILLUSTRATIVE ONLY AND YOU MAY RECOVER MORE OR LESS.

We cannot provide exact figures because they will depend on a number of variables (including the value of the claims, the number of claimants, whether the court finds that new truck operators passed on any of the overcharge when reselling their trucks and/or passed on the overcharge in the prices charged to customers. It will also be necessary to take account of the insurers' return which is not included in the illustration below.

Based on a claim for one truck and assuming that there are 250,000 new trucks in the RHA's claim and no pass-on of the overcharge to used truck purchasers or hauliers customers (but without taking into account success fees to be paid to the insurers and lawyers or the administration fee to be paid to RUTL):

If...

**The compensation available for each truck:** £6,000

The new truck group compensation before costs is: £1.5bn

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And...

If the funder has set aside this much for costs: £27m

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Then...

Your share of the funder's fee of £123.8m is: £495

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**After costs, your compensation per truck is:** £5,505



## Practical points

### About us

The RHA is the only UK trade association dedicated solely to the needs of UK road transport operators.

Backhouse Jones is the leading law firm for the road haulage sector and have significant litigation capability. Backhouse Jones has teamed up with expert competition law specialists at Addleshaw Goddard, Exchange Chambers, and Brick Court to advise on the claim.

The legal team have worked on competition matters for organisations such as the FIA (regulatory body for Formula 1), FIFA, Google, GSK, Samsung, Sky, and UEFA.

RUTL is a new company which has been set up specifically for the purpose of advancing the interests of used truck class members.

Tyr Law is a commercial law firm with partners and senior lawyers who have backgrounds in leading legal practices and experience heavyweight commercial disputes and large group actions in respect of competition follow-on damages. Tyr has teamed up with expert competition law specialists at Brick Court and Blackstone Chambers.



## Your expectations

We do not yet have clear details as to the value of your claim per truck – either in respect of new trucks or used trucks. The European truck manufacturers were nevertheless found liable for a serious breach of competition rules for operating a price-fixing cartel for 14 years. While we do not have clear details, our preliminary analysis suggests that the claim per new truck will be worth at least £6,000 (including interest) and may be much higher. However, it is possible that the court might determine that some of the overcharge paid by new truck owners was passed on when the new trucks were resold and that used truck operators (who are also part of the claim) therefore suffered an overcharge. As with most large-scale litigation against corporate defendants, it is likely to be aggressively defended and take a number of years to reach a conclusion. You should also be aware of the risks set out on page 19.

However, this case raises important issues and the RHA and RUTL are each pleased to be able to offer to represent you (as applicable) on the basis of 100% funding, which means that the funder and insurers are taking significant risks in order to bring the claim. The RHA will be working hard to win the claims of new truck operators while also trying to keep the administrative burden on you as light as possible. The same is true of RUTL in respect of the claims of used truck operators. We hope and expect that we will be able to secure some compensation for your trouble and set a strong precedent for the truck manufacturers and other large companies which may be tempted to cheat the system.

## Publicity

You should be aware that if you join the case, your name and address will appear on court documents and will be a matter of public record. If the case goes to trial, any member of the public will be entitled to attend court to watch the case being heard.

## Working with others

Once you have signed the relevant agreements, we would ask that you please refrain from registering as a client of another firm for the purposes of the truck cartel litigation not least as the Competition Appeal Tribunal has confirmed that operators that are part of other proceedings regarding the cartel cannot be part of the RHA claim and doing so could lead to costs being incurred in clarifying your position.

## Confidentiality

The RHA's Solicitors and RUTL's solicitors are obliged to keep your affairs confidential. However, if the RHA and RUTL are to run the case effectively, it may be necessary for them to disclose the facts underlying your claim to the professional advisers (principally solicitors, counsel, and experts) engaged on the claim. The RHA LMA and RUTL LMA allow this to happen, although there are strict safeguards in place to ensure that information on the new trucks claims are not inappropriately shared with those acting for used truck claimants and vice versa.

The solicitors, the RHA, and/or RUTL will report to you on a regular basis as the case progresses. It is very important that you ensure that all communications and documents you receive from us (including the LMAs and the document pack) remain confidential. The LMAs require you to keep all the information you receive during the course of the case confidential, even after you cease to be our client.

## About disclosure

As a party to the legal case you have a duty to disclose (that is, tell the other side about) documents which might be relevant to the claim regardless of whether they are harmful or helpful to your own case. This means that whilst you are a claimant you will have to keep such documents safe and be prepared to produce them if required.

## Addresses

### **RHA**

RHA Worldwide House, Thorpe Wood, Peterborough PE3 6SB

### **Backhouse Jones**

The Printworks, Hey Road, Clitheroe, BB7 9WD

### **Tyr Law**

2, The Embankment, Sovereign St, Leeds LS1 4BA

## Websites

- > [www.truckcartellegalaction.com](http://www.truckcartellegalaction.com)
- > [www.rha.uk.net](http://www.rha.uk.net)
- > [www.backhousejones.co.uk](http://www.backhousejones.co.uk)
- > [www.tyrlaw.co.uk](http://www.tyrlaw.co.uk)

## Telephone

### **RHA**

01733 261 131

### **RHA Used Trucks Limited**

0113 322 3950

### **Backhouse Jones**

01254 828 300

### **Tyr Law**

0113 512 1050





## Practical points

### Information about risk

In bringing the claim for compensation on behalf of you and other claimants, the RHA and RUTL will be putting themselves at risk of having to pay the defendants' costs if the case is lost. It is important to remember in this context, however, that liability has been established against the truck manufacturers by the European Commission's decision in the Truck Cartel case and this already significantly minimises the risk of the RHA and/or RUTL being required to pay the defendants' costs.

The RHA and RUTL have nevertheless taken significant steps to protect themselves from any risk by obtaining insurance cover so that, if the case is lost, it will be the insurers who will pay the other side's costs up to the level of the amount insured.

In relation to factual and legal issues that affect all claimants or sub-groups of claimants, it is only the RHA and/or RUTL that can be liable to pay the defendants' costs if the case is lost. If any issues arise in the litigation that affect only you and not any other claimants, there is a small risk that the Competition Appeal Tribunal might require you to pay a portion of the defendants' costs if your part of the claim is lost.

However, the insurance cover taken out by the RHA and RUTL covers you just as it covers the RHA and RUTL (subject to customary exclusions) so that, if the case is lost, it will be the insurers who will pay the other side's costs on your behalf up to the level of the amount insured.

The RHA has sought to minimise the risk to you as far as possible. The insurance in place, coupled with careful management of the litigation process, should mean that the risk will be at most negligible.

These matters are described in more detail on the next page.

## Insufficient insurance cover

One of the risks is that the defendants' costs are higher than the level of the insurance. It is the RHA's and RUTL's job together with the solicitors to make sure that the level of the insurance cover is sufficient. The RHA and RUTL have sought to minimise this risk as far as practicable. The RHA and RUTL have taken out one of the largest ever litigation insurance policies for a case before the English courts.

Moreover, the case management processes of the Competition Appeal Tribunal mean that the defendants will be obliged to update the RHA and RUTL regularly about their costs, which will increase as the case progresses, so that we can take steps to increase the insurance cover if it is necessary to do so. The RHA and RUTL do not regard this as a material risk.

## The insurer refuses to pay out

The insurer may deny or seek to withdraw cover, either:

- a. after the unsuccessful conclusion of the case; or
- b. while the case is continuing.

It is the solicitors' responsibility to ensure that the insurers are fully informed about all aspects of the case so that it is not open to them to refuse to honour a claim if the case is lost. The funder has invested heavily in the case and they will be equally anxious as you and we are to ensure that the insurers are fully informed and have no reason to refuse cover.

## The insurer goes out of business

There is a possibility that the insurer fails so that they are unable to pay. However, the RHA is using only A rated insurers and so the RHA does not consider that this is a material risk.

## You do not comply with the terms of the insurance policy

There are certain circumstances in which you would lose the benefit of the insurance cover the RHA and RUTL have put in place. The main situations in which this could happen are if you: (a) deliberately or recklessly provide misleading information in relation to your claim; (b) fail to follow the advice of or provide instructions to the RHA or RUTL; (c) fail to comply with any court order; and (d) fail to cooperate with the legal case, including in the unlikely event you are asked to attend any meetings or court hearings. The RHA and RUTL have much the same obligations, as well as other obligations and, in the unlikely event the RHA or RUTL were not to comply with their obligations, you and other claimants could lose the benefit of the insurance cover.

## Practical points

### The funder goes out of business or withdraws from the claim

The risk that the funders may go out of business is mitigated in two ways. Funders typically commit funds to a particular case separately so that the funds are protected in the event that they fail. No funder commits irrevocably at the outset to fund a case to its conclusion. We always find out new facts as we progress, so it is inevitable that perceptions of risk will change. In these circumstances, an agreement to fund litigation is always subject to the funder's ability to withdraw if they no longer consider the risk to be one worth taking.

If the funder were to withdraw from funding the claim, the consequence for the funder in practice would be that it would lose all or most of the money that it had invested, up to the point of its withdrawal. The implication for you would be that you could then only carry on if you could find another funder or if collectively the claimants could fund the case themselves. It is, however, doubtful that the RHA or you would want to take a risk that commercial funders did not believe in. Indeed, if the RHA stops being satisfied with the merits of the claim or does not continue to believe it is commercially viable, it can stop representing you.

The funding agreements contain the termination provisions approved by the Association of Litigation Funders, which you can review on their website:

[www.associationoflitigationfunders.com](http://www.associationoflitigationfunders.com)

### The group does not attract enough claimants

There is a further risk: that the case is successful but any recoveries for the claimants are limited.

It is possible (but unlikely) that the group will not attract enough claimants. If the total claim value is below a certain level, the damages that the claimants are awarded may not be sufficient for there to be very much to distribute to claimants after the payment of the funding costs. (Similarly, if there is a low settlement, the claimants may achieve only a limited recovery.)

The funder's risk, by the same token, is that even if the claim is successful, they may not recover the sums they have invested, or will not receive a commercial return.

### You succeed in your claim but other claimants fail in theirs

It is possible that certain groups of claimants succeed in their claims but others do not. For example, the court might conclude that there was no pass-on of the overcharge to used truck claimants meaning that, while the new truck claimants will win their claims, the used truck claimants will not.

The insurance cover will respond if either the new truck claimants or the used truck claimants do not succeed. However, in this scenario, the insurers will pay out only to the extent that the costs payable to the defendants in respect of failed claims cannot be paid from the amount recovered for successful claimants.



## There is not enough value in truck manufacturers' groups to satisfy the claim

It is possible that the truck manufacturers might not have the funds to satisfy the claim. Given the size of the various groups, this seems unlikely. The RHA and RUTL will nevertheless monitor this risk as the case progresses. Failed claims cannot be paid from the amount recovered for successful claimants.


## The truck manufacturers make a global offer to all affected operators

The truck manufacturers individually or together might offer financial compensation to every operator who bought an affected truck. The risk that this entails for you is that you may not be able to participate in that offer until the group claim has been resolved (whether by settlement or final decision of the court). You will probably not be able to take the full benefit of that offer in the same way as a non-claimant, as your offer is likely to be subject to some deduction for the litigation funder's fees. While we have no control over whether the defendants decide to make a global offer, in our view this risk is justifiable on the basis that in the absence of any legal pressure the defendants are very unlikely to make a financial offer of any sort: we think that claimants are better off claiming than not, on the basis that it is better to get something than nothing.

## Our advice on the risks

In view of what the RHA and RUTL have done and intend to do to limit the risks, the risk of personal liability falling on any claimant is extremely low.





Now that you have read this brochure, you have the information you need to officially opt in to the RHA's group claim before 31 December 2024. Another important document that you will be required to read as part of the opt-in process will be the Rule 81 Notice, which is the document about the claim which has been approved by the Tribunal.

To sign up online, please go to **truckcartellegalaction.com** where you will be guided through the simple process. Please note, you will need to provide some information about your business during the opt-in process if you have not already registered your interest.

If you would like to speak to someone before opting in, please use the contact number or email at the end of this brochure.





## How to get in touch

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or lease of used trucks:

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