

## Risk Management: Key Principles for Client Care Letters



### Introduction

Research commissioned jointly with the Legal Services Consumer Panel (LSCP) at the end of 2016 provides information about how consumers engage with Client Care Letters (CCLs).

We have set out the key findings from the report<sup>1</sup> which we recommend you follow when you prepare your CCLs and provide information to consumers.

### Overview

Greater engagement can be achieved by following three principles from the EAST framework<sup>2</sup>:

#### Make it Easy

1. Show a clear **purpose**
2. Keep it **concise**
3. Put it in **Plain English**
4. **Prioritise** information

#### Make it Attractive

5. **Personalise** information
6. **Highlight** key information
7. Make it **easy to read**

#### Make it Timely

8. Consider **additional opportunities to engage**

From these flow the eight key principles we recommend you follow when preparing your client care letters.

# Risk Management: Key Principles for Client Care Letters

## 1 Show a clear purpose

It is important that your consumers are clearly informed about the role of CCLs and what they are expected to do with them. If they do not understand their importance they may not engage with them and miss key information.

### Use directional headings

Headings are important in communications as they are often looked at, at the expense of main bodies of text. Few clients understand the term “client care letter” so we recommend you use an opening heading to set expectations and give direction to the client. There is potential for CCLs to be more directional in explaining their purpose and providing a call to action. For example:

***Your Will Writing Confirmation Letter***  
*(Important information about the legal process – please read)*

### Explain the letter’s purpose

Consumers prefer letters that provide further clarification of the letter’s purpose in the opening paragraph. For example:

*I am writing to you to confirm the work we will do for you, and provide full details of our terms of business.*

### Summarise contents on the first page

It is essential to place important information on the first and second pages of the CCL but an alternative way to ensure information is not missed would be to provide a brief description of what the letter contains on the first page. For example:

*Key information provided in this letter:*

- *Confirmation of work to be completed*
- *Estimated Costs*
- *Timescales and next steps*
- *Terms of business*
- *Complaints procedures*

## 2 Keep it concise

Less is definitely more when it comes to developing engaging communications and often CCLs are seen as overly and unnecessarily long. We recommend you avoid:

- Repetition within the CCL, as that suggests little effort has been made in putting it together
- Long sentences and paragraphs, making it difficult to pick out the key information

# Risk Management: Key Principles for Client Care Letters

- Including generic information that is not relevant to the consumer's specific case  
An example of how consumers would shorten a paragraph they considered to be too long is shown below:

## Will Writing CCL - Client Waiver information (existing copy)

*As it will normally be in your interests for me to start work as soon as possible on your matter, you have the option to waive your right to the cancellation period. If you wish to take up this option as well as the signing the 'Terms and Conditions of Business' document you will also need to sign the separate document entitled 'Notice Waiving the rights to cancel and are instructing me to start work on the matter immediately. It is important that in choosing the option you will still have the right to terminate the contract, but will be liable for the cost of all work undertaken on your matter up to that point.*

## Client Waiver Information (Clients suggested cutback versions)

*If you require immediate action, please return the waiver at the back of this letter. Your rights are still covered but costs will be incurred.*

*As you will want to start work ASAP, you need to consider beforehand the Ts & Cs and sign the separate document 'Notice Waiving the Right to Cancel the Contract'. You will retain the right to terminate the contract, but will be liable for costs up to this point.*

Give consideration as to whether some information would be better conveyed in a separate document or subsequent communication.

## 3 Put it in plain English

Accessible language is key to ensuring all consumers can understand CCLs. This is very important for those with lower literacy levels and/or for whom English is a second language, as otherwise they can disengage with communications. It is important to avoid:

### Referencing passages of law without adequate explanation

For example, in the following instance no additional detail was provided [Lasting Powers of Attorney] '*Your attorneys must use Sections 2 and 3 of the Mental Capacity Act 2005.*' If you need to refer to a section from legislation, provide a succinct, non-legal explanation, for example "*Your legal advisors must work out whether you are able to make a decision about an issue at the time you need to make that decision. They will do this following the rules set out in Sections 2 and 3 of the Mental Capacity Act 2005*"

### Using unnecessarily complex or archaic language and / or legal terms

The Plain English Campaign provides useful guidelines on this, and a list of alternative terms that can be used. Examples of these included:

# Risk Management: Key Principles for Client Care Letters

Language used	Suggested alternatives
Endeavour	Try
Matter	Issue
Disbursement	Costs

## Using vague language

Be as specific as you can, for example when providing timing estimates don't say – '*It could take anything from a few days to a few months*'. A more helpful guide to a consumer could be: "*The process from when you accept an offer, through to completion, is likely to take between 8 and 12 weeks,*" together with an explanation of the types of issues that could cause delays.

Avoid paragraphs that are lengthy and require re-reading to understand, such as the example below:

*The letter should include everything you need us to do, and everything which you expect us to do. So if something you expect us to do is not mentioned in here then please speak to us immediately as you can assume that we will not be doing it*

Obviously the nature of the letter may require the use of some unfamiliar, complex terms. Could you include a glossary at the back of the letter or in a separate booklet or leaflet? The Plain English Campaign have suggested some common definitions.<sup>3</sup>

## 4 Prioritise information

Consumers prefer a focus on their own key information needs on the opening page:

- I. The details of their own specific case and
- II. The information they consider most relevant at the beginning of the legal process.

### 1. Introduce the purpose of the letter



### 2. Provide a named contract and contact details



### 3. Outline the scope of the work to be carried out



### 4. Provide a breakdown of estimated costs



### 5. Provide estimated timescales and explain the next steps

# Risk Management: Key Principles for Client Care Letters

Providing a logical structure makes it easier for consumers to navigate through the CCL. This encourages them to read it on receipt rather than see it as a point of reference to set aside for future use.

Consider if generic information, such as terms of business, or information that clients view was less relevant at this stage, such as detailed complaints procedures, might be located later in the letter instead of on the first page. Giving complaints procedures early prominence can create a negative tone and suggest that something is likely to go wrong.

## 5 Personalise information

Consumers were more likely to engage with the information they felt to be most relevant to their individual circumstances. The perception that they have received a tailored service is central to a sense of satisfaction.

You should use the CCL to demonstrate knowledge and understanding of your client's case as it builds their confidence in you, and makes them feel valued:

- Ensure that information is personalised wherever possible – for example, by providing realistic rather than vague estimates on likely timescales / costs
- Use personal pronouns so that it is clear the communication is between the person handling the case and the consumer – for example I, you, we, rather than 'the defendant'
- Consider tone and show empathy where appropriate – for example '*It was a pleasure to meet you last week, even under the difficult circumstances that brought you to me*' is better as an opening sentence than '*This letter is legally binding*'.

In contrast, using largely generic information, including options that had already been ruled out at the first meeting or discussion, make it seem uncaring and transactional, '*If you are an existing client and I have already established your identity and address, further evidence may not be necessary*'.

## 6 Make it easy to read

Initial impressions are key in encouraging engagement, so consider the following:

- Font size 12 and above is more inviting and assists those with visual impairments.
- Avoid dense bodies of text – key information will often be missed.
- Use bullet points, tables, or a staged process to help make the more complex content more manageable. Examples of this include putting cost breakdowns into a table, and including a checklist of 'Action required'.

# Risk Management: Key Principles for Client Care Letters

## 7 Highlight key information

Make your letters easy to navigate and the key information stand out:

- Use **bold text** to highlight key information.
- Use imagery to help information stand out, for example:

- o Summary boxes for a glossary of terms and/or key information
- o Tables for cost breakdowns
- o Lists displaying a complaints procedure as a staged process

- **Use sub-headings** throughout so consumers can quickly identify the elements they perceive to be of greater relevance

## 8 Consider additional opportunities to engage consumers

Are there alternative approaches to providing for the information that is perceived to be less relevant at the beginning of the legal process? Whilst this information (the 'for reference if needed') within existing communications can be made more engaging, there is no guarantee that it will all be read in detail.

However it is important that they are aware that it is there and available to them, particularly as the provision of much of this information is a regulatory requirement. For many clients this would include cancellation rights, terms of business and complaints information.

Two key approaches to increasing engagement were identified:

### Separating out information

Could more generic information be provided in leaflets to help it stand out? As there is a danger that it could potentially be discarded; this could be mitigated by additionally emailing the information

### Reminding people of this information later on in the journey when they may be more receptive

Consumers thought that information about complaints procedures in particular would be more relevant once the legal process was underway. However, of course, most of the regulated community are subject to the regulatory requirements to signpost to the Legal Ombudsman at the outset. While it may be difficult to identify specific opportunities for sending reminders about this sort of information during the process, it was anticipated to have greater relevance closer to completion when consumers expected to be more aware of whether or not they were satisfied with the service received

## Additional Considerations

### Encouraging greater engagement among vulnerable consumers

Engaging with CCLs was found to be particularly challenging for more vulnerable consumers. Vulnerability can be dynamic and with legal cases often being a distress purchase, clients who may not normally be vulnerable may become so due to their life circumstance. For example, during a divorce where there is a dispute about child custody.

Consumers interviewed during the research thought that legal services providers could potentially do more to support them and we would recommend considering the following:

- Taking the time to ask and understand any potential challenges a particular consumer faced at the initial contact stage, and ensuring that the necessary support would be available.
- Small gestures such as offering letters in a bigger font size were seen to show a great deal of understanding and empathy, reducing the potential embarrassment of having to ask for them.
- Appropriate signposting to what consumers should do if they had any questions, for example, by giving them permission to call, was also something that would be welcomed.

## Further reading

If you are interested in reading the main report or the other supporting information, they can be found at:

1. EAST Four simple ways to apply behavioural insights, by the Behavioural Insights Team

[http://www.behaviouralinsights.co.uk/wp-content/uploads/2015/07/BIT-Publication-EAST\\_FA\\_WEB.pdf](http://www.behaviouralinsights.co.uk/wp-content/uploads/2015/07/BIT-Publication-EAST_FA_WEB.pdf)

2. Research into Client Care Letters: qualitative research report, available at:

[www.cilexregulation.org.uk/~media/pdf\\_documents/cilex-regulation/resources/bsb\\_-\\_client\\_care\\_letters\\_research\\_report\\_-\\_final\\_v3.pdf?la=en](http://www.cilexregulation.org.uk/~media/pdf_documents/cilex-regulation/resources/bsb_-_client_care_letters_research_report_-_final_v3.pdf?la=en)

3. The A to Z of alternative words, available at: [www.plainenglish.co.uk/files/alternative.pdf](http://www.plainenglish.co.uk/files/alternative.pdf)

The A to Z guide to legal phrases, available at: [www.plainenglish.co.uk/files/legalguide.pdf](http://www.plainenglish.co.uk/files/legalguide.pdf)

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