



## Press Summary

10 December 2025

**Veale and others (Respondents) v Scottish Power UK Plc (Appellant)**

**[2025] UKSC 45**

*On appeal from: [2024] CSIH 14*

**Justices:** Lord Reed (President), Lord Briggs, Lord Hamblen, Lord Leggatt and Lord Burrows

### Background to the Appeal

Robert Crozier died of mesothelioma in 2018. In this appeal, the Supreme Court is asked to decide whether his immediate family members can claim damages from his former employer, Scottish Power UK Plc (“**Scottish Power**”), under the Damages (Scotland) Act 2011 (“the **2011 Act**”).

Mr Crozier was employed by Scottish Power between 1969 and 1992. In 2014, he sued his former employer for damages, having developed pleural plaques and contracted asbestosis as a result of being exposed to asbestos in the course of his employment. The claim was settled by agreement between the parties. Mr Crozier was not suffering from mesothelioma at the time of the settlement, but the sum he received included damages relating to the risk of his developing mesothelioma in future. This discharged Scottish Power’s liability to Mr Crozier, so that he could not claim further damages from Scottish Power if he went on to develop mesothelioma.

Following Mr Crozier’s death, the pursuers, who are members of Mr Crozier’s immediate family, brought a claim against Scottish Power. They seek damages under section 4(3)(b) of the 2011 Act for the distress, grief and loss of society caused to them by Mr Crozier’s death. Scottish Power argues that damages are precluded by section 4(2) of the 2011 Act. Section 4(2) sets out a general rule preventing relatives from claiming damages for personal injury if the injured person has already settled their own claim for damages arising out of the same wrongdoing. In response, the pursuers rely on section 5 of the 2011 Act, which provides an exception to the rule in section 4(2) where the deceased has died from mesothelioma.

The section 5 exception will only apply if all three of the conditions in section 5(1) are met. Scottish Power accepts that the second and third of these conditions, set out in section 5(1)(b) and 5(1)(c), are satisfied. However, it argues that the condition in section 5(1)(a) – which requires the defender’s liability to pay damages to the deceased to be discharged by the

deceased before their death – is not met because Mr Crozier was not suffering from mesothelioma at the time when his claim was settled.

Scottish Power's argument was rejected by both the Outer and the Inner House of the Court of Session. The Inner House granted Scottish Power permission to appeal to the Supreme Court.

## **Judgment**

The Supreme Court unanimously dismisses Scottish Power's appeal. It holds that the pursuers can claim damages under the 2011 Act for the distress, grief and loss of society caused to them by Mr Crozier's death. The condition in section 5(1)(a) of the 2011 Act is met, since there is no need for Mr Crozier to have been suffering from mesothelioma at the time when his claim against Scottish Power was discharged. Lord Reed gives the judgment with which the other members of the Court agree.

## **Reasons for the Judgment**

The outcome of the appeal turns on the correct interpretation of section 5(1)(a) of the 2011 Act. As explained above, the section 5 exception to the general rule in section 4(2) will only apply if all three of the conditions in section 5(1) are satisfied. Section 5(1)(a) requires that "the liability to pay damages to [the deceased]... is discharged, whether by antecedent agreement or otherwise, by [the deceased] before [their] death" [2]-[5].

The Supreme Court begins by considering Scottish Power's argument that the phrase "liability to pay damages" in section 5(1)(a) must refer to a liability to pay damages for mesothelioma, and not to a liability to pay damages for personal injury more generally. Scottish Power's case is that no such liability existed at the time when Mr Crozier's claim was settled, because he had not yet developed mesothelioma. Accordingly, the liability could not have been discharged [10].

The Supreme Court rejects this argument for three reasons. First, even if Scottish Power is right that section 5(1)(a) refers specifically to a liability to pay damages for mesothelioma, it would not change the outcome of the appeal because that liability was discharged by the settlement Scottish Power reached with Mr Crozier [11].

Secondly, the phrase "liability to pay damages" appears in sections 3 and 4 of the 2011 Act, as well as in section 5. It must have the same meaning in all three sections because they are interconnected. Section 3 describes the circumstances in which sections 4 and 5 apply. It is concerned with persons who die as a result of personal injuries caused by the act or omission of another person, and is not restricted to those with mesothelioma. It follows that section 4 is equally wide in scope. So, when section 4(2) prevents relatives from recovering damages in cases where the deceased has already discharged their own claim, the "liability to pay damages" to which it refers cannot be restricted to liability to pay damages for mesothelioma. The phrase "liability to pay damages" must have the same meaning in both section 4(2) and section 5(1)(a), since section 5 creates an exception to the general rule in section 4(2) and uses exactly the same language. Section 5(1)(a) says nothing about mesothelioma. The mesothelioma condition is, rather, in section 5(1)(b), which requires that the deceased died from mesothelioma [12]-[15].

Thirdly, Scottish Power's argument is self-defeating. As explained above, the phrase "liability to pay damages" must have the same meaning in sections 4(2) and 5(1)(a). Scottish Power says that the phrase refers to a liability to pay damages for mesothelioma from which the deceased must have been suffering at the time when the liability was discharged. But if that is right, then the general rule in section 4(2) would not bar the pursuers' claim, since Mr Crozier settled his claim with Scottish Power before he developed mesothelioma [16]-[17].

The Supreme Court goes on to reject Scottish Power's contention that the heading of section 5, "Discharge of liability to pay damages: exception for mesothelioma", indicates that the

whole section is concerned with a discharge of liability to pay damages for mesothelioma. It finds that the heading is consistent with the Court's straightforward reading of the provision as excepting from the general rule in section 4(2) the relatives of anyone who died of mesothelioma after having discharged the liability to pay damages [18].

Next, the Supreme Court considers some of the background materials to the 2011 Act. Sections 3 to 5 of the 2011 Act re-enact provisions originally found in the Rights of Relatives to Damages (Mesothelioma) (Scotland) Act 2007 ("the **2007 Act**"). Before the 2007 Act was passed, mesothelioma sufferers faced a dilemma: they could either pursue their own damages claim before they died, or they could leave their executor and relatives to make a claim after their death, usually for a much higher value. Most sufferers chose not to pursue their own claims because they did not want to disadvantage their families. The Scottish Executive's Policy Memorandum on the Bill which became the 2007 Act explains that the legislation was designed to remove this dilemma [19]-[21].

The Supreme Court recognises that sections 3 to 5 of the 2011 Act (and their statutory predecessors in the 2007 Act) go further than is necessary to achieve this policy aim. But it does not follow that the meaning of section 5(1)(a) should be distorted, for three reasons. First, and most importantly, it is a fundamental principle of the UK constitution that the courts must faithfully give effect to legislation as enacted by the legislature. Understanding the problem that a particular piece of legislation was designed to address can help the courts to ascertain its meaning. However, that cannot displace the meaning of the words used in the statute where they are otherwise clear and unambiguous, as they are in the present case. Secondly, section 5(1) of the 2011 Act would have to be substantially re-written in order to limit its effect to the removal of the dilemma described above. The courts cannot rewrite legislation in this way. Thirdly, limiting the section 5 exception to individuals who knew they were suffering from mesothelioma when their claims were settled would have excluded those who did not yet know they had developed the disease. It would also have excluded people like Mr Crozier, who developed mesothelioma after Scottish Power's liability was discharged. It is understandable that the legislation should have been drafted in a way which avoided the need to draw distinctions of this kind [21]-[25].

Finally, the Supreme Court considers Scottish Power's submission that section 5 of the 2011 Act should not be interpreted in a way that produces an absurd or anomalous result. Scottish Power says it is absurd that Mr Crozier's family should be able to claim for loss suffered as a result of his mesothelioma, when his settlement with Scottish Power meant that he could not make such a claim himself. The Supreme Court responds that this reflects the purpose of section 5, which is designed to enable relatives to bring a claim even after the wrongdoer's liability to the deceased has been discharged. Scottish Power also claims that it is anomalous that the section 5 exception should be available only to the families of those who have died from mesothelioma, and not to those who have died from lung cancer or other fatal conditions resulting from asbestos exposure. The Supreme Court answers that this is the result of the policy underpinning section 5, which is plainly designed to create an exception for mesothelioma. The Scottish Law Commission, whose draft Bill was enacted as the 2011 Act, concluded that mesothelioma cases were highly exceptional and that there was no need to extend the exception to other diseases or personal injuries [26]-[28].

*References in square brackets are to paragraphs in the judgment.*

**NOTE:**

**This summary is provided to assist in understanding the Court's decision. It does not form part of the reasons for the decision. The full judgment of the Court is the only authoritative document. Judgments are public documents and are available at: [Decided cases - The Supreme Court](#)**