

Chapter 1

ACCIDENT & PERSONAL INJURY CLAIMS



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A. Introduction

1. When a person is involved in an accident (“the plaintiff”), he may pursue a personal injury claim against the party who caused the accident (“the defendant”) if he had sustained injuries as a result of the accident. The plaintiff will need to prove: (a) that the defendant owed him a duty of care; (b) that the defendant had breached his duty of care towards him; (c) that the injury he sustained was a result of the defendant’s failure to take sufficient care (causation); and (d) that the injury was a reasonably foreseeable type of damage from the accident (remoteness). The plaintiff will also need to justify the amount of damages that he wishes to seek as compensation. For a quick overview of the steps involved, please see the Flowchart Summaries at Section J below.

2. This chapter deals with what you need to do as the plaintiff’s lawyer.

B. Getting-Up / Preparation Phase

(i) Time-Bar

3. First and most importantly, you need to know whether the claim needs to be filed urgently. Generally, legal proceedings for personal injury claims **must be commenced within 3 years of the accident**, or they will be time-barred. The consequences of missing the time-bar are *severe* (i.e. the plaintiff will no longer be able to file his claim in court and you could be liable for professional negligence).

(ii) Ascertaining Liability

4. Second, you need to find out what exactly happened, so that you can arrive at a view on who to sue and whether that person (or your client) was at fault (at least partially) for the injury/accident. Here are some questions that you should ask your client (non-exhaustive):

- a. When, where, and how did the accident take place?
- b. Who was involved? Do you have the names and particulars of all person(s) involved? If it is a road accident, do you have the vehicle plate no. and the insurer's details?
- c. Describe what happened before, during and immediately after the accident.
- d. What was the cause of the accident?
- e. Did you make a police report? If not, why not?
- f. Do you have photographs or a video-recording of the scene of the accident?

5. You will also need to gather documents and information, if available, on how the accident happened. See Checklist of Documents at Section F for a guide.

6. Once you are satisfied that you have adequate information on the accident, you will need to address the following issues:

- a. Is there likely to be a dispute on who caused the accident?
- b. Did your client contribute to the accident in any way? If so, are there case precedents that you can use as a reference for the extent of contributory negligence on your client's part?
- c. Did your client admit or discuss liability (thereby prejudicing his claim) with the other party? (e.g. Did he say something like "So sorry, I did not see you." to the other party?)

(iii) Determining Quantum

7. Third, you need to gather the relevant supporting documents and information to estimate how much compensation your client can reasonably claim from the accident. See Checklist of Documents at Section F for a guide. There are two main heads of claim: (i) General Damages, and (ii) Special Damages.

8. General damages are damages that compensate for losses naturally arising from the injury. This generally includes pain and suffering, loss of amenities, loss of future earnings, loss of earning capacity, and future medical and transport expenses.¹

9. Special damages compensate for financial losses that have been directly incurred because of the accident. This generally includes pre-trial loss of earnings, medical expenses, transport expenses, loss of personal effects, vehicle repair costs etc. There must be documentary evidence to support your client's claim. The court will consider whether these bills were reasonably incurred.

10. Here are some questions that you should ask your client:

- a. What injuries did you suffer?
- b. Did you seek medical treatment? If so, when?
- c. Were you hospitalised? If so, how long were you hospitalised for?
- d. Do you have a doctor's Medical Report or Memo?

¹ For cases heard on or after 1 April 2021, the Singapore courts will refer to actuarial tables published by the Singapore Academy of Law to quantify loss of earning and future expenses.

- e. Were you certified to be unable to work for a period of time?
- f. Are you currently undergoing treatment or required to take any medicine as a result of the accident? Are you required to undergo any future treatment?
- g. Are you still required to go for follow-up appointments? If so, for how long?
- h. What were you working as before the accident? Did the accident affect your ability to work? If so, are your injuries of a temporary or permanent nature?

11. When reviewing Medical Reports, it is important to consider the nature of the injuries, the diagnosis, and whether the injuries were clearly caused by the accident (and not something that is pre-existing). If your client needs follow-up or long-term medical treatment and medication, the doctor should specifically state so in the medical report, and indicate the duration and estimated costs of such treatment and medication. Otherwise, you should write to the doctor for a Clarification Report.

12. Once you have adequate documents and information on the injuries sustained, as well as losses and expenses incurred, you will need to address the following issues:

- a. Is the head of claim that your client wishes to pursue one that is recognised by law?
- b. What is the quantum of damages usually awarded for a claim of that nature?

13. Always compare your client's situation with case law to see whether the amount sought is justifiable. Check whether your client's injuries are comparable to the injuries suffered in a particular case. Use the case law as a benchmark to see whether your case is more or less severe than those injuries. For guidance, see:

- a. *Practitioners' Library, Assessment of Damages: Personal Injuries and Fatal Accidents* (Third Edition), LexisNexis, 2017;
- b. *Personal Injury Tables Singapore 2015 (Tables for Calculation of Damages)*, Sweet & Maxwell Asia, 2014;
- c. *Personal Injury: Quantum, Cases and Materials, Singapore*, LexisNexis, 2014;
- d. *Guideline for the Assessment of General Damages in Personal Injury Cases*, Academy Publishing, 2010, by the Subordinate Courts.
- e. *Motor Accident Claims Online (MACO)*, an initiative by the Singapore Academy of Law in collaboration with the Singapore Courts, as part of the "Courts of the Future IT Roadmap": <http://go.gov.sg/maco>

(iv) Advising your client

14. Once you have collated the information and done the necessary research, you should speak to your client to advise him on liability i.e. whether he was at fault either wholly or partially with regard to the accident. If your client had contributed to his injuries or losses (e.g. he was driving too fast at the material time), you will have to discuss with him on how liability / fault should be "split" between the parties. Would the parties most likely be equally at fault (50:50) or the defendant primarily at fault (60:40, 70:30 or higher in your client's favour)? Ensure that your client understands why he ought to share the blame based on the facts and circumstances of the accident.

15. Thereafter, you should move on to discuss the quantum of damages likely to be awarded to him, based on the documentary proof available. Normally, it is easier to advise your client and make a claim by tabulating the various items. For items which may be disputed,

when you advise your client, please give him a range instead of a fixed number, e.g. you may say general damages for a fractured finger may range from \$500 to \$3,000 (instead of saying \$3,000), depending on the severity of the injury. You should impress on your client that he is not entitled to receive compensation for injuries and conditions that were not caused by the accident. If any of his injuries or conditions can be attributed to pre-existing conditions, he is only entitled to compensation to the degree that the accident aggravated them.

16. The most important thing in this exercise is to get your client's mandate to: (1) send the letter of claim to make an initial claim for a fixed number. Do remember to explain that this is the maximum, and it is likely that the other party will negotiate it down; (2) be prepared to settle on a figure based on a less optimistic scenario. **Record this down in an attendance note, and preferably get your client to sign it so that there will be no dispute.**

C. Letter of Claim and the Pre-Action Protocol

17. Before you commence any claim in personal injury, you must comply with the **Pre-Action Protocol for Personal Injury Claims in Appendix E** of the State Courts Practice Directions ("**Appendix E**").

18. In particular, you need to issue a letter of claim² to the defendant and his insurer, enclosing all the relevant documents relating to both liability and quantum.³ The insurer will have to issue an acknowledgement letter⁴ within 14 days of receipt of the letter of claim. Thereafter, the insurer will have to issue a substantive response within 8 weeks of receipt of the letter of claim. That is, the reply should indicate (a) whether the insurer is defending the claim, and if so, the defendant's position on the claim on both liability and quantum and/or an offer of settlement; or (b) whether the defendant is defending the claim personally.

19. If the insurer steps in to defend the claim, the defendant falls out of the picture and you should negotiate with the insurer directly. If the insurer repudiates liability, the defendant will have to defend the claim personally and you should deal with the defendant (or his solicitors, if he has engaged his own) directly. Please note that for motor accident claims involving death or bodily injury, the insurer is obliged to indemnify the defendant in respect of the plaintiff's claim for damages under the law⁵.

20. Failure to comply with any of the above timelines will allow the plaintiff to commence legal proceedings.

21. Paragraphs 3.1 to 3.10 in **Appendix E** set out the relevant information that your letter of claim should include, the documents it should enclose, as well as how it should be sent. Paragraphs 4.4 in **Appendix E** sets out the relevant information that the substantive response should include.

² SCPD, Appendix E, Form 1. See Annex F for a sample letter of claim.

³ SCPD, Appendix E, paras 3.7-3.8. See **Appendix E of the State Courts Practice Directions** for a sample letter of claim to the defendant, as well as Section E of this guide for templates.

⁴ SCPD, Appendix E, Form 2.

⁵ See section 4(1)(b) read with sections 8 and 9 of the Motor Vehicles (Third-Party Risks and Compensation) Act (Cap. 189).

22. The insurer may request a medical examination of the plaintiff by their medical experts. Generally, this is a reasonable request to make, and there is unlikely to be a good reason to refuse.

23. If the claim is going to be time-barred soon, you may wish to file the writ first and send a letter of claim with the supporting documents at the same time. If the intended defendant has appointed a lawyer, your letter of claim should also enquire whether the lawyer or law firm has instructions to accept service on behalf of the intended defendant, so that you may arrange for service to be effected on the law firm.

24. During this period, after the parties have exchanged all the relevant information and documents, you should endeavour to make reasonable attempts at settlement with the insurer. This may involve several rounds of back and forth offers and counter-offers. Avoid commencing legal action if there are reasonable prospects for a settlement. When you receive an offer, you should assess it on its merits. You should also have already discussed and agreed with your client on what the lowest acceptable figure should be. There are 3 possible outcomes during settlement negotiation:

- a. **Insurer makes an offer on liability and quantum which you think is reasonable.** You should advise your client to accept the offer accordingly.
- b. **Insurer makes an offer on liability and quantum which you think is unreasonable (i.e. a lowball offer).** You should advise your client to reject the offer and explain to him clearly and carefully what you think is a fair compensation for his injuries based on your calculations. You should also discuss with your client on a counter-offer amount. When responding to the insurer, you should include arguments for why your client deserves the damages requested. The insurer may or may not accept your counter-offer and may simply maintain their initial offer, or come back with a slightly higher amount. You should continue communicating with the insurer (and taking your client's instructions) to negotiate an acceptable amount. If a reasonable settlement offer is reached, you should advise your client to accept it.
- c. **Insurer makes an offer on liability and quantum which you think is unreasonable (i.e. a lowball offer) and refuses to budge or negotiate an acceptable amount.** When negotiations stall, you should discuss with your client on whether he is willing to go to court to gain compensation. You should take your client's firm instructions on whether he is prepared to fight his case in court, or whether he prefers to accept a less than ideal amount. Do not pressurize your client to accept an offer that he is not comfortable with.

D. The Court Process – Commencing an Action

25. Before commencing a claim, you would need to give at least 2 clear days' notice (by fax or e-mail) to the insurer and 7 clear days' notice (by certificate of posting) to the defendant where the defence is not being handled by an insurer,⁶ as per **Appendix E**, Form 3.

⁶ See paras 4.2, 4.5 and 10.2 of the State Courts Practice Directions.

26. If the defendant is unknown (e.g. hit-and-run) or uninsured (e.g. invalid policy), you may claim against the Motor Insurers' Bureau of Singapore ("MIB"), which will step in as though it is the defendant-insurer. For such cases, the compensation is limited to liability in respect of death or bodily injury only, and excludes property damage.
27. Claims must be commenced in the appropriate level of court as follows:

| Quantum of claim | Level of Court |
|---|---|
| Up to \$60,000 ⁷ | Magistrate's Court |
| More than \$60,000 and up to \$250,000 ⁸ | District Court |
| More than \$250,000 and up to \$500,000 | High Court (although matter will be automatically transferred to District Court) ⁹ |
| More than \$500,000 ¹⁰ | High Court ¹¹ |

28. Once court proceedings have been filed, ensure that you serve the Writ and Statement of Claim on the defendant and the insurer, and that you comply with the timelines stipulated in the Rules of Court. You should file a Memorandum of Service once service has been effected within 8 days¹². If the defendant wishes to defend the action, he has to enter an appearance in the action within 8 days after service of the Writ¹³. The defendant will then be required to file and serve his Defence before the expiration of 14 days after the time limited for appearing or after the Statement of Claim is served on him (whichever is later)¹⁴. If the defendant alleges that he has any claim or is entitled to any relief or remedy against your client, he may file and serve a counterclaim in the same action i.e. Defence and Counterclaim. You may file and serve a Reply before the expiration of 14 days after the Defence has been served on you. Where there is a counterclaim by the defendant, you may file and serve a Reply and Defence to Counterclaim, or merely a Defence to Counterclaim (if there is no Reply) before the expiration of 14 days after the service on you.¹⁵
29. If the defendant fails to file a Memorandum of Appearance or Defence, you should file a Request to Enter Default Judgment together with the Interlocutory Judgment under O 13 against the defendant. Once granted, this would mean that the defendant is deemed to be 100% liable for the accident, and the matter can immediately proceed for Assessment of Damages.
30. However, if the defendant contests the claim, cases commenced in the State Courts will automatically be referred to alternative dispute resolution in the State Courts Centre for Dispute Resolution after the close of pleadings. Road accident claims and personal injury claims resulting from industrial accidents (i.e. between \$250,000 and

⁷ See section 2 of the State Courts Act (Cap. 321) under "Magistrate's Court limit".

⁸ See section 2 of the State Courts Act (Cap. 321) under "District Court limit".

⁹ See section 2 of the Supreme Court of Judicature (Transfer of Specified Proceedings to District Court) Order 2016.

¹⁰ See section 16 of the Supreme Court of Judicature Act (Cap. 322).

¹¹ For road traffic accident claims or claims for personal injuries arising out of industrial accidents, the parties may agree in writing to have the matter heard by the District Court even though the sum in disputes exceeds \$500,000. Reasons for doing so include lower court fees and legal fees, and the fact that the High Court does not have a Court Dispute Resolution process unlike the State Courts.

¹² See Rules of Court, O. 10, r. 1(4)

¹³ See Rules of Court, O. 12, r. 4(a).

¹⁴ See Rules of Court, O. 18, r. 2

¹⁵ See Rules of Court, O. 18, r. 3(4)

\$500,000) commenced in the High Court will be automatically transferred to the State Courts' civil district courts, and they will follow the same processes applicable to district court cases of the same nature.

31. Unfortunately, the High Court does not have an equivalent Court Dispute Resolution ("CDR") or Assessment of Damages Court Dispute Resolution ("ADCDR") process. Parties seeking to mediate their dispute would have to seek private providers such as the Singapore Mediation Centre or the Law Society Mediation Scheme.

(i) Court Dispute Resolution for Liability

32. If the issue of liability has not been resolved, the case will proceed for CDR. Only solicitors are required to attend CDR sessions, which are conducted on a "without prejudice" basis. It is essential that you are well prepared and familiar with your case.
33. The Settlement Judge will assess the merits of the case and provide an indication on liability during CDR. Parties will have to submit a Liability Indication Form (Form 9A)¹⁶ at the first CDR session, which contains their respective proposals on liability. Once indication on liability has been obtained, you should discuss this matter with your client, and decide on your next course of action.
34. Please take note that the indication is non-binding, based on a cursory perusal of the available evidence submitted. It is also not a guaranteed court outcome.
35. The issue of liability can be settled by consent or after trial on liability. Interlocutory Judgment by consent should be entered by submitting Form 9I¹⁷. Do note, however, that the Judge may at his own discretion in appropriate cases or upon solicitor's request (by consent of parties) also provide an indication of quantum at this stage, in which case a Quantum Indication Form (Form 9B)¹⁸ should be submitted.
36. If parties manage to settle on both liability and quantum, Final Judgment by consent should be entered by submitting Form 9I, with the Usual Consequential Orders.¹⁹
37. Please familiarise yourself with paragraphs 37 and 38 of the State Courts Practice Directions and the **Pre-action Protocol for Non-Injury Motor Accident Cases in Appendix C** of the State Courts Practice Directions ("**Appendix C**").

(ii) Assessment of Damages – Court Dispute Resolution for Quantum

38. Once liability is settled or determined, the plaintiff is required to apply for Summons for Directions under O 37 ("SFD hearing") within 1 month from the date of the Interlocutory Judgment, for damages to be assessed by the Registrar.²⁰ A hearing date will be fixed for this.

¹⁶ See Annex T.

¹⁷ See Annex S.

¹⁸ See Annex U.

¹⁹ These are found in Form 9I itself.

²⁰ See Annex M.

39. During the SFD hearing, the Court will set timelines for the various orders sought. One of the orders would concern the appointment of a single joint medical expert (“SJE”). An SJE is an expert instructed to prepare a report for the Court on behalf of the parties to the proceedings. It is up to the parties to agree on who shall be appointed as the SJE. If the parties are unable to agree on the SJE, then the Court may facilitate the decision-making process on the choice of the SJE. Usually, the Affidavit of Evidence-in-Chief (“AEIC”) of the SJE should be dispensed with, and parties will rely on the SJE’s medical report(s) for trial purposes.
40. You should endeavour to comply with all the orders made at the SFD hearing. If you are unable to comply with any of the timelines, you should file a Summons for Further Directions to extend the timelines (ideally, with consent from the defendant so that a supporting affidavit can be dispensed with).
41. Importantly, you will need to prepare your client’s AEIC (on the issue of quantum)²¹. The AEIC should highlight the injuries suffered by your client, the medical expenses, and the disbursements incurred.
42. Finally, please ensure that you file and serve on the defendant the Notice of Appointment for Assessment of Damages (“NOAD”). This can only be done after AEICs of all witnesses have been duly exchanged. This should be accompanied with the Checklist for Pre-Assessment of Damages ADR Conferences (Form 9L). You will have to liaise with the defendant in completing this Form 9L.
43. The matter will then be fixed for ADCDR. Only solicitors are required to attend ADCDR sessions, which are conducted on a “without prejudice” basis. It is essential that you are well prepared and familiar with your case. You should have on hand the relevant case-law to support your client’s claims for the injuries suffered, and be prepared to make oral submissions in court.
44. Parties will have to submit a Quantum Indication Form (Form 9B) at the first ADCDR session, which contains their respective proposals on quantum. Once indication on quantum has been obtained, you should discuss this matter with your client, and decide on your next course of action.
45. Please take note that the indication is non-binding, based on a cursory perusal of the available evidence submitted. It is also not a guaranteed court outcome.
46. The issue of quantum can be settled by consent or after trial on quantum. If parties manage to settle on quantum, Final Judgment by consent should be entered by submitting Form 9I, with the Usual Consequential Orders²². The Court will then direct the parties to submit on the issue of costs.
47. If parties are unable to settle on quantum, the judge will fix the matter for hearing.
48. Please familiarise yourself with paragraph 40 of the State Courts Practice Directions and **Appendix C**.

²¹ See Annex P.

²² See Annex S.

(iii) **Trial / Hearing**

49. If parties disagree on liability, the CDR judge will give directions for the case to proceed for trial on liability. Directions will be given for parties to file and serve their respective AEICs (on the issue of liability)²³, a Bundle of Documents, and an Opening Statement (Form 4B for personal injury claims).
50. During the trial, the trial judge will hear all the evidence and parties' submissions, and thereafter, determine the percentage of liability to be borne by the defendant.
51. Interlocutory Judgment on liability will be granted by the trial judge, and the case will proceed for Assessment of Damages. The trial judge will also issue oral and/or written grounds of decision. You should carefully scrutinise the grounds of decision and advise your client on whether there are merits to file an appeal.
52. If parties disagree on quantum, the ADCDR judge will fix the matter for an Assessment of Damages hearing, which is essentially a trial on quantum. Directions will be given for parties to file and serve a Bundle of Documents and a Joint Opening Statement (Form 9D for personal injury claims)²⁴.
53. During the hearing, the trial judge will determine the case on its merits. The evidence from appropriate parties such as the plaintiff or medical experts will be presented to assist the court in determining the appropriate quantum of damages to be awarded.
54. Thereafter, the trial judge will issue a Final Judgment specifying the total amounts payable by the defendant to the plaintiff i.e. damages, interest, and costs.

E. Liaising with the Public Trustee

55. After the matter is concluded, the Public Trustee's approval is required on the plaintiff's solicitor-and-client's ("S&C") costs if the relevant amount exceeds \$5,000.²⁵ This is to ensure that plaintiffs are not overcharged by their lawyers.²⁶
56. If a motor accident claim culminates in a court judgment, the Public Trustee will require the wording of the judgment to state that the S&C costs and disbursements shall be determined by the relevant rules (i.e. to be approved by the PT or taxed by court), and that such determined S&C costs shall be deducted from the judgment sums and paid directly by the defendant to the plaintiff's lawyers, and thereafter the balance judgment sums to be paid by the defendant to the plaintiff.²⁷

²³ See Annex O.

²⁴ See Annex R.

²⁵ See sections 18(3) and (4) of the Motor Vehicles (Third-Party Risks and Compensation) Act (Cap. 189). PT approval is also required in other situations, for example if the claimant is a minor, lacks mental capacity, isolated in a hospital under the Infectious Diseases Act or under legal custody in a place of detention, or if the victim is unrepresented, the compensation exceeds \$5,000 and the compensation was agreed out-of-court.

²⁶ The Parliamentary Debates indicate that the intention is to "*put an end to the practice which is resorted to by some lawyers of engaging touts to solicit and obtain accident claims cases and arranging to keep a substantial portion of the compensation received for themselves*" so that "*unfortunate victims of road accidents have been cheated of the sums rightly due to them by these unscrupulous lawyers*". [can we have the reference here?]

²⁷ Public Trustee's Practice Circular 2 of 2014 at [8].

57. This means that for as long as S&C costs are not settled, the plaintiff should not receive any payment of the judgment sum (unless the court has ordered for interim payments to be made), and the plaintiff's lawyers will also not receive any payment for S&C costs (save for the deposit).
58. The submission for approval from the Public Trustee is done electronically through the MinLaw e-services website. The eservice takes about 15-20 minutes to complete and a \$225 application fee needs to be paid.

F. Checklist of Documents to obtain in a personal injury claim (non-exhaustive)

59. The table below sets out the common types of documents required for a personal injury claim, the relevance of each document, and the source of the document (i.e. how and where it may be obtained).

| S/N | Nature of document/information | Relevance | Source |
|-----|--|--|---|
| 1. | Singapore Accident Statement (also known as a third party motor accident report) | <p>The Singapore Accident Statement sets out general information of the motor accident, details of the vehicle(s) involved, details of the vehicle insurance, particulars of the driver, and may include relevant supporting documents such as the sketch plan, accident photos, and video recordings captured by the car camera.</p> <p><u>Key points to note:</u></p> <ol style="list-style-type: none"> 1) Your client should approach GIASRMC directly to obtain this Statement. 2) Your client will need the vehicle number and the date of accident to conduct the search. 3) There is a search fee of around \$29.00 (inclusive of GST). | <p>General Insurance Association of Singapore Records Management Centre (GIASRMC) 6 Raffles Quay, #18-00, Singapore 048580 (Opening hours: 9.00am – 5.00pm, Mondays to Fridays)</p> |
| 2. | Traffic Accident Report/ Documents and Results of Investigation | <p>The Traffic Accident Report sets out general information of the accident, details of the vehicle involved, details of the vehicle insurance, and details of the persons involved (e.g. pedestrian, rider, driver).</p> <p><u>Key points to note:</u></p> <ol style="list-style-type: none"> 1) Are there any useful admissions on liability in the Traffic Accident Report? 2) Does the driver own the vehicle or is he driving it for work, in which case, his employer may be vicariously liable? 3) Is there a need to contact the police to get further clarification and/or additional information? Exceptionally, if there is really no eye-witnesses or information, you may also wish to consider requesting to interview the Investigating Officer, if the accident happened a long time ago. Please note that the police do not normally accede to these requests on grounds of privilege. Note: See templates at Annex B 4) Was the driver charged with any offence by the Traffic Police? If so, the Traffic | <p>Traffic Police Department Traffic Investigations Branch 10 Ubi Avenue 3 Singapore 408865</p> <p>Note: See Annex A for templates.</p> |

| S/N | Nature of document/information | Relevance | Source |
|-----|--|---|---|
| | | Police would have likely issued a letter to the client informing him/her of the outcome of the investigation. If the driver was convicted of an offence, this will be useful in establishing liability for a civil claim. ²⁸ | |
| 3. | LTA Search results for insurance company of a vehicle | <p>You will need this information to know where your letter of claim should be sent.</p> <p><u>Key points to note:</u></p> <ol style="list-style-type: none"> 1) There is a fee of \$7.49 (inclusive of GST) for each successful search). Payment can be done by credit /debit card or internet banking. 2) You would need the vehicle number and the incident date and time to conduct the search. | The search can be done online through LTA's virtual services: vrl.lta.gov.sg |
| 4. | CCTV footage | <p>If the account of the accident is likely to be disputed, or the client is the only person involved in the accident, it may be useful to request for CCTV footage, if available.</p> <p>This should be done as soon as possible as different agencies have varying standards of record-keeping and may delete their CCTV footage within a prescribed period of time. See Annex E for sample letter request.</p> | <p>If the accident was a road accident, you may try requesting CCTV footage from the Traffic Police, the defendant or the defendant's insurer.</p> <p>If the accident happened in a building, you may try requesting footage from the building-keeping owner or manager or the security company in charge of the building.</p> <p>If your request is refused, consider whether you should take out an application for pre-action discovery.</p> |
| 5. | <ol style="list-style-type: none"> (1) Medical reports; (2) Discharge summaries for hospital admission; (3) Medical certificates; (4) Receipts for any medical assessments or treatments (e.g. X-ray, CT scans, TCM treatment, self-medication, transport costs to and from the medical institution) | <p>These reports are required to prove what medical condition the patient was in, and the diagnostic tests or treatments required, due to the accident.</p> <p>The most reliable reports are those closest in date to the accident as possible, so as to avoid any allegation that the medical condition or injury suffered was not caused by the accident.</p> <p><u>Key points to note:</u></p> <ol style="list-style-type: none"> 1) Has the patient signed consent for release of medical information to you? Certain hospitals may have prescribed templates for the patient's consent. See template at Annex C 2) Does the medical report sufficiently address all heads for damages claimed, or do you require further clarification and/or additional information? 3) If the client cannot afford to bear the costs of obtaining such reports at first instance and these disbursements have to be borne upfront, has he signed an undertaking to bear the cost of the reports? 4) Check that the costs of obtaining the medical reports do not exceed the quantum of damages which the client is likely to be entitled to. Generally, the costs | The relevant medical institutions in which the patient has sought treatment. |

²⁸ See section 45A of the Evidence Act (Chapter 97).

| S/N | Nature of document/ information | Relevance | Source |
|-----|--|--|---|
| | | of medical reports are claimable against the defendant. | |
| 6. | Plaintiff's employment history, employment contract and payslips | These information and/or documents are required to prove the plaintiff's loss of earnings (if any) or loss of earnings capacity etc. | The plaintiff himself/herself, or the plaintiff's employer. |

G. Precedents and/or Templates

| S/N | Description | Annex | Page No. |
|-----|--|---------|----------|
| 1. | Application Form for Traffic Accident Reports/ Other Documents & Results of Investigation | Annex A | 16 |
| 2. | Letters to the Traffic Police and/or Singapore Civil Defence Force asking for more information | Annex B | 19 |
| 3. | Consent for release of medical information | Annex C | 22 |
| 4. | Letters to hospitals requesting for medical reports | Annex D | 24 |
| 5. | Letter request for CCTV footage | Annex E | 29 |
| 6. | Letter of Claim | Annex F | 31 |
| 7. | "Without Prejudice" Letter where writ has been filed in light of approaching time-bar | Annex G | 34 |
| 8. | Cover letter to insured where insurer already identified | Annex H | 36 |
| 9. | Letter accepting offer of settlement | Annex I | 38 |
| 10. | Writ of Summons | Annex J | 40 |
| 11. | Statement of Claim | Annex K | 43 |
| 12. | Defence | Annex L | 48 |
| 13. | Summons for Directions | Annex M | 54 |
| 14. | List of Documents | Annex N | 57 |
| 15. | AEIC for Liability | Annex O | 61 |
| 16. | AEIC for Assessment of Damages (Issue on Quantum) | Annex P | 65 |
| 17. | Index to Bundle of Documents | Annex Q | 69 |
| 18. | Joint Opening Statement | Annex R | 72 |
| 19. | Recording Settlement / Entering Judgment by Consent (NIMA/PI/PIMA) | Annex S | 76 |
| 20. | Liability Indication Form | Annex T | 78 |
| 21. | Quantum Indication Form | Annex U | 81 |

H. Pre-action Protocols

| S/N | Description | Appendix | Page No. |
|-----|---|------------|----------|
| 1. | Pre-action Protocol for Non-Injury Motor Accident (NIMA) Cases (Appendix C of the State Courts Practice Directions) | Appendix C | 85 |
| 2. | Pre-action Protocol for Personal Injury Claims (Appendix E of the State Courts Practice Directions) | Appendix E | 106 |

I. Further reading

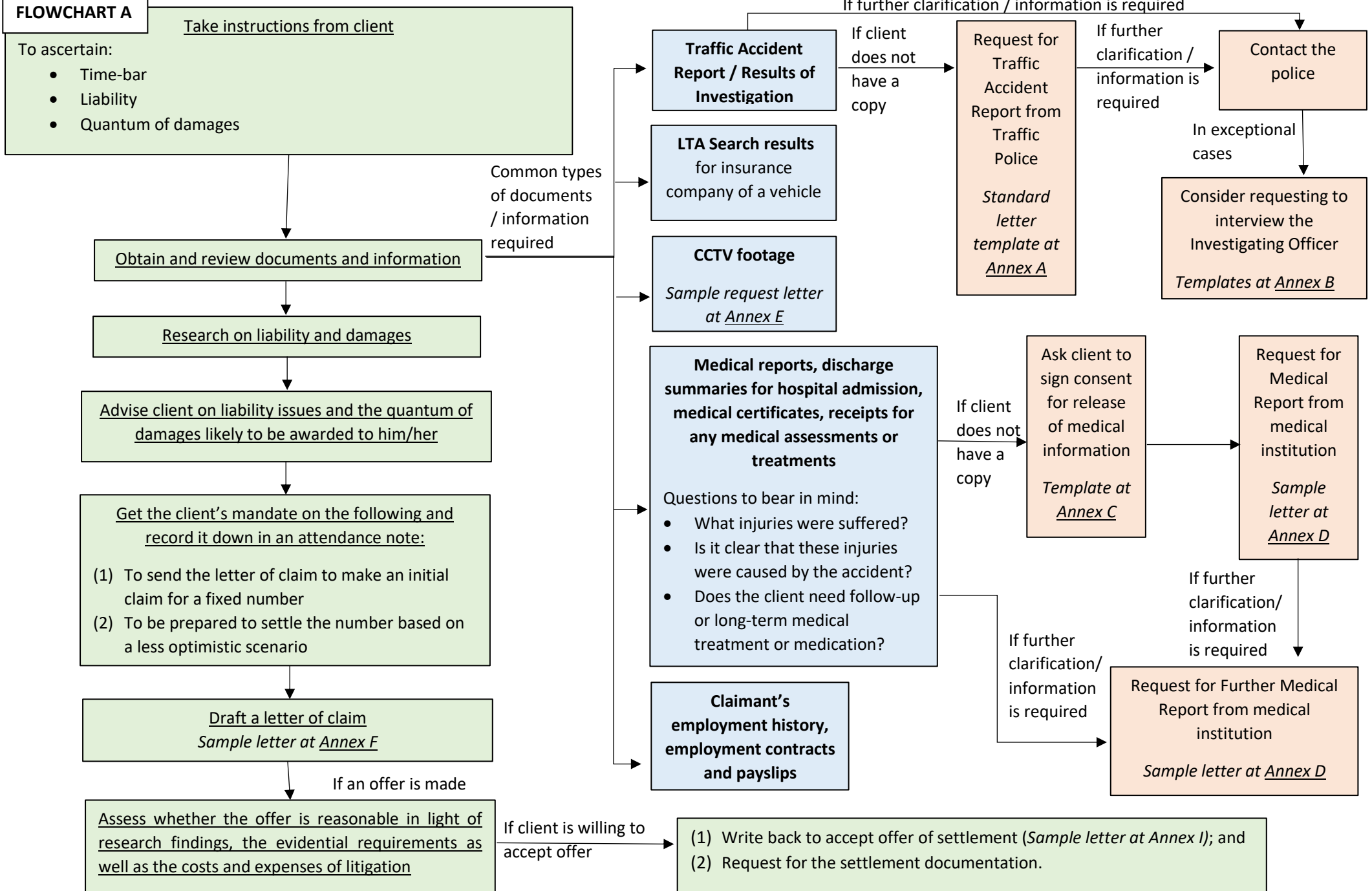
Kok Yee Keong, Eversheds Harry Elias: *What to do in a Motor Accident? A comprehensive practical guide to motor accident claims in Singapore* (8 July 2019) (freely available online at: <http://www.eversheds-harryelias.com/content/e-briefing-motor-accident-guide>)

J. Flowchart summaries

Flowchart A sets out the workflow of a personal injury claim leading up to an offer of settlement, whereas Flowchart B lays out the workflow leading up to the commencement of a court action.

K. Flowcharts

FLOWCHART A



FLOWCHART B

Claim against Other Party for PIMA

Completion of Pre-Action Protocol – Appendix E State Courts PD

1. Issue Letter of Claim to Defendant (Form 1)
 - a. Set out full particulars of claim
 - b. Include proposed list of medical experts if required
 - c. Enclose all relevant supporting documents
2. Receive response from Defendant
 - a. Acknowledgement letter
 - b. Joint selection of medical experts
 - c. Substantive reply
 - d. Counterclaim if desired by the Defendant
3. If no settlement, to give at least 2 clear days' notice (to insurer) or 7 clear days' notice (to Defendant) before commencing action.

Claim at or above \$250,000
To file a claim in the High Court.

Claim below \$250,000
To file a claim in the State Courts.

State Courts Centre for Dispute Resolution

Stage 1: Court Dispute Resolution (Determine liability) – Within 8 weeks of filing of Memorandum of Appearance

- Exchange documents.
- Attend ADR sessions – Neutral Evaluation, Mediation, or Conciliation.
- To file Form 9I if parties agree on liability.

Resolution by settlement/consent order

State Courts Centre for Dispute Resolution

Stage 2: Assessment of Damages Court Dispute Resolution (Determine quantum)

- File Notice of Assessment of Damages.
- Attend Pre-assessment of Damages Court Dispute Resolution Conference
- Attend Assessment of Damages hearing

If no resolution
Determination of matter at trial

ANNEX A

**APPLICATION FORM FOR PURCHASE OF
TRAFFIC ACCIDENT REPORTS/DOCUMENTS AND
RESULT OF INVESTIGATION**

Traffic Investigations Branch
Traffic Police Department
10 Ubi Avenue 3
Singapore 408865

Our Ref No:
Date:

Attn: Sales Section

A IMPORTANT NOTES

- 1 For application requesting for results of investigation only, a search fee of \$12/- is to be enclosed.
- 2 For application requesting for documents and results of investigation, NO PAYMENT is to be enclosed as a bill will be sent to you once we have processed your application.
- 3 For **Individual application**, please quote **NRIC NO.** as reference no.
4. For **company application**, please quote your **Reference NO. & Company Registration No.**
5. For application by proxy, **Part E** of this application form **MUST BE COMPLETED.**
6. All documents applied for will be sent to you by POST.

B PARTICULARS OF APPLICANT

Name/Company: _____ NRIC No. _____
Address: _____ Your Ref No. _____
_____ Co. Reg No. _____
_____ Tel No. _____

C DETAILS OF TRAFFIC ACCIDENT

Date of accident: _____ Place of accident: _____
Accident report (NP no.): _____ My Vehicle No.: _____
Name of driver: _____

D TYPE OF DOCUMENTS APPLIED FOR (Please TICK where applicable)

- | | | |
|--|---|--------------------------|
| 1 | Accident Report of Vehicle Nos. Required : _____. | <input type="checkbox"/> |
| 2 | Pedestrian Accident Report : _____. | <input type="checkbox"/> |
| 3 | Result of Investigation : _____. | <input type="checkbox"/> |
| <u>APPLICABLE TO LAW FIRMS ONLY</u> | | |
| 4 | Damage Report : _____. | <input type="checkbox"/> |
| 5 | Sketch Plan of scene of Accident : _____. | <input type="checkbox"/> |
| 6 | Photographs : _____. | <input type="checkbox"/> |
| 7 | Others (please specify) : _____. | <input type="checkbox"/> |

DOCUMENT CHARGES PER COPY (Fee subject to changes)

| | | | |
|-----------------|---------|-------------|---------|
| Search Fee | \$12.00 | Photograph | \$35.00 |
| Accident Report | \$16.00 | Sketch Plan | \$35.00 |
| Damage Report | \$16.00 | | |

All Cheque / Money or Postal Order should be made payable to Head Investigation, Traffic Police Department.

E UNDERTAKING

PLEASE FILL IN AT LEAST ONE OF THE FOLLOWING :-

1 APPLICATION BY PROXY

I _____ NRIC No. _____ (name of Driver/ Owner of vehicle) involved in this accident authorise

_____ (Name /NRIC no.) or (Company/Co Reg No.)

_____ to apply for the mentioned documents on my behalf. I/We undertake to pay for all the search / documents fees.

Signature & Date

2 APPLICABLE TO LAW FIRMS/INSURANCE CO. AND ADJUSTERS ONLY

We act on behalf of _____.

We undertake to pay for all the search / documents fees.

3 APPLICABLE TO INDIVIDUAL / COMPANY

We _____ wish to apply for the mentioned documents and undertake to pay for all the search / documents fees.

Applicant's / Company's Signature & Date

Company's Stamp

ANNEX B

Your Ref :
Our Ref :
Date :

Addressee (SCDF/TP)
Address Line 1
Address Line 2
Postal Code

IMMEDIATE ATTENTION
By [POST/FAX/E-MAIL]

Dear Sirs

ACCIDENT ON [DATE] INVOLVING [NAME OF PLAINTIFF] (MOTORCYCLIST DRIVING [VEHICLE REGISTRATION NUMBER]) AND [DEFENDANT'S VEHICLE REGISTRATION NUMBER] AT [PLACE OF ACCIDENT]

Plaintiff: [Name] (NRIC No. []) of [Address]

Defendant: [Name] (NRIC No. []) of [Address]

We act for [Name of Client] ("our Client"). We have been instructed to claim damages against the driver of [Vehicle Registration No.] ("the Defendant") for personal injuries arising from an accident that occurred on [date] at about [time] at [location of accident] ("the Accident").

2. We are instructed that our Client was riding his motorcycle on the left lane of [the road] when the Defendant's vehicle came into contact with or collided with the right side of his motorcycle, causing him to fall and suffer injuries. He was sent to [the Hospital] in an ambulance. He suffered from a fracture of his left elbow, a head injury (with a loss of consciousness), as well as abrasions on his head at the left parietal region, left shoulder, left elbow, limbs, left chest wall, ankle and left dorsum of foot. He was required to undergo a left elbow implant surgery on [date]. He was terminated from his job a few months after the accident and due to a lack of finances, had to stop seeking medical treatment for his injuries suffered. A referral letter from [the Hospital] dated [] is enclosed herewith.

3. Parties made the following traffic accident reports at [name of police station] (copies of which are enclosed):-

- a) Report No. [] dated []; and
- b) Report No. [] dated [].

4. Our Client cannot clearly recall how the accident happened. Our Client also lost consciousness momentarily after the accident. Further, both parties did not have in-vehicle cameras at the time of the accident. In the circumstances, we have exhausted all other alternatives to verify what happened during and immediately after the accident.

5. In light of the above, we would be grateful if you could furnish:

- a) The names/identities of the [SCDF/TP] officers who attended at the scene of the accident; and

- b) Information on whether the officer(s) can recall any relevant facts within their personal knowledge, (including whether they knew the lane which the accident happened on, the positions of parties' vehicles at the scene of the accident, the position in which our Client fell onto the road, whether there were any other eye-witnesses to the accident etc.).

6. If possible, we would like to arrange for an interview with the relevant officers to ask them questions on facts within their personal knowledge along the lines of paragraph 5 (b) above. For the avoidance of doubt, we are **not** asking for the disclosure of any investigation papers and will **not** be asking the officers to sign any statement or affidavit on behalf of any party. The purpose of the interview is merely to ascertain whether the officer(s) have any personal knowledge of the accident which might be relevant (at least on the issue of liability) to intended legal proceedings against the Defendant. This would determine whether we would have to issue subpoenas against the relevant officer(s) to attend Court, *if* the issue of liability is contested. If there are concerns about the ambit of questions which we intend to ask of the relevant officer(s), we would be happy for your officer(s) to be represented by State Counsel/legal counsel of your choice during the interview.

7. We are aware of section 126 of the Evidence Act, and humbly submit that it would be in the public interest for the relevant officer(s) to furnish the facts and information in this case, because the badly injured accident victim has no other alternative but to turn to your officer(s). The requested facts and information may also have an impact on our Client's pleadings, and legal proceedings would have to be filed before [last date to file claim] in view of the Limitation Act. Accordingly, we look forward to a favorable response from you at the soonest possible juncture.

8. Please contact the undersigned at [Lawyer's contact details] if you have any queries.

Yours faithfully

[NAME]
[DESIGNATION]

ANNEX C

CONSENT FOR RELEASE OF MEDICAL INFORMATION

To: The Medical Records Office
[Address]

Name:
Address:
Contact No:
Ref No:

Date:

Dear Sirs

Patient:
Admission / Outpatient No.:

PERSONAL INJURY ARISING FROM THE ACCIDENT INVOLVING

Reference is made to the above matter.

I, _____ NRIC/Passport/Fin No. _____ hereby
give consent to _____ to release my medical report to
_____, the solicitors acting on my behalf on the above accident matter.

Authorized by: _____

Name (Applicant):
NRIC No:
Relationship to Patient: Self

Signature

ANNEX D

Our Ref :
Date :

Medical Records Office
[Address]

IMMEDIATE ATTENTION
By [POST/FAX/E-MAIL]

Dear Sir,

MEDICAL REPORT REQUEST ON [NAME OF CLIENT] (NRIC NO. [])

We act for [Name of Client] (“our Client”). We have been instructed to claim damages against the driver of [Vehicle Registration No.] (“the Defendant”) for personal injuries arising from an accident that occurred on [date] at about [time] at [location of accident] (“the Accident”).

2. In order to assess the merits of our Client’s case, and to prove our Client’s case in Court, we will require a medical report to document the injuries, tests/treatment that our Client has sustained/undergone as a result of the Accident. A copy of our Client’s application form is enclosed, and our Client undertakes to pay the relevant charges due to the hospital.

3. Please furnish the requested medical report to us as follows:

(Insert Lawyer’s contact details)

4. If you have any queries, please do not hesitate to contact the lawyer in charge of our Client’s case at [Lawyer’s contact details]. We greatly appreciate your assistance in this matter and look forward to your early reply.

Yours faithfully,

[NAME]
[DESIGNATION]

Your Ref :
Our Ref :
Date :

[Name of Client]
[Address]

IMMEDIATE ATTENTION

Dear Sir,

FURTHER MEDICAL REPORT

I refer to our conversation on [date].

2. As the medical report(s) dated [date] and [date] furnished to us previously are insufficient for the purposes of your personal injury claim, kindly attend at [Name of hospital] with the appended letter so that the doctor can write a further medical report in respect of your injuries.
3. Do sign on the letter before you pass it to the doctor, and let us know once you have done so. We will follow up directly with the hospital if necessary.

Yours faithfully,

[NAME]
[DESIGNATION]

FURTHER MEDICAL REPORT REQUEST

Medical Records Office

[Address]

Name:

Address:

Contact No:

Date:

Dear Sir,

Patient: [Name]

NRIC No.: []

I was admitted to [Name of hospital] on [date] following a road traffic accident at [location] on [date], and received treatment for my injuries. I have appended two medical reports dated [] and [] for your reference.

2. Thereafter, I engaged (insert Lawyer's details) to represent me. Kindly furnish my lawyer with a further medical report on my medical condition. This information is required in connection with my **Personal Injury Claim**.

3. Please include the following information in the further medical report [*Delete where applicable]:

- a) The nature of my injuries and the treatment(s) given to me;
- b) Whether the treatment has been completed;
- c) If the treatment has been completed, whether my injuries are of a temporary or permanent nature;
- d) If treatment has not been completed, the approximate date when you would advise a re-assessment of my injuries;
- e) If the injuries are of a permanent nature, what is the percentage of disability?
- f) If the injuries are of a temporary nature, when am I expected to fully recover? Please provide me with an estimated time-frame;
- g) An assessment of my present condition and the cause (if any) of such condition; and
- h) Prognosis and recommended future treatment (if any)

4. You may furnish the further medical report to my lawyers as follows:

(Insert Lawyer's contact details)

5. I undertake to pay the charges for the medical report and other additional charges, e.g., X-ray and laboratory charges, which may be incurred in the preparation of the medical report.

6. If there are any enquiries, please do not hesitate to contact the lawyer in charge of my case with the contact details at paragraph 4 above . We greatly appreciate your assistance in this matter and look forward to your early reply.

Signed:

[NAME OF CLIENT]

NRIC No.: []
Our Ref :
Date :

Medical Records Office
[Address]

BY [FAX/POST/EMAIL]

Attn: [Name of Doctor]
[Designation]

Dear Sirs,

**RE: MEDICAL INFORMATION REQUEST FOR [NAME OF PATIENT] (NRIC NO. []
DATE OF ACCIDENT: []**

We act for the abovenamed Patient and refer to your letter dated [] enclosing the medical report for the Patient. In gist, the Patient sustained injuries as a result of an accident whereby the bus which she was sitting in came to an abrupt halt, causing her to fall.

2. We shall be grateful for a Further Medical Report containing the following clarifications and information, which are required in connection with the Patient's personal injury claim:

- (a) Whether any injury to the Patient's wrist(s) was observed when she was presented to the Hospital as a result of the accident;
- (b) If there had been any injury to the Patient's wrist(s), please state:
 - (i) the nature of the injury;
 - (ii) whether the injury is of a temporary or permanent nature, and if permanent, the percentage of disability;
 - (iii) the clinical findings and diagnosis;
 - (iv) the treatment prescribed, and whether the treatment has been completed;
 - (v) assessment of the Patient's present condition of her wrist;
 - (vi) whether the Patient suffers from any considerable chronic pain;
 - (vii) whether the Patient is required to undergo any further operation in future, and if so, the nature of the operation and the estimated date of the operation.
 - (viii) Whether the injury would impair the Patient's daily life in any way.

4. We greatly appreciate your assistance in this matter and look forward to your early reply. In case of any query, please do not hesitate to contact the undersigned at [Lawyer's contact details].

Yours faithfully,

[NAME]
[DESIGNATION]

ANNEX E

Our Ref :
Your Ref :
Date :

[Defendant's insurer]
[Address]

BY POST AND EMAIL
(Email: [])

Dear Sirs

YOUR PRINCIPAL INSURED: [Defendant's Name]
OUR CLIENT: [Client's Name]
INCIDENT AT [PLACE OF INCIDENT] ON [DATE]

We refer to your letter dated [], to which we are taking our Client's instructions.

2. We repeat our request for the CCTV footage in respect of this incident. Please arrange for the same to be furnished to us no later than [date and time]. Kindly also take immediate steps to ensure that the said footage is preserved as it is crucial evidence in respect of the incident.
3. We look forward to your urgent reply to our requests at paragraph 2. If we do not receive a positive response from you by [date and time], our Client may take all necessary steps to protect his interests, including but not limited to making the relevant applications/submissions to Court.
4. We will write to you substantively with our Client's claim in due course, once we have received the CCTV footage and taken his instructions.
5. In the meantime, all our Client's rights are expressly reserved.

Yours faithfully,

[NAME]
[DESIGNATION]

ANNEX F

Your Ref :
 Our Ref :
 Date :

[Defendant's Name]
 [Address]

BY CERTIFICATE OF POSTING

Dear Sir

[Plaintiff's Name]
 [Plaintiff's Address]

1. We act for [Plaintiff's Name] ("our Client"). We are instructed to claim damages against you in connection with a road traffic accident on [date] at about [time] at [location], involving our Client and a vehicle with registration number [] driven by you at the material time ("the Accident").
2. We are instructed as follows:
 - [state Client's instructions]
3. We are instructed that the Accident was caused by your negligence as you had failed to: [state particulars of negligence]. As a result of the Accident, our Client has suffered personal injuries. His injuries are set out in the medical report(s) **annexed** to this letter.
4. In brief, our Client was admitted to [state hospital] on [date]. He was found to have sustained [list the injuries sustained by Client].
5. Our Client has been put to loss and expense, particulars of which are as follows:

| | | |
|-----------|---|--------------------------------|
| A. | GENERAL DAMAGES | Loss / Expenses Claimed |
| (i) | [State injury] | [State amount] |
| (ii) | [State injury] | [State amount] |
| B. | SPECIAL DAMAGES | Loss / Expenses Claimed |
| (i) | [Description of Expenses, e.g. medical, transport] | [State amount] |
| (ii) | [Description of Expenses, e.g. medical, transport] | [State amount] |
| C. | DISBURSEMENTS | Loss / Expenses Claimed |
| (i) | [Description of Expenses, e.g. medical report fees] | [State amount] |
| (ii) | Costs | [State amount] |
| | <u>TOTAL</u> | [State total amount] |

6. The witness(es) to the Accident is/are [Name of Witness(es)].
7. A copy of each of the following supporting documents is enclosed:
 - (a) Police Report [] dated []
 - (b) Status of police investigations dated []
 - (c) Inpatient Discharge Medical Summary from [the Hospital] on [date]
 - (d) Medical Report from [the Hospital] dated []
 - (e) Letter from our Client to [the Hospital] dated []
 - (f) Bills for medical treatment and payment receipts
8. In compliance with the pre-action protocol under the State Courts' Practice Direction 38, we propose using one of the following medical experts as a single joint expert:
 - (a) [Medical Expert's Name, Title/Designation and Workplace]
 - (b) [Medical Expert's Name, Title/Designation and Workplace]
9. Please note that if you are insured and you wish to claim under your insurance policy, you should immediately pass this letter and all the enclosed documents to your insurer.
10. Please note that you or your insurer should send to us an acknowledgement of receipt **within 14 days** of your receipt of this letter. Please also inform us, **within 14 days** of your acknowledgement of receipt of this letter, whether you have any objections to our proposed medical expert or whether you wish to propose other medical experts.
11. Should you fail to acknowledge receipt of this letter within 14 days (i.e. by [date]), our Client may commence Court proceedings against you without further notice to you or your insurer.
12. Please also note that if you have a counterclaim against our Client arising out of the accident, you are required to send to us a letter giving full particulars of the counterclaim together with all relevant supporting documents **within 8 weeks** of your receipt of this letter.
13. Should you have any queries, please do not hesitate to contact [name] at [contact details].

Yours faithfully,

[NAME]
[DESIGNATION]

encs

cc. [Defendant's Insurer]
[Address]

ANNEX G

Your Ref :
Our Ref :
Date :

[Defendant's Solicitors' firm]
[Address]

WITHOUT PREJUDICE
SAVE AS TO COSTS

By Post & Fax
(Fax No. [])

Attn: [name of Defendant's solicitors]

Dear Sirs

**[COURT CASE REFERENCE NO.]
ACCIDENT ON [DATE] INVOLVING [NAME OF PLAINTIFF] (MOTORCYCLIST
DRIVING [VEHICLE REGISTRATION NUMBER]) AND [DEFENDANT'S VEHICLE
REGISTRATION NUMBER] AT [PLACE OF ACCIDENT]**

Plaintiff: [Name] (NRIC No. [])
of [Address]

Defendant: [Name] (NRIC No. [])
of [Address]

We refer to our exchange of correspondence thus far.

2. In view of the approaching limitation period, we have commenced proceedings in **[Court Case Reference No.]**. Please file your Notice of Appointment within (7) days by [date], in order to accept service of the writ and accompanying documents.
3. Purely out of goodwill and in the interests of settling this matter amicably to minimize legal costs, we are instructed that our Client is prepared to accept a sum of **S\$[]** (inclusive of legal costs) in full and final settlement of his claims, with no admission of liability by the parties.
4. Please let us know in writing whether you are agreeable by **[time]** on **[date]**, failing which the offer will automatically expire without further notice to you.
5. Please contact the undersigned at [Lawyer's contact details] if you have any queries.

Yours faithfully

[NAME]
[DESIGNATION]

ANNEX H

Our Ref :
Your Ref :
Date :

[Defendant]
[Address]

BY POST ONLY

Dear Sirs,

ACCIDENT ON [DATE] INVOLVING [NAME OF PLAINTIFF] (MOTORCYCLIST DRIVING [VEHICLE REGISTRATION NUMBER]) AND [DEFENDANT'S VEHICLE REGISTRATION NUMBER] AT [PLACE OF ACCIDENT]

We act for [Name of Plaintiff]. We understand that [Name of Defendant's insurer] is negotiating for you in the above-captioned matter.

2. Please find enclosed our Letter of Claim dated [date] to your insurer, [Defendant's insurer], for your reference and retention. If you have appointed legal representatives, we would be obliged if they could correspond with us in this matter.

Yours faithfully,

[NAME]
[DESIGNATION]

Enc.

ANNEX I

Your Ref :
Our Ref :
Date :

[Defendant's Solicitors' firm]
[Address]

WITHOUT PREJUDICE
SAVE AS TO COSTS
By Post & E-mail
([E-mail address])

Attn: [name of Defendant's Solicitors]

Dear Sirs

**[COURT CASE REFERENCE NO.] ("SUIT")
ACCEPTANCE OF OFFER**

The Plaintiff accepts the Defendant's offer to settle as communicated in your letter/e-mail dated [] on the following terms:

- (i) The Defendant shall pay the Plaintiff a sum of \$[] by [date] (cheque to be made payable to [Addressee]);
- (ii) Both parties shall bear their own respective costs;
- (iii) This shall be full and final settlement of all claims between the parties with regards to, and arising from, the subject matter of this Suit;
- (iv) The Plaintiff shall discontinue his claim in this Suit against the Defendant within **seven (7) days** of the payment of the said sum of \$[].

Yours faithfully

[NAME]
[DESIGNATION]

ANNEX J

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

Case No.: []

Between

Filed: [Date and Time]

[PLAINTIFF]
(NRIC No. [])



...Plaintiff(s)

And

[DEFENDANT]
(NRIC No. [])

...Defendant(s)

WRIT OF SUMMONS

To:

[Defendant Address]

THIS WRIT OF SUMMONS has been issued against you in respect of the claim endorsed herein.

You must:

1. satisfy the claim; or
2. enter an appearance,

within 8 days after the service of this Writ, failing which, the Plaintiff(s) may proceed with the action and enter judgment against you without further notice.

THIS WRIT OF SUMMONS is issued by the solicitors for the Plaintiff(s) whose particulars are as below. The address(es) of the Plaintiff(s) is/are (to be inserted).

Solicitor(s) for the Plaintiff(s)

[Plaintiff's Solicitor]

REGISTRAR
STATE COURTS
SINGAPORE

STATEMENT OF CLAIM

Please see attached Statement of Claim.

Note:

1. This writ may not be served more than 6 calendar months after the above date unless renewed by order of the Court.
2. To defend the claim, the Defendant(s) must enter an appearance(s) using the electronic filing service either personally or by a solicitor at the Registry of the STATE COURTS and notify the (Plaintiff(s) / Plaintiff's solicitors) accordingly within 8 days after service hereof, otherwise judgment may be entered against him without further notice.
3. Where the Defendant enters an appearance, he must also serve a defence on the solicitor for the Plaintiff within 14 days after the last day of the time limited for entering an appearance; otherwise judgment may be entered against him without further notice.

ANNEX K

STATEMENT OF CLAIM

1. At all material times, the Plaintiff was the rider of a bicycle.

2. At all material times, the Defendant was the driver of motor van no. [].

3. On [date] at about [time], the Plaintiff was cycling across a pedestrian crossing along [location] from the left to the right as one faces the Tampines Expressway (TPE). At the material time, the traffic light was showing the “green man”. While cycling, he collided with motor van no. [] driven by the Defendant along [location], which was travelling along the said [location] towards the direction of TPE. In causing the collision, the Defendant failed to stop when the traffic lights were showing red against him. As a result of the collision, the Plaintiff fell off his bicycle and sustained injuries.

4. The said collision was caused solely by the negligence of the Defendant.

PARTICULARS OF NEGLIGENCE

- a) Failing to keep any or any proper lookout;
- b) Driving at an excessive speed in the circumstances;
- c) Failing to notice in time or at all the presence of the Plaintiff on the bicycle along the pedestrian crossing;
- d) Failing to comply with the traffic light showing red;

- e) Failing to apply his brakes in time or at all;
- f) Failing to exercise reasonable skill and prudence in the driving and management of his motor van;
- g) Failing to stop, swerve, slow down or otherwise avoid the said collision.

5. By reason of the aforesaid negligence the Plaintiff has suffered injuries, has endured pain and has been put to loss and expense.

PARTICULARS OF PERSONAL INJURIES

The Plaintiff was [state age] at the time of the accident.

The following two (2) medical reports on the injuries sustained by the Plaintiff are annexed hereto:

- a) Medical report dated [date] by Dr []; and
- b) Specialist medical report dated [date] by Dr []

Further particulars of personal injuries of the Plaintiff will be adduced at the trial or at such time that they become available.

PARTICULARS OF SPECIAL DAMAGES

A statement of special damages pursuant to Order 18 Rule 12 (IA)(b) of the Rules of Court is annexed hereto.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT: -

- a) General Damages to be assessed;
- b) Special Damages as claimed or to be assessed;
- c) Interest as aforesaid pursuant to Section 12 of the Civil Law Act (Cap. 43);
- d) Costs; and
- e) Such further and/or other relief as this Honourable Court deems just.

Dated this [] day of []

Solicitors for the Plaintiff

**PARTICULARS OF SPECIAL DAMAGES LODGED PURSUANT TO
ORDER 18 RULE 12(1A)(b) OF THE RULES OF COURT**

- | | |
|---|------------------|
| 1. Medical expenses incurred at Changi General Hospital: | |
| a) [Date] - \$[Amount] | |
| b) [Date] - \$[Amount] | |
| c) [Date] - \$[Amount] | |
| d) [Date] - \$[Amount] | |
| | \$[Total Amount] |
| 2. Transport to and from [Name of Hospital] to receive medical treatment for 4 trips at \$[Amount] for a round trip | \$[Amount] |
| 3. Medical expenses incurred at [Name of Polyclinic]: a) [Date] - \$[Amount] | \$[Amount] |
| 4. Future medical and transport expenses | to be assessed |
| 5. Future loss of earnings/Loss of earning capacity | to be assessed |
| 6. Pre-trial loss of earnings | to be assessed |

ANNEX L

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

DC/DC []

Between

[PLAINTIFF]

(NRIC No. [])

..Plaintiff(s)

And

[DEFENDANT]

(NRIC No. [])

...Defendant(s)

DEFENCE

1. Paragraphs 1 and 2 of the Statement of Claim are admitted.
2. Save that on [] at about [time], there was an accident at the signalised pedestrian crossing (hereinafter referred to as the “said junction”) along [location] (hereinafter referred to as the “said road”) towards the direction of the Tampines Expressway (TPE) involving the Plaintiff, who was at the material time a cyclist, and motor van no. [] (hereinafter referred to as the “Defendant's van”), paragraph 3 of the Statement of Claim is denied.
3. The Defendant denies that the said collision was caused solely by his negligence in the driving and management of his van as alleged in paragraph 4 of the Statement Of Claim and further denies the particulars of negligence set out in sub-paragraphs (a) to (g) therein.
4. The Defendant avers he took all reasonable and proper precautions in the circumstances and pleads that his involvement in the said collision was due to the Plaintiff's negligence, particulars of which include:-
 - 4.1 At the material time, he was travelling straight along the right lane of the said road as there was an unknown vehicle parked along the left lane of the said road. The said road is a dual-carriageway road with a concrete centre divider.

- 4.2 As the Defendant was approaching the said junction, he noticed that the traffic light was green in his favour. Hence, he proceeded forward.
- 4.3 Suddenly and without prior warning, as the Defendant's van was crossing the said junction, the Plaintiff, who was cycling from the Defendant's left to right collided into the front left portion of the Defendant's van even though the said junction was showing “red man” against the Plaintiff.
- 4.4 The Defendant further avers that the traffic light was, at all material times, green in the Defendant's favour and the Plaintiff's sudden attempt to cross the said road gave the Defendant no opportunity to take further effective evasive action to avoid a collision with the Plaintiff, who was cycling across the said junction.
5. The Defendant avers that the said collision was caused by the negligence of the Plaintiff.

PARTICULARS OF NEGLIGENCE OF THE PLAINTIFF

- (a) Failing to comply with Rules 24(3) and 25 of the Highway Code by failing to wait for the said junction to show “green man” before attempting to cross the said junction safely;
- (b) Failing to comply with Rule 22 of the Road Traffic (Pedestrian Crossings) Rules Highway Code by attempting to cross the said junction before waiting for the traffic, in particular the Defendant's car, to come to a standstill;
- (c) Failing to dismount from his bicycle while crossing the said junction, thereby placing himself in a dangerous position wherein he had little, if any, opportunity to react to the exigencies at the said junction;
- (d) Cycling across the said junction when it was dangerous to do so;
- (e) Failing to keep any or any proper look out for vehicles travelling along the said road;

- (f) Failing to yield to oncoming traffic which had the right of way on the road;
- (g) Failing to comply with Section 13 of the Road Traffic (Pedestrian Crossings) Rules by failing to give way to the Defendant's van, which had the right of way at all material times;
- (h) Failing to ensure the said junction/road was clear before cycling and crossing the stream of traffic traveling on the said road in particular, dashing into the Defendant's van's path of travel;
- (i) Failing to heed the presence of the Defendant's oncoming van which was legally proceeding straight along the right lane of the said road;
- (j) Rushing across the said junction into the path of the Defendant's van when it was dangerous to do so;
- (k) Failing to pay any or any sufficient heed to the presence of the Defendant's van which was travelling on the said road and had the right of way;
- (l) Cycling at a fast speed across the said junction into the path of the Defendant's van without any or any sufficient notice or warning;
- (m) Failing to allow the Defendant's van to drive past him first before crossing the said junction;
- (n) Failing to keep sufficient distance from the Defendant's van;
- (o) Failing to cross the road with reasonable care, skill and prudence;
- (p) Failing to take any or any sufficient evasive action to avoid colliding into the Defendant's van; and

(q) Colliding into the Defendant's van.

6. Further and/or in the alternative, in the event that the Defendant was found to have caused the accident, which is denied, the Defendant avers that the Plaintiff contributed to the accident and/or his injuries, pain, loss and expenses by his negligence, the particulars of which have been set out in paragraph 5 above.
7. The above are the best particulars which the Defendant can give thereof and the Defendant reserves his rights to furnish further particulars which may be given after discovery/interrogatories.
8. The Defendant denies that the Plaintiff was injured, endured pain or had been put to loss and damages as alleged in paragraph 3 and 5 of the Statement of Claim or at all and the particulars of the Plaintiff's injuries and special damages enumerated under paragraph 5 of the Statement of Claim and annexed to the Statement of Claim are likewise not admitted and the Plaintiff is put to strict proof of his injuries and the causation of the same. The onus is on the Plaintiff to prove the injuries complained of arose from the accident.
9. The Defendant avers that the Plaintiff is not allowed to adduce further and better particulars of his injuries loss and damages and/or further medical evidence as alleged in paragraph 5 of the Statement of Claim unless properly pleaded and/or disclosed in accordance with the Rules of Court. Further, the Defendant reserves his right to respond and/or object to further medical evidence, reports, claims for special damages, if any or at all, which the Plaintiff may wish to adduce at a later stage.
10. Further and/or in the alternative, the Defendant avers that even if the alleged injuries, loss and damage were in fact occasioned from the said accident, which is denied, they were occasioned by reason of the negligence of the Plaintiff as pleaded and particularized in paragraph 5 above.

11. Save as is hereinbefore expressly admitted, the Defendant denies each and every allegation contained in the Statement of Claim as if the same were set forth seriatim and specifically traversed.

Dated this []

Solicitors for the Defendant

To: Solicitors for the Plaintiff

ANNEX M

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

DC/DC []

Between

[PLAINTIFF]
(NRIC No. [])

...Plaintiff(s)

And

[DEFENDANT]
(ID No. [])

...Defendant(s)

SUMMONS FOR DIRECTIONS UNDER O37

To: Solicitor(s) for the Defendant
 [Name of Law Firm]
 [Address of Law Firm]
 Tel No.:
 Fax No.:
 E-mail:
 File Ref No.: -
 Solicitor in-charge:

Let all parties concerned attend before the Court on the date and time to be assigned for the hearing of an application for the following order(s):

1. The Plaintiff and the Defendant are to file and serve their respective list of documents and their respective affidavit verifying such list within fourteen [14] days.
2. There be inspection of documents within seven [7] days of the service of the lists (filing of the affidavits).
3. The affidavits of the evidence-in-chief of all witnesses shall be limited to one affidavit for each witness to be exchanged within eight [8] weeks hereof.
4. Objections to the contents of the affidavit evidence shall be taken within one [1] week after the exchange of the affidavit evidence.
5. The affidavit of the evidence-in-chief of the single joint expert (medical), namely, [Name of doctor] of [Name of hospital], shall be dispensed with. The medical report of [Name of doctor] shall be disclosed within eight [8] weeks hereof.

6. The assessment of damages to be fixed for hearing for [] day. The notice of appointment for assessment of damages shall be filed within ten [10] weeks hereof and served on the Defendant within seven [7] days thereafter.

7. The witnesses whom the Plaintiff intends if necessary to call shall be limited to the following:

Witnesses of fact: 1. [Name of first witness], 2. [Name of second witness]

Expert witnesses: 1. [Name of first expert witness], 2. [Name of second expert witness]

8. The witnesses whom the defendant intends if necessary to call shall be limited to the following:

Witnesses of fact: 1. [Name of first witness], 2. [Name of second witness]

Expert witnesses: 1. [Name of first expert witness], 2. [Name of second expert witness]

9. Order of Court with the names of the witnesses to be extracted within eight [8] weeks hereof.

10. Costs reserved to the Registrar.

The grounds of the application are:

1. As required under O. 37 r.1(1)

Issued by:

Solicitors for the Plaintiff(s)

(Insert address)

Tel No.:

Fax No.:

E-mail:

File Ref No.:

Solicitors in charge:

ANNEX N

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

DC/DC []/[]

[PLAINTIFF]
(NRIC No. [])

.. Plaintiff(s)

And

[DEFENDANT]
(NRIC No. [])

.. Defendant(s)

LIST OF DOCUMENTS

The following is a list of documents relating to the matters in question in this action which are or have been in the possession, custody or power of the abovenamed Plaintiff and/or are referred to in the (state type of pleading), which is served in compliance with Order 108, Rule 2 of the Rules of Court.

1. The Plaintiff has in his possession, custody or power the documents relating to the matters in question in this action set out in Schedule 1 hereto.

2. The Plaintiff objects to produce the documents enumerated in Part 2 of Schedule 1 on the ground that the same are, as appearing from their description, privileged from production.

3. The Plaintiff had, but does not now have, in his possession, custody or power the documents relating to the matters in question in this action set out in Schedule 2 hereto.

4. Of the documents in Schedule 2, those numbered (state the numbers) in the Schedule were last in the plaintiff's possession, custody or power on (state when) and the reminder on (state when).

(State what has become of the documents in Schedule 2 and who has possession of those documents now).

5. Other than the documents set out in Schedules 1 and 2, neither the Plaintiff nor his solicitor nor any other person on his behalf, has now, or at any time in the past ever had, in his possession, custody or power any document of any description whatever relating to any matter in question in this action.

SCHEDULE 1

| S/N | Date | Description of documents |
|-----|------|--------------------------|
| 1. | | |
| 2. | | |

PART 2

Cause papers, notes, instructions to the Plaintiff's solicitors and confidential communications between the Plaintiff and her solicitors with reference to the matter in question in this action for the purpose of obtaining legal advice.

SCHEDULE 2

(NIL) (Or use a similar table as Schedule 1)

NOTICE TO INSPECT

TAKE NOTICE that the documents in the above list, other than those listed in Part 2 of Schedule 1 (and Schedule 2), may be inspected at the office of [Lawyer's contact details], from Monday to Friday, between 8:30 am to 5:30 pm, by prior appointment within 1 week of service of the above list.

Dated this [] day of []

[PLAINTIFF SOLICITOR'S NAME]
Solicitors for the Plaintiff
(Ref:)

To: Solicitors for the Defendant
[Address]
(Ref:)

ANNEX O

Plaintiff: [Name]: 1st AEIC: [Date]

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Case No: HC/S []

Between

[PLAINTIFF]
(NRIC No. [])

...Plaintiff(s)

And

1. [1st DEFENDANT]
(FIN NO. XXX)

2. [2nd DEFENDANT]
(UEN NO. XXX)

...Defendant(s)

PLAINTIFF'S AFFIDAVIT OF EVIDENCE IN CHIEF

I, [Name of Plaintiff] (NRIC No. []), of [Address], Litigation Representative and appointed Deputy, do affirm and say as follows:

1. I was married to [Name of Victim] ("the Victim") at the Registry of Muslim Marriages, Singapore on [date]. A copy of the marriage certificate is annexed hereto and marked "K-1".
2. There are no children born out of the said marriage.
3. The Victim was employed as a cleaner with [Name of Company] (i.e. the 2nd Defendant) earning a basic monthly salary of \$1050.00 with extra duty allowance of \$100.00 and incentive allowance of \$50.00 thus totaling \$1200.00 per month. A copy of the email dated 26 April 2017 from the 2nd Defendant is annexed hereto and marked "K-2".

4. The Victim was involved in a road accident on [date] at [time] hours along [location], Singapore while attempting to cross [Name of Road].

5. In the police report of the 1st Defendant, the 1st Defendant herein has stated that while driving motor-lorry bearing registration no. [] belonging to the 2nd Defendant on the 2nd lane of [Name of road] and before reaching the junction of [Name of road] and [Name of Road] he heard a small "knocking sound" coming from the left and looked to his left and noticed that the said left side mirror was slanted.

6. The 1st Defendant then suspected having hit something and stopped the said motor-lorry and went down and checked and found out a male Malay lying on the road of the 1st lane of [Name of Road]. A copy of the said police report is annexed hereto and marked "K-3".

7. I have not seen the accident nor are there any eye-witness to the accident.

8. I then instructed an expert from [Name of Expert's Company] to reconstruct the cause of the accident. I am absolutely relying on the expert evidence as to how the accident had occurred and in their opinion the driver was solely to be blamed for the accident as he had no proper look out for pedestrians crossing the said [Name of Road].

9. The expert would be appearing in court to give evidence on liability at the hearing as he has made 3 reports with regard to the reconstruction of the accident.

10. The Defendant's solicitors wrote a letter to my solicitor's law firm on [date] asking for clarification whether blood samples were taken from the Victim to test for alcohol levels and whether there were signs or symptoms of alcohol consumption. My solicitors then wrote to [Name of Hospital] and the Singapore Civil Defence Force (SCDF) and received a reply from [Name of Hospital] on [date] stating therein that no blood samples were taken for alcohol levels. Likewise SCDF replied by email on [date] stating therein that there was no mention of alcohol smell from the Victim in the paramedic's report. The only inference to be drawn was that he was not under any influence of alcohol. Copies of the said letters are annexed hereto and marked "K-4".

11. The Victim has sustained serious traumatic brain injury that has incapacitated him from being employed as a cleaner. He needs a care giver to take care of his daily living activities for the rest of his life with complete loss of future earnings. I had to employ a maid on [date] as I am

suffering from heart problems and am unable to take care of him. The first maid ran away and I got replacement maid from [Name of Agency]. Annexed hereto and marked “K-5”, is a copy of the Standard Employment Contract between foreign domestic worker and employer from [Name of Agency] dated [date].

12. As the Victim is unable to take care of his own property and affairs due to the traumatic brain injury, an application was made to the Family Justice Court, Singapore in FC/OSM [] whereby I was appointed as his Deputy to commence legal proceedings against the 1st Defendant (as the driver) and the 2nd Defendant (as the employee) who would be vicariously liable for the negligent act of the 1st Defendant. A copy of the Order of Court dated [date] is annexed hereto and marked “K-6”.

13. I therefore humbly pray that this Honourable Court based on the evidence adduced in court come to the conclusion that the 1st Defendant is liable for his negligent driving that caused the accident and that the 2nd Defendant to be held vicariously liable for the tortious action of the 1st Defendant.

AFFIRMED by the abovenamed)
[Name of Plaintiff])
at Singapore this [] day of)
[Month] [Year])

Before me

A COMMISSIONER FOR OATHS

ANNEX P

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

DC/DC []/[]

[PLAINTIFF]
(NRIC No. [])

.. Plaintiff(s)

And

[DEFENDANT]
(NRIC No. [])

.. Defendant(s)

AFFIDAVIT OF EVIDENCE-IN-CHIEF OF THE PLAINTIFF

(ISSUE ON QUANTUM)

I, [PLAINTIFF], (NRIC No. []) of [Address], do solemnly and sincerely affirm and say as follows:

1. I am the Plaintiff in this suit. I am currently serving 2 years of National Service (NS) and am now attached to [name of organisation] doing [state nature of work]. I am filing this affidavit for the purposes of my Assessment of Damages hearing.
2. My claim against the Defendant is for damages and consequential loss arising from a road traffic accident on [date]. On [date], Interlocutory Judgment was entered against the Defendant at []% with damages to be assessed by the Registrar.
3. My solicitors have prepared a Plaintiff s Bundle of Documents (“PBD”) filed on [date] and a Supplementary Plaintiff s Bundle of Documents filed herein. They are in running order and will be collectively referred to as PBD.
4. The medical reports in the PBD set out the nature and extent of the injuries that I sustained in the said accident. Further medical evidence may be adduced at or before the date of the Assessment of Damages hearing.

My background

5. I was born on [date]. My highest standard of education is A levels. My subject combination for A-Levels is []. I graduated from [Name of School] in [date]. Currently, I am serving National Service.

My Injuries

6. The medical reports in the PBD sets out the injuries and disabilities arising from the accident. I have not recovered from the accident injuries. In particular I have sustained [list down the injuries]. I have symptoms of pain and limitations of movements in my right knee and right foot. Therefore, the Singapore Armed Forces (SAF) excused me from [] and I was downgraded to “PES C” on [date]. Annexed hereto and marked as “[]-1” are the medical certificate issued by SAF dated [date] and my PES status from eHealth.

7. After completing National Service, I intend to apply for [Name of Degree] through [Name of Institution]. I wanted to work in the Healthcare Sector because I have a strong passion for medical studies. If the opportunity arises, I would like to be a medical doctor.

8. According to the specialist medical report, the doctors have assessed my permanent incapacity at []%. This indicates that my disabilities are permanent and it might get worse due to ageing. I am now young and have not entered the job market yet. Any job that I do in the future would require me to be mobile to some extent. In the event the pain symptoms in my leg gets worse, it will affect my job performance and this is likely to have an adverse impact on my job security. I am advised by my solicitors that my claim for damages is assessed once and for all. Therefore I am claiming loss of earning capacity to be assessed.

Medical expenses and transport expenses (pre-trial and post-trial)

9. I have incurred medical expenses in the sum of [amount]. I am also claiming transport expenses to receive treatment at \$[] a round trip for [] trips amounting to \$[]. Annexed hereto and marked as “[]-2” is the updated medical expenses tabulation for the list of medical bills. I wish to state that the medical expenses tabulation in the PBD is

incorrect.

10. As regards my claim for future medical and transport expenses, I leave it to the medical experts to give evidence of the same on my behalf.

11. In the premises, I humbly pray for an appropriate award of damages in my favour.

SWORN / AFFIRMED at Singapore)

by the above-named [PLAINTIFF])

on this [date])

Before me,

ANNEX Q

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

DC/DC []

Between

[PLAINTIFF]
(Nric No. [])

..Plaintiff(s)

And

[DEFENDANT]
(NRIC No. [])

..Defendant(s)

PLAINTIFF'S BUNDLE OF DOCUMENTS

Solicitors for the Plaintiff

[Name of Solicitors]
[Name of Law Firm]
[Ref:]

Solicitors for the Defendant

[Name of Solicitors]
[Name of Law Firm]
[Ref:]

INDEX

| S/N | Nature of Document | Page No. |
|------------|---------------------------|-----------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

Dated this [] day of []

[Name of Law Firm]
Solicitors for the Plaintiff

ANNEX R

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

DC/DC []

[PLAINTIFF]
(NRIC No. [])

.. Plaintiff(s)

And

[DEFENDANT]
(NRIC No. [])

.. Defendant(s)

JOINT OPENING STATEMENT

(For Personal Injury Claims)

1. Assessment of damages hearing no. [] in respect of the present matter is to be heard before the Honourable Court on [date] at [time].

2. Interlocutory Judgment was entered on [date] at []% in the Plaintiff's favour with damages to be assessed with interest and costs reserved to the Registrar.

3. A summary of the Plaintiff's profile is as follows:
 - (a) Date of Accident:
 - (b) Gender of Plaintiff:
 - (c) Plaintiff's Age at time of accident:
 - (d) Plaintiff's Occupation at time of accident:
 - (e) Plaintiff's Income per month at time of accident:
 - (f) Plaintiff's Present Age:
 - (g) Plaintiff's Present Occupation:
 - (h) Plaintiff's Present Income per month:

4. A summary table of the Plaintiff and Defendant's present position on quantum is annexed herewith as an “**Annexure**” to the opening statement.

5. Item number(s) [] and [] of the Plaintiff's claim has/have been agreed between the parties.

Dated this [date]

Solicitors for the Plaintiff

Solicitors for the Defendant

ANNEXURE

| No. | HEAD OF DAMAGES CLAIMED | PLAINTIFF'S CLAIM FOR AWARD | PLAINTIFF'S EXPERT REPORT | PLAINTIFF'S DOCUMENTS IN SUPPORT | DEFENDANT'S ESTIMATE OF AWARD | DEFENDANT'S EXPERT REPORT <i>[Please include pg no. in Bundle of Documents]</i> | DEFENDANT'S DOCUMENTS IN SUPPORT <i>[Please include pg no. in Bundle of Documents]</i> |
|-----|---|-----------------------------|---------------------------|----------------------------------|-------------------------------|--|---|
| | PAIN AND SUFFERING | | | | | | |
| | LOSS OF EARNING CAPACITY/ LOSS OF FUTURE EARNINGS | | | | | | |
| | FUTURE MEDICAL EXPENSES | | | | | | |
| | SPECIAL DAMAGES | | | | | | |
| | 1. Medical Expenses | | | | | | |
| | 2. Transport Expenses | | | | | | |

ANNEX S

Form 9I*

| RECORDING SETTLEMENT / ENTERING JUDGMENT BY CONSENT (NIMA/PI/PIMA) | |
|--|---|
| Case Number: DC/MC _____ of _____ Date : _____ Plaintiff's Law Firm / Solicitor: _ Defendant's Law Firm / Solicitor : Other party's Law Firm(s) / Solicitor(s):_ | |
| (I) <u>Settlement</u> (a)NIMA / PI AND (b)PIMA matters where the "relevant amount" relating to damages for death / bodily injury does not exceed \$5,000 | <input type="checkbox"/> Terms of Settlement: By consent, and in full & final settlement of the Plaintiff's claim, the _____ shall pay the following to the Plaintiff / _____: <input type="checkbox"/> \$ _____ as damages <input type="checkbox"/> inclusive of costs, disbursements, interest*. <input type="checkbox"/> \$ _____ as costs.* / Costs to be taxed if not agreed*. <input type="checkbox"/> \$ _____ as disbursements.* / Disbursements to be taxed if not agreed*. <input type="checkbox"/> \$ _____ as interest from _____ <input type="checkbox"/> Payment is to be made within _____ weeks from the date this settlement is recorded. <input type="checkbox"/> In default of payment, the Plaintiff is at liberty to extract the Order of Court for enforcement. <input type="checkbox"/> The Plaintiff / _____ shall file the Notice of Discontinuance within _____ days of receiving final payment from the _____. <input type="checkbox"/> This is a tentative settlement and the parties will write in to Court within _____ weeks, i.e. by _____, if they are unable to proceed with the settlement. If not, this tentative settlement recorded shall be deemed to be a final settlement. |
| Person Under Disability | <input type="checkbox"/> As the Plaintiff/dependant is a person under disability pursuant to Order 76 of the Rules of Court (Cap. 322, R 5), this settlement agreed upon by parties is hereby approved by the Court. <input type="checkbox"/> As the Plaintiff/dependant is a person under disability pursuant to Order 76 of the Rules of Court, payment is to be made to the litigation representative on trust for the Plaintiff for his/her maintenance or otherwise for his/her benefit. <input type="checkbox"/> (Insert any other terms not provided for above) _____ |
| (II) <u>Interlocutory Judgment</u> | <input type="checkbox"/> Consent Interlocutory Judgment: <input type="checkbox"/> By consent, interlocutory judgment is entered for the Plaintiff against the _____ for [___% of the]* damages to be assessed and costs reserved to the Registrar assessing the damages. <input type="checkbox"/> By consent, the Third Party is to indemnify the Defendant for [___% of the]* damages, costs, reasonable disbursements and interests payable to the Plaintiff. <input type="checkbox"/> By consent, interlocutory judgment is entered for the Plaintiff against the _____ on the following terms: _____ |
| (III) Final Judgment (a)NIMA / PI AND (b)PIMA matters where the "relevant amount" relating to damages for death / bodily injury exceeds \$5,000 | <input type="checkbox"/> Consent Final Judgment: By consent, final judgment is entered for the Plaintiff against the _____ whereby the _____ shall pay the following to the _____: <input type="checkbox"/> \$ _____ as damages <input type="checkbox"/> inclusive of costs, disbursements, interest*. <input type="checkbox"/> \$ _____ as general damages, \$ _____ as injury related special damages and \$ _____ as non-injury related special damages (inclusive of interest)*. <input type="checkbox"/> The claim being a fatal accident claim, general damages comprises \$ _____ for bereavement for the benefit of [_____], \$ _____ for loss of dependency for the benefit of [_____], \$ _____ for loss of dependency for the benefit of [_____] and \$ _____ for loss of dependency for the benefit of [_____]. \$ _____ in special damages (excluding the sum for funeral expenses) to [_____] and \$ _____ for funeral expenses to [_____]. <input type="checkbox"/> \$ _____ as interest from _____. <input type="checkbox"/> \$ _____ as costs* / Costs to be taxed if not agreed*. |

ANNEX T

LIABILITY INDICATION FORM

Instructions: This form is to be completed before the CDR session by solicitors in conduct of the case. Solicitors to confirm all information supplied is true and correct.

Case No: _____

CDR DATE/TIME: _____ am/pm

Plaintiff's Counsel (P): _____

First Defendant's Counsel (D1): _____

Second Defendant's Counsel (D2): _____

Third Party's Counsel (TPC): _____

| | | |
|--|---|-----------------------|
| <p>(1) <i>Case Type</i> (circle) NEMA / PIMA / Chain Collision <i>(For chain collision use pg 2)</i></p> <p>_____</p> | <p>(2) <i>Liability</i> P _____ % D _____ % 2D/TP _____ %</p> <p style="text-align: center;">D _____ P _____ % D _____ % 2D/TP _____ %</p> | |
| <p>(3) <i>Standard questions:</i></p> <p>(i) <i>Quantum: agreed? If not please complete Plaintiff's claim is</i></p> <p style="margin-left: 20px;"><i>Repair</i> \$ _____ <i>Loss of use/Rental</i> \$ _____</p> <p style="margin-left: 20px;"><i>General damages</i> \$ _____ <i>Special damages</i> \$ _____</p> <p>(ii) <i>GLA/Police Reports obtained</i> Y/N _____</p> <p>(iii) <i>Colour Photographs available/ whose not</i> Y/N _____</p> | <p>(iv) <i>All parties brought/ who's not</i> Y/N _____</p> <p>(v) <i>Police action taken /against whom</i> Y/N _____</p> <p>(vi) <i>Related Suits / No.</i> Y/N MC/DC _____</p> <p>(vii) <i>Independent witnesses</i> P: Y/N D: Y/N TP: Y/N _____</p> <p><i>Details</i> _____</p> | |
| <p><i>Plaintiff's account of the accident –please indicate scenario</i></p> <p><input type="checkbox"/> <i>Front to rear collision/ Chain collision(see pg 2)</i></p> <p><input type="checkbox"/> <i>Major-minor road accident</i></p> <p><input type="checkbox"/> <i>Other party cut in/ failed to follow traffic signals</i></p> <p><input type="checkbox"/> <i>Other (please describe):</i></p> <p>Plaintiff was cycling across pedestrian controlled traffic junction during green phase of the traffic lights when Defendant driving van _____ came from his right and knocked into Plaintiff and his bicycle, causing Plaintiff to fall and sustain injuries</p> | <p><i>Defendant's/Third Party's written account–please indicate scenario</i></p> <p><input type="checkbox"/> <i>Front to rear collision/ Chain collision(see pg 2)</i></p> <p><input type="checkbox"/> <i>Major-minor road accident</i></p> <p><input type="checkbox"/> <i>Other party cut in/ failed to follow traffic signals</i></p> <p><input type="checkbox"/> <i>Other (please describe):</i></p> | |
| <p><i>(Plaintiff) Sketch what happened please indicate areas of damage to all vehicles.</i></p> <p>1. Please refer to page 7 of Plaintiff's Bundle of Documents (PBD) for damage to pedalcycle;</p> <p>2. Please refer to page 8 of PBD for damage to van _____;</p> <p>3. Please refer to page 9 of PBD for sketch plan showing position of van and pedalcycle as drawn by Traffic Police officer</p> | <p><i>(Defendant/Third Party) Sketch what happened please indicate areas of damage to all vehicles.</i></p> | |
| <p>PLAINTIFF'S COUNSEL</p> | <p>D1 COUNSEL</p> | <p>D2/ TP COUNSEL</p> |

Instructions: Please indicate the area of damage to the front and rear of each vehicle. Use a separate sheet of paper to represent accident if not a straight line front to rear collision.

Was there a car in front of the first car? → YES/NO

Vehicle 1 (Top):
 Vehicle No: _____
 Party: _____

Vehicle 2:
 Vehicle No: _____
 Party: _____

Vehicle 3:
 Vehicle No: _____
 Party: _____

Vehicle 4 (Bottom):
 Vehicle No: _____
 Party: _____

Detail Box 1 (Left of Vehicle 1):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

Detail Box 2 (Right of Vehicle 1):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

Detail Box 3 (Left of Vehicle 2):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

Detail Box 4 (Right of Vehicle 2):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

Detail Box 5 (Left of Vehicle 3):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

Detail Box 6 (Right of Vehicle 3):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

Detail Box 7 (Left of Vehicle 4):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

Detail Box 8 (Right of Vehicle 4):
 Lawyer / Law Firm: _____
 Stopped in time Y/N
 Alleging Prior Collision Y/N
 Photos Available Y/N
 Felt ___ impacts from behind
 Other Facts: _____

ANNEX U

QUANTUM INDICATION FORM

| PORTION TO BE COMPLETED BY SOLICITORS | | | PORTION FOR JO |
|--|---|--------------------------------|-----------------------|
| Case No: DC / MC _____ of _____ | Nature of Claim: PIMA | | JO's signature |
| Heads of Claim | Plaintiff's submissions | Defendant's submissions | Indication |
| (I) Pain and Suffering | <i>Please state:-</i> - <i>The severity/treatment applied to the injuries. State residual disabilities (if any);</i> - <i>The relevant sections of the Guidelines for Assessment of General Damages in Personal Injury Cases (2010).</i> | | |
| 1. | Nature of Injury: Pg. _____ of medical report by _____ <i>[\$State Amount]</i> <u>Authorities</u> Guidelines for Assessment of General Damages in Personal Injury Cases (2010) ("Guidelines"), pg [], Chapter [], Part [] | | |
| 2. | Nature of Injury: Pg. _____ of medical report by _____ <i>[\$State Amount]</i> <u>Authorities</u> Guidelines, pg [], Chapter [], Part [] | | |
| 3. | Nature of Injury: Pg. _____ of medical report by _____ <i>[\$State Amount]</i> <u>Authorities</u> Guidelines, pg [], Chapter [], Part [] | | |

QUANTUM INDICATION FORM

| PORTION TO BE COMPLETED BY SOLICITORS | | | PORTION FOR JO |
|---|--|---|-----------------------|
| Case No: DC / MC _____ of _____ | | Nature of Claim: PIMA | JO's signature |
| Heads of Claim | Plaintiff's submissions | Defendant's submissions | Indication |
| 4. Nature of Injury: Pg. ____ of medical report by _____ | <i>\$(State Amount)</i> Authorities Guidelines, pg [], Chapter [], Part [] | | |
| (II) Loss of future earnings / Loss of earning capacity | Multiplier: _____ Multiplicand: _____ Plaintiff's pre-accident age / occupation / salary: _____ Plaintiff's current age / occupation / salary: _____ | Multiplier: _____ Multiplicand: _____ | |
| (III) Loss of Dependency | (State dependents' age / relationship to the Deceased and the proposed multiplier and multiplicand) | (State the proposed multiplier and multiplicand for each Dependent) | |
| (IV) Future Medical Costs <i>(other items of claim)</i> | <i>\$(State Amount)</i> | | |
| (V) Special Damages & Transport <i>(other items of claim)</i> | <i>\$(State Amount)</i> | | |

QUANTUM INDICATION FORM

| PORTION TO BE COMPLETED BY SOLICITORS | | | PORTION FOR JO |
|--|--------------------------------|--------------------------------|-----------------------|
| Case No: DC / MC _____ of _____ | Nature of Claim: PIMA | | JO's signature |
| Heads of Claim | Plaintiff's submissions | Defendant's submissions | Indication |
| (VI) _____ (other items of claim) | <i>[\$State Amount]</i> | | |
| Total (@100%) | <i>[\$State Amount]</i> | | |
| @50% | <i>[\$State Amount]</i> | | |

APPENDIX C

APPENDIX C

Pre-action Protocol for Non-Injury Motor Accident Cases

1. Application

- 1.1 The object of this protocol is to prescribe reasonable conduct for non-injury motor accident claims. It prescribes a framework for pre-writ negotiation and exchange of information. In exercising its discretion and powers, the court will have regard to compliance with this protocol or lack thereof; see, for example, Order 25, Rules 1, 1A and 8, Order 34A, Rule 1, Order 59, Rule 5, and Order 59 Appendix 2, of the Rules of Court (Cap. 322, R 5).
- 1.2 This protocol applies to non-injury motor accidents occurring on or after 1st April 2016 and governs conduct in respect of non-injury motor accident claims that are to be lodged with the Financial Disputes Resolution Centre Ltd (“FIDReC”) or to be filed in Court, as the case may be.
- 1.3 Any reference to “the potential defendant” in this protocol refers to the potential defendant if he is not claiming under his insurance policy, or to his insurer if he is claiming under his policy.
- 1.4 Any reference to an “insurer” in this protocol refers to an insurer that is known or could be reasonably known to the claimant.
- 1.5 This protocol does not affect any privilege that may apply to any communication between the parties that is undertaken in compliance with it.
- 1.6 The Court will not impose sanctions where there are good reasons for non-compliance with the provisions of this protocol.

2. Notice of Accident and Pre-repair Survey

- 2.1 Time is of the essence in the joint selection of a motor surveyor and the conduct of a pre-repair survey of the claimant’s vehicle.

- 2.2 Within **3 working days** of the date of the accident, the claimant must send a notice of accident (Form 1 in this protocol) to the potential defendant and his insurer (or where there is a multi-party collision, to each of the potential defendants and his insurer). This is to facilitate a joint survey of the damage to the claimant's vehicle prior to the commencement of repairs ("pre-repair survey"). The pre-repair survey will include a survey of the vehicle when its damaged parts are being dismantled prior to the commencement of repairs.
- 2.3 Within **2 working days** of receipt of the notice of accident, the insurer must reply to the claimant (Form 2 in this protocol) and if he intends to conduct a pre-repair survey of the claimant's damaged vehicle, he must include in his reply a list of at least 10 motor surveyors.
- 2.4 Within **2 working days** of receipt of the insurer's reply, the claimant must reply to the insurer stating whether he agrees or has any objections to the appointment of any of the motor surveyors proposed by the insurer. The claimant may specifically select one or more of the proposed motor surveyors. If the claimant fails to reply or fails in his reply to object to any of the motor surveyors listed by the insurer within the time stipulated by this paragraph, the claimant is deemed to have agreed to the appointment of any of the motor surveyors listed by the insurer.
- 2.5 The motor surveyor mutually agreed upon by the parties or presumed to be agreed by the claimant shall be referred to as the "single joint expert". Upon reaching such agreement or upon the expiry of the time stipulated for the claimant to object to the motor surveyors proposed by the insurer and the claimant fails to do so (as the case may be), the insurer must **immediately** instruct the single joint expert to conduct the pre-repair survey. The single joint expert must complete the pre-repair survey within **2 working days** of his appointment.
- 2.6 If the claimant objects to all the motor surveyors proposed by the insurer, he must include in his reply a list of at least 10 motor surveyors whom he considers as suitable to appoint.
- 2.7 Within **2 working days** of receipt of the claimant's list of proposed motor surveyors, the insurer must state whether he agrees or has any objections to any of the motor surveyors proposed by the claimant. The insurer may specifically select one or more of the proposed motor surveyors. If the insurer fails to reply or fails in his reply to object to any

of the motor surveyors listed by the claimant within the time stipulated by this paragraph, the insurer is deemed to have agreed to the appointment of any of the motor surveyors listed by the claimant.

2.8 The motor surveyor mutually agreed upon by both parties or presumed to be agreed by the insurer shall be referred to as the “single joint expert”. Upon reaching such agreement, the insurer must **immediately** instruct the single joint expert to conduct the pre-repair survey. Alternatively, upon the expiry of the time stipulated for the insurer to object to the motor surveyors proposed by the claimant and the insurer fails to do so, the claimant must **immediately** instruct the single joint expert to conduct the pre-repair survey. The single joint expert instructed by the insurer or the claimant (as the case may be) must complete the pre-repair survey within **2 working days** of his appointment.

2.9 If the insurer objects to all the motor surveyors proposed by the claimant, both parties are not precluded from instructing a motor surveyor of their own choice to conduct the pre-repair survey. In such event, the motor surveyor appointed by the insurer must complete the pre-repair survey for the insurer within **2 working days** from the date of the insurer’s reply objecting to all the motor surveyors proposed by the claimant. If the quantum of the potential claim is likely to be within the Magistrate’s Court limit, parties are to be aware of Order 108, Rule 5(3) of the Rules of Court on the appointment of a single joint expert should the matter be unresolved subsequently and proceed for a simplified trial. Both parties shall in any event not unreasonably withhold consent to the appointment of a single joint expert as far as possible.

2.10 Once the pre-repair survey has been conducted, the claimant and the insurer shall negotiate and, as far as possible, come to an agreement on the cost of repairing the claimant’s vehicle.

2.11 If parties are unable to come to an agreement on the cost of repairing the vehicle after negotiations, the claimant may proceed to repair his vehicle. The insurer may wish to request for an opportunity to conduct a post repair inspection once the vehicle has been repaired. The request should be made as soon as possible and before the repaired vehicle is returned to the claimant.

3. **Letter of Claim**

3.1 The claimant must send a letter of claim (Form 3 in this protocol) to every potential defendant and his insurer. The letter of claim must set out the full particulars of his claim and enclose a list of all the relevant documents relating to both liability and quantum. The claimant must also include in his letter of claim a copy each of all relevant supporting documents, where available, such as:

- (a) full and complete Singapore Accident Statements together with type-written transcripts of all persons involved in the accident, including a sketch plan;
- (b) repairer's bill and evidence of payment;
- (c) motor surveyor's report;
- (d) excess bill/receipt;
- (e) vehicle registration card;
- (f) COE/PARF certificates;
- (g) names of all witnesses (where possible to disclose);
- (h) original, coloured copies or scanned photographs of damage to all vehicles;
- (i) original, coloured copies or scanned photographs of the accident scene;
- (j) video recording of the accident (if any);
- (k) accident reconstruction report (if any);
- (l) rental agreement, invoice and receipt for rental of replacement vehicle (if any);
- (m) correspondences with the potential defendant's insurer relating to pre-repair survey and/or post repair inspection of the claimant's vehicle;
- (n) any other supporting documents.

3.2 The claimant must also state in his letter of claim whether he had notified the insurer of the accident by sending the notice of accident. If a pre-repair survey was conducted and the claim for cost of repairs is made pursuant to the amount negotiated and agreed upon by the parties, this should be stated in the letter of claim.

- 3.3 If, to the claimant's knowledge, the insurer had waived the requirement for pre-repair survey and/or post repair inspection of the vehicle, he should state so accordingly in the letter of claim.
- 3.4 The letter of claim must also instruct the potential defendant to immediately pass the letter and documents to his insurer if he wishes to claim under his insurance policy. The letters to any other potential defendants must be copied to the rest of the parties. The letter(s) to the potential defendant(s) must be sent by way of certificate of posting. The letters to insurers must be sent by way of A.R. Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).
4. **Potential Defendant's response**
- 4.1 If the insurer wishes to conduct a post repair inspection of the claimant's vehicle not conducted previously, he must make the request to the claimant within **7 days** of receipt of the letter of claim. The insurer must state in the letter of request why a post repair inspection is now sought, especially if the opportunity for pre-repair survey and/or post-repair inspection had earlier been waived.
- 4.2 The claimant must reply within 7 days of receipt of the letter of request. Where valid reasons are given by the insurer, the parties shall as far as possible, agree on the arrangements for the post repair inspection so as to facilitate an amicable resolution of the claim as soon as possible.
- 4.3 The potential defendant must send an acknowledgement letter (Form 4 or Form 4A in this protocol) to the claimant within **14 days** of receipt of the letter of claim. If he is ready to take a position on the claim, he must state his position. If not, he must first send an acknowledgement.
- 4.4 If the claimant does not receive an acknowledgement letter within the requisite **14 days**, the claimant may commence proceedings without any sanction by the Court.
- 4.5 If the potential defendant replies to the claimant with only an acknowledgement, within **8 weeks** from the date of receipt of the letter of claim or within **14 days** after inspecting the vehicle, whichever is later, the potential defendant must reply to the claimant substantively, stating the potential defendant's position on the claim as to both liability and quantum, for example whether the claim is admitted or denied or making an offer of settlement (Form 4 or Form 4A in this protocol).

- 4.6 If the claim is not admitted in full, the potential defendant must:
- (a) give reasons and provide the claimant with a list setting out all the relevant documents;
 - (b) include in his reply a copy of each of all relevant supporting documents;
 - (c) confirm/state the identity of the person driving his vehicle at the time of the accident and provide the driver's identification number and address if this is not already stated in the Singapore Accident Statement;
 - (d) enclose full and complete Singapore Accident Statements showing the names, identification numbers and addresses of all other persons involved in the accident and typewritten transcripts of their factual accounts of the accident;
 - (e) enclose any pre-repair and/or post repair survey/inspection report(s); and
 - (f) specify the particular scenario in the *Motor Accident Guide* that is applicable to his account of the accident, enclose with his reply a copy of the relevant page of the *Motor Accident Guide*, and, except where the claim is denied, make an offer on liability (Form 4A in this protocol).
- 4.7 If the insurer is the party replying to the claimant, the reply shall also state the name(s), telephone number(s) and fax number(s) of the insurance officer(s) handling the matter and the insurer's file reference number(s), to facilitate correspondence.
- 4.8 If the potential defendant has a counterclaim, he must include it in his reply giving full particulars of the counterclaim together with all relevant supporting documents. If the potential defendant is pursuing his counterclaim separately, i.e. his insurer is only handling his defence but not his counterclaim, the potential defendant must send a letter to the claimant giving full particulars of the counterclaim together with all relevant supporting documents within **8 weeks** from receipt of the letter of claim. If the potential defendant has already furnished particulars in a separate letter of claim, he need only refer to that letter of claim in his reply.
- 4.9 If the claimant does not receive the potential defendant's substantive reply to his letter of claim within the requisite timeframe stipulated in paragraph 4.5, he may commence proceedings without any sanction by the Court.

4.10 The letter of claim and the responses are not intended to have the effect of pleadings in an action.

5. **Third parties**

5.1 Where a potential defendant wishes to bring in a third party, he must inform the claimant and the other potential defendants by letter within **14 days** of receipt of the claimant's letter of claim. The potential defendant shall send to the third party and his insurer a letter each setting out full particulars of his claim against the third party together with a copy each of the claimant's letter of claim and all relevant supporting documents within the same period. The potential defendant's letter to the third party must also instruct the third party to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. This letter must be copied to the claimant.

5.2 The protocol set out in paragraphs 2, 3 and 4 is applicable to the third party or, if he is claiming under his insurance policy, his insurer, as though the potential defendant were the claimant, and the third party or his insurer as the case may be, were the potential defendant.

6. **Fourth parties**

6.1 Paragraph 5 shall apply with the necessary modifications to fourth party proceedings and so on. All correspondences between the parties must be copied to all the other parties involved in the accident.

7. **Potential defendant to bear claimant's loss of use arising from pre-repair survey and/or post repair inspection**

7.1 The potential defendant must compensate the claimant for the loss of use of his vehicle computed from the date of receipt of the claimant's notice of accident until the date the claimant is notified in writing that —

- (a) the pre-repair survey is completed and he may proceed to repair his vehicle; or
- (b) the insurer is waiving the requirement for pre-repair survey and he may proceed to repair his vehicle,

as the case may be, inclusive of any intervening Saturday, Sunday or public holiday.

- 7.2 Where the insurer fails to respond to the claimant within **2 working days** of receipt of the notice of accident as to whether he wishes to carry out or waive a pre-repair survey, the claimant may proceed to repair the vehicle and the potential defendant must compensate the claimant for the loss of use of his vehicle computed over 2 working days, inclusive of any intervening Saturday, Sunday or public holiday.
- 7.3 For avoidance of doubt, the compensation payable to the claimant for loss of use in the instances set out in paragraphs 7.1 and 7.2 is additional to any other claim for loss of use which the claimant may bring against the potential defendant.
- 7.4 Where an insurer requests for post repair inspection pursuant to paragraph 4.1 above, the potential defendant must compensate the claimant for the loss of use of his vehicle for the day that the inspection is conducted.

8. **Negotiation**

- 8.1 Where the claimant's position on liability differs from the potential defendant's, the claimant must within **2 weeks** from the date of receipt of the potential defendant's reply to the letter of claim, make a counter-offer on liability. The claimant must specify the particular scenario in the *Motor Accident Guide* that is applicable to his account of the accident and enclose a copy of the relevant page of the *Motor Accident Guide* (Form 4A in this protocol may be used with the necessary modifications).
- 8.2 After all the relevant information and documents have been exchanged (including any pre-repair and post repair survey/inspection report(s)), the parties shall negotiate with a view to settling the matter at the earliest opportunity on both liability and quantum. Litigation should not be commenced prematurely if there are reasonable prospects for a settlement.
- 8.3 If, after reasonable effort has been made to settle the matter, but there are no reasonable prospects of settlement after a time period of **at least 8 weeks** from the date of receipt of the letter of claim, save where paragraph 4.4 or 4.9 of this protocol applies, the claimant must give **10 clear days'** notice, by letter (Form 5 in this protocol), to the potential defendant of his intention to proceed with a writ. He must also inform the potential defendant of the names of all the parties he is suing.

9. **Pre-action costs**

9.1 Where parties have settled both liability and quantum before any action is commenced, a claimant who has sought legal representation to put forward his claim will have incurred legal costs. A guide to the costs to be paid is as follows:

| Sum settled (excluding interest if any) | Costs allowed (exclusive of disbursements) |
|---|--|
| Less than \$1,000 | \$300 |
| \$1,000 to \$9,999 | \$300 to \$700 |
| \$10,000 and above | \$500 to \$900 |

10. **Costs sanctions in relation to pre-repair survey and post repair inspection**

10.1 Where the claimant has without good reason repaired or caused repairs to be carried out to his vehicle without first complying with paragraph 2 of this protocol in relation to pre-repair survey, then on account of the omission, the court may impose costs sanctions against the claimant.

10.2 Where the defendant disputes the damage to the claimant's vehicle and after the commencement of Court proceedings requests for an inspection of the claimant's vehicle without good reason, the Court may impose costs sanctions against the defendant.

11. **Early agreement on liability**

11.1 Where parties have agreed on the issue of liability prior to the commencement of proceedings and wish to issue a writ in order for damages to be assessed, the plaintiff must file a writ endorsed with a simplified statement of claim (Form 6 in this protocol). If no appearance is entered after the writ is served, the plaintiff may, in the manner prescribed under the Rules of Court, proceed to enter default interlocutory judgment and take out a summons for directions for the assessment of damages. If an appearance is entered, the plaintiff may take out a summons for interlocutory judgment to be entered and for directions for the assessment of damages.

12. Lodgement of claims below \$3,000 with FIDReC

12.1 This paragraph applies to non-injury motor accident claims where the damages claimed before apportionment of liability is below \$3,000 excluding survey fees, interests, costs and disbursements.

12.2 Unless the case falls within one or more of the exceptions listed in paragraph 13 of this protocol, the claimant shall in every case referred to in paragraph 12.1, lodge his claim with FIDReC at first instance. Upon lodgement, the claim shall be dealt with by FIDReC in accordance with its Terms of Reference relating to the management and resolution of such claims.

12.3 Notwithstanding that the claim is to be lodged with FIDReC, the claimant and potential defendant shall comply with the requirements of this protocol. In this connection, references to the “Court”, writ/Court action and proceedings in this protocol shall refer to “FIDReC”, the lodgement of a claim at FIDReC and proceedings at FIDReC respectively.

13. Exceptions to FIDReC proceedings

13.1 In any case where –

- (a) the claimant is a body corporate or partnership;
- (b) one or more of the vehicles involved in the accident is a government, a foreign-registered or diplomatic vehicle;
- (c) the potential defendant has a counterclaim of \$3,000 or more;
- (d) the potential defendant has a counterclaim of less than \$3,000 but the claimant is not claiming under his own insurance policy in respect of the counterclaim;
- (e) the insurer for the claim or counterclaim has repudiated liability;
- (f) an allegation that the claim, counterclaim or defence is tainted by fraud or other conduct constituting a criminal offence in connection with which a police report has been lodged;
- (g) proceedings are still ongoing at FIDReC after a lapse of 6 months from the date when all the relevant documents pertaining to the accident that were requested by

FIDReC have been submitted or, from the date of the claimant's first interview at FIDReC, whichever is later; or

- (h) there is other good and sufficient reason shown to the Court why the claim ought not to have been lodged at FIDReC or the proceedings ought not to have continued at FIDReC,

the claimant may commence an action in Court directly and all proceedings (if any) before FIDReC shall be abated forthwith, unless the Court otherwise directs.

14. Costs sanctions for non-compliance with requirement to lodge the claim/continue with proceedings at FIDReC

14.1 Where the claimant in a case to which paragraph 12.1 of this protocol applies, has commenced an action in Court, the Court in exercising its discretion as to costs, shall have regard to the following, where applicable:

- (a) commencement of court proceedings before adjudication of the claim by FIDReC;
- (b) a finding by the Court that the quantum of damages before apportionment of liability is below \$3,000 excluding survey fees, interests, costs and disbursements and the damages quantified and pleaded in the Statement of Claim is for an amount exceeding \$3,000; or
- (c) the claimant has failed to obtain a judgment that is more favourable than the award made at the adjudication of the claim by FIDReC.

14.2 The Court will not impose sanctions on the claimant where there are good reasons for non-compliance, for example attempt(s) made to resolve the claim through the Singapore Mediation Centre or the Law Society of Singapore Arbitration Scheme.

14.3 Where the claimant has commenced Court proceedings before adjudication of the claim by FIDReC, the Court may stay the action under Order 34A of the Rules of Court to enable the claimant to lodge his claim and/or complete the proceedings at FIDReC.

15. **Application of the Limitation Act (Cap. 163)**

15.1 For the avoidance of doubt, the lodgement of a claim and/or continuation of proceedings at FIDReC shall not be construed to operate as a stay of the time limited for the doing of any act as prescribed by the Limitation Act (Cap. 163).

15.2 Should Court proceedings be commenced to prevent the operation of the time bar under the Limitation Act (Cap.163), the Court may nevertheless stay the action thereafter to enable the claimant to lodge his claim and/or complete the proceedings at FIDReC.

Form 1
Sample Notice of Accident (To Be Copied to the Insurer) [Can
be sent by workshop on behalf of claimant]

To: [Defendant's Name]
[Address]

Dear Sir

We are instructed by [name of claimant] to notify you of a road traffic accident on [date] at about [time] at [place of accident which must be sufficiently detailed to establish location] involving our client's/customer's vehicle registration number [] and vehicle registration number [] driven by you at the material time. A copy of the Singapore accident statement /traffic police report filed is enclosed.

As a result of the accident, our client's /customer's vehicle has been damaged. Before our client/we proceed to repair the damaged vehicle, please let us know within 2 working days of your receipt of this notice whether you or your insurer would like to conduct a pre-repair survey of the vehicle. If we do not receive any reply from you within the stipulated timeline, our client/we shall proceed to repair the vehicle without further reference to you.

Yours faithfully

encs

cc [Defendant's insurer]

[Other defendant and his insurer]

(Note: This sample letter, with the necessary modifications, can also be used as a sample letter to the defendant's insurer.)

Form 2

Sample Insurer's Reply to Notice of Accident

To: [Name of Claimant's solicitor/Claimant's motor workshop] [Address]

Dear Sir

We refer to your Notice of Accident dated [].

[We do not wish to conduct a pre-repair survey of the damage to your client's/your customer's vehicle. Your client/your customer may proceed to repair the vehicle.]

Or

[We intend to conduct a pre-repair survey of the damage to your client's/your customer's vehicle jointly with your client/your motor workshop. We propose to use one of the motor surveyors named in the attached list to conduct the joint pre-repair survey as a single joint expert:

[Attach a list showing the names of at least 10 motor surveyors]

Please let us know within two (2) working days whether you agree to the appointment of any of these motor surveyors as a single joint expert. You may select one or more of the listed motor surveyors. We will bear the cost of the pre-repair survey carried out by the single joint expert.]

Yours faithfully,

Form 3
Sample Letter of Claim to Defendant

To: [Defendant's Name]
[Address]

Dear Sir

[Claimant's full name]
[Claimant's address]

We are instructed by the above named to claim damages against you in connection with a road traffic accident on [date] at [place of accident which must be sufficiently detailed to establish location] involving our client's vehicle registration number [] and vehicle registration number [] driven by you at the material time.

We are instructed that the accident was caused by your negligent driving and/or management of your vehicle. As a result of the accident, our client's vehicle was damaged and our client has been put to loss and expense, particulars of which are as follows:

[Set out the loss and expenses claimed.]

A copy each of the following supporting documents is enclosed: [List the documents as required in the pre-action protocol.]

We have [have not] on [date of notification] notified your insurer [name of insurer] of the accident and [a pre-repair survey of our client's vehicle was carried out on [date]] [to the best of our knowledge, your insurer had waived the requirement for pre-repair inspection]. [Our client's claim for cost of repairs is based on the amount negotiated and agreed with your insurer after the pre-repair survey was completed.]

[We have also sent a letter of claim to [name of the other defendant] and a copy of that letter is enclosed. We understand that his insurer is [name and address of insurer if known].]

Please note that if you are insured and you wish to claim under your insurance policy, you should immediately pass this letter and all the enclosed documents to your insurer.

Please note that you or your insurer should send to us an acknowledgement of receipt within 14 days of your receipt of this letter, failing which our client will have no alternative but to commence proceedings against you without further notice to you or your insurer.

Please also note that if you have a counterclaim against our client arising out of the accident, you are also required to send to us a letter giving full particulars of the counterclaim together with all relevant supporting documents within 8 weeks of your receipt of this letter.

Yours faithfully,

encs

[Defendant's insurer]

[Other defendant and his insurer]

(Note: This sample letter, with the necessary modifications, can also be used as a sample letter to the defendant's insurer.)

Form 4
Sample Acknowledgement of Letter of Claim

To: [Claimant]
[Address]

Dear Sir,

[Heading e.g. as per letter of claim]

We acknowledge receipt of your letter dated [] and the enclosures on [date of receipt].

[We are investigating your/your client's claim and will reply to you substantively soon.]

[or, if the defendant is ready to take a position on the claim, to state his position, e.g. We admit both liability and quantum and will be making full payment of your/your client's claim within 14 days.

or

We admit liability and are investigating quantum and will reply to you on quantum soon. or

We admit quantum and are investigating liability and will reply to you on liability soon.]

Yours faithfully,

cc [Other defendants and their insurers]

Form 4A
Sample Letter of Offer

(For Offer on Liability with reference to the *Motor Accident Guide*)

To: [Claimant]
[Address]

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Sir,

[Heading e.g. as per letter of claim]

We acknowledge receipt of your letter dated [] and the enclosures on [date of receipt].

Or

We refer to your letter dated [] and our letter of acknowledgement dated [].

We offer to settle your/your client's claim on the following terms:

[Set out the offer, [e.g. We propose that liability be resolved at []% in your/your client's favour.]

We are of the view that Scenario [serial number of scenario] on page [] of the *Motor Accident Guide* applies to the facts of the accident because [state reasons]. A copy of the relevant page of the *Motor Accident Guide* is enclosed.]

Yours faithfully,

Cc [Other defendants and their insurers]

Form 5

Sample Letter by Claimant before Issue of Writ of Summons

To: [Defendant or his insurer as the case may be]

[Address]

Dear Sir

[Heading e.g. as per letter of claim]

We regret that despite reasonable effort having been made to settle our client's claim, there does not appear to be any reasonable prospects of settlement.

We hereby give you 10 clear days' notice that our client intends to proceed with the issue of a writ of summons against you/your insured. In this regard, please let us know if you are instructing solicitors to accept service of process on your/your insured's behalf.

[Please note that our client will also be joining [names of other defendants] as co-defendants in the intended action.]

Yours faithfully,

cc. [Other defendants and their insurers]

Form 6
WRIT OF SUMMONS

(As per the form prescribed in the Rules of Court)

Sample Statement of Claim

1. On [date] at about [time] at [place of accident], the motor vehicle registration number [] was involved in a collision with the motor vehicle registration number [] driven by the defendant. [If there are other defendants joined, for example on grounds of contributory negligence or vicarious liability, to give brief particulars, without giving particulars of negligence.]

2. [On [date], the plaintiff and the defendant agreed that the defendant will bear [full liability] for the accident.]

3. As a result of the accident, the plaintiff's vehicle was damaged and the plaintiff was put to loss and expense.

Particulars

[set out the loss and expenses claimed.]

And the plaintiff claims:

- (1) damages to be assessed;
- (2) interest;
- (3) costs; etc.

APPENDIX E

APPENDIX E

PRE-ACTION PROTOCOL FOR PERSONAL INJURY CLAIMS

1. Application

1.1 The object of this protocol is to streamline the management of personal injury claims and promote early settlement of such claims. It prescribes a framework for pre-writ negotiation and exchange of information.

1.2 This protocol applies to all personal injury claims including —

- (a) claims arising from motor vehicle accidents and industrial workplace accidents;
- (b) personal injury claims with or without an additional claim for property damage arising from the same accident; and
- (c) claims arising from fatal accidents

occurring on or after 1st April 2016 but does not apply to medical negligence claims.

1.3 Any reference to “the potential defendant” in this protocol refers to the potential defendant if he is not claiming under his insurance policy, or to his insurer if he is claiming under his policy.

1.4 Any reference to an “insurer” in this protocol refers to an insurer that is known or could be reasonably known to the claimant/plaintiff or his solicitors.

1.5 This protocol does not affect any privilege that may apply to any communication between the parties that is undertaken in compliance with it.

1.6 This protocol encourages the parties to jointly select medical experts before proceedings commence.

2. Application of the Pre-Action Protocol for Non-Injury Motor Accident Cases

2.1 For motor vehicle accident cases, the provisions of the Pre-Action Protocol for Non-Injury Motor Accident Cases at Appendix C of these Practice Directions relating to —

- (a) the conduct of a pre-repair survey and post repair inspection of the claimant’s vehicle, including the joint selection and appointment by the parties of a motor surveyor as a single joint expert to conduct the pre-repair survey, shall apply to mixed claims for personal injury and property damage arising from the same accident (“mixed claims”); and

- (b) the use of the *Motor Accident Guide* in negotiations between the parties to resolve the issue of liability shall apply to mixed claims and to personal injury claims.

3. Letter of Claim

3.1 The claimant must send a letter of claim (Form 1 in this protocol) to every potential defendant and his insurer.

3.2 The letter of claim must set out the full particulars of his claim, including the following information:

- (a) a brief statement of all the relevant and available facts on which the claim is based;
- (b) a brief description of the nature of the injuries suffered;
- (c) an estimate of general and special damages with a breakdown of the heads of claim;
- (d) the names of all witnesses (where possible to disclose);
- (e) the case reference numbers, identity and contact particulars of the officer having charge of any investigations (e.g. the police officer or the relevant officer from the Ministry of Manpower); and
- (f) the results of any prosecution or Court proceeding arising from the accident and where the claimant has passed away, the State Coroner's verdict, where available.

3.3 In respect of claims where —

- (a) the estimated quantum falls within the jurisdiction of a Magistrate's Court before any apportionment of liability (but excluding interest); and
- (b) the claimant intends to appoint one or more experts for the purpose of the proceedings,

the claimant shall include his proposed list of medical expert(s) in each relevant specialty in his letter of claim. The claimant should preferably include the doctors who provided him treatment and/or review of his medical condition in his proposed list.

3.4 In respect of claims where the estimated quantum exceeds the jurisdiction of a Magistrate's Court, the claimant and the potential defendant and/or their respective insurers are encouraged, to follow the procedure set out in paragraph 4.3 of this protocol for the appointment of a mutually agreed medical expert.

- 3.5 If the claimant is non-resident in Singapore, the letter of claim must further state the date the claimant is required to depart from Singapore once the relevant permits expire or are cancelled and, where available, the date of his intended departure from Singapore. This is to afford the potential defendant or his insurer an opportunity to arrange for a medical examination of the claimant by a medical expert mutually agreed by both parties in each relevant specialty, or where there is no agreement, a medical re-examination of the claimant by a medical expert appointed by the potential defendant or his insurer prior to the claimant's departure from Singapore.
- 3.6 The claimant must enclose with his letter of claim a list of all the relevant documents relating to both liability and quantum.
- 3.7 In respect of the issue of liability, the claimant must enclose with his letter of claim a copy each of all relevant supporting documents, where available, such as the following:

For motor vehicle accident cases:

- (a) full and complete Singapore Accident Statements and police reports together with type-written transcripts of all persons involved in the accident;
- (b) police sketch plan or, if that is unavailable, the claimant's sketch of the accident;
- (c) results of police investigations or outcome of prosecution for any traffic offence(s) arising from the accident;
- (d) police vehicle damage reports;
- (e) original, coloured copies or scanned photographs of damage to all vehicles;
- (f) original, coloured copies or scanned photographs of the accident scene;
- (g) video recording of the accident (if any);
- (h) accident reconstruction report (if any); and
- (i) any other supporting documents.

For industrial workplace accident cases:

- (a) claimant's sketch of the accident;
- (b) original, coloured copies or scanned photographs of the accident scene;
- (c) video recording of the accident (if any);
- (d) Ministry of Manpower's investigation reports (if any);
- (e) Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any); and

- (f) any other supporting documents.

For personal injury claims not involving motor vehicles and industrial accidents:

- (a) claimant's sketch of the accident;
- (b) original, coloured copies or scanned photographs of the accident scene;
- (c) video recording of the accident (if any); and
- (d) any other supporting documents.

3.8 In respect of the issue of quantum, the claimant must enclose with his letter of claim a copy of each of all relevant supporting documents, where available, such as the following:

- (a) medical reports from the treating doctor, reviewing doctor and medical specialist;
- (b) certificates for hospitalisation and medical leave;
- (c) bills for medical treatment and evidence of payment;
- (d) income tax notices of assessment and/or other evidence of income and loss thereof; and
- (e) supporting documents for all other expenses claimed (if any).

For mixed claims

Where the claim is for both personal injury and property damage, the claimant must in addition, enclose with his letter of claim a copy each of all relevant documents supporting the claim for property damage, such as the following:

- (a) repairer's bill and evidence of payment;
- (b) motor surveyor's report;
- (c) excess bill or receipt;
- (d) vehicle registration card;
- (e) COE/PARF certificates;
- (f) rental agreement, invoice and receipt for rental of replacement vehicle (if any);
- (g) correspondences with the insurer relating to pre-repair survey and/or post repair inspection of the claimant's vehicle; and
- (h) supporting documents for all other expenses claimed (if any).

3.9 The letter of claim must also instruct the potential defendant to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. If

the potential defendant's insurer is known to the claimant, a copy of the letter of claim must be sent directly to the insurer. The letters to any other potential defendants must be copied to the rest of the parties. The letter(s) to the potential defendant(s) must be sent by way of certificate of posting. The letters to insurers must be sent by way of AR Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).

- 3.10 Where it is not possible to comply with any of the above requirements in notifying the relevant persons or providing documents, the claimant must provide his explanation in the letter of claim.

4. Potential Defendant's response

Acknowledgment letter

- 4.1 The potential defendant must send an acknowledgement letter (Form 2 or Form 2A in this protocol) to the claimant within **14 days** from the date of receipt of the letter of claim. If he is ready to take a position on the claim, he must state his position. If not, he must first send an acknowledgement.
- 4.2 If the claimant does not receive an acknowledgement letter from the potential defendant within the requisite **14 days**, he may commence proceedings without any sanction by the Court.

Joint selection of medical experts

- 4.3 In respect of claims where the estimated quantum falls within the jurisdiction of a Magistrate's Court, within **14 days** of sending the acknowledgment letter to the claimant, the potential defendant shall send a letter to the claimant stating whether he agrees or has any objections to the appointment of any of the medical experts proposed by the claimant for the relevant specialty.
- (a) If the potential defendant agrees to any of the proposed medical experts, the claimant shall send the medical expert in each of the relevant specialty a letter of appointment within **14 days**. The medical expert mutually agreed upon by both parties shall be referred to as the 'single joint expert'.
- (b) The letter of appointment must be copied to the potential defendant. A medical report form (Form 4 or 4A in this protocol, as applicable) may be sent to the single joint expert. Form 4 may be used for higher value and/or more complex claims.

- (c) If the potential defendant objects to all the proposed medical experts for any relevant specialty, the potential defendant must state the reasons for his objections and provide the name(s) of one or more medical experts in each relevant specialty whom he considers as suitable to appoint. The claimant shall within **14 days** from the date of receipt of the letter from the potential defendant state if he has any objections to the appointment of any of the medical experts proposed by the potential defendant for the relevant specialty.
- (d) If the claimant agrees to any of the proposed medical experts, the claimant shall send the medical expert in each of the relevant specialty a letter of appointment within **14 days**. The medical expert mutually agreed upon by both parties shall be referred to as the 'single joint expert'.
- (e) The letter of appointment must be copied to the potential defendant. A medical report form (Form 4 or 4A in this protocol, as applicable) may be sent to the single joint expert.
- (f) If the potential defendant or claimant fails to reply or fails in his reply to object to any of the medical experts listed in the other party's letter within the timeline stipulated by this protocol, the party who fails to reply or to object is deemed to have agreed to the appointment of any of the medical experts proposed by the other party as a single joint expert.
- (g) The costs of the medical examination of the claimant and medical report to be provided by the single joint expert shall be paid first by the claimant who may seek to recover the cost as part of his claim for reasonable disbursements.
- (h) Either party may send the single joint expert written questions relevant to the issues or matters on which the medical report is sought. The questions must be copied to the other party.
- (i) If the claimant objects to the medical experts proposed by the potential defendant for any relevant specialty, both parties are not precluded from instructing medical experts of their own choice for each relevant specialty that the parties are unable to agree upon. Should the potential defendant wish to arrange for the claimant to undergo a medical examination by his own medical expert, the potential defendant shall within **14 days** from the date of receipt of the claimant's letter of reply, propose a date and time on which the claimant is to undergo the medical examination. The address at which the claimant must present himself for the

medical examination must also be provided. However, if the estimated quantum falls within the jurisdiction of a Magistrate's Court, parties are to be aware of Order 108, Rule 5(3) of the Rules of Court on the appointment of a single joint expert should the matter be unresolved subsequently and proceed for a simplified trial. Both parties shall in any event not unreasonably withhold consent to the appointment of a single joint expert as far as possible.

Substantive reply to claimant

- 4.4 If the potential defendant replies to the claimant with only an acknowledgement of receipt, within **8 weeks** from the date of receipt of the letter of claim, the potential defendant must reply to the claimant substantively. For this purpose, the following provisions will apply:
- (a) The reply shall indicate whether the insurer is defending the claim or whether the defendant is defending the claim personally. Reasons for the insurer's decision not to act must be provided.
 - (b) Subject to sub-paragraph (d) below, the reply must state the potential defendant's position on the claim on both liability and quantum (e.g. whether the claim is admitted or denied) or make an offer of settlement. If the claim is not admitted in full, the potential defendant must give reasons and provide a list of documents together with copies of all relevant supporting documents. Singapore Accident Statements and police reports provided by the potential defendant must be full and complete and must reflect the names, identification numbers and addresses of all persons involved in the accident together with type-written transcripts of their factual accounts of the accident.
 - (c) If the insurer is the party replying to the claimant, the reply must also state the name(s), telephone number(s) and fax number(s) of the insurance officer(s) handling the matter and the insurer's file reference number(s), to facilitate correspondence.
 - (d) Pending the receipt of the medical report from the single joint expert or other medical expert appointed under paragraph 4.3 and/or inspection report of the claimant's vehicle pursuant to the Pre-Action Protocol for Non-Injury Motor Accident Cases (as the case may be), the reply must state the potential defendant's position on liability and his preliminary position on quantum or, if he is unable to do so, reserve his position on quantum. Within **14 days** of receipt of the medical

report from the medical expert and/or the vehicle inspection report, the potential defendant must state his position on quantum (e.g. whether the quantum claimed is admitted or denied) or make an offer of settlement.

- 4.5 If the claimant does not receive the potential defendant's substantive reply to his letter of claim within the requisite **8 weeks** stipulated in paragraph 4.4, he may commence proceedings without any sanction by the Court.

5. Counterclaim

- 5.1 If the potential defendant has a counterclaim, he must include it in his reply, giving full particulars of the counterclaim together with all relevant supporting documents. If the potential defendant is pursuing his counterclaim separately, i.e. his insurer is only handling his defence but not his counterclaim, the potential defendant must send a letter to the claimant giving full particulars of the counterclaim together with all relevant supporting documents within **8 weeks** from receipt of the letter of claim. If the potential defendant has already furnished particulars in a separate letter of claim, he need only refer to that letter of claim in his reply.

- 5.2 Where the counterclaim includes a personal injury, paragraphs 3 and 4 above shall apply with the necessary modifications.

- 5.3 The letter of claim and the responses are not intended to have the effect of pleadings in the action.

6. Third parties

- 6.1 Where a potential defendant wishes to bring in a third party, he must inform the claimant and the other potential defendants by letter within **14 days** of receipt of the claimant's letter of claim. The potential defendant shall send to the third party and his insurer a letter each setting out full particulars of his claim against the third party together with a copy each of the claimant's letter of claim and all relevant supporting documents within the same period. The potential defendant's letter to the third party must also expressly instruct the third party to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. This letter must be copied to the claimant.

- 6.2 The protocol set out in paragraphs 2, 3, 4 and 5 is applicable to the third party or, if he is claiming under his insurance policy, his insurer, as though the potential defendant were the claimant and the third party, or his insurer as the case may be, were the potential defendant.

7. Fourth parties

7.1 Paragraph 6 shall apply with the necessary modifications to fourth party proceedings and so on. All correspondences between the parties must be copied to all the other parties involved in the accident.

8. Medical reports

8.1 Subject to any litigation privilege, any party who receives a medical report from his medical expert or the single joint expert must within **7 days** of its receipt send a copy of the report to every other party. For the avoidance of doubt, these are medical reports which the parties intend to rely on for the purpose of litigation and neither party need disclose to the other medical reports (if any) that he is not relying on.

9. Other information and documents

9.1 Any party who subsequently receives any information or document that was previously unknown or unavailable must, within **7 days** of the receipt, provide every other party with that information or document.

10. Negotiation

10.1 After all the relevant information and documents have been exchanged or as soon as it is practicable, the parties shall negotiate with a view to settling the matter at the earliest opportunity on both liability and quantum. Litigation should not be commenced prematurely if there are reasonable prospects for a settlement.

10.2 If, after reasonable effort has been made to settle the matter, but there are no reasonable prospects of settlement after a time period of **at least 8 weeks** from the date of receipt of the letter of claim, save where paragraphs 4.2 and 4.5 apply, the claimant may commence legal action after giving —

(a) 2 clear days' notice (Form 3 in this protocol) **by fax or e-mail** to the insurer; or

(b) 7 clear days' notice (Form 3 in this protocol) by **certificate of posting** to the potential defendant, where the defence is not handled by an insurer.

10.3 Where the claimant has earlier given notice that the offer being made was final, and legal proceedings would be commenced in the event that the potential defendant did not accept the offer within the specified timeframe, Form 3 need not be sent.

11. Interim payment

11.1 The claimant may in his letter of claim or in a letter sent at any time subsequent thereto, seek one or more pre-writ interim payment(s) of damages from the potential defendant.

The claimant must state in his letter —

- (a) the amount he is seeking as interim payment; or
- (b) where the interim payment is sought specifically for anticipated expenses (e.g. surgery or a course of physiotherapy), an estimate of the expenditure to be incurred,

and provide any supporting documents which have not already been furnished to the potential defendant.

11.2 The potential defendant must reply to the claimant within **14 days** of receipt of the letter, stating whether or not the request for interim payment is acceded to and the amount offered. Reasons must be given in the reply if the request is not acceded to in full. Unless the claimant states otherwise, any sum which the potential defendant offers as an interim payment, regardless as to whether the request is acceded to in full or in part, shall be paid to the claimant within **28 days** of the potential defendant's reply.

12. Costs Guidelines

12.1 Where parties have settled both liability and quantum before any action is commenced, a claimant who has sought legal representation to put forward his claim will have incurred costs. As a guide, where the sum settled (excluding interest if any) is less than \$20,000, the pre-trial costs should be between \$1,500 and \$2,500, exclusive of disbursements.

12.2 Where after commencing an action, both liability and quantum are settled by the parties or decided by the Court (as the case may be) and the sum that is —

- (a) settled;
- (b) awarded, where the Plaintiff is successful; or
- (c) claimed, where the Plaintiff is unsuccessful,

is less than \$20,000 (excluding interest, if any), the Court will, in general award costs based on the guidelines below:

| Stage of proceedings | Costs allowed (exclusive of disbursements) |
|---|---|
| Upon filing of writ | \$1,800-\$2,800 |
| Upon signing of affidavits of evidence- in-chief | \$2,500-\$4,200 |
| Upon setting down for trial | \$3,000-\$4,500 |
| 1 st day of trial or part thereof | \$4,000-\$5,000 |
| Subsequent day of trial or part thereof/ Assessment of damages | Up to \$1,000 per day or part thereof |

13. Exceptions

13.1 The Court will not impose sanctions where there are good reasons for non-compliance with the provisions of this protocol, for example attempt(s) made to resolve the claim through the Singapore Mediation Centre or the Law Society of Singapore Arbitration Scheme.

13.2 The protocol prescribes the timelines to be given to a potential defendant to investigate and respond to a claim before proceedings are commenced. This may not always be possible where a claimant only consults his lawyer close to the end of any relevant limitation period. In such a case, the claimant must give as much notice of the intention to commence proceedings as practicable and the parties shall consider whether the Court might be invited to extend time for service of the pleadings or alternatively, to stay the proceedings while the requirements of this protocol are being complied with.

14. Early agreement on liability

14.1 Where parties have agreed on the issue of liability prior to the commencement of proceedings and wish to issue a writ in order for damages to be assessed, the plaintiff must file a writ endorsed with a simplified statement of claim. If no appearance is entered after the writ is served, the plaintiff may, in the manner prescribed under the Rules of Court, proceed to enter default interlocutory judgment and take out a summons for directions for the assessment of damages. If an appearance is entered, the plaintiff may take out a summons for interlocutory judgment to be entered and for directions for the assessment of damages.

Form 1

Sample Letter of Claim to Potential Defendant

To: [Potential Defendant's Name]

[Address]

Dear Sir

[Plaintiff's full name] [Plaintiff's
address]

We are instructed by the abovenamed Plaintiff, who is our client, to claim damages against you in connection with [provide brief details of all relevant facts upon which claim is based. (E.g. a road traffic accident on [date] at about [time] at [place of accident, which must be sufficiently detailed to establish location]), involving our client [our client's vehicle registration number] and vehicle registration number [] driven by you at the material time.]

We are instructed that the accident was caused by your negligence [provide details. (E.g. negligent driving and/or management of your vehicle)]. As a result of the accident, our client has suffered personal injuries. His injuries are set out in the medical report[s] annexed to this letter.

[Provide brief description of nature of injuries.]

He has been put to loss and expense, particulars of which are as follows:

[Set out the quantification of general damages and special damages, wherever possible, and the loss and expenses claimed.]

[Provide names of all witnesses where possible to disclose.]

[Provide details of any officer in charge of investigation, or result of any prosecution concerning the same accident.]

A copy each of the following supporting documents is enclosed: [List
the documents as required in the pre-action protocol.]

[We have also sent a letter of claim to [name of other defendant] and a copy of that letter is enclosed. We understand that his insurer is [name and address of insurer, if known].]

In compliance with the pre-action protocol under the State Courts' Practice Direction 38, we propose using one of the following medical experts as a single joint expert:

[List names of proposed medical experts including the Plaintiff's treating and reviewing doctors and their relevant specialties.]

Please note that if you are insured and you wish to claim under your insurance policy, you should immediately pass this letter and all the enclosed documents to your insurer.

Please note that you or your insurer should send to us an acknowledgement of receipt to us within 14 days of your receipt of this letter. Please also inform us, within 14 days of your acknowledgement of receipt of this letter, whether you have any objections to our proposed medical experts or whether you wish to propose other medical experts.

[The Plaintiff plans to depart from Singapore by [] as his work permit would be expiring or cancelled.]

Should you fail to acknowledge receipt of this letter within 14 days, our client may commence Court proceedings against you without further notice to you or your insurer.

Please also note that if you have a counterclaim against our client arising out of the accident, you are required to send to us a letter giving full particulars of the counterclaim together with all relevant supporting documents within 8 weeks of your receipt of this letter.

Yours faithfully

encs

cc [Potential Defendant's insurer]

[Other potential defendant and his insurer]

(Note: This sample letter, with the necessary modifications, can also be used as a sample letter to the potential defendant's insurer.)

Form 2

Sample Acknowledgement of Letter of Claim

(To be sent within 14 days of date of receipt of letter of claim)

To: [Plaintiff]

[Address] Dear Sir,

[Heading e.g. as per letter of claim]

We acknowledge receipt of your letter dated [] and the enclosures on [date of receipt].

We are investigating your/your client's claim and will reply to you substantively soon.

[or, if the defendant is ready to take a position on the claim, to state his position, (e.g.

We admit both liability and quantum and will be making full payment of your/your client's claim within 14 days.

or

We admit liability and are investigating quantum and will reply to you on quantum soon. or

We admit quantum and are investigating liability and will reply to you on liability soon.

[To state if a third party is being brought into the proceedings.]

We agree to use Dr XX as single joint expert. You may proceed to send Dr XX a letter of appointment.

[or

We object to all the listed medical experts in your letter of claim. We propose using one of the following medical experts:

[Set out proposed list of medical experts and their relevant specialties.]

Please notify us within 14 days of receipt of this letter if you have any objections to the above list.]

Yours faithfully

cc [Other potential defendants and their insurers]

Form 2A

Sample Letter of Offer

(including Offer on Liability with reference to the *Motor Accident Guide* for Personal Injury Claims arising from Motor Vehicle Accidents)

To: [Plaintiff]

[Address]

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Sir,

[Heading as per Letter of Claim]

We acknowledge receipt of your letter dated [] and the enclosures on [date of receipt].

Or

We refer to your letter dated [] and our acknowledgement dated [].

We offer to settle your/your client's claim on the following terms:

[Set out the offer, [e.g. We propose that liability be resolved at []% in your/your client's favour.]

We are of the view that Scenario [serial number of scenario] on page [] of the *Motor Accident Guide* applies to the facts of the accident because [state reasons]. A copy of the relevant page of the *Motor Accident Guide* is enclosed.]

[To state if a third party is being brought into the proceedings.]

We agree to use Dr XX as a single joint expert. You may proceed to send Dr XX a letter of appointment.

[Or,

We object to all the listed medical experts in your letter of claim. We propose using one of the following medical experts:

[Set out proposed list of medical experts and their relevant specialties.]

[Please notify us within 14 days of receipt of this letter if you have any objections to the above list.]

Yours faithfully,

Cc [other potential defendants and their insurers]

Form 3
Sample Letter by Plaintiff before issue of Writ of Summons

To: [Potential Defendant or his insurer as the case may be]

[Address]

Dear Sir

[Heading e.g. as per letter of claim]

We regret that despite reasonable effort having been made to settle our client's claim, there does not appear to be any reasonable prospect of settlement and/or we have not obtained an acknowledgement of our letter of claim within 14 days from the service of our letter of claim and/or we have not obtained a substantive reply to our letter of claim within 8 weeks of service of our letter of claim.

We hereby give you [7 / 2 clear days'] notice that our client intends to proceed with the issue of a writ of summons against [you/your insured]. In this regard, please let us know if you are instructing solicitors to accept service of process on [your/your insured's] behalf.

[Please note that our client will also be joining [names of other potential defendants] as co-defendants in the intended action.]

Yours faithfully

cc [Other potential defendants and their insurers]

Form 4

Letter of Instruction to Medical Expert

(where estimated quantum exceeds the jurisdiction of a Magistrate's court before apportionment of liability and excluding interest)

Dear Sir,

Re: (Name and IC No. of Plaintiff)

D.O.B. –

Date of Accident –

We are acting for the abovenamed Plaintiff in connection with injuries sustained in an accident which occurred on the above date. (Name of Insurer) are the insurers for the potential defendant. The main injuries appear to have been (description of main injuries).

We should be obliged if you would examine our Client and let us have a full and detailed report dealing with any relevant pre-accident medical history, the injuries sustained, treatment received and present condition, dealing in particular with the capacity to work and giving a prognosis. In the prognosis section we request that you specifically comment on any areas of continuing complaint or disability or impact on daily living. If there is such continuing disability, please comment upon the level of suffering or inconvenience caused and, if you are able, please give your view as to when or if the complaint or disability is likely to resolve.

Please fix an appointment for our Client to see you for this purpose. We confirm that we shall be responsible for your reasonable fees.

We are obtaining the notes and records from our Client's GP and/or Hospitals attended and shall forward them to you as soon as they are available to us. (Or when they have been obtained: We have obtained the notes and records from our Client's GP and/or Hospitals attended and have enclosed them herewith for your reference).

In order to comply with Order 40A rule 3 of the Rules of Court, we would be grateful if your report could contain the following:

- (a) details of your professional qualifications;
- (b) details of any literature or other material which you have relied on in making the report;
- (c) a statement setting out the issues which you have been asked to consider and the basis upon which the evidence was given;
- (d) where applicable, the name and qualifications of the person who carried out any test or experiment which you have used for the report and whether or not such test or experiment has been carried out under your supervision;
- (e) where there is a range of opinions on the matters dealt with in the report — a summary of the range of opinions and the reasons for your opinion;
- (f) a summary of the conclusions reached;
- (g) a statement of belief of correctness of your opinion; and
- (h) a statement that you understand that in giving your report, your duty is to the Court and that you have complied with that duty.

In order to avoid further correspondence we can confirm that on the evidence we have there is no reason to suspect we may be pursuing a claim against a doctor, hospital or their staff.

We look forward to receiving your report within _____ weeks. If you will not be able to prepare your report within this period please contact us upon receipt of these instructions.

When acknowledging these instructions, it would assist us if you could give an estimate as to the likely time scale for the provision of your report and also an indication as to your fee.

Please copy to the potential defendant and/or his insurer any correspondence from you to us.

Yours faithfully

cc Potential defendant and/or his insurer

Form 4A
Medical Report

(where estimated quantum falls within the jurisdiction of a Magistrate's Court before apportionment of liability and excluding interest)

| Section A: Plaintiff's Details | |
|--|--|
| (i) Full Name | |
| (ii) NRIC / Passport No | |
| (iii) Date of Report | |
| Section B: Background History | |
| (i) The Plaintiff's injuries were sustained on ____/____/____ (dd/mm/yyyy) through a: <input checked="" type="checkbox"/> road traffic accident <input type="checkbox"/> workplace accident <input type="checkbox"/> Others i.e. _____ | |
| (ii) Brief description of the accident and manner/mechanism of injuries (where possible): <i>(Please state the dates seen and the source(s) of the information e.g. Plaintiff's, eyewitness's account(s), police, accident report(s), clinical notes etc, where applicable)</i> | |
| (iii) Symptoms reported by the Plaintiff immediately after the accident: <i>(if the symptoms were reported by another person on behalf of the Plaintiff, please state by whom _____)</i> | |
| (a) | |
| (b) | |
| (c) | |
| Section C: Plaintiff's Medical Condition On Physical Examination | |
| (i) On examination, the observations were: <i>(Each injury to be described with site, type and functional impact, even if normal. Number each injury separately.)</i> | |
| (a) | |
| (b) | |
| (c) | |
| (ii) Results of relevant investigations carried out: | |
| (iii) My diagnosis(es) of the Plaintiff's injuries: | |
| (a) | |
| (b) | |
| (c) | |
| (iv) Treatments administered on the Plaintiff are as follows: <i>(Including types of medication prescribed and procedures carried out)</i> | |

(a)

(b)

(c)

(v) The Plaintiff was given:

___ days of medical / hospitalisation leave from _____ to _____

___ days leave for light duty from _____ to _____

[SECTION D SHOULD ONLY BE COMPLETED BY SPECIALISTS, IF AVAILABLE]

Section D: Prognosis / Outcomes, if known
(Include opinion on whether the Plaintiff requires future treatment and if so, what kind)

I would recommend the Plaintiff to:

Return for follow up on ____/____/____ (dd/mm/yy)

Obtain a further medical report from a specialist medical practitioner of a different discipline i.e. _____
 _____ For the following reason(s): _____

Section E: Whether injuries sustained are consistent with the mechanism of assault / injury as described by the Plaintiff
(include other concluding remark, if any)

Section F: Details of Registered Medical Practitioner Completing The Form

Name _____

Qualifications _____

Appointment _____

Hospital / Department / Medical Clinic _____

Signature _____ Date: _____

EXPLANATORY NOTES FOR DOCTORS PREPARING MEDICAL REPORT FOR THE PURPOSE OF / IN CONTEMPLATION OF COURT PROCEEDINGS

The doctor as an independent medical expert

In conducting the physical examination and writing the medical report for a plaintiff in any proceedings before the Court, the doctor undertakes the role of an independent medical expert. He is to conduct an independent examination and give an independent opinion on the plaintiff as to the nature and extent of the injury as well as the prognosis of recovery.

The doctor as a single joint expert

The plaintiff and the opposing party may by mutual agreement, appoint one doctor as a single joint expert, instead of each appointing their own separate medical experts. They may choose to appoint the doctor who had treated or reviewed the plaintiff's injury as the single joint expert. Where the plaintiff's injury has been managed by doctors of different specialties, the parties may by mutual agreement, appoint one doctor in each of the relevant specialties as a single joint expert. It is intended that by the appointment of a single joint expert, the parties will find common ground that will enable the claim to be amicably resolved as early as possible without the need for doctors to give expert testimony in court hearings.

The duty of the single joint expert, like any other medical expert, is similarly to give an independent opinion as to the nature and extent of the injury, as well as the prognosis of recovery. Additionally, the single joint expert may be requested to provide answers to questions from the plaintiff and/or the opposing party pertaining to the plaintiff's medical condition and/or causation of injury.

Duties and requirements pertaining to the doctor's medical report

- (a) As an independent medical expert, the doctor's paramount duty is to assist the Court on matters within his expertise. This duty overrides any obligation to the person from whom the doctor has received instructions or by whom he is paid.
- (b) If, notwithstanding the appointment of the doctor as a single joint expert, the matter proceeds for a contested hearing in court, the doctor may be required to give evidence on the stand and answer questions posed to him by **both** the plaintiff's lawyer and the potential defendant's lawyer.
- (c) The doctor will have fulfilled his duty to be independent and unbiased in the formation of his opinion if he would have given the same opinion if given the same instructions by the opposing party.
- (d) In expressing his opinion, the doctor should consider all relevant and material facts, including those which might detract from his opinion.
- (e) A doctor may only provide opinions in relation to matters that lie within his own expertise and make it clear when a question or issue falls outside his expertise. In the case when he is not able to reach a definite opinion, for example, because he has insufficient information, he should state the extent to which any opinion given by him is provisional or qualified by further information or facts.