

IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE

ePRACTICE DIRECTION NO. 2 OF 2011

**COMPLIANCE WITH PERSONAL INJURY CLAIMS PRE-ACTION
PROTOCOL;
GENERAL CASE MANAGEMENT FOR ALL PERSONAL INJURY CLAIMS
IN COURT; AND
AMENDMENTS RELATING TO MANAGEMENT OF NON-INJURY
MOTOR ACCIDENT CLAIMS**

**(I) COMPLIANCE WITH PERSONAL INJURY CLAIMS PRE-ACTION
PROTOCOL**

1. The Subordinate Courts will be implementing a new pre-action protocol for claims for personal injury including motor vehicle accidents (“PIMA”) and industrial accidents but excluding medical negligence claims, with a view of achieving faster and more cost-effective resolution of such cases.
2. When exercising its discretion as to costs and deciding the period of interest, the Courts will take cognisance of compliance of the protocol.

**(II) GENERAL CASE MANAGEMENT FOR ALL PERSONAL INJURY
CLAIMS**

3. The Court will convene Court Dispute Resolution conferences in all personal injury claims within 8 weeks after the filing of the memorandum of appearance by the Defendant or the first Defendant where there is more than one Defendant. A failure to attend the conference may result in the action being dismissed or interlocutory judgment being entered.
4. During such conferences for personal injury claims except PIMA claims, the Settlement Judge will indicate on liability and quantum. Solicitors may by consent choose to obtain an indication on quantum for PIMA claims. When such indication on quantum for PIMA claims is not obtained at the conference, the parties may apply for an indication to be given on quantum before the trial judge after judgment is delivered or after parties have agreed on liability.

5. Paragraph 18(3) of the Practice Directions has been amended to include further exception to the requirements to file Form 6A when taking out or responding to a Summons for Directions filed under Order 25 of the Rules of court. In particular, parties need not file Form 6A for personal injury cases.

(III) AMENDMENTS RELATING TO MANAGEMENT OF NON-INJURY MOTOR ACCIDENT CASES

6. The Pre-Action Protocol for Non-Injury Motor Accident Cases, i.e. Appendix FA of the Practice Directions has been amended to include a requirement for pre-repair inspection.

7. Forms 7 and 8 of Appendix B of the Practice Directions have been amended. Form 9A has been inserted to provide a new form that parties shall submit to the Settlement Judge to obtain an indication on liability for motor accident cases at CDR.

8. Paragraph 25(14) and Appendix C of the Practice Directions have been amended to set out the applicable process for applying for adjournments of a CDR at the Primary Dispute Resolution Centre.

9. This Practice Direction will take effect on 1 May 2011.

10. A complete and updated version of *The Subordinate Courts Practice Directions (2006 Ed.)* may be downloaded in .PDF Adobe Acrobat format at the “Legislation and Directions” section of the Subordinate Courts website at <http://www.subcourts.gov.sg>.

11. For manual and loose-leaf updating, the specific new and amended paragraphs and the directions for amendments may also be downloaded at the “Legislation and Directions” section of the Subordinate Courts website at <http://www.subcourts.gov.sg>.

Dated this 5th day of April 2011.

A handwritten signature in black ink, appearing to read 'Hoo Sheau Peng', written in a cursive style.

HOO SHEAU PENG
REGISTRAR
SUBORDINATE COURTS

Directions for Amendments

- (1) The existing Part XV to be removed and the new amended Part XV substituted therefor.
- (2) The existing Table of Contents from the page containing Appendix A to be removed and the new amended pages of the Table of Contents substituted therefor.
- (3) The existing paragraph 18 to be removed and the new amended paragraph 18 to be substituted therefor.
- (4) The existing paragraph 25 to be removed and the new amended paragraph 25 to be substituted therefor.
- (5) The new paragraph 151C should be inserted immediately after the existing paragraph 151B.
- (6) The existing Appendix A to be removed and the new amended Appendix A substituted therefor.
- (7) The existing Forms 6A, 7 and 8 to be removed and the new amended Forms 6A, 7 and 8 substituted therefor.
- (8) The new Forms 9A, 9B and 9C should be inserted immediately after the existing Form 9 in Appendix B.
- (9) The existing Annex B and Forms 4 to 8 of Appendix F to be removed and the new amended Annex B and Forms 4 to 8 of Appendix F to be substituted therefor.
- (10) The new Appendix FB should be inserted immediately after the existing Appendix FA.

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[DELETED]

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18. Summonses for directions

- (1) The principal intention of the summons for directions (SFD) is to ensure that there be a thorough stocktaking relating to the issues in an action and the manner in which the evidence should be presented at a trial with a view to shortening the length of the trial and saving costs generally.

The ADR Form for summons for direction taken out under Order 25, Rule 1, of the Rules of Court

- (2) Order 25, Rule 1(1)(b), of the Rules of Court also provides that directions may be given at SFD for the just, expeditious and economical disposal of the case. At the SFD hearing under Order 25, Rule 1 of the Rules of Court, counsel for all the parties should be ready to explore and consider alternative dispute resolution (ADR) options, including mediation and arbitration, for the most effective resolution of the case.
- (3) To facilitate recommendation by the Deputy Registrar of the appropriate mode of dispute resolution, the Alternative Dispute Resolution (ADR) Form (Form 6A of Appendix B) must be completed by both counsel and their clients when taking out or responding to a SFD under Order 25, Rule 1, of the Rules of Court. This requirement does not apply to:-
 - (i) any directions filed under Order 25, Rule 1A or Order 37 of the Rules of Court;
 - (ii) All non-injury motor accident claims;
 - (iii) All personal injury claims including motor vehicle accidents (“PIMA”) and industrial workplace accidents, but excluding actions where the pleadings contain an allegation of a negligent act or omission in the course of medical or dental treatment; and
 - (iv) Any case which has gone through the Court Dispute Resolution process prior to the filing of the SFD under Order 25.
- (4) Counsel for the plaintiff must file the ADR Form through the Electronic Filing Service (EFS) when taking out the SFD. The ADR Form should be filed through the EFS under the document name “Incoming Correspondence – ADR Form (Plaintiff)”. After being served with the SFD, counsel for the defendant must file the ADR Form at least 3

working days before the hearing date for the SFD. This form should be filed under the document name “Incoming Correspondence – ADR Form (Defendant)” through the EFS. No Court fees will be charged for the filing of the ADR Form. .

- (5) Counsel for *all the parties* should be present at the SFD hearing.
- (6) The Deputy Registrar hearing the SFD will make recommendations to the parties for the matter to proceed on one of the three tracks:
 - (a) mediation in the Primary Dispute Resolution Centre of the Subordinate Courts or the Singapore Mediation Centre;
 - (b) the Law Society Arbitration Scheme; or
 - (c) adjudication in the trial courts.

The parties’ consent will be required before the case proceeds for ADR.

25. Settlement Conferences - Court Dispute Resolution

- (1) In order to minimise the costs of litigation and to promote early resolution of disputes, the court may, upon the request in writing by the parties or of its own motion, convene a Settlement Conference.
- (2) A Settlement Conference involves the use of either mediation or neutral evaluation. Neutral evaluation will be used for cases involving road traffic accidents and industrial accidents. Mediation will be used in other cases. More information on these two processes is available at the Subordinate Courts' website at <http://www.subcourts.gov.sg> under "Civil Justice Division, Court Dispute Resolution".
- (3) A request by parties for a Settlement Conference shall be made in Form 7 of Appendix B. The details of the case and the names of the law firms involved are to be stated on the form. The form is to be faxed to No: 65572187 for EFS cases and to No: 64380774 for non-EFS cases.
- (4) In order for Settlement Conferences to achieve their full potential, solicitors should request for Settlement Conferences only after pleadings have closed.
- (5) Solicitors for the respective parties to the proceedings will be required to submit to the Civil Division their Opening Statement in the same format as that prescribed by Part VII of these Directions not later than two clear days before the Settlement Conference.
- (6) The services of the Court Interpreters, where required, will be provided without charge.
- (7) As the Conference is conducted in chambers, the provisions of Order 90A of the Rules of Court (hearing fees) do not apply to Settlement Conferences.
- (8) Generally, only solicitors are required to attend Settlement Conferences for cases involving road traffic accident or industrial accidents. For all other cases, the parties to the proceedings and their respective principal solicitors must personally attend the Settlement Conference. They are expected to be thoroughly prepared to discuss their respective cases.

- (9) Where there are expert witnesses, these persons are also required to personally attend the Settlement Conference. Wherever necessary, applications for the issue of subpoenas to secure the attendance of such witnesses may be made to the Duty Registrar. In such cases, the application should be made well in advance of the Settlement Conference.
- (10) The Settlement Conference will be conducted on a without prejudice basis. All communication arising out of the Settlement Conference will be treated in strict confidence.
- (11) If the parties are unable to resolve their dispute at the Settlement Conference, the District Judge or Magistrate will give the necessary directions to enable the action to proceed to trial. The action will be tried by another Judge other than the District Judge or Magistrate conducting the Settlement Conference.
- (12) The Registrar shall have the discretion to appoint non-judicial officers such as legal assistants to conduct the Settlement Conference in actions arising out of collision on land where there are no claims for personal injuries and where the issues in dispute are factual and not issues of law.
- (13) For Settlement Conferences of road accident matters parties are to comply with the mediation guidelines at Appendix C.
- (14) A request for an adjournment of a Settlement Conference shall be made via Form 8 of Appendix B. The form shall be faxed to the PDRC no less than 3 working days before the actual CDR date. The fax no. is 65572187 for EFS cases and 64380774 for non-EFS cases.
- (15) It has also been observed that some parties have chosen to absent themselves repeatedly at Settlement Conferences convened upon their request, thereby depriving other parties of such available slots and the expeditious resolution of their disputes. In order to minimise such wastage of judicial time and resources, the Court may exercise its powers under Order 34A, Rule 2(3), of the Rules of Court to dismiss the action or proceedings or strike out the defence or counterclaim or enter judgment or make any such order it deems fit upon the repeated absence

of any party on a second or subsequent occasion a Settlement Conference is convened.

151C. Personal Injury Claims

(1) Compliance with Personal Injury Claims Pre-Action Protocol

- (a) In this paragraph, “personal injury claims” refer to all actions for personal injuries including motor vehicle accidents (“PIMA”) and industrial workplace accidents, but *excluding actions where the pleadings contain an allegation of a negligent act or omission in the course of medical or dental treatment* . For the avoidance of doubt, “personal injury claims” refer to claims for personal injury with or without an additional claim for property damage arising from the same accident.
- (b) Claimants in personal injury claims are to comply with the Pre-Action Protocol for Personal Injury Claims at Appendix FB before commencing court proceedings. The Court will require all parties to comply in substance and spirit with the terms of the protocol. A breach by one party will not exempt the other parties in the claim from following the protocol insofar as they are able.
- (c) In exercising its discretion as to costs, the Court will take cognisance of compliance with the protocol. If, in the opinion of the Court, non-compliance has led to the commencement of proceedings which might otherwise not have needed to be commenced, or has led to costs being incurred in the proceedings that might otherwise not have been incurred, the orders the Court may make include:
 - (i) an order disallowing a defaulting party his costs, or some part of his costs, even if he is the successful party;
 - (ii) an order that the defaulting party pay the costs of the proceedings, or part of those costs, of the other party or parties;
or
 - (iii) an order that the defaulting party pay those costs on an indemnity basis.
- (d) The Court will also take cognisance of compliance with the protocol in exercising its discretion when deciding the period of interest. Such orders may include:

- (i) an order awarding a successful party who has complied with the protocol interest from an earlier period ; or
- (ii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be.

(2) General Case Management for all Personal Injury Claims filed in Court

Court Dispute Resolution sessions for all personal injury claims

- (a) In *all personal injury claims* after a writ is filed, the Court will convene the first conference under Order 34A of the Rules of Court approximately 8 weeks after the filing of the memorandum of appearance by the defendant (or the first defendant, where there is more than one defendant), which would approximately correspond with the time for the close of pleadings. The Court will, as part of the conference, conduct a Court Dispute Resolution (CDR) session.
- (b) Where the parties are of the view that a CDR session would not be fruitful, they should write to the Primary Dispute Resolution Centre, at least 5 working days prior to the date of the CDR session, providing reasons for seeking a vacation of the CDR session.
- (c) At any time during a CDR session where the parties are agreeable to a settlement on the issue of liability or on both liability and quantum, the Court may enter interlocutory judgment or final judgment (as the case may be) or make such order to give effect to the settlement including an order for:
 - (i) payment of monies payable under the settlement within a specified time; and
 - (ii) filing of the notice of discontinuance of the claim and/or counterclaim (as the case may be) within a specified time after receipt of the said monies.
- (d) At any time during a conference, the Court may vary the automatic directions provided under Order 25, Rule 8 of the Rules of Court in appropriate circumstances to facilitate settlement of the dispute, pursuant to its powers under O 34A ,Rule 1(1) of the Rules of Court.

- (e) A failure to attend any conference may result in a dismissal of the action or interlocutory judgment being granted against the defaulting party under Order 34A, Rule 6 of the Rules of Court. Where interlocutory judgment is granted, the Court may make such orders or give such directions as it thinks fit for the assessment of damages.
- (f) Any judgment, order or direction made against an absent party may be set aside or varied by the Court pursuant to Order 34A, Rules 1(4) and 6(2) of the Rules of Court. However, any appeal against a judgment, order or direction made in proceedings where both parties were present should be made by filing a Registrar's Appeal under Order 55B of the Rules of Court.

Court Indications on Liability and Quantum

- (g) In CDR sessions for all personal injury claims, *except PIMA claims*, the Settlement Judge will provide an indication on *both liability and quantum* of the claim., Solicitors for all the parties should complete a "Quantum Indication Form" (see Form 9B), and submit the same to the Settlement Judge at the first CDR session.
- (h) In respect of PIMA claims, the Settlement Judge will provide an indication on liability as a matter of course. Solicitors for all parties should complete a "Liability Indication Form" (see Form 9A) and submit the same to the Settlement Judge at the first CDR Session. Solicitors have the option to ask the Settlement Judge for an indication on quantum, in addition to an indication on liability. Solicitors who wish to opt for an indication on quantum should obtain each other's consent before the CDR session, complete the Quantum Indication Form (i.e. Form 9B) and submit it to the Settlement Judge at the first CDR session.

Directions made after trial on liability or after entering interlocutory judgment by consent

- (i) To provide a more seamless transition between the trial on liability and the subsequent assessment of damages, the trial judge, after giving judgment on liability, will give the necessary directions for assessment of damages by the Registrar under Order 37 of the Rules of Court. In such cases, solicitors should complete a "Form for Application for

Directions under Order 37” (See Form 9C) and submit it to the trial judge after judgment on liability is given. Solicitors who require any subsequent variation of these directions should file the necessary application with the Civil Registry for further directions.

- (j) Similarly, where solicitors have recorded a consent interlocutory judgment before a Settlement Judge during CDR or before a registrar, the Court would also give the necessary directions under Order 37 of the Rules of Court. Solicitors should also complete the “Form for Application for Directions under Order 37” (i.e. Form 9C) and submit it to the Court upon the recording of a consent interlocutory judgment.
- (k) In addition, where an indication on quantum was not given earlier in a CDR session, the trial judge shall, with the consent of parties, give an indication on quantum after delivery of judgment or after the parties have agreed on liability. In such cases, solicitors should prepare the Quantum Indication Form (i.e. Form 9B) and submit it to the trial judge.

Forms

- (l) Soft copies of the “Liability Indication Form” (Form 9A), “Quantum Indication Form” (Form 9B) and “Form for Application for Directions under Order 37” (Form 9C) may be downloaded at <http://www.subcourts.gov.sg> under Civil Justice Division, Court Dispute Resolution.

APPENDIX A

PRACTICE DIRECTIONS ISSUED TO AMEND THE SUBORDINATE COURTS PRACTICE DIRECTIONS (2006 ED.)

As at 5 April 2011

The following Practice Directions are issued to amend The Subordinate Courts Practice Directions (2006 Ed.):

1. ePD 1 of 2006 Change to Mode of Commencement of Matrimonial Proceedings
2. ePD 2 of 2006 Amendment of Originating Processes, Pleadings and Documents
3. ePD3 of 2006 (1) Amendments to the Rules of Court
(2) Pre-action Protocol for Medical Negligence Claims
4. ePD1 of 2007 Interest on Judgments, Costs and under Order 30, Rule 6(2)
5. ePD2 of 2007 Request for Digital Audio Recording and Transcription Service
6. ePD3 of 2007 Service, Adjournment/Vacation, Attendance before Duty Registrar & Affidavits for Ancillary Matters Hearing
7. ePD4 of 2007 Transfer of Matrimonial, Divorce and Guardianship of Infants Proceedings, and Proceedings Pursuant to Section 17A(2) of the Supreme Court of Judicature Act (Cap. 322) to the District Court

8. ePD1 of 2008 (1) FIDREC Pre-action Protocol for the Management and Resolution of Low-value Non-Injury Motor Accident Claims
(2) Expedited Writ Track
9. ePD2 of 2008 Applications for Grants of Probate or Letters of Administration in respect of Deaths occurring on or after 15 February 2008
10. ePD1 of 2009 Discovery and inspection of electronically stored documents
11. ePD2 of 2009 Removal of requirement to submit the original death certificate and inheritance certificate pursuant to the electronic filing of the originating summons; and removal of reference to the caveat book and substitution of term of reference in accordance with Order 71 rule 5(2A)
12. ePD3 of 2009 Uncontested Matrimonial Proceedings under Part X of the Women's Charter (Cap 353, 1997 Revised Edition) where Attendance of Counsel and Parties may be Dispensed With.
13. ePD1 of 2010 Transfer of Mental Capacity Proceedings to the District Court.
14. ePD2 of 2010
 - i. Changes to Status Conference & Pre-Trial Conference Processes in Proceedings in the Family Court
 - i. Alternative Dispute Resolution (ADR) Form for Summons for Directions Hearing Pursuant to Order 25
15. ePD3 of 2010 (1) Substituted Service
(2) Use of electronic and other devices
16. ePD4 of 2010 Uncontested Matrimonial Proceedings under Part X of the Women's Charter (Cap 353) Where Attendance of Counsel and Parties May Be Dispensed With

17. ePD 5 of 2010 Mental Capacity Proceedings
18. ePD1 of 2011 Transfer of Proceedings under the International Child Abduction Act 2010 to the District Court
19. ePD2 of 2011 Compliance with Personal Injury claims Pre-action Protocol; General case management for all Personal Injury claims in court; and Amendments relating to management of Non-Injury Motor Accident Claims

Form 6A

ALTERNATIVE DISPUTE RESOLUTION (ADR) FORM

The Subordinate Courts regard Alternative Dispute Resolution (ADR) as crucial in the efficient and cost-effective resolution of disputes. Early identification of cases is essential to help the parties save costs and improve settlement prospects. To assist in this regard, this form should be completed by you and your client before your Summons for Directions hearing. Information concerning ADR is provided on the second page of this form.

This section is to be completed by solicitors

Case number	MC/DC* _____ / _____ (year)	
SFD number	SUM _____ / _____ (year)	
Nature of claim	Tort	<input type="checkbox"/> Defamation <input type="checkbox"/> Medical Negligence <input type="checkbox"/> Others (specify): _____ _____
	Contract	<input type="checkbox"/> Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Supply of Goods & Services <input type="checkbox"/> Others (specify): _____ _____
	Others (specify)	
Value of claim	\$ _____ / Damages to be assessed*	
Projected length of trial	_____ days	
Number of witnesses	Plaintiff	
	Defendant	
	Third Party	

Signature of solicitor

Name of solicitor for Plaintiff/Defendant*:

Law Firm:

Date:

**Delete where inapplicable*

This section is to be read by your client

Mediation in the Subordinate Courts

Mediation is a mode of resolving disputes in which a neutral third party – the mediator – assists the parties in negotiating a possible settlement to their disputes without going to trial. Unlike a judge, the mediator does not determine who is at fault in the dispute. Instead, the focus in mediation is on moving forward in a way that meets the disputing parties’ underlying concerns. Mediation services for civil disputes in the Subordinate Courts are provided by the Primary Dispute Resolution Centre. More information can be found at <http://www.subcourts.gov.sg> under the “Quick links – Court Dispute Resolution”. Some of the benefits of mediation are as follows:

FACTORS	MEDIATION	TRIAL
Control over outcome	Parties have <i>full control</i> over the outcome of mediation as they make their own decisions with the help of the mediator.	Parties <i>give up control</i> to a judge who will listen to the evidence and make a decision that binds the parties.
Focus on the past or present	The main focus is on resolving the dispute through finding a solution for <i>the future</i> .	The main focus is on <i>the past</i> to allocate blame.
Cost	<i>No court fees are charged</i> for mediation sessions in the Subordinate Courts. When a case is settled at mediation, the parties save legal costs that would be incurred in going for trial.	The <i>court hearing fees</i> after the first day of trial are at least S\$250 per day. Apart from court hearing fees, parties have to incur <i>legal fees</i> in hiring lawyers to go for a trial.
Flexibility	There is <i>more flexibility</i> in the outcome of mediation. The mediator and the parties are not bound by formal legal rules or procedure.	A court trial by comparison is <i>more formal</i> . There has to be strict adherence to court procedures and existing legal principles.
Confidentiality	Mediation proceedings are <i>fully private and confidential</i> . Discussions are not revealed in court in the event that mediation is unsuccessful and the dispute is heard in court.	Court hearings are <i>open to the public</i> .
Time	<i>Usually short</i> . Most disputes are resolved within three or fewer sessions.	<i>Usually longer by comparison</i> . Trials can be long due to the tedious processes of fact-finding.

The Law Society Arbitration Scheme (LSAS)

Arbitration is another mode of resolving a dispute without going to trial in court. Arbitration resembles a trial because there will be a determination of who is at fault in a dispute. However, the decision is made by a private individual, the arbitrator, instead of a judge.

Since 2007, the Law Society of Singapore has been providing the LSAS for parties to resolve their dispute through arbitration in a speedy and cost-effective way. Under the Law Society Arbitration Rules, parties can expect the arbitration to be heard and an award published within 120 days from the commencement of arbitration. The parties are also free to choose their own arbitrator. If they are unable to agree, the Law Society facilitates the appointment of arbitrators who will then be remunerated according to the LSAS Scale Fees.

The Law Society periodically reviews the LawSoc Arbitration Rules to make them more user-friendly and cost-effective. More information concerning fees and details of the scheme can be found at <http://www.lawsociety.org.sg/lsas>.

This section is to be completed by your client

1. This is to certify that my solicitor has explained to me the available alternative dispute resolution (ADR) services, and I am aware of the benefits of settling my case by alternative dispute resolution.
2. My decision concerning ADR is as follows:
(Please tick the relevant boxes.)

MY DECISION	Mediation	LSAS
I consent to being referred for:	<input type="checkbox"/>	<input type="checkbox"/>
I wish to consider the views of a judge on the suitability of my case for ADR before deciding to attempt:	<input type="checkbox"/>	<input type="checkbox"/>
I do not want to attempt:	<input type="checkbox"/> Reason(s) for not attempting mediation: _____ _____ _____ _____	<input type="checkbox"/> Reason(s) for not attempting LSAS: _____ _____ _____ _____

Signature of Plaintiff/Defendant*

Name:

Date:

** Delete where inapplicable.*

Form 7

REQUEST FOR CDR

Download form from: www.subcourts.gov.sg/practice_direction.htm

Strictly for Primary Dispute Resolution Centre (PDRC) application (not for ADCDR).

Incomplete forms will be rejected.

Date: _____

Case No: MC/DC(Please circle) _____ / _____ (Year)

3. Type of Case (please circle appropriately):

- TORT (a) Road Accident – involving personal injury/property damage/death
(b) Industrial Accident
(c) Others (please specify) _____

- CONTRACT (a) Construction/ Renovation/Supply of Goods & Services.
(b) Others (please specify) _____

OTHERS : For Clarification /Costs Indication / Enter Judgment etc.

Remarks : _____

4. Quantum of claim _____ Claim is more/less* than \$5,000

5. Has matter been fixed for CDR before? YES/NO*
If yes please indicate: a) date : _____ b) whether any indication given: _____

6. Details of Law firms

Plaintiff's Solicitors' firm: _____
Solicitor in charge: _____
Tel No: _____
Fax No: _____
Ref No: _____
Email : _____
Unsuitable dates: _____

Defendant's Solicitors' firm: _____
Solicitor in charge: _____
Tel No: _____
Fax No: _____
Ref No: _____
Email: _____
Unsuitable dates: _____

3rd Party's Solicitors' firm (if any): _____ Remarks (if any):
Solicitor in charge: _____
Tel No: _____
Fax No: _____
Ref No: _____
Unsuitable dates: _____

7. All relevant parties have been joined in this action. Pleadings have closed and parties have exchanged or will exchange the relevant documents in good time well before the 1st CDR session.

8. Consent for CDR has been obtained from all relevant parties. YES/NO* (not applicable to NIMA and PI cases).

Signature of Solicitor

Name of Requesting Law Firm (Please use law firm's stamp)

* Delete where inapplicable

** Please inform the e@dr/Primary Dispute Resolution Centre of any change of fax number

COURT'S DIRECTION (This part is for PDRC use only.)

THE CDR IS SCHEDULED FOR _____ AT _____ (am/pm)

Remarks : _____

Date: _____ Name & DID : _____ For Director, PDRC.

Form 8

REQUEST FOR ADJOURNMENT OF CDR

(BY-CONSENT ADJOURNMENT)	
Case Number DC/MC _____ of _____ CDR Date _____ at Chamber _____	
Your reference (state P.C/D.C) _____ Date of Application: _____	
Other party's reference (P.C/D.C/T.P.C) _____	
<p>(A) For adjournment applications</p> <p><i>(To circle the relevant parts / delete the irrelevant parts)</i></p>	<p>(i) I confirm that all parties are agreeable to the adjournment, and that this is the ___ CDR <i>(state number of previous CDRs)</i></p> <p>(ii) I confirm that the CDR Judge in charge has not directed that there be no further adjournments on this matter.</p> <p>(iii) I confirm that this application is not necessitated by a failure of any party to obtain instructions.</p>
<p>(B) Reasons for applying for adjournment:</p> <p><i>(please circle the relevant parts / delete the irrelevant parts <u>and</u> fill in the necessary information)</i></p>	<p>(i) Parties need more time for negotiations. State-</p> <p>(a) P/D made offer of \$ ____/____% on _____;</p> <p>(b) P/D made counter offer of \$ ____/____% on _____.</p> <p>(ii) Pending applications /documents/police action/checking on relating suit (MC/DC _____).</p> <p>(iii) The Defendant has commenced / intends to commence Third Party Proceedings.</p> <p>(iv) Solicitor is involved in High Court / Subordinate Courts Suit /MC / DC _____ on / from _____</p> <p>(v) Lawyer is away on In-Camp Training / Overseas / on Medical Leave (please delete as necessary) till [_____].</p> <p>(vi) Party / Witness unable to attend because:- _____</p>
(C) Unsuitable dates	
(D) Judicial Officer's Directions	<p>(i) Application for adjournment approved. For Mention/CDR on _____ / _____ / 20__</p> <p>(ii) This is the final adjournment.</p> <p>(iii) No further adjournments for this case.</p> <p>(iv) Other directions _____</p>
(E) Applicant's information	<p>(i) Name of applying solicitor and law firm: _____</p> <p>DID & Fax No. _____</p> <p>(ii) _____</p>

Chain Collision Accident Summary for CDR

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

<i>Lawyer/Law Firm:</i> <i>Stopped in time</i> Y / N <i>Alleging Prior collision</i> Y / N <i>Photos available</i> Y / N <i>Felt ___impacts from behind</i> <i>Other Facts:</i>	Vehicle. No: Party:	<i>Lawyer/Law Firm:</i> <i>Stopped in time</i> Y / N <i>Alleging Prior collision</i> Y / N <i>Photos available</i> Y / N <i>Felt ___impacts from behind</i> <i>Other Facts:</i>
	Vehicle. No: Party:	
<i>Lawyer/Law Firm:</i> <i>Stopped in time</i> Y / N <i>Alleging Prior collision</i> Y / N <i>Photos available</i> Y / N <i>Felt ___impacts from behind</i> <i>Other Facts:</i>	Vehicle. No: Party:	<i>Lawyer/Law Firm:</i> <i>Stopped in time</i> Y / N <i>Alleging Prior collision</i> Y / N <i>Photos available</i> Y / N <i>Felt ___impacts from behind</i> <i>Other Facts:</i>
	Vehicle. No: Party: :	
<i>Lawyer/Law Firm:</i> <i>Stopped in time</i> Y / N <i>Alleging Prior collision</i> Y / N <i>Photos available</i> Y / N <i>Felt ___impacts from behind</i> <i>Other Facts:</i>	Vehicle. No: Party:	<i>Lawyer/Law Firm:</i> <i>Stopped in time</i> Y / N <i>Alleging Prior collision</i> Y / N <i>Photos available</i> Y / N <i>Felt ___impacts from behind</i> <i>Other Facts:</i>
	Vehicle. No: Party: :	

Form 9B

NOTE: Actual form is in landscape orientation and may be downloaded at <http://www.subcourts.gov.sg>

QUANTUM INDICATION FORM			
PORTION TO BE COMPLETED BY SOLICITORS			PORTION FOR JO
Case No: DC / MC _____ of _____		Interlocutory Judgment entered at _____% in Plaintiff's favour	
Nature of Claim: PIMA/IA/ _____		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 _____		
2.	Nature of Injury: Pg. _____ of medical report by _____		
3.	Nature of Injury: Pg. _____ of medical report by _____		

<p>(II) Loss of future earnings / Loss of earning capacity</p>	<p>Multiplier: _____ Multiplicand: _____</p> <p>Plaintiff's pre-accident age / occupation / salary: _____</p> <p>Plaintiff's current age / occupation / salary: _____</p>	<p>Multiplier: _____ Multiplicand: _____</p>	
<p>(III) Loss of Dependency</p>	<p>(State dependents' age / relationship to the Deceased and the proposed multiplier and multiplicand)</p>	<p>(State the proposed multiplier and multiplicand for each Dependent)</p>	
<p>(IV)</p> <hr/> <p><i>(other items of claim)</i></p>			
<p>(V)</p> <hr/> <p><i>(other items of claim)</i></p>			

Form 9C

APPLICATION FOR DIRECTIONS UNDER O37– FOR PERSONAL INJURY CLAIMS					
Note: Additional prayers (if any) may be listed in a separate sheet of paper to be attached to this form.					
Case number: DC / MC _____ of _____ Nature of Claim: PIMA / IA / _____ Date (dd/mm/yy) : ___/___/___	In Chambers before me:- Deputy Registrar				
Directions Sought For By The Plaintiff:- (To be completed by the Plaintiff's Counsel)	Defendant Counsel's proposal		Court Orders:- OIT as per		
	Consent (√)	Proposed Alternative timelines	as per PC's proposal	as per DC's proposal	as per dates below
Prayer 1 – Discovery					
<input type="checkbox"/> List of documents and affidavit verifying list of documents to be filed and served within 2 weeks / _____ weeks i.e. by ___/___/___.		____ weeks i.e.by ___/___/___			
<input type="checkbox"/> By consent, parties agree to dispense with affidavit verifying list of documents.					
<input type="checkbox"/> Inspection to be done within 3 weeks / _____ weeks i.e. by ___/___/___.		____ weeks i.e. by ___/___/___			
Prayer 2 – AEICs					
<input type="checkbox"/> Plaintiff's witnesses limited to _____ witness(es) of fact and _____ expert witnesses.					
<input type="checkbox"/> Defendant's witnesses limited to _____ witness(es) of fact and _____ expert witnesses.					
<input type="checkbox"/> Parties to exchange AEICs of all witnesses within 8 weeks / _____ weeks i.e. by ___/___/___. <i>(Note: AEICs should be filed and served for cases involving litigants-in-person)</i>		____ weeks i.e.by ___/___/___			
<input type="checkbox"/> By consent, AEICs of medical experts shall be dispensed with. The evidence of the medical experts shall be given in the form of their respective medical reports to be exchanged within 8 weeks / _____ weeks i.e. by ___/___/___.		____ weeks i.e.by ___/___/___			
<input type="checkbox"/> Parties to file and serve Notice of Objections to AEICs within 9 weeks / _____ weeks i.e. by ___/___/___		____ weeks i.e. by ___/___/___			
Prayer 3 – NOAD					
<input type="checkbox"/> Plaintiff to file and serve Notice of Appointment for Assessment of Damages for _____ days of hearing within 10 weeks / _____ weeks i.e. by ___/___/___.		____ weeks i.e.by ___/___/___			
Prayer 5 – Costs					
<input type="checkbox"/> Costs reserved to the Registrar.					
Other prayers					
<input type="checkbox"/> Order of Court with the names of the witnesses to be extracted within 3 weeks from the date of the Order i.e. by ___/___/___.					

APPENDIX C

MEDIATION GUIDELINES FOR ROAD TRAFFIC ACCIDENT CASES AT THE PRIMARY DISPUTE RESOLUTION CENTRE AT THE SUBORDINATE COURTS

1. Introduction

1.1 The Primary Dispute Resolution Centre (PDRC) at the Subordinate Courts provides a Court Dispute Resolution (CDR) service for mediation of court actions including claims arising from road accidents.

2. Benefits of CDR

2.1 Parties using the CDR service save time and costs as the dispute can be resolved with the help of a settlement Judge at an early stage without trial.

3. Pre-requisites for CDR

3.1 Lawyers should write in for a CDR date only after:

- (a) the close of pleadings;
- (b) all the relevant parties have been joined in the action; and
- (c) the parties have exchanged the following documents to enable their lawyers to assess the evidence and render advise:
 - (i) Property Damage Claims
 - I. GIA reports or police reports, including a sketch plan.
 - II. Police investigation result with sketch plan and damage report (if applicable)
 - III. Type-written transcripts of all persons involved in the accident.
 - IV. Repairer's bill and evidence of payment.
 - V. Surveyor's report.
 - VI. Excess bill/receipt.
 - VII. Vehicle registration card.

- VIII. COE/PARF certificates.
- IX. Names and addresses of witnesses.
- X. Photographs of damage to all vehicles.
- XI. Photographs of accident scene.
- XII. Invoice and receipt for rental of alternative vehicle.
- XIII. Supporting documents for all other expenses claimed (if any).

(ii) Personal Injury Cases

- I. Medical and Specialist Reports.
- II. Medical Bills and Receipts.
- III. Quantification of special damages;
- IV. general damages, including loss of earning capacity and/or loss of future earnings (with IRA8 forms evidencing the same, salary pay slips and employer's letter) and authorities to substantiate quantum of general damages claimed;
- V. Photographs of injuries; and
- VI. Additional information for fatal claims – Grant of Letters of Administration or Probate, bill for funeral expenses and costs of LA or Probate. For liability determinations in such cases, Notes of Evidence in the Coroner's Inquiry and the State Coroner's Findings and Verdict should be included.

3.2 The plaintiff's lawyer sometimes requests for CDR to compel the defendant into action. Where there is a chain collision, the defendant may want to join a third party. Before writing for CDR, the plaintiff's lawyer should write to the defendant's lawyer to ask if the defendant will be joining a third party to the action and also inform the defendant's lawyer that if there is no reply in 3 weeks, it will be assumed that there will be no third party proceedings. Lawyers should

not request for CDR until after the third party has been joined and all the relevant documents have been exchanged.

4. Preparation for CDR

4.1 To optimise the CDR sessions, it is essential that lawyers be well prepared and familiar with their cases. This also applies to duty lawyers assigned by their firms to deal with the firm's cases on a particular day. Duty lawyers must receive their files in good time and with clear instructions from the lawyer in charge so that they can familiarise themselves with the cases, understand the basis of instructions (i.e. why a certain position is taken) and to act on them (e.g. to convey the clients' offer on quantum or liability to opposing counsel). Duty lawyers must after the CDR session, ensure that they convey to the lawyer in charge, the rationale for the settlement Judge's indication, the discussion at CDR sessions, and the follow-up action to be taken before the date of the next CDR session.

5. CDR Session

5.1 During the first CDR session, the Settlement Judge will provide an indication on liability. Solicitors for all the parties should complete a "Liability Indication Form" (see Form 9A) and submit the same to the Settlement Judge during the first CDR session.

5.2 In respect of PIMA cases, solicitors have the option to request for an indication on quantum, in addition to an indication on liability. Solicitors who wish to opt for an indication on quantum should obtain each other's consent before the CDR session, and be prepared with the Quantum Indication Form (i.e. Form 9B) and submit the same to the Settlement Judge.

5.3 To facilitate CDR, lawyers should ensure that they brief their clients thoroughly on all the relevant aspects of the case, inform their clients quickly on the outcome of the CDR session where indications of liability and/or quantum are given, get

clients' instructions and mandate and discuss options with the lawyer for the other parties before the next CDR session.

6. Number of CDR sessions for road accident cases

6.1 The PDRC will, for all future cases, restrict the number of CDR sessions for road accident cases (without personal injuries) to 3 sessions with an additional session allowed in exceptional cases where there is good reason.

7. Help and Co-operation of Insurers in facilitating Mediation

7.1 Insurers play a key role in the success of mediation. CDR sessions are intended for substantive discussion of the issues. A CDR is futile and unproductive if:

7.1.1 parties have not exchanged the relevant documents (see Annex A) well before the CDR session to facilitate assessment and discussion of options;

7.1.2 one or more of the lawyers for the parties have not received or are still taking client's instructions; or

7.1.3 parties are still negotiating or are awaiting instructions or mandate upon a counter-offer.

7.2 Documents

Insurers can help by ensuring that all documents requested by their lawyers are quickly sent to their lawyers in good time for exchange between parties before CDR. Insurers should also check that all documents needed for consideration of their claim are ready. If any *additional* documents apart from those at Annex A are required, this must be made known to the other party well before the CDR date. If a re-survey is required, re-survey must be conducted and the report exchanged before parties proceed for the first CDR session.

7.3 Instructions

It is *very* important that insurers give *full* and *complete* instructions before their lawyer attends the CDR. Lawyers must inform their clients of the outcome of a CDR session quickly and remind their clients to revert with their instructions well

before the next CDR session. The instructions or mandate should be given early to enable the other party to consider your position or proposal and respond before the next CDR date.

7.4 *Practices to facilitate CDR*

7.4.1 The claims manager or executive to be briefed by the insurer's lawyer on the facts, the insurer's case, as well as the case for the other party before a CDR session.

7.4.2 After evaluation of the documents and reports, the claims manager or executive to give a mandate to the insurer's lawyers. The mandate could be in a range – e.g. – '65-70%', or 'to contribute 30-35% for the chain collision'. Reasons should be given for a position taken so that the lawyer can inform the Settlement Judge of the basis for the mandate. E.g. 'we are relying on the statements of the independent witnesses here', 'the plaintiff has been charged for inconsiderate driving' or 'the photographs suggest that this is a side-swipe'.

7.4.3 As CDRs will be confined to a single session for liability indication and only a second session for CDR mediation, insurers are to have claims managers or executives empowered to approve, negotiate or compromise claims on standby on the date and time of the CDR. These officers should be contactable during that day.

7.5 Insurers sometimes insist on tying the issues of liability and quantum, i.e. that agreement on liability is *contingent* on quantum being settled at a particular sum. If parties are able to agree on the issue of liability but not quantum, parties should allow an *Interlocutory Judgment* to be recorded for liability and let their claim for quantum proceed for assessment of damages. A hearing to assess damages is far less costly than a full trial.

8. **Scheduling of CDR sessions**

8.1 To facilitate the handling of cases, the PDRC has reserved Monday and Wednesday for road accident cases. CDR sessions for non-road accident cases will be held on Tuesday, Thursday and Friday. Law firms handling large volumes of road accident cases will be given a special bloc of time to better manage and co-ordinate the hearing of their cases.

9. Adjournments

9.1 An adjournment of a CDR session will be granted only for good reason e.g. the lawyer is engaged in a trial or other hearing in the High Court or the Subordinate Courts, is away on reservist training, overseas, or on medical leave; or the party or his witness, if asked to attend, is out of the country or otherwise unavailable for good reason.

9.2 A CDR session from which one or all parties are absent without good reason will be counted as one CDR session.

9.3. Direct Adjournment Applications

9.3.1 Counsel need not attend before the Settlement Judge handling the case to seek by-consent adjournments if they satisfy the following conditions:

- (a) There are 3 or less CDRs prior to the application;
- (b) The Settlement Judge has not directed that there be no further adjournments or further direct adjournments;
- (c) The adjournment is not based on the grounds that parties are unable to obtain instructions; **and**
- (d) The adjournment is based on one of the following grounds:
 - (i) Parties require more time for negotiations. Solicitors must update on negotiations by annotating the specific offer on the application form;
 - (ii) Parties are awaiting the results of police action or medical or re-inspection reports or are checking on related suits;
 - (iii) Not all the parties have been added;

- (iv) Solicitor is involved in another suit;
- (v) Solicitor is away on ICT / Overseas / Medical leave;
- (vi) Party / Witness is unable to attend.

9.3.2 Where the conditions in the preceding paragraph are satisfied, parties may submit an Adjournment Form (See Form 8) to the registry staff at the PDRC Administration Counter on the day of the CDR itself. The application will be vetted and handled administratively by the court staff. The court staff will provide a tentative return date to counsel whose applications fulfil the conditions in the preceding paragraph. If the conditions have not been met, the court staff will direct applicants to attend before the Settlement Judge personally.

9.3.3 Court staff will collate the applications for final approval by the Settlement Judge. Where the Settlement Judge disapproves of the application, the PDRC registry will notify the parties by fax within 3 days' of the Direct Adjournment Application, otherwise, the tentative return date is deemed approved.

Annex B

Pre-action Protocol for Non-Injury Motor Accident Cases

1. Application

- 1.1 The object of this protocol is to describe reasonable conduct for non-injury motor accident claims. 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.
- 1.2 This protocol only governs conduct from the time a claimant decides to file a non-injury motor accident claim in court. Prior to such time, parties are at liberty to correspond or negotiate with opposing parties in any manner they see fit.
- 1.3 This protocol does not affect any privilege that may apply to communication between parties undertaken in compliance with it.

2. Letter of Claim

- 2.1 The claimant must send a letter of claim (see Form 4) each to the potential defendant and his insurer. Where, for example, there is a multi-party collision, and the claimant wishes to join more than one defendant, he must send the letter of claim to each of the potential defendants and their insurers. The letter of claim must set out the full particulars of his claim and enclose a copy each of all relevant supporting documents, where available, such as:
 - 2.1.1 GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan;
 - 2.1.2 Repairer's bill and evidence of payment;
 - 2.1.3 Surveyor's report;
 - 2.1.4 Excess bill/receipt;

- 2.1.5 Vehicle registration card;
 - 2.1.6 COE/PARF certificates;
 - 2.1.7 Names and addresses of witnesses;
 - 2.1.8 Original or coloured copies of scanned photographs of damage to all vehicles;
 - 2.1.9 Original or coloured copies of scanned photographs of accident scene;
 - 2.1.10 Rental agreement, invoice and receipt for rental of alternative vehicle (if any);
 - 2.1.11 Correspondences with the potential defendant's insurers relating to inspection of the claimant's vehicle prior to the commencement of repairs (if any);
 - 2.1.12 Supporting documents for all other expenses claimed (if any).
- 2.2 The claimant must also state in his letter of claim whether he had notified the potential defendant's insurer of the accident and allowed the insurer an opportunity to inspect the damage to his vehicle prior to the commencement of repairs ("pre-repair inspection"). If, to the claimant's knowledge, the potential defendant's insurer had waived the requirement for pre-repair inspection of the vehicle, he should state so accordingly in the letter of claim.
- 2.3 The letter of claim must also expressly advise 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 the parties are to be copied to the other parties. The letters to the potential defendants are to be sent by way of certificate of posting. The letters to insurers are to be sent by way of A.R. Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).
- 3. Defendant's response**
- 3.1 References to "the potential defendant" hereafter shall mean the potential defendant if he is not claiming under his insurance policy, or to his insurer if he is claiming under his policy.

- 3.2 If, after receipt of the letter of claim, the potential defendant wishes to inspect the claimant's vehicle or to conduct a second inspection, a request for such inspection should be made to the claimant within 7 days of receipt of the letter of claim. If the potential defendant had earlier waived the opportunity for pre-repair inspection, he shall state in the letter of request why an inspection is sought or, why a second inspection is required, as the case may be.
- 3.3 The potential defendant must reply (see Form 5) to the claimant within 14 days from receipt of the letter of claim. If he is ready to take a position on the claim, he should state his position. If not, he should first send an acknowledgement. If a reply is not received by the claimant within the requisite 14 days, the claimant may commence proceedings without any sanction by the court.
- 3.4 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 (on both liability and quantum), stating the potential defendant's position on the claim, for example whether the claim is admitted or denied or making an offer of settlement. If the claim is not admitted in full, the potential defendant must give reasons and send copies of all relevant supporting documents. If the insurer is the party replying to the claimant, the reply should 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.
- 3.5 If the potential defendant has a counterclaim, he is to 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 is to 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 defendant has already furnished particulars in a separate letter of claim, he need only refer to that letter of claim in his reply.

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

4. Third parties

4.1 Where a potential defendant wishes to bring in a third party, he must inform the claimant by letter within 14 days together with his acknowledgement of receipt of the claimant's letter of claim. The potential defendant is also to 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 advise 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 is to be copied to the claimant.

4.2 The protocol set out in paragraphs 2 and 3 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, the potential defendant.

5. Fourth parties

5.1 Paragraph 4 shall with the necessary changes apply to fourth party proceedings and so on. All correspondence between the parties are to be copied to all the other parties involved in the accident.

6. Potential defendant to bear claimant's loss of use arising from pre-repair inspection

6.1 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 notification of the accident until the date the claimant is notified in writing

(a) that the pre-repair inspection is completed and he may proceed to repair his vehicle; or

(b) that the potential defendant is waiving the requirement for pre-repair inspection and he may proceed to repair his vehicle

as the case may be, inclusive of any intervening Saturday, Sunday or public holiday. The notification regarding the completion or waiver of pre-repair inspection must be given to the claimant not more than 2 working days from the date of receipt of the claimant's notification of the accident, excluding Saturdays, Sundays and public holidays.

6.2 Where a potential defendant fails to respond to the claimant within 2 working days of receipt of the notification of accident as to whether he wishes to carry out or waive a pre-repair inspection, 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.

6.3 For avoidance of doubt, compensation payable to the claimant for loss of use in the instances enumerated in paragraphs 6.1 and 6.2 above is additional to any other claim for loss of use which the claimant may make against the potential defendant.

7. Negotiation

7.1 After all the relevant information and documents have been exchanged, the parties should negotiate with a view to settling the matter at the earliest opportunity. Litigation should not be commenced prematurely if there are reasonable prospects

for a settlement. 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 3.3 applies, the claimant must give 10 clear days' notice, by letter (see Form 6), to the potential defendant of his intention to proceed with a writ. He is also to inform the potential defendant of the names of all the parties he is suing.

8. Pre-action costs

8.1 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 would have incurred legal costs. A guide to the costs to be paid is as follows:

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

9. Costs sanctions in relation to pre-repair inspection

9.1 Where the claimant has without good reason repaired or caused repairs to be carried out to his vehicle without first notifying the potential defendant of the accident or without giving the potential defendant an opportunity to conduct a pre-repair inspection during the next 2 working days excluding Saturdays, Sundays and public holidays following the notification, then on account of the omission, the court may impose sanctions as to costs against the claimant.

9.2 Where the potential defendant disputes the damage to the claimant's vehicle and/or requests for an inspection of the claimant's vehicle after he had without good reason waived the requirement for a pre-repair inspection, the court may impose sanctions as to costs against the potential defendant.

10. Early agreement on liability

10.1 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 is to file a writ endorsed with a simplified statement of claim (see Form 7). Within 14 days after the memorandum of appearance is served, the plaintiff must take out a summons in Form 46A, in accordance with Order 25, rule 1A, Rules of Court.

11. Pre-action Protocol Checklist wherever litigation necessary

11.1 Where litigation is to commence, the claimant is to file, together with his writ of summons, a Pre-action Protocol Checklist (see Form 8) duly completed.

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 inspection of our client's vehicle was carried out by your insurer on [date]] [to the best of our knowledge, your insurer had waived the requirement for pre-repair inspection].*

[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 of this letter 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.)

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.

or

On a without prejudice basis, we offer to settle your/your client's claim on the following terms:

[Set out the offer]

Yours faithfully,

cc [Other defendants and their insurers]

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]

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.

Pre-action Protocol Checklist

(To be filed with Writ of Summons)

1. Has the defendant or his insurer acknowledged receipt of the plaintiff's letter of claim?

Ans. Yes/No.

2. Have attempts been made to settle the matter?

Ans. Yes/No.

If no, please give reasons.

3. Is the question of liability agreed?

Ans. Yes/No.

4. Is the question of quantum agreed?

Ans. Yes/No.

5. Has the defendant indicated that he has a counterclaim?

Ans. Yes/No.

6. The following documents/information have been exchanged between the plaintiff and the defendant (please tick accordingly):

GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan.

Repairer's bill and evidence of payment.

- Surveyor's report.
- Excess bill/receipt.
- Vehicle registration card.
- COE/PARF certificates.
- Names and addresses of witnesses.
- Photographs of damage to all vehicles.
- Photographs of accident scene.
- Invoice and receipt for rental of alternative vehicle.
- Whether the insurer has been notified of the accident and allowed to carry out a pre-repair inspection of the claimant's vehicle.

Remarks (if any)

7(a) Did the accident involve a chain collision or more than 2 vehicles?

Ans. Yes/No.

7(b) If yes, has the defendant indicated that he intends to bring in a third party?

Ans. Yes/No.

7(c) If yes, has the third party indicated that he intends to bring in a fourth party?

Ans. Yes/No.

7(d) Were there any other parties involved in the accident?

Ans. Yes/No.

If yes, please provide details.

APPENDIX FB

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 claims relating to motor vehicle accidents and industrial workplace accidents, but excluding medical negligence claims. . For the avoidance of doubt, the protocol also applies to claims for personal injury with or without an additional claim for property damage arising from the same accident.
- 1.3 Any reference to an “insurer” in this protocol refers to an insurer that is known or could be reasonably known to the plaintiff’s solicitors.
- 1.4 In the interest of saving time and costs, parties are expected to comply in substance and spirit with the terms of this protocol. In exercising its discretion and powers as to costs as well as under section 116 of the Evidence Act (Cap.97), the court will have regard to compliance with this protocol or lack thereof.
- 1.5 This protocol only governs conduct from the time a claimant decides to file a personal injury claim in court. Prior to such time, parties are at liberty to correspond or negotiate with opposing parties in any manner they see fit.
- 1.6 This protocol does not affect any privilege that may apply to communication between parties undertaken in compliance with it.

2. Letter of Claim

2.1 The claimant must send a letter of claim (Form 1) each to the potential defendant and his insurer notifying them of the claimant's intention to seek damages for his injuries. Where, for example, there is a multi-party collision, and the claimant wishes to join more than one defendant, he must send the letter of claim to each of the potential defendants and their insurers.

2.2. 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 any injuries;
- (c) An estimate of the claimant's 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 and Ministry of Manpower; and
- (f) The results of any prosecution or court case in relation to the same accident, including the State Coroner's verdict, where available, in cases where the claimant has passed away.

2.3 The claimant must also in the letter of claim, offer the potential defendant and his insurer an opportunity to appoint his own medical expert to examine the claimant. If the claimant is non-resident in Singapore, the letter of claim shall 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 and his insurer an opportunity

to arrange for medical re-examination of the claimant prior to his departure from Singapore.

2.4 The claimant must enclose with his letter of claim a copy each of all relevant supporting documents, where available, such as:

2.4.1 For motor vehicle accident cases:

- (a) GIA reports and police reports, together with type-written transcripts of all persons involved in the accident;
- (b) Police sketch plan and if unavailable, the claimant's sketch of the accident;
- (c) Results of police investigations or outcome of prosecution for traffic offence(s);
- (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) Medical reports and specialist reports;
- (h) Certificates for hospitalisation and medical leave;
- (i) Bills for medical treatment and evidence of payment;
- (j) Income tax notices of assessment and/or other evidence of income and loss thereof; and
- (k) Supporting documents for all other expenses claimed (if any).

2.4.2 For industrial workplace accident cases:

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

- (f) Certificates for hospitalisation and medical leave;
- (i) Bills for medical treatment and evidence of payment;
- (j) Income tax notices of assessment and/or other evidence of income and loss thereof; and
- (k) Supporting documents for all other expenses claimed (if any).

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

- (a) The claimant's sketch of the accident;
- (b) Original, coloured copies or scanned photographs of the accident scene;
- (c) Medical reports and specialist reports;
- (d) Certificates for hospitalisation and medical leave;
- (e) Bills for medical treatment and evidence of payment;
- (f) Income tax notices of assessment and/or other evidence of income and loss thereof; and
- (g) Supporting documents for all other expenses claimed (if any).

2.4.4 Where the claim is for both personal injury and property damage arising from a motor vehicle accident, the claimant must in addition, enclose with his letter of claim a copy each of the relevant documents supporting the claim for property damage, such as:

- (a) Repairer's bill and evidence of payment;
- (b) 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 alternative vehicle (if any); and
- (g) Supporting documents for all other expenses claimed (if any).

- 2.5. The letter of claim must also expressly advise 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 shall be sent directly to the insurer. The letters to the parties are to be copied to the other parties. The letters to the potential defendants are to be sent by way of certificate of posting. The letters to insurers are to be sent by way of AR Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).
- 2.6 Where it is not possible to comply with any of the above requirements in notifying the relevant persons or providing documents, the claimant shall provide the necessary explanation in the letter of claim.

3. Potential Defendant's response

- 3.1 References to "the potential defendant" hereafter shall mean the potential defendant if he is not claiming under his insurance policy, or to his insurer if he is claiming under his policy.
- 3.2 The potential defendant must send an acknowledgement letter (Form 2) 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.
- 3.3 If the potential defendant wishes to arrange for the claimant to undergo a medical examination by his own medical expert, he shall state so in the acknowledgement of receipt. Within **14 days** of the acknowledgement of receipt, the potential defendant must send a letter to the claimant proposing a date and time on which the claimant is to be examined by the potential defendant's medical expert. The address at which the claimant must present himself for the medical examination must also be provided.

- 3.4 For personal injury matters arising out of motor vehicle accidents, if the potential defendant wishes to inspect the vehicle, a request for inspection shall be included in the acknowledgement of receipt.
- 3.5 If the claimant does not receive a reply within the requisite 14 days stipulated in paragraph 3.2, he may commence proceedings without any sanction by the court.
- 3.6 If the potential defendant replies to the claimant with only an acknowledgement, the potential defendant must within **6 weeks** from the date of receipt of the letter of claim, reply to the claimant substantively.
- (a) The reply shall also 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 shall be provided.
 - (b) The reply shall state the potential defendant's position on the claim on both liability and quantum, for example, 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 send copies of all relevant supporting documents.
 - (c) The potential defendant must also provide any of the relevant documents listed under paragraph 2.4. 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.
- 3.7 If the claimant does not receive the potential defendant's substantive reply to his letter of claim within the requisite 6 weeks stipulated in paragraph 3.6, he may commence proceedings without any sanction by the court.

4. Counterclaim

- 4.1 If the potential defendant has a counterclaim, he is to 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 is to send a letter to the claimant giving full particulars of the counterclaim together with all relevant supporting documents within **6 weeks** from receipt of the letter of claim. If the defendant has already furnished particulars in a separate letter of claim, he need only refer to that letter of claim in his reply.

- 4.2 Where the counterclaim includes a personal injury, paragraph 2 above applies mutatis mutandis.
- 4.3 The letter of claim and the responses are not intended to have the effect of pleadings in the 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 the receipt of the letter of claim, together with his acknowledgement 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. If the claim against the prospective third party includes personal injuries, paragraph 2 applies mutatis mutandis. The potential defendant's letter to the third party must also expressly advise 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 is to 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.

6. Fourth parties

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

7. Medical reports

7.1 Any party who receives a medical report from his medical expert must within **7 days** of the receipt send a copy of the report to all other parties or potential parties. For the avoidance of doubts, these are medical reports which the parties intend to rely on for the purpose of litigation.

8. Other information and documents

8.1 Any party who subsequently receives any information or document(s) that was previously unknown or unavailable, must within **7 days** of the receipt, provide all other parties or potential parties with the information or document(s).

9. Negotiation

9.1 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. Litigation should not be commenced prematurely if there are reasonable prospects for a settlement. 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 6 weeks** from the date of receipt of the letter of claim, save where paragraphs 3.5 and 9.2 applies, the claimant may commence legal action after:

- (a) Giving 2 clear days' notice (see Form 3) **by fax or e-mail** to the potential defendant, where the potential defendant is an insurer; or
- (b) Giving 7 clear days' notice (see Form 3) by certificate of posting to the potential defendant, where the potential defendant is not an insurer.

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

10. Interim payment

10.1 The claimant may in his letter of claim or in a letter sent at any time subsequent thereto, seek an interim payment of damages from the potential defendant. The claimant should 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 such as surgery or a course of physiotherapy, an estimate of the expenditure to be incurred.

The claimant shall provide any supporting documents which have not already been furnished to the potential defendant.

10.2 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. 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.

10.3 Notwithstanding the making of or the refusal to make an interim payment, a further or subsequent request may be made to the potential defendant and/or a subsequent application may be made to Court for interim payment under the provisions of the Rules of Court.

10.4 Where the claimant has commenced an action in Court, the Court may in exercising its powers and discretion (including but not limited to costs), have

regard to the reasonableness of any pre-writ request for interim payment, the potential defendant's response thereto and the adequacy of such payment (if any).

11. Costs Guidelines

11.1 Where parties have settled both liability and quantum before any action is commenced, a claimant who has sought legal advice and assistance 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.

11.2 Where parties have settled both liability and quantum after commencing an action and where the sum settled or awarded (where the plaintiff succeeds) or sum claimed (where the plaintiff fails)(excluding interest if any) is less than \$20,000, the court will, in general award costs based on the guidelines below:

Stage of proceedings	Costs to be allowed
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

The range of costs shown in the table above is exclusive of disbursements.

12. Exceptions

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

12.2. The protocol prescribes that a potential defendant be given 6 weeks to investigate and respond to a claim before proceedings are issued. This may not always be possible where a claimant only consults his lawyer close to the end of any relevant limitation period. In these circumstances, the claimant shall give as much notice of the intention to issue 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 steps in this protocol are followed.

13. Early agreement on liability

13.1 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 is to 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.

14. Pre-action protocol checklist wherever litigation is necessary

14.1 Where litigation is to commence, the claimant is to file, together with his writ of summons, a Pre-Action Protocol Checklist (Form 4) duly completed. This paragraph applies mutatis mutandis to counterclaims and claims against third, fourth and subsequent parties.

Sample Letter of Claim to Potential Defendant

To: [Defendant's Name]
[Address]

Dear Sir

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

We are instructed by the abovenamed 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 suffered personal injuries. His injuries are set out in the medical report[s] annexed to this letter. He has been put to loss and expense, particulars of which are as follows:

[Provide brief description of nature of injuries.]

[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].]

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 of this letter within 14 days of your receipt of this letter. If you or your insurer wish to have our client examined by your own medical expert, this should be stated in your acknowledgement of receipt. Please also advise within 14 days of the acknowledgement of receipt, where and when the examination of our client is to take place so that we may arrange for him to attend.

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

Should you fail to acknowledge receipt of this letter within 14 days, our client can 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 6 weeks of your receipt of this letter.

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.)

Sample Acknowledgement of Letter of Claim

(To be sent within 14 days of date of receipt 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.

or

On a without prejudice basis, we offer to settle your/your client's claim on the following terms:

[Set out the offer]

[In the meantime, we would like to arrange for you/your client to be examined by our own medical expert. We will advise you of the date, time and venue of the medical examination within 14 days from the date of this letter.]

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

Yours faithfully

cc [Other defendants and their insurers]

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 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 6 weeks of your acknowledgment of receipt.

We hereby give you [seven clear days' / two 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]

Pre-action Protocol Checklist

(To be filed with Writ of Summons.)

1. Has the defendant or his insurer acknowledged receipt of the plaintiff's letter of claim?

Ans. Yes/No.

2. Have attempts been made to settle the matter?

Ans. Yes/No.

If no, please give reasons.

3. Is the question of liability agreed?

Ans. Yes/No.

4. Is the question of quantum agreed?

Ans. Yes/No.

5. Has the defendant indicated that he has a counterclaim?

Ans. Yes/No.

6. The following documents/information have been exchanged between the plaintiff and the defendant (please tick accordingly):

Motor vehicle accident cases

- GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan
- Police Reports
- Police sketch plan and if unavailable, the claimant's sketch of the accident
- Results of police investigations or outcome of prosecution for traffic offence
- Police vehicle damage reports
- Original, coloured copies or scanned photographs of damage to all vehicles

- Original, coloured copies or scanned photographs of the accident scene
- Medical reports and specialist reports
- Certificates for hospitalisation and medical leave
- Bills for medical treatment and evidence of payment
- Income tax notices of assessment and/or other evidence of income and loss thereof
- Supporting documents for all other expenses claimed (if any).

Industrial workplace accident cases

- The claimant's sketch of the accident
- Ministry of Manpower investigation reports
- Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any)
- Original, coloured copies or scanned photographs of the accident scene
- Medical reports and specialist reports
- Certificates for hospitalisation and medical leave
- Bills for medical treatment and evidence of payment
- Income tax notices of assessment and/or other evidence of income and loss thereof
- Supporting documents for all other expenses claimed (if any)

For personal injury claims not involving motor vehicles and industrial accidents

- The claimant's sketch of the accident
- Original, coloured copies or scanned photographs of the accident scene
- Medical reports and specialist reports
- Certificates for hospitalisation and medical leave
- Bills for medical treatment and evidence of payment
- Income tax notices of assessment and/or other evidence of income and loss thereof
- Supporting documents for all other expenses claimed (if any).

Where claim includes property damage arising from a motor vehicle accident

- Repairer's bill and evidence of payment
- Surveyor's report
- Excess bill or receipt
- Vehicle registration card
- COE/PARF certificates
- Rental agreement, invoice and receipt for rental of alternative vehicle (if any)
- Supporting documents for all other expenses claimed (if any).

Remarks (if any)

This question is only in respect of motor vehicle accident cases:

7 Did the accident involve a chain collision or more than 2 vehicles?

Ans. Yes/No.

8 Has the defendant indicated that he intends to bring in a third party?

Ans. Yes/No.

9 If yes, has the third party indicated that he intends to bring in a fourth party?

Ans. Yes/No.

10 Were there any other parties involved in the accident?

Ans. Yes/No.

If yes, please provide details.
