

IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE

ePRACTICE DIRECTION NO. 4 OF 2011

**EXTENSION OF FIDReC PRE-ACTION PROTOCOL FOR THE
MANAGEMENT AND RESOLUTION OF LOWER-VALUE NON-INJURY
MOTOR ACCIDENTS TO CLAIMS UNDER \$3,000;**

**ASSESSMENT OF DAMAGES COURT DISPUTE RESOLUTION (ADCDR)
AND PRE-ASSESSMENT OF DAMAGES CONFERENCE (PADC);**

DIRECTIONS TO BE GIVEN FOR ASSESSMENT OF DAMAGES HEARINGS;

FAST TRACK ADCDR;

REQUEST FOR ADJOURNMENT OF ADCDR/PADC BY CONSENT;

AND

**HEARING OF URGENT APPLICATIONS ON WEEKENDS
AND PUBLIC HOLIDAYS**

**(I) EXTENSION OF FIDReC PRE-ACTION PROTOCOL FOR THE
MANAGEMENT AND RESOLUTION OF LOWER-VALUE NON-INJURY
MOTOR ACCIDENTS TO CLAIMS UNDER \$3,000**

1. This Practice Direction extends the claim value threshold in respect of the Financial Industry Disputes Resolution Centre (FIDReC) pre-action protocol for low value non-injury motor accident (NIMA) claims to facilitate early resolution of such disputes by FIDReC before any civil action is filed in Court.

FIDReC pre-action protocol

2. The FIDReC pre-action protocol, introduced *vide* ePractice Direction 1 of 2008 shall be extended to apply to NIMA claims below \$3,000. The quantum of \$3,000 refers to the amount of damages claimed before the apportionment of liability, and excludes survey fees, interests, costs and disbursements. This increased monetary limit will be reviewed and may, if necessary, be adjusted in the future. Under this pre-action protocol, such low value NIMA claims will first be heard by FIDReC before the commencement of Court proceedings.

3. The FIDReC pre-action protocol in Appendix F of the Subordinate Court Practice Directions shall apply to the extended claims falling under FIDReC's jurisdiction. In particular, the exceptions to the scheme set out in paragraph 16 of the protocol shall continue to apply. FIDReC shall manage these lower-value NIMA claims through mediation and if necessary, adjudication. As *per* the existing scheme, the determination or award of the adjudicator will be binding on the motor insurer. However, the claimant is free to choose whether or not to accept the determination or award.

4. Parties are expected to comply in substance and in spirit with the terms of this protocol. In exercising its discretion and powers, the Court will have regard to compliance with the protocol or lack thereof.

5. For the avoidance of doubt, the existing Pre-action Protocol for Non-Motor Injury Accidents shall continue to apply to all NIMA claims of \$3,000 and above. In all NIMA claims below \$3,000 where court proceedings are contemplated, the NIMA pre-action protocol shall also apply unless the claimant has already complied with the provisions in the FIDReC pre-action protocol for discovery of documents and negotiation.

(II) ASSESSMENT OF DAMAGES COURT DISPUTE RESOLUTION (ADCDR) AND PRE-ASSESSMENT OF DAMAGES CONFERENCE (PADC)

6. This Practice Direction sets out the process for the assessment of damages after interlocutory judgment has been entered, by way of a new paragraph 151D under Part XV of the Practice Directions.

7. For all personal injury cases, including motor vehicle accidents (PIMA) and industrial accidents but excluding medical negligence cases, the Court will convene the first conference under Order 34A of the Rules of Court after the filing of the notice of appointment for assessment of damages. The Court will, as part of the conference, conduct an Assessment of Damages Court Dispute Resolution (ADCDR) session.

8. For all other types of cases, including NIMA cases, the Court will convene a Pre-Assessment of Damages Conference (PADC) under Order 34A of the Rules of Court after the filing of the notice of appointment for assessment of damages.

(III) DIRECTIONS TO BE GIVEN FOR ASSESSMENT OF DAMAGES HEARINGS

9. When an assessment of damages hearing date is given at a conference, the parties will be given directions to file and serve the following:

- (a) Bundle(s) of Documents; and
- (b) Joint Opening Statement.

These directions can be found in the new Paragraph 151D(2) of the Practice Directions.

10. The form for the Joint Opening Statement shall be —

- (a) Form 9D for Personal Injury claims (including dependency claims);
- (b) Form 9E for NIMA cases; and
- (c) Form 9F for all other matters

under Appendix B of the Practice Directions.

(IV) FAST TRACK ADCDR

11. Parties can now make an application for a fast track ADCDR session to be convened after interlocutory judgment has been entered and before Affidavits of Evidence-in-Chief are exchanged if they satisfy the requirements as set out in Paragraph 151D (3) of the Practice Directions.

12. An application for the fast track ADCDR can be made using Form 9G.

13. The fast track ADCDR session is not applicable to matters where –

- (a) the Plaintiff has yet to undergo medical re-examination;
- (b) the Plaintiff's medical re-examination report is still not available;
- (c) the Plaintiff's injuries have yet to stabilise;
- (d) the Plaintiff is still undergoing medical review; or
- (e) an indication on the Plaintiff's loss of earning capacity and/or loss of future earnings is required.

(V) REQUEST FOR ADJOURNMENT OF ADCDR /PADC BY CONSENT

14. Paragraph 151D(4) of the Practice Directions sets out the applicable process for applying for adjournments of the 1st or 2nd ADCDR session or PADC by consent of all parties involved in the matter using Form 9H.

(VI) HEARING OF URGENT APPLICATIONS ON WEEKENDS AND PUBLIC HOLIDAYS

15. This Practice Direction provides for the hearing of urgent applications for interim injunctions or interim preservation of subject matter of proceedings, evidence and assets to satisfy judgments on weekends and public holidays upon request, by way of a new paragraph 142A under Part XV of the Practice Directions. Such applications must be of utmost urgency that they cannot be heard the next working day.

16. These Practice Directions will take effect on 1st September 2011.

17. 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>.

18. 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 1st day of August 2011.



HOO SHEAU PENG
REGISTRAR
SUBORDINATE COURTS

Directions for Amendments

- (1) The existing Part XV of the Table of Contents 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 new Paragraph 142A should be inserted immediately after the existing Paragraph 142.
- (4) The existing Paragraph 151 to be removed and the new amended Paragraph 151 substituted therefor.
- (5) The new paragraph 151D should be inserted immediately after the existing paragraph 151C.
- (6) The existing Appendix A to be removed and the new amended Appendix A substituted therefor.
- (7) The new Forms 9D to 9H should be inserted immediately after the existing Form 9C of Appendix B.
- (8) The existing Annex A and Forms 1 to 3 of Appendix F to be removed and the new amended Annex A and Forms 1 to 3 of Appendix F substituted therefor.

PART XV

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[DELETED]

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142A. Hearing of urgent applications during weekends and public holidays

- (1) There may be occasions when urgent applications for interim injunctions or interim preservation of subject matter of proceedings, evidence and assets to satisfy judgments need to be heard on weekends and public holidays. To request for the urgent hearing of such applications, the applicant should contact the Duty Judicial Officer at 9654 0072 during the operating hours of 1 p.m. to 6.00 p.m. on Saturdays and 8.30 a.m. to 6:00 p.m. on Sundays and Public Holidays. The Duty Judicial Officer will only arrange for the hearing of applications which are so urgent that they cannot be heard the next working day.
- (2) All the necessary papers required for the application must be prepared together with the appropriate draft orders of Court.
- (3) A signed written undertaking from counsel to have all the documents (including the originating process) filed in Court the next available working day must be furnished to the Judicial Officer processing the application.
- (4) The hearing may take place in the Civil Registry of the Subordinate Courts or at any place as directed by the Judicial Officer hearing the matter.
- (5) For the avoidance of doubt, the above applies only to civil proceedings in the Magistrates' Courts or District Courts (excluding the Family and Juvenile Justice Division).

151. Non-injury Motor Accident (NIMA) Claims

(1) Compliance with FIDReC (Financial Industry Disputes Resolution Centre) pre-action protocol for low value NIMA claims

- (a) For NIMA claims where the quantum of damages claimed, before apportionment of liability is below \$3,000, excluding survey fees, interests, costs and disbursements (“NIMA claims below \$3,000”), claimants are to comply with the FIDReC pre-action protocol at Annex A of Appendix F before commencing court proceedings. The claims will be managed by FIDReC in accordance with FIDReC's Terms of Reference providing for resolution of disputes by mediation and adjudication. 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.
- (b) Where the claimant has commenced an action in Court, the Court in exercising its discretion as to costs, will take cognisance of compliance with the protocol. The Court will, in particular, have regard to the following instances of non-compliance where applicable:
 - (i) commencement of Court proceedings before adjudication of the claim by FIDReC;
 - (ii) a finding by the Court that the quantum of damages before apportionment of liability is less than \$3,000 and the pleaded claim is for an amount exceeding \$3,000; or
 - (iii) the claimant has failed to obtain a judgment that is more favourable than the award of the FIDReC Adjudicator.
- (c) 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 party at fault his costs, or some part of his costs, even if he is the successful party;
 - (ii) an order that the party at fault pay the costs of the proceedings, or part of those costs, of the other party or parties; or
 - (iii) an order that the party at fault 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 specified.
- (e) The Court will not impose sanctions on the claimant where there are good reasons for non-compliance.
- (f) 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 for the claimant to comply with this protocol.

(2) **Compliance with NIMA pre-action protocol**

- (a) Other than NIMA claims below \$3,000, for all other NIMA claims, claimants are to comply with the NIMA pre-action protocol at Annex B of Appendix F before commencing court proceedings. For NIMA claims below \$3,000, claimants are also to comply with the NIMA pre-action protocol before commencing court proceedings unless paragraphs 3 and 8 of the FIDReC pre-action protocol providing for discovery of

documents and negotiation have already been complied with. 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.

- (b) 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 party at fault his costs, or some part of his costs, even if he is the successful party;
 - (ii) an order that the party at fault pay the costs of the proceedings, or part of those costs, of the other party or parties; or
 - (iii) an order that the party at fault pay those costs on an indemnity basis.
- (c) 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 specified.

(3) **General Case Management for all NIMA claims filed in Court**

- (a) In all NIMA cases after a writ is filed, the Court will convene the first conference under Order 34A of the Rules of Court approximately eight weeks after the filing of the memorandum of

appearance. The Court will, as part of the conference, conduct a Court Dispute Resolution (CDR) session. Parties may expect, generally, three conferences for CDR purposes. If a second or third conference is necessary, these will be held within the following eight weeks. If the matter is not settled at the third conference, the Court may make such orders or give such directions as it thinks fit for the just, expeditious and economical disposal of the action, including directions for trial.

- (b) At any time during a conference 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.
- (c) A failure to attend this conference may result in a dismissal of the action or interlocutory judgment being granted against the defaulting party. Where interlocutory judgment is granted, the Court may make such orders or give such directions as it thinks fit for the assessment of damages.
- (d) 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.

151D. Assessment of Damages

(1) Assessment of Damages Court Dispute Resolution (ADCDR) Conference and Pre-Assessment of Damages Conference (PADC)

- (a) For all personal injury cases, including motor vehicle accidents (“PIMA”) and industrial accidents but excluding medical negligence cases, the Court will convene the first conference under Order 34A of the Rules of Court generally within 3 to 4 weeks after the filing of the notice of appointment for assessment of damages. The Court will, as part of the conference, conduct an Assessment of Damages Court Dispute Resolution (ADCDR) session. The ADCDR session provides for an indication to be given by the Court in respect of damages for such cases.
- (b) Parties may expect, generally, 3 conferences for ADCDR purposes with an additional session allowed in exceptional cases where there is good reason. If there is no resolution on damages, the Court may direct the matter for assessment of damages hearing or make such orders or give such directions as it thinks fit for the just, expeditious and economical disposal of the matter. An adjournment of an ADCDR session will be granted only for good reasons, for example, 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.
- (c) Solicitors for all parties shall duly complete the “Quantum Indication Form” (see Form 9B under Appendix B of the Practice Directions) and submit it to the Court together with any supporting medical report(s) of the Plaintiff at the 1st ADCDR session and the Court will provide an indication on quantum of damages as a matter of course.
- (d) For all other types of cases, including Non-Injury Motor Accident (NIMA) cases, the Court will convene a Pre-Assessment of Damages Conference (PADC) under Order 34A of the Rules of Court generally within 3 to 4 weeks after the filing of the notice of appointment for assessment of damages. At the said conference, the Court may direct the matter for assessment of damages hearing or make such orders or give

such directions as it thinks fit for the just, expeditious and economical disposal of the matter.

- (e) At any time during a conference where the parties are agreeable to a settlement on the issue of quantum, the Court may enter final judgment 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 same monies.
- (f) A failure to attend a conference or comply with any Court directions may result in the Court dismissing the action or striking out of the defence or counterclaim or entering judgment or making such order as it thinks fit. 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.

(2) Directions to be given for Assessment of Damages Hearing

- (a) When an assessment of damages hearing date is given at a conference, the parties will be directed to do the following:
 - (i) to file and serve the Bundle(s) of Documents (whether agreed or otherwise) within 4 weeks from the date of the ADCDR/PADC;
 - (ii) the Plaintiff shall, within 3 weeks prior to the date of the assessment of damages hearing, serve on the Defendant a draft Joint Opening Statement (referred to in paragraph 2(b) below) with the Plaintiff's portions duly completed;
 - (iii) the Defendant shall, within 2 weeks prior to the date of the assessment of damages hearing, serve on the Plaintiff the draft Joint Opening Statement with the Defendant's portions duly completed; and

- (iv) the Plaintiff shall, within 1 week prior to the date of the assessment of damages hearing, file and serve the duly completed Joint Opening Statement.
- (b) The form for the Joint Opening Statement shall be:
 - (i) Form 9D for Personal Injury claims (including dependency claims);
 - (ii) Form 9E for NIMA cases; and
 - (iii) Form 9F for all other matters.
- (c) The directions and forms shall be modified accordingly if there are more than 2 parties involved in the proceedings.

(3) Fast Track ADCDR sessions

- (a) Typically, the Court will only convene an ADCDR session after the Plaintiff has filed the notice of appointment for assessment of damages. Parties can however make an application for a fast track ADCDR session to be convened after interlocutory judgment has been entered and before Affidavits of Evidence in Chief are exchanged if the following requirements are satisfied:
 - (i) all medical reports of the Plaintiff (including any medical re-examination and/or clarification report(s) are available to all the parties so as to enable them to request for an indication on quantum from the Court;
 - (ii) the Plaintiff has already attended medical re-examination by the Defendant's or Third Party's medical expert, or the Defendant's Third Party confirm that no medical re-examination of the Plaintiff is required;
 - (iii) no indication on quantum for loss of future earnings and/or loss of earning capacity is required; and
 - (iv) all parties consent to such an application being made.
- (b) An application for the fast track ADCDR session shall be made in Form 9G.

- (c) At the 1st ADCDR session, an indication on quantum will be given by the Court. Solicitors for all parties shall duly complete the “Quantum Indication Form” (ie. Form 9B under Appendix B of the Practice Directions) and submit it to the Court together with any supporting medical report(s) of the Plaintiff at the 1st ADCDR session. If there is no resolution of the matter by the 2nd or 3rd ADCDR session, further directions for Affidavits of Evidence in Chief to be exchanged and notice of appointment for assessment of damages to be filed will be given before the matter is fixed for assessment of damages hearing.
 - (d) Parties should not apply for the fast track ADCDR session if the Plaintiff’s injuries have yet to stabilize or if the Plaintiff is still undergoing medical review.
- (4) Request for adjournment of ADCDR/PADC by consent**
- (a) Where an adjournment of the 1st or 2nd ADCDR session or PADC is sought with the consent of all parties involved in the matter, parties may wish to do so by duly completing and submitting Form 9H within 3 working days prior to the hearing date.
 - (b) The request for an adjournment by way of Form 9H shall not apply to the fast track ADCDR sessions.

APPENDIX A

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

As at 1 August 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 (1) Changes to Status Conference & Pre-Trial Conference Processes in Proceedings in the Family Court
(2) 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, 2009 Revised Edition) where attendance of counsel and parties may be dispensed with
17. ePD5 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 Injuries Claims Pre-action Protocol; General Case Management for all Personal Injuries Claims in Court; and Amendments relating to Management of Non-Injury Motor Accident Claims
20. ePD3 of 2011 Discovery & Inspection in Maintenance Proceedings; and Applications for Leave under Section 121D of the Women's Charter (CAP 353, 2009 Revised Edition)
21. ePD4 of 2011 Extension of FIDReC Pre-Action Protocol for the Management and Resolution of Lower-Value Non-Injury Motor Accidents to Claims under \$3,000; Assessment of Damages Court Dispute Resolution (ADCDR) and Pre-Assessment Dispute Conference (PADC); Directions to be given for Assessment of Damages Hearings; Fast Track ADCDR; Request for adjournment of ADCDR/PADC by consent; and Hearing of Urgent Applications on Weekdays and Public Holidays

Form 9D

IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE

MC / DC Suit No. _____ of 20 / _____

Between

(_____)

... Plaintiff

And

(_____)

...Defendant

JOINT OPENING STATEMENT

(For Personal Injury Claims)

1. Assessment of damages hearing no. NA (_____) in respect of the present matter is to be heard before the Honourable Court on (_____ date _____) at 9.30am / 2.30pm.

2. Interlocutory judgment was entered at (_____) % in the Plaintiff's favour with damages to be assessed, costs, interests and disbursements to be reserved to the Registrar on (_____ date _____). *[If by consent, to state that IJ was entered by consent of parties].*

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's and Defendant's respective present positions 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 ()

SOLICITORS FOR THE PLAINTIFF

SOLICITORS FOR THE DEFENDANT

ANNEXURE

<u>NO.</u>	<u>HEAD OF DAMAGES CLAIMED</u>	<u>PLAINTIFF'S CLAIM FOR AWARD</u>	<u>PLAINTIFF'S EXPERT REPORT</u> <i>[Please include pg no. in Bundle of Documents]</i>	<u>PLAINTIFF'S DOCUMENTS IN SUPPORT</u> <i>[Please include pg no. in Bundle of Documents]</i>	<u>DEFENDANT'S ESTIMATE OF AWARD</u>	<u>DEFENDANT'S EXPERT REPORT</u> <i>[Please include pg no. in Bundle of Documents]</i>	<u>DEFENDANT'S DOCUMENTS IN SUPPORT</u>
<u>(I)</u>	<u>PAIN AND SUFFERING</u>						
1	Nature of Injury	\$	1) Medical Report by Dr _____ Pg _____ 2) Medical Report by Dr _____ Pg _____	1) _____ Pg _____ 2) _____ Pg _____	\$	1) Medical Report by Dr _____ Pg _____ 2) Medical Report by Dr _____ Pg _____	1) _____ Pg _____ 2) _____ Pg _____
		Authorities: (1) Case Name Award Given (2) Case Name Award Given			Authorities: (1) Case Name Award Given (2) Case Name Award Given		

2	Nature of Injury	<p>\$</p> <p><u>Authorities:</u> (1) Case Name Award Given</p> <p>(2) Case Name Award Given</p>	<p>1) Medical Report by Dr _____ Pg _____</p> <p>2) Medical Report by Dr _____ Pg _____</p>	<p>1) _____ Pg _____</p> <p>2) _____ Pg _____</p>	<p>\$</p> <p><u>Authorities:</u> (1) Case Name Award Given</p> <p>(2) Case Name Award Given</p>	<p>1) Medical Report by Dr _____ Pg _____</p> <p>2) Medical Report by Dr _____ Pg _____</p>	<p>1) _____ Pg _____</p> <p>2) _____ Pg _____</p>
3	Nature of Injury	<p>\$</p> <p><u>Authorities:</u> (1) Case Name Award Given</p> <p>(2) Case Name Award Given</p>	<p>1) Medical Report by Dr _____ Pg _____</p> <p>2) Medical Report by Dr _____ Pg _____</p>	<p>1) _____ Pg _____</p> <p>2) _____ Pg _____</p>	<p>\$</p> <p><u>Authorities:</u> (1) Case Name Award Given</p> <p>(2) Case Name Award Given</p>	<p>1) Medical Report by Dr _____ Pg _____</p> <p>2) Medical Report by Dr _____ Pg _____</p>	<p>1) _____ Pg _____</p> <p>2) _____ Pg _____</p>

(III)	LOSS OF EARNING CAPACITY	<p>\$</p> <p><u>Authorities:</u> (1) Case Name Award Given</p> <p>(2) Case Name Award Given</p>	<p>1) Medical Report by Dr _____ Pg _____</p> <p>2) Medical Report by Dr _____ Pg _____</p>	<p>1) _____ Pg _____</p> <p>2) _____ Pg _____</p>
(III)	LOSS OF FUTURE EARNINGS	<p>Multiplier: _____ years x _____ = _____</p> <p>Multiplicand: \$ _____ = \$ _____</p> <p><u>Authorities:</u> (1) Case Name Award Given</p> <p>(2) Case Name Award Given</p>	<p>1) Medical Report by Dr _____ Pg _____</p> <p>2) Medical Report by Dr _____ Pg _____</p>	<p>1) _____ Pg _____</p> <p>2) _____ Pg _____</p>

(IV)	FUTURE MEDICAL EXPENSES & TREATMENTS	\$		1) Medical Report by Dr _____ Pg _____ 2) Medical Report by Dr _____ Pg _____		\$		1) Medical Report by Dr _____ Pg _____ 2) Medical Report by Dr _____ Pg _____		1) _____ Pg _____ 2) _____ Pg _____
(V)	OTHER ITEMS OF GENERAL DAMAGES [Includes Dependency Claims]	\$		1) Medical Report by Dr _____ Pg _____ 2) Medical Report by Dr _____ Pg _____		\$		1) Medical Report by Dr _____ Pg _____ 2) Medical Report by Dr _____ Pg _____		1) _____ Pg _____ 2) _____ Pg _____

<u>(VI)</u>	SPECIAL DAMAGES						
1	Medical Expenses	\$		\$			
			1) _____ Pg _____				1) _____ Pg _____
			2) _____ Pg _____				2) _____ Pg _____
2	Transport Expenses	\$		\$			
			1) _____ Pg _____				1) _____ Pg _____
			2) _____ Pg _____				2) _____ Pg _____
3	Pre-Trial Loss of Earnings	\$	\$ _____ per month for _____ month = \$	\$	\$ _____ per month for _____ month = \$		
			1) _____ Pg _____				1) _____ Pg _____
			2) _____ Pg _____				2) _____ Pg _____

4	Other items of Special Damages	\$	1) _____ Pg _____	1) _____ Pg _____	\$	2) _____ Pg _____	2) _____ Pg _____	\$	\$	\$
	TOTAL	\$			\$			\$	\$	\$
	(at _____ %)	\$			\$			\$	\$	\$

Form 9E

IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE

MC / DC Suit No. of 20 /

 Between
()

... Plaintiff

 And

()

...Defendant

JOINT OPENING STATEMENT

(For Non-Injury Motor Accident Claims)

1. Assessment of damages hearing no. NA () in respect of the present matter is to be heard before the Honourable Court on (date) at 9.30am / 2.30pm.
2. Interlocutory judgment was entered at () % in the Plaintiff's favour with damages to be assessed, costs, interests and disbursements to be reserved to the Registrar on (date). *[If by consent, to state that IJ was entered by consent of parties].*
3. This is a summary table of the Plaintiff's and Defendant's respective present positions on quantum.

<u>NO.</u>	<u>HEAD OF DAMAGES CLAIMED</u>	<u>PLAINTIFF'S CLAIM FOR AWARD</u>	<u>PLAINTIFF'S SUPPORTING DOCUMENTS</u> <i>[Please include pg no. in Bundle of Documents]</i>	<u>DEFENDANT'S ESTIMATE OF AWARD</u>	<u>DEFENDANT'S SUPPORTING DOCUMENTS</u> <i>[Please include pg no. in Bundle of Documents]</i>
1.	Costs of Repairs	\$ _____	1) Pg _____ 2) Pg _____	\$ _____	1) Pg _____ 2) Pg _____
2.	Loss of Use	\$____ per day for ____ days = \$ _____		\$____ per day for ____ days = \$ _____	
3.	Costs/Loss of Rental	\$____ per day for ____ days = \$ _____		\$____ per day for ____ days = \$ _____	
4.	Loss of Earnings	\$____ per day for ____ days = \$ _____		\$____ per day for ____ days = \$ _____	
	TOTAL (at ____%)	\$ _____ \$ _____		\$ _____ \$ _____	

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

Dated this ()

SOLICITORS FOR THE PLAINTIFF

SOLICITORS FOR THE DEFENDANT

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

Dated this ()

SOLICITORS FOR THE PLAINTIFF

SOLICITORS FOR THE DEFENDANT

ANNEXURE

<u>NO.</u>	<u>DESCRIPTION OF ITEM CLAIMED BY PLAINTIFF</u>	<u>QUANTUM CLAIMED BY PLAINTIFF</u>	<u>PLAINTIFF'S SUPPORTING DOCUMENTS INCLUDING ANY EXPERT REPORT</u> <i>[Please include pg no. in Bundle of Documents]</i>	<u>DEFENDANT'S COMMENTS ON ITEM CLAIMED</u>	<u>DEFENDANT'S SUBMISSION ON QUANTUM</u>	<u>DEFENDANT'S SUPPORTING DOCUMENTS INCLUDING ANY EXPERT REPORT</u> <i>[Please include pg no. in Bundle of Documents]</i>
1		\$	1) _____ Pg _____ 2) _____ Pg _____		\$	1) _____ Pg _____ 2) _____ Pg _____
2						
	TOTAL	\$			\$	
	(at _____%)	\$			\$	

Form 9G

FAST TRACK ADCDR APPLICATION FORM
*AFTER INTERLOCUTORY JUDGMENT HAS BEEN ENTERED BUT
BEFORE AEICs ARE EXCHANGED*

(BY-CONSENT OF ALL PARTIES ONLY)

Case Number DC/MC _____ of _____ Interlocutory judgment entered on _____

Plaintiff's reference _____ Date of Application: _____

Defendant's/Third Party's reference (D.C/T.P.C) _____

(Please confirm that parties have satisfied the conditions stated below before making the application)

To: Civil Registry, Subordinate Courts

We, counsels acting for the Plaintiff and Defendant (and Third/Fourth party, where applicable), hereby request for a fast track ADCDR session and do confirm as follows:

(A) All medical reports of the Plaintiff [including any medical re-examination and/or clarification report(s)] are available to all parties so as to enable us to request for an indication on quantum from the Court;

(B) The Plaintiff has already attended medical re-examination by the Defendant's/Third Party's medical expert or the Defendant/Third Party confirms that no medical re-examination of the Plaintiff is required;

(C) No indication on quantum for loss of future earnings and/or loss of earning capacity is required; and

(D) All parties consent to this application.

Counsel for the Plaintiff
Name of law firm:
DID fax No.:

Counsel for the Defendant
Name of law firm
DID fax no.

*NOTE: The form shall be e-filed by way of EFS.
A date for a fast track ADCDR session shall generally be given within 3 weeks from the date of application. Please ensure that parties are ready for indication on the first ADCDR conference with Form 9B under Appendix B of the Practice Directions duly completed.

Form 9H

REQUEST FOR ADJOURNMENT OF ADCDR

(BY-CONSENT ADJOURNMENT)	
Case Number DC/MC _____ of _____ ADCDR Date _____ at Chamber _____	
Your reference (state P.C/D.C) _____ Date of Application: _____	
Other party's reference (P.C/D.C/T.P.C) _____	
(A) For adjournment applications <i>(To circle the relevant parts / delete the irrelevant parts)</i>	(i) I confirm that all parties are agreeable to the adjournment, and that this is the _____ ADCDR <i>(state number of previous ADCDRs)</i> . (ii) I confirm that the ADCDR Judge in charge has not directed that there be no further adjournments on this matter. (iii) I confirm that this application is not necessitated by a failure of any counsel to obtain instructions from his/her client. (iv) I am seeking an adjournment of _____ week(s).
(B) Reasons for applying for adjournment: <i>(please circle the relevant parts / delete the irrelevant parts and fill in the necessary information)</i>	(i) Parties need more time for negotiations. State- (a) P/D made offer on _____; (b) P/D made counter offer on _____. (ii) Pending applications /supporting documents/medical re-examination or re-inspection (date of medical re-examination or re-inspection on _____). (iii) The Defendant has applied / intends to apply to set aside the interlocutory judgment (Hearing date has been fixed on _____). (iv) Solicitor is involved in High Court / Subordinate Courts Suit /MC / DC _____ on / from _____ (v) Lawyer is away on In-Camp Training / Overseas / on Medical Leave (please delete as necessary) untill [_____]. (vi) Party / Witness is unable to attend because:- _____
(C) Unsuitable dates	
(D) Judicial Officer's Directions	(i) Application for adjournment approved. For Mention/ADCDR on _____ / _____ / 20__ (ii) This is the final adjournment. (iii) No further adjournments for this case. (iv) Other directions _____
(E) Applicant's information	(i) Name of applying solicitor and law firm: _____ (ii) DID & Fax No. _____
*NOTE: <ul style="list-style-type: none"> • This form is ONLY applicable to the 1st or 2nd adjournment by consent of parties. • The form shall be filed by way of EFS no later than 3 working days before the actual ADCDR date. 	

APPENDIX F
ANNEXES TO NON INJURY MOTOR ACCIDENT
LITIGATION PRACTICE DIRECTION

Annex A

**Pre-action Protocol for the Management of Low-Value Non-injury Motor Accident
Cases by the Financial Industry Disputes Resolution Centre Ltd (FIDReC)**

1. General

- 1.1 This protocol prescribes a regime for the management and resolution of low-value non-injury motor accident claims by the Financial Industry Disputes Resolution Centre Ltd (FIDReC). For the purpose of this protocol FIDReC includes the mediator or adjudicator appointed by FIDReC. It is also the object of this protocol to describe reasonable conduct for low-value non-injury motor accident claims.
- 1.2 In the interest of saving time and costs, parties are expected to comply in substance and spirit with the terms of this protocol which include rendering to FIDReC their full co-operation from the lodgment of the claim until the proceedings under this protocol have been completed. In exercising its discretion and powers, the court will have regard to compliance with this protocol or lack thereof: see, for example, Order 34A rule 1 and Order 59 rule 5.
- 1.3 This protocol only governs conduct from the time a claimant decides to lodge a claim for resolution by the FIDReC. Prior to such time, parties are at liberty to correspond or negotiate with opposing parties in any manner they see fit.
- 1.4 This protocol does not affect any privilege that may apply to communication between parties undertaken in compliance with it.

2. Application

2.1 This protocol shall apply to non-injury motor accident claims where -

- (a) the quantum of damages claimed before apportionment of liability is below \$3,000 excluding survey fees, interests, costs and disbursements; and
- (b) the party against whom the claim is made ('the defendant') is claiming under his policy in which case, such party shall be referred to as "the insurer" in this protocol.

3. Letter of Claim

3.1 The claimant must send a letter of claim (see Form 1) 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 1 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 -

- (a) GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan;
- (b) Repairer's bill and evidence of payment;
- (c) Surveyor's report;
- (d) Excess bill/receipt;
- (e) Vehicle registration card (if any);
- (f) COE/PARF certificates;
- (g) Names and addresses of witnesses;
- (h) Original or coloured copies of scanned photographs of damage to all vehicles;
- (i) Original or coloured copies of scanned photographs of accident scene;
- (j) Rental agreement, invoice and receipt for rental of alternative vehicle (if any); and

(k) Supporting documents for all other expenses claimed (if any).

3.2 The claimant must also state in his letter of claim whether he had notified the 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 insurer had waived the requirement for pre-repair inspection of the vehicle, he should state so accordingly in the letter of claim.

3.3 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. 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).

4. Insurer’s response

4.1 If, after receipt of the letter of claim, the insurer 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. The insurer shall state in the letter of request why a second inspection is required, or if the opportunity for pre-repair inspection had earlier been waived, why an inspection is sought.

4.2 The insurer must reply (see Form 2) to the claimant within 6 weeks from receipt of the letter stating its position on the claim, for example, whether the claim is admitted or denied or make an offer of settlement. If the claim is not admitted in full, the insurer must give reasons and send copies of all relevant supporting documents. 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.

- 4.3 If the insurer does not reply to the claimant stating its position within 6 weeks from the date of receipt of the letter of claim or within 14 days after inspecting the vehicle, whichever is later, the claimant may lodge his claim with FIDReC forthwith, without further notice to the insurer or the potential defendant.
- 4.4 If the insurer has a counterclaim, the insurer is to include it in its reply giving full particulars of the counterclaim together with all relevant supporting documents. If the insurer has already furnished particulars in a separate letter of claim, the insurer need only refer to that letter of claim in its reply.
- 4.5 Where the counterclaim is for a sum of \$3,000 or more, the insurer will have the option of requiring the claimant to file a writ in court instead of lodging his claim with FIDReC. An election in favour of court proceedings is to be made within 6 weeks of the letter of claim, either in the insurer's reply or in a separate letter to the claimant.
- (For the avoidance of doubt, even if the insurer should elect in favour of court proceedings, the claimant is not precluded from lodging his claim with FIDReC in accordance with FIDReC's Terms of Reference, independently of this protocol.)
- 4.6 If the election is not made within the requisite period of 6 weeks and a settlement cannot be reached after negotiations pursuant to paragraph 8 of this protocol, the claimant, if he intends to pursue his claim, should then lodge the claim with FIDReC. The insurer should in turn, lodge its counterclaim with FIDReC, notwithstanding that the counterclaim is for a sum of \$3,000 or more. This protocol shall in the circumstances, apply to the counterclaim and references to the "claim" and the "claimant" shall, where applicable, include the counterclaim and the insurer by whom the counterclaim is brought, respectively.
- 4.7 In this protocol, "counterclaim" refers to the defendant's uninsured losses as well as the insurer's subrogated claim for damages.

5. Third parties

- 5.1 Where an insurer wishes to bring in a third party, the insurer must inform the claimant by letter within 14 days of receipt of the claimant's letter of claim. The insurer is also to send to the third party and his insurer a letter each setting out full particulars of its 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 insurer'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 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, the potential defendant.

6. Fourth parties

- 6.1 Paragraph 5 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.

7. Insurer to bear claimant's loss of use arising from pre-repair inspection

- 7.1 The insurer 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 insurer 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.

7.2 Where an insurer 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 insurer 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, compensation payable to the claimant for loss of use in the instances enumerated in paragraphs 7.1 and 7.2 above is additional to any other claim for loss of use which the claimant may make against the insurer.

8. Negotiation

8.1 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. A claim should not be lodged with FIDReC 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, the claimant must give 10 clear days' notice, by letter (see Form 3) to the insurer and the potential defendant of his intention to lodge his claim with FIDReC. He is also to inform the insurer and the potential defendant of the names of all the parties against whom the claim will be brought.

9. Lodgment of claim with FIDReC

9.1 Except in the cases expressly provided for in paragraph 16 of this protocol, the claimant shall, in every case where the quantum of damages claimed does not exceed \$3,000, lodge the claim with FIDReC at first instance.

10. Claimant and insurer to present its own case before FIDReC

10.1 In line with FIDReC's Terms of Reference, the claimant and insurer will present its own case in proceedings before FIDReC, without representation by an advocate and solicitor. For the avoidance of doubt, in-house counsel employed by the insurer may present the insurer's case before FIDReC in his capacity as an employee of the insurer.

10.2 A claimant may be assisted in the presentation of his case before FIDReC by a nominee of his choice as may be approved by FIDReC and provided that the nominee is not an advocate and solicitor, in the following circumstances:

- (a) if the claimant is below the age of 21 at the time of lodgment of the claim with FIDReC;
- (b) if the claimant is, in FIDReC's opinion, unable to present his own case by reason of old age, illiteracy or infirmity of mind or body; or
- (c) in any other case, subject to FIDReC's approval upon application by the claimant.

11. Resolution by mediation and adjudication

11.1 In line with FIDReC's Terms of Reference providing for resolution of a dispute by mediation and adjudication -

- (a) FIDReC will proceed to mediate the claim with a view to resolving the claim on an amicable basis; and
- (b) if a settlement cannot be reached after mediation, the claim will proceed to adjudication by an Adjudicator to be appointed by FIDReC.

11.2 To facilitate the mediation and where necessary, the adjudication, FIDReC may issue such rules and directions as it deems necessary. This includes rules and directions pertaining to matters such as inspection and/or re-survey of the damaged vehicle, submission and exchange of relevant documents, personal attendance of the claimant, the insurer and their witnesses, if any, in any proceedings before FIDReC.

12. Effect of Adjudicator's decision

12.1 In line with Rule 26 of FIDReC's Terms of Reference -

- (a) the determination and/or award of the Adjudicator is binding on the insurer;
- (b) the claimant is free to choose whether to accept the determination and/or award; and
- (c) where the claimant accepts the determination and/or award by executing a Settlement Agreement with the insurer in accordance with the determination and/or award, both the claimant and the insurer are bound by the determination and/or award.

13. Insurer's contribution to legal fees incurred by the claimant

13.1 A claimant who has retained a solicitor for advice and/or assistance in bringing a claim in accordance with the provisions of this protocol will have incurred legal costs. The amount payable by the insurer as a contribution towards the legal fees excluding disbursements incurred by the claimant is as follows:

Stage of proceedings Sum Settled (excluding interest)	Where liability and quantum are settled before lodgment of the claim with FIDReC	Where liability and quantum are resolved whether through mediation or adjudication after lodgment of the claim with FIDReC
Less than \$1,000	\$300	\$350
\$1,000 to \$2,999	\$400	\$500

A letter from the solicitor confirming that he has been retained by the claimant for the purpose as aforesaid will suffice.

13.2 FIDReC has full discretion to disallow the claimant the contribution towards his legal fees or part thereof if -

- (a) the claim is dismissed by the Adjudicator; or
- (b) the claimant has failed to comply with this protocol or has acted unreasonably in the conduct of his claim, even if he is the successful party.

14. Time for payment by the insurer

14.1 Payment of damages and any contribution towards the claimant's legal fees should be made by the insurer within 14 days from the date of the execution of the Settlement Agreement or in the absence of a Settlement Agreement, within 14 days from the date of settlement of the claim.

14.2 If the claimant had retained a solicitor for advice and/or assistance in bringing a claim in accordance with the provisions of this protocol, payment as specified herein should be made by the insurer directly to the solicitor.

15. Exemption from the pre-writ stages of the Pre-Action Protocol for Non-Injury Motor Accident Cases (Subordinate Courts ePractice Direction No. 2 of 2011)

15.1 Where Court proceedings are to commence, a claimant who has complied with paragraphs 3 and 8 of this protocol prior to lodgment of his claim with FIDReC will not be required to take the steps prescribed in paragraphs 2 and 7 of the Pre-Action Protocol for Non-Injury Motor Accident Cases but may file his Writ of Summons in Court upon giving the potential defendant and the insurer 10 clear days' notice by letter of his intention to do so. He is also to inform the potential defendant and the insurer the names of all the parties he is suing.

16. Exceptions

16.1 In any case where -

- (a) the claimant is a body corporate or a partnership;
- (b) one or more of the vehicles involved in the accident is a government, a foreign-registered or a diplomatic vehicle;
- (c) the insurer has a counterclaim of \$3,000 or more and has elected in favour of court proceedings to be commenced on the claim pursuant to paragraph 4.5 of this protocol;
- (d) the claimant has lodged his claim directly with FIDReC independently of this protocol;
- (e) the claimant is not claiming under his own insurance policy in respect of a counterclaim which may otherwise be lodged with FIDReC;
- (f) the insurer for the claim or the counterclaim (if any) has repudiated liability;
- (g) an allegation is made 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 produced;

- (h) proceedings are still ongoing before FIDReC after a lapse of 6 months from the date when all relevant documents pertaining to the accident requested by FIDReC have been submitted and the claimant has attended the first interview at FIDReC, whichever is later; or
- (i) there is other good and sufficient reason shown to the Court why the claim ought not to have been lodged or the proceedings ought not to have been 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 directs otherwise.

17 Costs in relation to pre-repair inspection

17.1 Where the claimant has without good reason repaired or caused repairs to be carried out to his vehicle without first notifying the insurer of the accident or without giving the insurer an opportunity to inspect the damage to the vehicle during the next two (2) working days excluding Saturdays, Sundays and public holidays following the notification, then on account of such omission and in exercise of their discretion –

- (a) FIDReC may disallow the claimant the insurer's contribution towards his legal costs or part thereof; or
- (b) where an action in Court is commenced, the Court may impose sanctions as to costs against the claimant.

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

18 Sanctions for breach of this protocol

18.1 Where the claimant 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 less than \$3,000 and the pleaded 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 of the Adjudicator.

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

18.3 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 for the claimant to comply with this protocol.

19. Application of Limitation Act (Cap. 163)

19.1 Nothing in this protocol shall 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).

19.2 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 for the claimant to comply with this protocol.

Sample Letter of Claim to the Potential Defendant (To Be Copied to the Insurer)

To: [Defendant's Name]
[Address]

Dear Sir

We are instructed by [name of claimant] to claim damages against you in connection with 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 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 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 your insurer should state its position on our client's claim, for example, whether the claim is admitted or denied or make an offer, within 6 weeks of your receipt of this letter, failing which our client will have no alternative but to lodge his claim with the Financial Disputes Resolution Centre (FIDReC) without further notice to you or your insurer. If the claim is not admitted in full, your insurer must give reasons and send to us a copy each of all relevant supporting documents.

Please also note that if you have a counterclaim against our client arising out of the accident, your insurer is also 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.

If your counterclaim is for a sum of \$3,000 or more, your insurer should also inform us in writing within 6 weeks of your receipt of this letter, whether your insurer requires our client to commence court proceedings instead of lodging his claim with FIDReC in the event that a settlement cannot be reached. Our client will lodge his claim with FIDReC if your insurer does not elect in favour of court proceedings within the requisite period of 6 weeks.]

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 Reply to Letter of Claim

To: [Claimant or claimant's lawyer]
[Address]

Dear Sirs

[Heading, if any e.g. as per letter of claim]

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

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]

The particulars of the insurance officer in charge of the matter are as follows:

Name:

Telephone number:

Fax number:

File reference number:

Yours faithfully

cc [Other defendants and their insurers]

Sample Letter by Claimant before Lodgment of Claim with FIDReC

To: [Defendant and his insurer]
[Address]

Dear Sir

[Heading, if any 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 lodge a claim with the Financial Industry Disputes Resolution Centre (FIDReC) against you/your insured.

[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]