

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**  
**PRACTICE DIRECTIONS**  
**AMENDMENT NO 4 OF 2012**

It is hereby notified for general information that, with effect from 22 November 2012, the existing Appendix FB of the Subordinate Courts Practice Directions will be deleted and replaced by the following new Appendix FB:

*Appendix FB.*

2. By this amendment to Appendix FB of the Practice Directions, the Pre-Action Protocol for Personal Injury Claims referred to in paragraph 25C of the Practice Directions is modified by the introduction of the Single Joint Expert scheme for the appointment of a Single Joint Expert by the parties in a case where the quantum of general damages is less than \$20,000 before the apportionment of liability and excluding interest. In addition, and for good, uniform practice, new Forms 5 (*Letter of Instruction to Medical Expert*) and 5A (*Medical Report Form where quantum of general damages before apportionment of liability and excluding interest is less than \$20,000*) are incorporated in the Pre-Action Protocol for parties to use when writing to their medical expert(s).

Dated this 22<sup>nd</sup> day of August 2012.



JENNIFER MARIE  
REGISTRAR  
SUBORDINATE COURTS

## 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 —
  - (a) claims arising from motor vehicle accidents and industrial workplace accidents;
  - (b) personal injury claims with or without an additional claim for property damage arising from the same accident; and
  - (c) claims arising from fatal accidents,but does not apply to medical negligence claims.
- 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 the extent to which this protocol has been complied with by the parties.
- 1.5 This protocol only governs the conduct of the parties from the time a claimant decides to file a personal injury claim in Court. Prior to such time, the parties are at liberty to correspond or negotiate with each other in any manner they see fit.
- 1.6 This protocol does not affect any privilege that may apply to any communication between the parties that is undertaken in compliance with it.
- 1.7 This protocol encourages the parties to jointly select medical experts before proceedings commence.

## **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 suffered by the claimant;
- (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 officer or the relevant officer from the Ministry of Manpower); and
- (f) in cases where the claimant has passed away, the results of any prosecution or Court proceeding arising from the same accident, including the State Coroner's verdict, where available.

2.3 In respect of claims where —

- (a) the estimated quantum for general damages is less than \$20,000 before any apportionment of liability (but excluding interest); and
- (b) the claimant intends to appoint one or more experts for the purpose of the proceedings,

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

- 2.4 In respect of claims which are estimated to exceed the quantum specified in paragraph 2.3, the claimant and the potential defendant and/or their respective insurers shall endeavour, as a matter of best practice, to follow the procedure set out in this protocol for the appointment of a mutually agreed medical expert. The claimant's treating and/or reviewing doctor may, by consent, be appointed as the medical expert mutually agreed by both parties.
- 2.5 If the claimant is non-resident in Singapore, the letter of claim shall further state the date the claimant is required to depart from Singapore once the relevant permits expire or are cancelled and, where available, the date of his intended departure from Singapore. This is to afford the potential defendant or his insurer an opportunity to arrange for a medical examination of the claimant by a medical expert mutually agreed by both parties in each relevant specialty, or where there is no agreement, a medical re-examination of the claimant by a medical expert appointed by the potential defendant or his insurer prior to the claimant's departure from Singapore.
- 2.6 The claimant must enclose with his letter of claim a copy each of all relevant supporting documents, where available, such as the following:

**For motor vehicle accident cases:**

- (a) GIA reports and police reports, together with type-written transcripts of all persons involved in the accident;
- (b) police sketch plan or, if that is unavailable, the claimant's sketch of the accident;
- (c) results of police investigations or outcome of prosecution for any traffic offence(s) arising from the same accident;
- (d) police vehicle damage reports;
- (e) original, coloured copies or scanned photographs of damage to all vehicles;
- (f) original, coloured copies or scanned photographs of the accident scene;
- (g) 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).

**For industrial workplace accident cases:**

- (a) claimant's sketch of the accident;
- (b) Ministry of Manpower's 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;
- (g) bills for medical treatment and evidence of payment;
- (h) income tax notices of assessment and/or other evidence of income and loss thereof; and
- (i) supporting documents for all other expenses claimed (if any).

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

- (a) claimant's sketch of the accident;
- (b) original, coloured copies or scanned photographs of the accident scene;
- (c) 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).

2.7 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 the following:

- (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).

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

### **3. Potential Defendant's response**

#### **Acknowledgment letter**

- 3.1 In this protocol, "the potential defendant" means the potential defendant if he is not claiming under his insurance policy, or his insurer if he is claiming under his insurance 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 For any personal injury claim arising from a motor vehicle accident, if the potential defendant wishes to inspect the claimant's vehicle, a request for inspection shall be included in the acknowledgement of receipt.

3.4 If the claimant does not receive an acknowledgement letter from the potential defendant within the requisite **14 days** stipulated in paragraph 3.2, he may commence proceedings without any sanction by the Court.

**Joint selection of medical experts**

3.5 In respect of claims where paragraph 2.3 is applicable, within **14 days** of sending the acknowledgment letter to the claimant, the potential defendant shall send a letter to the claimant stating whether he agrees or has any objections to any of the medical experts named in the claimant's letter of claim. For this purpose, the following provisions will apply:

- (a) If the potential defendant agrees to any of the named medical experts stated in the claimant's letter of claim, the claimant shall instruct a mutually agreeable medical expert in each of the relevant specialty by sending the expert a letter of instruction within **14 days**. The medical expert mutually agreed upon by both parties and instructed by the claimant shall be referred to as the 'single joint expert'.
- (b) The letter of instruction referred to in sub-paragraph (a) above must be copied to the potential defendant. As a matter of best practice, a medical report form (Form 5A) may be sent to the single joint expert for low value claims where general damages is less than \$20,000 before apportionment of liability and excluding interest and a letter in Form 5 may be sent to the single joint expert for higher value and/or more complex claims.
- (c) If the potential defendant objects to all the listed medical experts in the claimant's letter of claim for any relevant specialty, the potential defendant shall state a list of the name(s) of one or more medical experts in each relevant specialty whom he considers as suitable to instruct. The claimant shall within **14 days** from the date of receipt of the letter from the potential defendant state if he has any objections to one or more of the named medical experts stated in the potential defendant's letter of reply.
- (d) If the claimant agrees to any of the named medical experts stated in the potential defendant's letter of reply referred to in sub-paragraph (c) above, the claimant shall instruct a mutually agreeable medical expert in each of the

relevant specialty by sending the expert a letter of instruction within **14 days** in accordance with sub-paragraph (a) above. The letter of instruction must be copied to the potential defendant and the claimant may as a matter of best practice, comply with sub-paragraph (b) above on the use of Form 5 or Form 5A. The medical expert mutually agreed upon by both parties and instructed by the claimant shall be referred to as the 'single joint expert'.

- (e) If the claimant objects to all the listed medical experts in the potential defendant's letter of reply (referred to in sub-paragraph (c) above) for any of the relevant specialty, both parties may then instruct medical experts of their own choice for each relevant specialty that parties are unable to agree upon.
- (f) If the claimant or the potential defendant fails to reply or fails in his reply to object to any of the medical experts listed in the other party's letter within the timeline stipulated by this protocol, the party who fails to reply or to object is deemed to have agreed to the appointment of any of the medical experts stated in the other party's letter as a single joint expert.
- (g) The costs of the medical examination of the claimant and medical report to be provided by the single joint expert shall be paid first by the claimant who may seek to recover the costs as part of his claim for reasonable disbursements.
- (h) Either party may send to the single joint expert written questions relevant to the issues or matters on which the medical report is sought. The questions are to be copied to the other party.
- (i) In the event that there is no agreement by the claimant and the potential defendant on the appointment of a medical expert and the potential defendant wishes to arrange for the claimant to undergo a medical examination by his own medical expert, the potential defendant shall within **14 days** from the date of receipt of the claimant's letter of reply 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.



### **Substantive reply to claimant**

- 3.6 If the potential defendant replies to the claimant with only an acknowledgement of receipt, then, subject to paragraph 3.5, the potential defendant shall within **8 weeks** from the date of receipt of the letter of claim, reply to the claimant substantively. For this purpose, the following provisions will apply:
- (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 must be provided.
  - (b) Subject to subparagraph (d) below, the reply must state the potential defendant's position on the claim on both liability and quantum (e.g. whether the claim is admitted or denied) or make an offer of settlement. If the claim is not admitted in full, the potential defendant must give reasons and send copies of all relevant supporting documents.
  - (c) The potential defendant must also provide any of the relevant documents listed under paragraph 2.6. If the potential defendant's 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.
  - (d) Pending the receipt of the medical report from the medical expert appointed under paragraph 3.5 and/or inspection report of the claimant's vehicle pursuant to paragraph 3.3 (as the case may be), the reply shall state the potential defendant's position on liability and his preliminary position on quantum or, if he is unable to do so, reserve his position on quantum. Within **14 days** of receipt of the medical report from the medical expert and/or the inspection report of the claimant's vehicle, the potential defendant must state his position on quantum (e.g. whether the quantum claimed is admitted or denied) or make an offer of settlement.
- 3.7 If the claimant does not receive the potential defendant's substantive reply to his letter of claim within the requisite **8 weeks** stipulated in paragraph 3.6, he may commence proceedings without any sanction by the Court.

## **4. Counterclaim**

- 4.1 If the potential defendant has a counterclaim, he must include it in his reply, giving full particulars of the counterclaim together with all relevant supporting documents. If the potential defendant is pursuing his counterclaim separately, i.e. his insurer is only handling his defence but not his counterclaim, the potential defendant must send a letter to the claimant giving full particulars of the counterclaim together with all relevant supporting documents within **8 weeks** from receipt of the letter of claim. If the 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, paragraphs 2 and 3 above shall apply with the necessary modifications.
- 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, paragraphs 2 and 3 shall apply with the necessary modifications. 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 must be copied to the claimant.
- 5.2 The protocol set out in paragraphs 2, 3 and 4 is applicable to the third party or, if he is claiming under his insurance policy, his insurer, as though the potential defendant were the claimant, and the third party or his insurer were the potential defendant, as the case may be.

## **6. Fourth parties**

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

## **7. Medical reports**

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

## **8. Other information and documents**

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

## **9. Right of parties to appoint another medical expert after a single joint expert has been appointed**

9.1 For the avoidance of doubt and subject to paragraph 13 of this protocol, the appointment of a single joint expert or the deemed consent to the appointment of a single joint expert under paragraph 3.5(f) does not preclude any party from subsequently obtaining and/or relying on a report of a separate medical expert of his choice.

## **10. Negotiation**

10.1 After all the relevant information and documents have been exchanged or as soon as it is practicable, the parties shall negotiate with a view to settling the matter at the earliest opportunity. 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

paragraphs 3.4 and 10.2 apply, the claimant may commence legal action after giving —

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

10.2 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.

## **11. Interim payment**

11.1 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 must state the in his letter —

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

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

11.2 The potential defendant must reply to the claimant within **14 days** of receipt of the letter, stating whether or not the request for interim payment is acceded to and the amount offered. Reasons must be given in the reply if the request is not acceded to in full. 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.

11.3 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.

11.4 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).

**12. Costs Guidelines**

12.1 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.

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

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

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

<b>Stage of proceedings</b>	<b>Costs allowed (exclusive of disbursements)</b>
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 <sup>st</sup> day of trial or part thereof	\$4,000-\$5,000
Subsequent day of trial or part thereof/ Assessment of damages	Up to \$1,000 per day or part thereof

**13. Costs in respect of appointment of medical experts**

13.1 If, notwithstanding the provisions of this protocol, the claimant and the potential defendant or the insurer of the potential defendant choose to —

- (a) appoint separate medical experts; or

- (b) appoint a separate medical expert even though a single joint expert has been appointed,

the Court shall decide whether the costs of and incidental to the appointment of any of the additional medical experts should be recoverable.

13.2 In exercising its discretion in cases where the settled sum or the Court's adjudication on general damages is less than \$20,000 before the apportionment of liability (but excluding interests), the Court shall have regard to all the relevant factors including but not limited to any or all of the following factors:

- (a) the complexity of the injuries;
- (b) the complexity of the claim in respect of loss of earning capacity and/or loss of future earnings;
- (c) whether a party has acted unreasonably in objecting to the other party's proposed medical expert;
- (d) whether a party had incurred unnecessary costs in appointing a separate medical expert even though a single joint expert has been appointed.

#### **14. Exceptions**

14.1 The Court will not impose sanctions on the claimant where there are good reasons for non-compliance with any of the provisions of this protocol. Such good reasons include, but are not limited to, the fact that attempts were made by the parties to resolve the claim through the Singapore Mediation Centre or the Law Society of Singapore's Arbitration Scheme.

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

**15. Early agreement on liability**

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

**16. Pre-action protocol checklist wherever litigation is necessary**

- 16.1 Where litigation is to commence, the claimant must file, together with his writ of summons, a Pre-Action Protocol Checklist (in Form 4) duly completed. This paragraph applies with the necessary modifications to any counterclaim or any claim against any third, fourth and subsequent parties.

**Sample Letter of Claim to Potential Defendant**

To: [Potential Defendant's Name]

[Address]

Dear Sir

[Claimant's full name]

[Claimant's address]

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

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

In compliance with the pre-action protocol under paragraph 25C of the Subordinate Courts' Practice Directions, we propose using one of the following medical experts as a single joint expert:

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

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

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

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

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

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

Yours faithfully

encs

cc [Potential Defendant's insurer]

[Other potential defendant and his insurer]

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

Form 2

**Sample Acknowledgement of Letter of Claim**

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

To: [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))]*

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

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

*[or*

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

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

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

Yours faithfully

cc [Other potential defendants and their insurers]

**Sample Letter by Claimant before issue of Writ of Summons**

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

Dear Sir

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

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

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

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

Yours faithfully

cc [Other potential defendants and their insurers]

**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.

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3. Is the question of liability agreed?

Ans. Yes/No.

4. Is the question of quantum agreed?

Ans. Yes/No.

5. Have the parties agreed on a single joint medical expert?

Ans. Yes/No.

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

Ans. Yes/No.

7. 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 or, if that is unavailable, the plaintiff'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 plaintiff'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 plaintiff'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)

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

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

Ans. Yes/No.

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

Ans. Yes/No.

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

Ans. Yes/No.

11. Were there any other parties involved in the accident?

Ans. Yes/No.

If yes, please provide details.

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**Letter of Instruction to Medical Expert**

*(where quantum of general damages before apportionment of liability and  
excluding interest is \$20,000 or more)*

*Dear Sir,*

Re: *(Name and IC No. of Claimant)*

D.O.B. –

Date of Accident –

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

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

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

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

obtained: We have obtained the notes and records from our Client's GP and/or Hospitals attended and have enclosed them herewith for your reference).

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

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

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

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

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

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

Yours faithfully

cc Potential defendant and/or his insurer

Form 5A

**Medical Report**

(where quantum of general damages before apportionment of liability and excluding interest is less than \$20,000)

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

(b)

(c)

(iv) Treatments administered on the Claimant are as follows:  
(Including types of medication prescribed and procedures carried out)

(a)

(b)

(c)

(v) The Claimant was given:

\_\_\_\_\_ days of medical / hospitalisation leave from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ days leave for light duty from \_\_\_\_\_ to \_\_\_\_\_

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

**Section D: Prognosis / Outcomes, if known**

*(Include opinion on whether the Claimant requires future treatment and if so, what kind)*

I would recommend the Claimant to:

Return for follow up on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (dd/mm/yy)

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

**Section E: Whether injuries sustained are consistent with the mechanism of assault / injury as described by the Claimant**

*(include other concluding remark, if any)*

**Section F: Details of Registered Medical Practitioner Completing The Form**

Name \_\_\_\_\_

Qualifications \_\_\_\_\_

Appointment \_\_\_\_\_

Hospital / Department / Medical Clinic \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

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

### **The doctor as an independent medical expert**

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

### **The doctor as a single joint expert**

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

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

### **Duties and requirements pertaining to the doctor's medical report**

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