IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE
PRACTICE DIRECTIONS
AMENDMENT NO. 12 OF 2014

It is hereby notified for general information that, with effect from 15th January 2015, the State Courts Practice Directions will be amended as follows:

(a) the existing paragraphs 25, 25B and 25C will be deleted and replaced by the following new paragraphs:

New paragraphs 25, 25B and 25C

(b) the existing Form 9A in Appendix B will be deleted and replaced by the following new Form:

New Form 9A of Appendix B

(c) the existing Annex B to Appendix F will be deleted and replaced by the following new Annex:

New Annex B to Appendix F

(d) the existing Appendices C and FB will be deleted and replaced by the following new Appendices:

New Appendices C and FB

2 The new paragraphs 25, 25B and 25C, Form 9A of Appendix B incorporate amendments which relate to changes in the Neutral Evaluation process used in Court Dispute Resolution sessions for motor accident cases. The changes prescribe the use of the Motor Accident Guide (1st Edn., 2014 State Courts, Singapore) ("Motor Accident Guide") as the main resource in providing parties an indication on the issue of liability of the parties, with Court indication as to the likely apportionment of liability of the parties at trial to be provided primarily in cases where the factual matrix of the particular motor accident does not correspond substantially with any of the scenarios set out in the Motor Accident Guide.

3 The amendments to Appendix C, Annex B to Appendix F and Appendix FB:

(a) provide for pre-writ disclosure of video recordings of the accident;

(b) provide for post-writ disclosure of video-recordings of the accident for cases, where these recordings were not earlier disclosed; and

(c) provide for use of the Motor Accident Guide in pre-writ negotiations with a view to early resolution on the issue of liability.

Dated this 15th day of December 2014.

JENNIFER MARIE
REGISTRAR
STATE COURTS

25. Overview of Alternative Dispute Resolution (ADR) for civil cases

(1) This Part of the Practice Directions focuses on ADR for *civil* disputes only.

(2) ADR should be considered at the earliest possible stage. Court-sponsored ADR services give the parties the opportunity to resolve their disputes faster and more cheaply compared to litigation. These services are collectively termed "Court Dispute Resolution" (CDR) and are provided by the Court for free. CDR sessions are convened under Order 34A of the Rules of Court, which empowers the Court to convene pre-trial conferences for the purpose of the "just, expeditious and economical disposal of the cause or matter".

(3) In addition to CDR sessions provided by the Courts, the Courts also encourage parties to consider using other ADR procedures, such as the following:

(a) Arbitration under the Law Society's Arbitration Scheme; and
(b) Mediation by private mediation service providers.

Processes used for Court Dispute Resolution sessions

(4) CDR is provided by the Primary Dispute Resolution Centre of the State Courts (PDRC). There are 2 processes used —

(a) Mediation; and

(b) Neutral Evaluation.

(Solicitors may refer to the State Courts' website at http://www.statecourts.gov.sg under "Civil Justice Division, Court Dispute Resolution", for more information on these processes.)

(5) CDR sessions are conducted on a "without prejudice" basis. All communications at CDR sessions, except terms of settlement or directions given for trial, are confidential pursuant to Order 34A, Rule 7 of the Rules of Court, and shall not be disclosed in any court document or at any court hearing.

(6) If the parties are unable to resolve their dispute at the CDR session, the Judge will give the necessary directions for the action to proceed to trial. The action will be tried by another Judge other than the Judge conducting the CDR session.

Presumption of ADR for all cases

(7) A "presumption of Alternative Dispute Resolution" applies to all civil cases. The Court encourages parties to consider ADR options as a "first stop", at the earliest possible stage. The Court will, as a matter of course, refer appropriate matters to ADR**.**

Presumption of ADR for non-injury motor accident (NIMA) claims, personal injury claims and medical negligence claims

(8) All *non-injury motor accident and personal injury cases excluding claims where the pleadings contain an allegation of a negligent act or omission in the course of medical or dental treatment ("medical negligence claims") filed in court* will be fixed for CDR. The Court will send a notice to the solicitors fixing the date of the first CDR session within 8 weeks after the memorandum of appearance is filed.

(9) Subject to subparagraph (10) below, the Judge will use the process of *Neutral Evaluation and indicate the likely apportionment of liability of the parties at trial*. The parties may then negotiate using the indication as a basis. The procedure and protocols set out in paragraphs 25B and 25C of these Practice Directions shall apply, as appropriate, to these claims.

(10) For NIMA and personal injury claims arising from motor vehicle accidents, the Judge will provide an indication on the likely apportionment of liability of the parties at trial if —

(a) the factual matrix of the particular motor accident does not correspond substantially with any of the scenarios set out in the Motor Accident Guide (1st Edn., 2014 State Courts, Singapore) ("Motor Accident Guide"); or

(b) despite the parties' reasonable efforts in resolving the question of liability through negotiation with reference to the Motor Accident Guide before the CDR session, no settlement has been reached.

(11) All medical negligence claims will be fixed for CDR. The Court will send a notice to the solicitors fixing the date of the first CDR session within 4 weeks after the writ is filed. The procedure and protocols set out in paragraph 25D of these Practice Directions shall apply, as appropriate, to these claims.

Presumption of ADR for other cases (excluding NIMA, personal injury and medical negligence cases)

Cases that are subject to the simplified process under Order 108 of the Rules of Court (Magistrate's Court cases filed on or after 1st November 2014 and by consent, District Court cases filed on or after 1st November 2014)

(12) All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

(13) The Court will convene a case management conference within 50 days of the filing of the Defence pursuant to Order 108, Rule 3 of the Rules of Court. At the case management conference, *the Court may refer cases for the most appropriate mode of ADR, where —*

(a) the parties consent to the case being referred for resolution by the ADR process; or

(b) where the Court is of the view that doing so would facilitate the resolution of the dispute between the parties.

(14) Paragraph 171 of these Practice Directions sets out details of the case management conference.

Cases that are not subject to the simplified process

(15) In all other cases commenced in a Magistrate's Court before 1st November 2014, and all cases commenced in a District Court on or after 1st April 2014, the Court will fix a Pre-Trial Conference (PTC) within 4 months after the filing of the writ if —

(a) the Defence has been filed;

(b) no summons for directions or application for summary judgment, striking out, stay, transfer or consolidation of proceedings has been taken out for the case; and

(c) no CDR session has been fixed.

(16) Such cases shall be automatically referred by the Court for the most appropriate mode of ADR during the PTC, unless the parties opt out of ADR.

(17) The procedure for referral to these ADR options is set out in paragraphs 25A of these Practice Directions.

Request for CDR

NIMA, personal injury and medical negligence cases

(18) A Request for CDR is not required to be filed for all NIMA, personal injury and medical negligence claims as the parties are automatically notified by the Court to attend CDR.

Cases subject to the simplified process in Order 108 (excluding NIMA, personal injury and medical negligence claims)

(19) For all cases commenced by writ on or after 1st November 2014 in a Magistrate's Court, parties are not required to file a Request for CDR as the Court will deal with matters concerning ADR at the case management conference. Further details are set out in Part XVIII of these Practice Directions.

Cases that are not subject to the simplified process (excluding NIMA, personal injury and medical negligence claims)

(20) For all such cases commenced before 1st November 2014 in a Magistrate's Court, and all cases commenced in a District Court, parties are not required to file a Request for CDR as the Court will refer the appropriate cases for CDR during PTCs or summonses for directions. A Request for CDR may be filed via the Electronic Filing Service when the parties wish to attempt CDR at an earlier stage.

Request for adjournment of CDR session

(21) A dedicated time slot is set aside for each CDR session. In order to minimise wastage of time and resources, any request for adjournment of a CDR session shall be made early. A request to adjourn a CDR session —

(a) for NIMA and personal injury claims shall be made *not less than 2 working days* before the date of CDR; and

(b) for other cases shall be made *not less than 7 working days* before the date of CDR.

(22) A request for an adjournment of a CDR session shall be made *only* by filing a "Request for Refixing / Vacation of Hearing Dates" via the Electronic Filing Service. The applicant shall obtain the consent of the other parties to the adjournment, and list the dates that are unsuitable for all the parties.

Sanctions for failure to make early request for adjournment, lateness or absence

(23) Where any party is absent without valid reason for the CDR session, the Court may exercise its powers under Order 34A, Rule 6 of the Rules of Court to "dismiss such action or proceedings or strike out the defence or counterclaim or enter judgment or make such order as it thinks fit".

(24) Where any party is late for the CDR session, this conduct may be taken into account by the Court when making subsequent costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court, which states —

> *"The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties' conduct in relation to any attempt at resolving the cause or matter by mediation or any other means of dispute resolution."*

25B. 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 and excluding survey fees, interests, costs and disbursements, is below $3,000 ("NIMA claims below $3,000"), claimants are to comply with the FIDReC pre-action protocol at Annex A in Appendix F of these Practice Directions before commencing court proceedings. The claims will be managed by FIDReC in accordance with FIDReC's Terms of Reference providing for mediation and adjudication of disputes. All parties are required to comply in substance and spirit with the terms of the protocol. A breach by one party will not exempt the other parties from following the protocol as far as they are able.

(b) Where the claimant has commenced an action in Court, the Court will consider compliance with the protocol in exercising its discretion as to costs. In particular, the Court will consider the following situations as non-compliance with the protocol by the claimant:

(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; and

(iii) the claimant has failed to obtain a judgment that is more favourable than the award of the FIDReC Adjudicator.

(c) If non-compliance with the protocol has led to incurring unnecessary costs, the Court may make the following orders:

(i) an order disallowing a party at fault his costs, or some part of his costs, even if he succeeds;

(ii) an order that the party at fault pay the other party or parties their costs of the proceedings, or part of those costs; and

(iii) an order that the party at fault pay those costs on an indemnity basis.

(d) The Court will consider compliance with the protocol in exercising its discretion when deciding the amount of interest payable and may make the following orders:

(i) an order awarding a successful party who has complied with the protocol interest from an earlier period; and

(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 to require the claimant to comply with the protocol.

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

(a) For NIMA claims of $3,000 and above, claimants are to comply with the NIMA pre-action protocol at Annex B in Appendix F of these Practice Directions before commencing court proceedings.

(b) 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.

(c) All parties are required 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 so far as they are able.

(d) The Court will consider compliance with the protocol in exercising its discretion as to costs. If non-compliance with the protocol has led to incurring unnecessary costs, the Court may make the following orders:

(i) an order disallowing a party at fault his costs, or some part of his costs, even if he succeeds;

(ii) an order that the party at fault pay the other party or parties their costs of the proceedings, or part of those costs; and

(iii) an order that the party at fault pay those costs on an indemnity basis.

(e) The Court will consider compliance with the protocol in exercising its discretion when deciding the amount of interest payable and may make the following orders:

(i) an order awarding a successful party who has complied with the protocol interest from an earlier period; and

(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**

Court Dispute Resolution sessions for NIMA claims subject to the simplified process under Order 108 of the Rules of Court

(a) All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

(b) The requirement for upfront discovery under Order 108 Rule 2(4) of the Rules of Court and paragraph 170 of these Practice Directions apply to such cases.

(a) These claims will continue to be called for CDR within 8 weeks after the filing of the memorandum of appearance. In accordance with Order 108 Rule 3(8), there will be no case management conference convened as these claims will be dealt with following any pre-action protocol and practice direction issued by Registrar. Sub-paragraphs (3)(e) to (3)(j) also apply to these claims.

(b) Where parties are unable to resolve the case through CDR, the Court will manage the case, having regard to the provisions of Order 108 Rule 5 of the Rules of Court, by, amongst other things, —

(i) giving such directions as the Court thinks fit in order to ensure that the case progresses expeditiously (including directions for the list of witnesses to be called for trial, the appointment of a single joint expert where appropriate, the exchange and filing of Affidavits of Evidence-in-Chief and setting the matter down for trial);

(ii) fixing timelines to manage and control the progress of the case; and

(iii) taking such other action or making such other direction as the Court thinks appropriate in the circumstances including costs sanctions or unless orders.

Court Dispute Resolution sessions for all NIMA claims

(e) The Court will convene the first CDR session for all NIMA cases under Order 34A of the Rules of Court within 8 weeks after the filing of the memorandum of appearance. Solicitors shall comply with the relevant CDR guidelines in Appendix C of these Practice Directions when preparing for and attending CDR sessions for NIMA claims.

(f) The Judge will provide an indication on liability during the CDR session if —

(i) the factual matrix of the particular motor accident does not correspond substantially with any of the scenarios set out in the *Motor Accident Guide*; or

(ii) despite the parties' reasonable efforts in resolving the question of liability through negotiation with reference to the *Motor Accident Guide* before the CDR session, no settlement has been reached.

The solicitors for all parties seeking an indication on liability should complete a "Liability Indication Form" (see Form 9A) and submit it to the Judge at the first CDR Session.

(g) If the parties settle the issue of liability or quantum or both, they shall submit Form 9I to the Court to record the settlement terms or to enter a consent judgment.

(h) Parties may expect, generally, 3 sessions of CDR. If the matter is not settled at the third session, 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.

Directions made after entering consent interlocutory judgment

(i) Where the solicitors record a consent interlocutory judgment before the Court, they shall submit the "Form for Application for Directions under Order 37" (i.e. Form 9C). The Court shall give the necessary directions under Order 37 of the Rules of Court.

Forms

(j) Soft copies of the "Liability Indication Form" (Form 9A), "Form for Application for Directions under Order 37" (Form 9C) and "Recording Settlement/Entering Judgment by Consent (Form 9I) may be downloaded at http://www.statecourts.gov.sg under "Civil Justice Division, Court Dispute Resolution".

(4) **Benchmark rates for cost of rental and loss of use**

(a) Where the dispute involves a claim for damages in respect of a motor accident for cost of rental of a replacement car and/or loss of use, parties are to have regard to the Benchmark Rates for Cost of Rental and Loss of Use at Appendix G of these Practice Directions.

(b) The Benchmark Rates are to serve as a starting point and adjustments may be made according to the circumstances of each case.

25C. Personal Injury Claims

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

(a) In this paragraph —

"Form" means the appropriate Form in Appendix B to these Practice Directions;

"personal injury claims" refers to all actions for personal injuries including motor vehicle accidents ("PIMA") and industrial workplace accidents, *but excluding actions where the pleadings contain an allegation of a negligent act or omission in the course of a medical or dental treatment*;

"personal injury claims" refers to claims for personal injury with or without an additional claim for property damage arising from the same accident.

(b) Claimants in personal injury claims are to comply with the Pre-Action Protocol for Personal Injury Claims at Appendix FB to these Practice Directions before commencing court proceedings. All parties are required 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 so far as they are able.

(c) In exercising its discretion as to costs, the Court will consider compliance with the protocol. If non-compliance has led to unnecessary costs, the Court may make the following orders:

(i) an order disallowing a defaulting party his costs, or some part of his costs, even if he succeeds;

(ii) an order that the defaulting party pay the other party or parties their costs of the proceedings, or part of those costs; and

(iii) an order that the defaulting party pay those costs on an indemnity basis.

(d) The Court will consider compliance with the protocol in exercising its discretion when deciding the amount of interest payable and may make the following orders:

(i) an order awarding a successful party who has complied with the protocol interest from an earlier period; and

(ii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be specified.

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

Court Dispute Resolution sessions for personal injury claims subject to the simplified process under Order 108 of the Rules of Court

(a) All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

(b) The requirement for upfront discovery under Order 108 Rule 2(4) of the Rules of Court and paragraph 170 of these Practice Directions apply to such cases.

(c) These claims will continue to be called for CDR within 8 weeks after the filing of the memorandum of appearance. In accordance with Order 108 Rule 3(8), there will be no case management conference convened as these claims will be dealt with following any pre-action protocol and practice direction issued by Registrar. Sub-paragraphs (2)(e) to (2)(m) also apply to these claims.

(d) Where parties are unable to resolve the case through CDR, the Court will manage the case, having regard to the provisions in Order 108 Rule 5 of the Rules of Court, by, inter alia, —

(i) giving such directions as the Court thinks fit in order to ensure that the case progresses expeditiously (including directions for the list of witnesses to be called for trial, the appointment of a single joint expert where appropriate, the exchange and filing of Affidavits of Evidence-in-Chief and setting the matter down for trial);

(ii) fixing timelines to manage and control the progress of the case; and

(iii) taking such other action or making such other direction as the Court thinks appropriate in the circumstances including costs sanctions or unless orders.

Court Dispute Resolution sessions for all personal injury claims

(e) *For all personal injury claims*, the Court will convene the first CDR session under Order 34A of the Rules of Court within 8 weeks after the filing of the memorandum of appearance. Solicitors shall comply with the relevant CDR

guidelines in Appendix C to these Practice Directions when preparing for and attending CDR sessions for personal injury claims.

(f) During a CDR session, the Court may vary the automatic directions provided under Order 25, Rule 8 of the Rules of Court to facilitate settlement of the dispute, pursuant to its powers under O 34A, Rule 1(1) of the Rules of Court.

Court Indications on Liability and Quantum

(g) In CDR sessions for personal injury claims, *except PIMA claims*, the Judge will provide indications on *both liability and quantum* of the claim. The solicitors for all the parties shall submit a "Quantum Indication Form" (see Form 9B) to the Judge at the first CDR session.

(h) *For PIMA claims*, the Judge will provide an indication on liability if

(i) the factual matrix of the particular motor accident does not correspond substantially with any of the scenarios set out in the *Motor Accident Guide*; or

(ii) despite the parties' reasonable efforts in resolving the question of liability through negotiation with reference to the *Motor Accident Guide* before the CDR session, no settlement has been reached.

The solicitors for all parties seeking an indication on liability shall submit a "Liability Indication Form" (see Form 9A) to the Judge at the first CDR session. Whether or not an indication on liability is given, the Judge may, at his own discretion in appropriate cases or at solicitors' request, provide an indication on quantum. Solicitors requesting an indication on quantum should obtain each other's consent before the CDR session, and submit the Quantum Indication Form (i.e. Form 9B) to the Judge at the first CDR session.

Recording of terms of settlement or judgment

(i) If the parties settle the issue of liability or quantum or both, they shall submit Form 9I to the Court to record settlement terms or to enter a consent judgment.

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

(j) Where solicitors record interlocutory judgment before the Court whether by consent or after trial on liability, they shall submit the "Form for Application for Directions under Order 37" (i.e. Form 9C). The Court shall give the necessary directions under Order 37 of the Rules of Court. Alternatively, pursuant to Paragraph 25E(3) of these Practice Directions, where solicitors wish to request for a fast track ADCDR session after recording an

interlocutory judgment, they shall file Form 9G in place of Form 9C.

(k) The trial judge shall give the necessary directions for assessment of damages by the Registrar under Order 37 of the Rules of Court after giving interlocutory judgment on liability. Solicitors shall submit the "Form for Application for Directions under Order 37" (i.e. Form 9C) and submit it to the trial judge after interlocutory judgment on liability is given.

(l) Where the CDR Judge has not given an indication on quantum earlier, the trial judge shall give an indication on quantum after delivery or recording of interlocutory judgment. Solicitors shall submit the Quantum Indication Form (i.e. Form 9B) to the trial judge.

Forms

(m) Soft copies of the "Liability Indication Form" (Form 9A), "Quantum Indication Form" (Form 9B) and "Form for Application for Directions under Order 37" (Form 9C), "Fast Track ADCDR Application Form" (Form 9G) and "Recording Settlement/Entering Judgment by Consent" (Form 9I) may be downloaded at http://www.statecourts.gov.sg under "Civil Justice Division, Court Dispute Resolution".

Form 9A

LIABILITY INDICATION FORM
(NIMA AND PIMA CLAIMS)

Instructions: **<u>Where liability indication is required</u>, this form is to be completed <u>before</u> the CDR session by <u>all solicitors</u> having conduct of the case.**

Case number: _____

CDR Date: _____

Plaintiff's Counsel/signature:_____

Defendant's Counsel/signature:_____

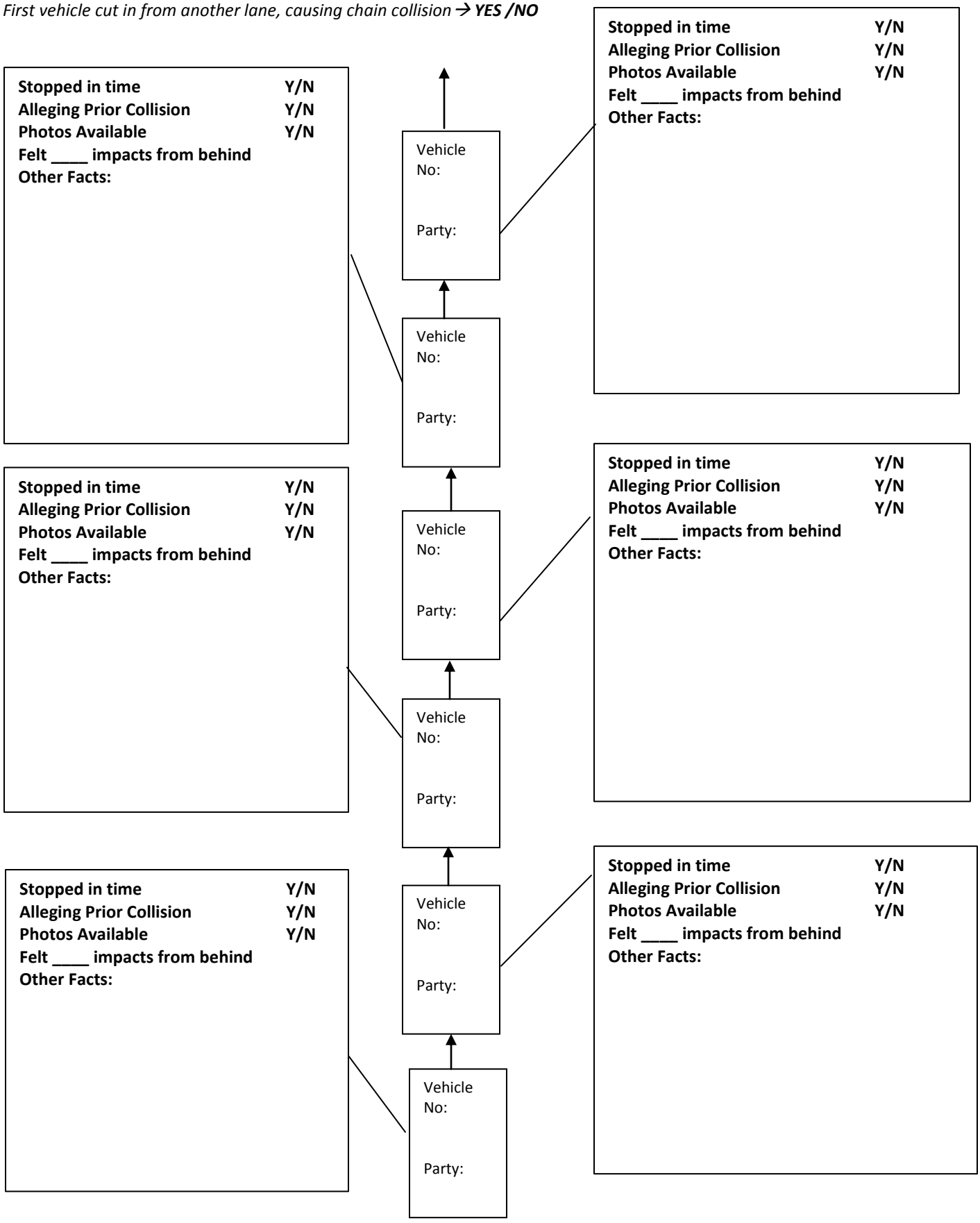
(Other Party's Counsel/signature):_____

(1) Case type	□ NIMA; or □ PIMA; or □ NIMA & PIMA □ Chain Collision involved (Use pg 2)	□ Accident involving motor vehicles only □ Pedestrian involved □ Cyclist involved □ Claim by passenger
(2) Other relevant details		
(a) Quantum of claim (if not agreed) Cost of repair:$_____ Loss of use/rental: $_____ General damages: $_____ Special damages: $_____	**(b) Have all parties been brought in?** □ Yes □ No Which party: _____	**(c) Is there a related suit?** □ Yes Suit No: _____ Status/outcome:_____ □ No
(d) Has police action been taken? □ Yes Which party: _____ Type of action: _____ □ No	**(e)(i) Are there scene photographs? ?** □ Yes □ No **(ii) Is there a a video recording?** □ Yes □ No Have parties exchanged these? □ Yes □ No	**(f) Is there an independent witness?** □ Yes Witness for: _____ Statement/SD/AEICavailable: _____ □ No

(3A) PLAINTIFF'S CASE	**(3B) DEFENDANT'S / OTHER PARTY'S CASE**
Is there a relevant scenario in the Motor Accident Guide? □ Yes Page / Serial number in MAG:_____ Plaintiff's proposal on liability: Plf: _____% Def: _____% Other Party: _____% Date proposal was made: _____ □ No	**Is there a relevant scenario in the Motor Accident Guide?** □ Yes Page / Serial number in MAG:_____ Defendant's proposal on liability: Plf: _____% Def: _____% Other Party: _____% Date proposal was made: _____ □ No
The following are enclosed with the indication form: □ GIA or police reports □ Scene / damage photographs □ Witness' statement/SD/AEIC (delete where inapplicable) **Sketch of accident** (if none in GIA/police report):	**The following are enclosed with the indication form:** □ GIA or police reports □ Scene / damage photographs □ Witness' statement/SD/AEIC (delete where inapplicable) **Sketch of accident** (if none in GIA/police report):

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

*First vehicle cut in from another lane, causing chain collision → **YES /NO***



APPENDIX C

GUIDELINES FOR COURT DISPUTE RESOLUTION FOR NON-INJURY MOTOR ACCIDENT CLAIMS AND PERSONAL INJURY CLAIMS

1. Introduction

1.1 The Primary Dispute Resolution Centre (PDRC) of the State Courts provides Court Dispute Resolution (CDR) services for all civil matters. Two main processes – mediation and neutral evaluation – are used.

1.2 According to Paragraphs 25B and 25C of the State Courts' Practice Directions, all non-injury motor accident claims and personal injury claims are to proceed for CDR within 8 weeks after the Memorandum of Appearance has been filed.

1.3 Neutral evaluation will be used in the CDR sessions for these cases. This appendix sets out the guidelines to be followed by solicitors.

2. Date of CDR

2.1 As stated in Paragraph 25B(3) and 25C(2) of the Practice Directions, solicitors in these cases will receive a notice from the Court fixing the first CDR session.

2.2 A request for an adjournment of a CDR session shall be made ***only*** by filing a "Request for Refixing / Vacation of Hearing Dates" via the Electronic Filing Service.

2.2.1 The applicant must obtain the consent of the other parties to the adjournment, and list the dates that are unsuitable for all the parties.

2.2.2 The request must be made *not less than 2 working days before the date of the CDR.*

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

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

2.3 **Direct Adjournment Applications**

2.3.1 Solicitors need not attend before the Judge managing the case to seek by-consent adjournments if they satisfy the following conditions:

(a) There are 3 or less CDRs prior to the application;

(b) The Judge has not directed that there be no further adjournments or further direct adjournments;

(c) The adjournment is not based on the grounds that parties are unable to obtain instructions; **and**

(d) The adjournment is based on one of the following grounds:

(I) Parties require more time for negotiations. Solicitors must update on negotiations by stating the specific offer on the application form;

(II) Parties are awaiting the results of police action or medical or re-inspection reports or are checking on the outcome of related suits;

(III) Not all the parties have been added;

(IV) Solicitor is fixed for another court hearing;

(V) Solicitor is away on ICT / Overseas / Medical leave; or

(VI) Party / Witness is unable to attend.

2.3.2 Where the conditions in the preceding paragraph are satisfied, parties may submit a Direct Adjournment Form to the registry staff at the PDRC Administration Counter on the day of the CDR itself. The application will be vetted and handled administratively by the court staff. They will provide a tentative return date to solicitors whose applications fulfil the conditions in the preceding paragraph. If the conditions have not been met, the court staff will not give a tentative return date but direct the applicant to attend before the Judge personally.

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

3. Attendance at CDR

3.1 Only solicitors are required to attend CDR sessions. Their clients need not be present unless the Judge directs for their attendance.

3.2 In certain cases, the Judge may direct the parties to attend subsequent CDR sessions. For instance, the drivers of the vehicles involved in a motor accident and eyewitnesses may be asked to be present at a later CDR session for the purpose of a more accurate neutral evaluation or to facilitate in negotiating a settlement.

4. Preparation for CDR

4.1 Documents to be exchanged prior to CDR:

4.1.1 For CDRs for **motor accident claims**, the following documents should be exchanged between solicitors before the first CDR session:

(a) Full and complete GIA reports and police reports including the names, identity card numbers and addresses of all persons involved in the accident, together with type-written transcripts of their factual accounts of the accident;
(b) sketch plan and if unavailable, the claimant's sketch of the accident;
(c) Results of police investigations or outcome of prosecution for traffic offence(s);
(d) Police vehicle damage reports;
(e) Original, coloured copies or scanned photographs of damage to all vehicles;
(f) Original, coloured copies or scanned photographs of the accident scene;
(g) Video recording of the accident;
(h) Repairer's bill and evidence of payment;
(i) Surveyor's report;
(j) Excess bill or receipt;
(k) Vehicle registration card;
(l) COE/PARF certificates;
(m) Rental agreement, invoice and receipt for rental of alternative vehicle (if any);
(n) Supporting documents for all other expenses claimed (if any).

4.1.2 Where **personal injury forms part of the motor accident claim**, the following documents should also be exchanged:
(a) Medical reports and specialist reports;
(b) Certificates for hospitalisation and medical leave;
(c) Bills for medical treatment and evidence of payment;
(d) Income tax notices of assessment and/or other evidence of income and loss thereof; and
(e) Supporting documents for all other expenses claimed (if any).

4.1.3 For CDRs for **industrial workplace accidents**, the following documents should be exchanged between solicitors before the first CDR session:
(a) The claimant's sketch of the accident;
(b) Ministry of Manpower investigation reports;
(c) Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any);
(d) Original, coloured copies or scanned photographs of the accident scene;
(e) Video recording of the accident;
(f) Medical reports and specialist reports;
(g) Certificates for hospitalisation and medical leave;
(h) Bills for medical treatment and evidence of payment;
(i) Income tax notices of assessment and/or other evidence of income and loss thereof; and
(j) Supporting documents for all other expenses claimed (if any).

4.1.4 For CDRs for **any personal injury claim not involving motor accidents or industrial workplace accidents**, the following documents should be exchanged before the first CDR session:

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

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

5. CDR Session

Claims subject to the simplified process under Order 108 of the Rules of Court

5.1 All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

5.2 The requirement for upfront discovery under Order 108 Rule 2(4) of the Rules of Court (Cap. 322, R 5) and paragraph 170 of these Practice Directions apply to such cases.

5.3 These claims will continue to be called for CDR within 8 weeks after the filing of the memorandum of appearance. There will be no case management conference convened. The rest of the guidelines in Appendix C also apply to CDRs for these claims.

5.4 Where parties are unable to resolve the case through CDR, the Court will manage the case, having regard to the provisions in Order 108 Rule 5 of the Rules of Court, by, inter alia, —

(a) giving such directions as the Court thinks fit in order to ensure that the case progresses expeditiously (including directions for the list of witnesses to be called for trial, the appointment of a single joint expert where appropriate, the exchange and filing of Affidavits of Evidence-in-Chief and setting the matter down for trial);

(b) fixing timelines to manage and control the progress of the case; and

(c) taking such other action or making such other direction as the Court thinks appropriate in the circumstances including costs sanctions or unless orders.

Indications on liability and quantum

5.5For NIMA and PIMA cases, the Judge will provide an indication on liability at the first CDR session if —

(a) the factual matrix of the particular motor accident does not correspond substantially with any of the scenarios set out in the Motor Accident Guide; or

(b) despite the parties' reasonable efforts in resolving the question of liability through negotiation with reference to the Motor Accident Guide before the CDR session, no settlement has been reached.

5.6 Solicitors for all the parties seeking an indication on liability shall submit a "Liability Indication Form" (see Form 9A) to the Judge at the first CDR session. Except where no corresponding scenario is provided for in the *Motor Accident Guide*, solicitors must specify in the Liability Indication Form the scenario(s) in the *Motor Accident Guide* that is/are relevant to the parties' factual accounts of the accident and state their respective proposals on liability.

5.7 In CDR sessions for all personal injury claims, *except PIMA claims*, the Judge will provide an indication on *both liability and quantum* of the claim., Solicitors for all the parties shall submit a "Quantum Indication Form" (see Form 9B) to the Judge at the first CDR session.

5.8 In respect of PIMA cases, whether or not an indication on liability is given, the Judge may, at his own discretion in appropriate cases or at solicitors' request, provide an indication on quantum. Solicitors requesting for an indication on quantum shall obtain each other's consent before the CDR session, and be submit the Quantum Indication Form (i.e. Form 9B) to the Judge.

Follow-up action after CDR

5.9 To facilitate settlement, solicitors shall brief their clients thoroughly on all the relevant aspects of the case, inform their clients quickly on the outcome of the CDR session where indications of liability and/or quantum are given, get their clients' instructions and discuss options with the solicitors for the other parties before the next CDR session.

6. Help and Co-operation of Insurers in facilitating CDR

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

6.1.1 parties have not —

(a) exchanged the relevant documents listed in paragraph 4; or

(b) identified the scenario(s) in the *Motor Accident Guide* that is/are relevant to their respective factual accounts of the accident

well before the CDR session to facilitate assessment and discussion of options;

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

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

6.2 ***Documents***

Insurers shall endeavour to send all documents requested by their solicitors in good time for exchange between parties before CDR. Insurers should also check that all documents needed for consideration of their claim are ready. If any *additional* documents apart from those at paragraph 4 are required, this shall be made known to the other party well before the CDR date. If a re-survey is required, it shall be conducted and the report exchanged before the first CDR session.

6.3 ***Instructions***

It is *very* important that insurers give *full* and *complete* instructions before their solicitor attends the CDR. Solicitors must inform their clients of the outcome of a CDR session quickly and remind their clients to revert with their instructions well before the next CDR session. The instructions shall be given early to enable the other party to consider their position or proposal and respond before the next CDR date.

6.4 ***Practices to facilitate CDR***

6.4.1 The claims manager or executive shall be briefed by the insurer's solicitor on the facts, the insurer's case, and the other party's case before a CDR session.

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

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

APPENDIX F - Annex B
Pre-action Protocol for
Non-Injury Motor Accident Cases

1. Application

1.1 The object of this protocol is to describe reasonable conduct for non-injury motor accident claims. In exercising its discretion and powers, the court will have regard to compliance with this protocol or lack thereof; see, for example, Order 25, rules 1, 1A and 8, Order 34A, rule 1, Order 59, rule 5, and Order 59, Appendix 2.

1.2 This protocol only governs conduct from the time a claimant decides to file a non-injury motor accident claim in court. Prior to such time, parties are at liberty to correspond or negotiate with opposing parties in any manner they see fit.

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

2. Letter of Claim

2.1 The claimant must send a letter of claim (see Form 4) each to the potential defendant and his insurer. Where, for example, there is a multi-party collision, and the claimant wishes to join more than one defendant, he must send the letter of claim to each of the potential defendants and their insurers. The letter of claim must set out the full particulars of his claim and enclose a copy each of all relevant supporting documents, where available, such as:

2.1.1 Full and complete GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan;

2.1.2 Repairer’s bill and evidence of payment;

2.1.3 Surveyor’s report;

2.1.4 Excess bill/receipt;

2.1.5 Vehicle registration card;

2.1.6 COE/PARF certificates;

2.1.7 Names and addresses of witnesses;

2.1.8 Original or coloured copies of scanned photographs of damage to all vehicles;

2.1.9 Original or coloured copies of scanned photographs of accident scene;

2.1.10 Video recording of the accident;

2.1.11 Rental agreement, invoice and receipt for rental of alternative vehicle (if any);

2.1.12 Correspondences with the potential defendant's insurer relating to inspection of the claimant's vehicle prior to the commencement of repairs (if any);

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

2.2 The claimant must also state in his letter of claim whether he had notified the potential defendant's insurer of the accident and allowed the insurer an opportunity to inspect the damage to his vehicle prior to the commencement of repairs ("pre-repair inspection"). If, to the claimant's knowledge, the potential defendant's insurer had waived the requirement for pre-repair inspection of the vehicle, he should state so accordingly in the letter of claim.

2.3 The letter of claim must also expressly advise the potential defendant to immediately pass the letter and documents to his insurer if he wishes to claim under his insurance policy. The letters to the parties are to be copied to the other parties. The letters to the potential defendants are to be sent by way of certificate of posting. The letters to insurers are to be sent by way of A.R. Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).

3. Defendant's response

3.1 References to "the potential defendant" hereafter shall mean the potential defendant if he is not claiming under his insurance policy, or to his insurer if he is claiming under his policy.

3.2 If, after receipt of the letter of claim, the potential defendant wishes to inspect the claimant's vehicle or to conduct a second inspection, a request for such inspection should be made to the claimant within 7 days of receipt of the letter of claim. If the potential defendant had earlier waived the opportunity for pre-repair inspection, he shall state in the letter of request why an inspection is sought or, why a second inspection is required, as the case may be.

3.3 The potential defendant must reply (see Form 5 or Form 5A) to the claimant within 14 days from receipt of the letter of claim. If he is ready to take a position on the claim, he should state his position. If not, he should first send an acknowledgement. If a reply is not received by

the claimant within the requisite 14 days, the claimant may commence proceedings without any sanction by the court.

3.4 If the potential defendant replies to the claimant with only an acknowledgement, within 8 weeks from the date of receipt of the letter of claim or within 14 days after inspecting the vehicle whichever is later, the potential defendant must reply to the claimant (on both liability and quantum), stating the potential defendant's position on the claim, for example whether the claim is admitted or denied or making an offer of settlement (see Form 5 or Form 5A).

3.5 If the claim is not admitted in full, the potential defendant must

3.5.1 give reasons and send copies of all relevant supporting documents, including full and complete GIA reports showing the names, identity card numbers and addresses of all persons involved in the accident and typewritten transcripts of their factual accounts of the accident; and

3.5.2 specify the particular scenario in the *Motor Accident Guide* that is applicable to his account of the accident and, except where the claim is denied, make an offer on liability (see Form 5A). He should enclose with his reply a copy of the relevant page of the *Motor Accident Guide*.

3.6 If the insurer is the party replying to the claimant, the reply should also state the name(s), telephone number(s) and fax number(s) of the insurance officer(s) handling the matter and the insurer's file reference number(s), to facilitate correspondence.

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

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

4. Third parties

4.1 Where a potential defendant wishes to bring in a third party, he must inform the claimant by letter within 14 days together with his acknowledgement of receipt of the claimant's letter of

claim. The potential defendant is also to send to the third party and his insurer a letter each setting out full particulars of his claim against the third party together with a copy each of the claimant's letter of claim and all relevant supporting documents within the same period. The potential defendant's letter to the third party must also expressly advise the third party to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. This letter is to be copied to the claimant.

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

5. Fourth parties

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

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

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

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

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

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

6.2 Where a potential defendant fails to respond to the claimant within 2 working days of receipt of the notification of accident as to whether he wishes to carry out or waive a pre-repair inspection, the claimant may proceed to repair the vehicle and the potential defendant must compensate the claimant for the loss of use of his vehicle computed over 2 working days, inclusive of any intervening Saturday, Sunday or public holiday.

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

7. Negotiation

7.1 Where the claimant's position on liability differs from the potential defendant's, the claimant must within 2 weeks from the date of receipt of the potential defendant's reply to the letter of claim, make a counter-offer on liability. The claimant should specify the particular scenario in the *Motor Accident Guide* that is applicable to his account of the accident and enclose a copy of the relevant page of the *Motor Accident Guide* (Form 5A may be used with the necessary modifications).

7.2 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. When negotiating the question of liability, the parties should make reference to the relevant liability indications set out in the *Motor Accident Guide*. Litigation should not be commenced prematurely if there are reasonable prospects for a settlement.

7.3 If, after reasonable effort has been made to settle the matter, but there are no reasonable prospects of settlement after a time period of at least 8 weeks from the date of receipt of the letter of claim, save where paragraph 3.3 applies, the claimant must give 10 clear days' notice, by letter (see Form 6), to the potential defendant of his intention to proceed with a writ. He is also to inform the potential defendant of the names of all the parties he is suing.

8. Pre-action costs

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

Sum settled (excluding interest if any) (excluding disbursements)	Costs allowed
Less than $1,000	$300
$1,000 to $9,999	$300 to $700

$10,000 and above	$500 to $900

9. Costs sanctions in relation to pre-repair inspection

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

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

10. Early agreement on liability

10.1 Where parties have agreed on the issue of liability prior to the commencement of proceedings and wish to issue a writ in order for damages to be assessed, the plaintiff is to file a writ endorsed with a simplified statement of claim (see Form 7). Within 14 days after the memorandum of appearance is served, the plaintiff must take out a summons in Form 46A, in accordance with Order 25, rule 1A, Rules of Court.

11. Pre-action Protocol Checklist wherever litigation necessary

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

Form 4

Sample Letter of Claim to Defendant

To: [Defendant's Name]

[Address]

Dear Sir

[Claimant's full name]

[Claimant's address]

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

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

[Set out the loss and expenses claimed.]

A copy each of the following supporting documents is enclosed:

[List the documents as required in the pre-action protocol.]

We have [have not] on [date of notification] notified your insurer [name of insurer] of the accident and [a pre-repair inspection of our client's vehicle was carried out by your insurer on [date]] [to the best of our knowledge, your insurer had waived the requirement for pre-repair inspection].

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

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

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

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

Yours faithfully,

encs

[Defendant's insurer]

[Other defendant and his insurer]

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

Form 5

Sample Acknowledgement of Letter of Claim

To: [Claimant]

[Address]

Dear Sir,

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

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

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

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

or

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

or

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

Yours faithfully,

cc [Other defendants and their insurers]

Form 5A

Sample Letter of Offer

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

To: [Claimant] **WITHOUT PREJUDICE SAVE AS TO COSTS**

[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].

Or

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

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

[Set out the offer, [*e.g. We propose that liability be resolved at [ ]% in your/your client's favour.*] We are of the view that Scenario [serial number of scenario] on page [ ] of the *Motor Accident Guide* applies to the facts of the accident because [state reasons]. A copy of the relevant page of the *Motor Accident Guide* is enclosed.]

Yours faithfully,

Cc [Other defendants and their insurers]

Form 6

Sample Letter by Claimant before Issue of Writ of Summons

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

[Address]

Dear Sir

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

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

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

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

Yours faithfully,

cc. [Other defendants and their insurers]

Form 7

WRIT OF SUMMONS

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

Sample Statement of Claim

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

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

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

Particulars

[set out the loss and expenses claimed.]

And the plaintiff claims:

(1) damages to be assessed;

(2) interest;

(3) costs; etc.

Form 8

(To be filed with Writ of Summons)

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

   Ans. Yes/No.

2. Have attempts been made to settle the matter?

   Ans. Yes/No.

   If no, please give reasons.

   _____

3. Is the question of liability agreed?

   Ans. Yes/No.

4. Is the question of quantum agreed?

   Ans. Yes/No.

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

   Ans. Yes/No.

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

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

☐ Repairer's bill and evidence of payment.

☐ Surveyor's report.

☐ Excess bill/receipt.

☐ Vehicle registration card.

☐ COE/PARF certificates.

- Names and addresses of witnesses.
- Photographs of damage to all vehicles.
- Photographs of accident scene.
- Video recording of the accident.
- Invoice and receipt for rental of alternative vehicle.
- Whether the insurer has been notified of the accident and allowed to carry out a pre-repair inspection of the claimant's vehicle.

Remarks (if any)

_____

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

Ans. Yes/No.

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

Ans. Yes/No.

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

Ans. Yes/No.

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

Ans. Yes/No.

If yes, please provide details.

APPENDIX FB

PRE-ACTION PROTOCOL FOR PERSONAL INJURY CLAIMS

1. Application

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

1.2 This protocol applies to all personal injury claims including —

(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) the results of any prosecution or Court proceeding arising from the same accident and in cases where the claimant has passed away, the State Coroner's verdict, where available.

2.3 In respect of claims where —

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

(b) the claimant intends to appoint one or more experts for the purpose of the proceedings,

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

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) full and complete 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) video recording of the accident;

(h) medical reports and specialist reports;

(i) certificates for hospitalisation and medical leave;

(j) bills for medical treatment and evidence of payment;

(k) income tax notices of assessment and/or other evidence of income and loss thereof; and

(l) supporting documents for all other expenses claimed (if any).

For industrial workplace accident cases:

(a) claimant's sketch of the accident;

(b) original, coloured copies or scanned photographs of the accident scene;

(c) video recording of the accident;

(d) Ministry of Manpower's investigation reports;

(e) Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any);

(f) medical reports and specialist reports;

(g) certificates for hospitalisation and medical leave;

(h) bills for medical treatment and evidence of payment;

(i) income tax notices of assessment and/or other evidence of income and loss thereof; and

(j) 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) video recording of the accident;

(d) medical reports and specialist reports;

(e) certificates for hospitalisation and medical leave;

(f) bills for medical treatment and evidence of payment;

(g) income tax notices of assessment and/or other evidence of income and loss thereof; and

(h) 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 or Form 2A) 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 claims in which the estimated quantum falls within the jurisdiction of a Magistrate's Court 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 sub-paragraph (d) below, the reply must state the potential defendant's position on the claim on both liability and quantum (e.g. whether the claim is admitted or denied) or make an offer of settlement. If the claim is not admitted in full, the potential defendant must give reasons and 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:

Stage of proceedings	**Costs allowed (exclusive of disbursements)**
Upon filing of writ	$1,800-$2,800
Upon signing of affidavits of evidence-in-chief	$2,500-$4,200
Upon setting down for trial	$3,000-$4,500
1st 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 quantum falls within the jurisdiction of a Magistrate's Court 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.

Form 1

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 State 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.

[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]

Form 2A

Sample Letter of Offer

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

To: [Claimant] **WITHOUT PREJUDICE SAVE AS TO COSTS**

[Address]

Dear Sir,

[Heading as per Letter of Claim]

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

Or

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

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

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

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

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

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

Form 3

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]

Form 4

Pre-action Protocol Checklist

(To be filed with Writ of Summons)

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

Ans. Yes/No.

2. Have attempts been made to settle the matter?

Ans. Yes/No.

If no, please give reasons.

_____

3. Is the question of liability agreed?

Ans. Yes/No.

4. Is the question of quantum agreed?

Ans. Yes/No.

5. 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

 Full and complete GIA reports and type-written transcripts of the factual accounts 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.
- Video recording of the accident;
- 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.
- Video recording of the accident;
- 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.
- Video recording of the accident.
- Medical reports and specialist reports.
- Certificates for hospitalisation and medical leave.
- Bills for medical treatment and evidence of payment.
- Income tax notices of assessment and/or other evidence of income and loss thereof.
- Supporting documents for all other expenses claimed (if any).

Where claim includes property damage arising from a motor vehicle accident

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

Remarks (if any)

_____

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

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.

_____

Form 5

Letter of Instruction to Medical Expert

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

Dear Sir,

Re: (Name and IC No. of 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 estimated quantum falls within the jurisdiction of a Magistrate's Court before apportionment of liability and excluding interest)

Section A: Claimant's Details	
(i) Full Name	
(ii) NRIC / Passport No	
(iii) Date of Report	

Section B: Background History

(i) The Claimant's injuries were sustained on _____ / _____ / _____ (dd/mm/yyyy) through a:

☐ road traffic accident ☐ workplace accident ☐ Others i.e. _____

(ii) Brief description of the accident and manner/mechanism of injuries (where possible):
(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)

(iii) Symptoms reported by the Claimant immediately after the accident:
(if the symptoms were reported by another person on behalf of the Claimant, please state by whom _____)

(a)

(b)

(c)

Section C: Claimant's Medical Condition On Physical Examination

(i) On examination, the observations were:
(*Each injury to be described with site, type and functional impact, even if normal. Number each injury separately.)*

(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.