IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE
PRACTICE DIRECTIONS
AMENDMENT NO. 4 OF 2016

It is hereby notified for general information that, with effect from 1st December 2016, the State Courts Practice Directions will be amended as follows:

(a) the existing Practice Direction 25 (*Consolidated, transferred or converted cases in civil proceedings*) will be deleted and replaced by the following Practice Direction:

New Practice Direction 25

(b) the existing Practice Directions 35 (*Overview of Alternative Dispute Resolution (ADR) for civil cases*) will be deleted and replaced by the following Practice Direction:

New Practice Direction 35

(c) the existing Practice Directions 37 (*Non-injury Motor Accident (NIMA) Claims*) will be deleted and replaced by the following Practice Direction:

New Practice Direction 37

(d) the existing Practice Direction 38 (*Personal Injury Claims*) will be deleted and replaced by the following Practice Direction:

New Practice Direction 38

(e) the existing Appendix B (*Guidelines for Court Dispute Resolution for Non-injury Motor Accident Claims and Personal Injury Claims*) will be deleted and replaced by the following Appendix:

New Appendix B

(f) the existing Appendix C (*Pre-action Protocol for Non-Injury Motor Accident Cases*) will be deleted and replaced by the following Appendix:

New Appendix C

(g) the existing Appendix E (*Pre-action Protocol for Personal Injury Claims*) will be deleted and replaced by the following Appendix:

New Appendix E

(h) the existing Appendix F (*Benchmark Rates for Cost of Rental and Loss of Use*) will be deleted and replaced by the following Appendix:

New Appendix F

2. The amendments to Practice Direction 25 require an applicant who has been granted leave for the transfer of a case from a Magistrate's Court to a District Court or vice versa, or the solicitor of such an applicant, to inform the Civil Registry of the order for transfer by way of an appropriate Request through the Electronic Filing Service.

3. The amendments to Practice Directions 35, 37 and 38 and their related Appendices B, C, E and F extend the application of these Practice Directions and Appendices to —

(a) all motor accident cases (whether or not involving any claim for personal injuries); and

(b) actions for personal injuries arising out of an industrial accident,

that are commenced in the High Court on or after 1st December 2016 and transferred to the District Court pursuant to the Supreme Court of Judicature (Transfer of Specified Proceedings to District Court) Order 2016.

4. As in the case with cases commenced or to be commenced in the Magistrates' and District Courts, emphasis is placed on compliance with the Pre-Action Protocols in substance and spirit, with possible costs consequences for non-compliance.

Dated this 24th day of November 2016

JENNIFER MARIE
REGISTRAR
STATE COURTS

25. Consolidated, transferred or converted cases in civil proceedings

Where leave of Court has been obtained to –

(a) consolidate cases;

(b) transfer a case from the Supreme Court to the State Courts;

(c) transfer a case from the District Court to the Magistrate's Court;

(d) transfer a case from the Magistrate's Court to the District Court; or

(e) an order is made in a matter commenced by originating summons to continue as if commenced by writ;

the applicant or his solicitor must inform the Civil Registry of the order for consolidation or transfer or conversion by way of an appropriate Request through the Electronic Filing Service.

PART VI: ALTERNATIVE DISPUTE RESOLUTION

35. 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, subject to the exception stated in paragraph 7, are provided by the Court for free. CDR sessions are convened under Order 34A of the Rules of Court (Cap. 322 R 5), 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 State Courts Centre for Dispute Resolution. 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 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.

(7) CDR sessions are provided by the State Courts Centre for Dispute Resolution without any fee, with the following exception set out in Order 90A Rule 5A of the Rules of Court (Cap. 322 R 5):

> *"(1) Subject to this Rule, a fee of $250 is payable by each party in a case in a District Court (regardless of whether the case is commenced before, on or after 1 May 2015) for all Court ADR services that are provided in the case.*
>
> *(2) The Court ADR fee is payable when the first Court ADR service to be provided in the case, pursuant to either of the following, is fixed:*
> *(a) a request made on or after 1 May 2015 for the Court ADR service by any party in the case;*
> *(b) a referral on or after 1 May 2015 by the Court or the Registrar.*
>
> *(3) No Court ADR fee is payable in any of the following actions:*
> *(a) any non-injury motor accident action (as defined in Order 59, Appendix 2 Part V);*
> *(b) any action for damages for death or personal injuries;*
> *(c) any action under the Protection from Harassment Act 2014 (Act 17 of 2014).*
>
> *(4) The Registrar may, in any case, waive or defer the payment of the whole or any part of the Court ADR fee on such terms and conditions as the Registrar deems fit."*

(8) Each party who has requested for CDR or have been referred for CDR pursuant to Order 90A Rule 5A shall pay the fee of $250 before proceeding for the scheduled CDR session. Details concerning the payment of these fees are provided in the relevant correspondence by the State Courts to the parties.

Presumption of ADR for all cases

(9) 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

(10) The following cases will be fixed for CDR:

(a) All non-injury motor accident (NIMA), personal injury cases and actions arising out of an alleged negligent act or omission in the course of medical or dental treatment ("medical negligence claims") that are filed in the Magistrate's Court and the District Court; and

(b) All motor accident cases (whether or not involving any claim for personal injuries) and actions for personal injuries arising out of an industrial accident that are commenced in the High Court on or after 1st December 2016 and transferred to the District Court (referral to NIMA and personal injury cases would include these cases).

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.

(11) The procedure and protocols set out in Practice Directions 37 (Non-injury Motor Accident (NIMA) Claims) and 38 (Personal Injury Claims) shall apply, as appropriate, to NIMA and personal injury claims, respectively.

(12) The procedure and protocols set out in Practice Direction 39 (Medical Negligence Claims) shall apply, as appropriate, to medical negligence claims.

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

A. 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)

(13) 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).

(14) 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.

(15) Practice Direction 20 (Case management conference [CMC]) sets out details of the case management conference.

B. Cases that are not subject to the simplified process

(16) 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.

(17) 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.

(18) The procedure for referral to these ADR options is set out in Practice Direction 36 (Mode of referral to ADR etc.).

Request for CDR:

A. NIMA, personal injury and medical negligence cases

(19) 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.

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

(20) 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.

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

(21) 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 Skype Mediation

(22) Parties can request for mediation to be conducted in the State Courts Centre for Dispute Resolution with one party appearing via Skype if the following requirements are satisfied namely:

(a) The overseas party satisfies either of the following criteria:

(i) The overseas party (not being a corporation) is unable to travel to Singapore on certified medical grounds, or provides other evidence of inability to travel to Singapore for mediation; or

(ii) The overseas party is a foreign incorporated company with no local presence and/or representative;

(b) The party in Singapore consents to the application for mediation via Skype; and

(c) The overseas party is represented by solicitors in Singapore.

(23) A request for Skype mediation must made by filing a Request for CDR via the Electronic Filing Service, and annexing a Request for Skype Mediation (Form 8 in Appendix A to these Practice Directions) and relevant supporting documents in PDF format via the "paper clip" feature embedded in the Request for CDR.

(24) Both Part A and Part B of the Request for Skype Mediation have to be completed and endorsed by the relevant parties at the time of filing.

(25) Skype mediation proceedings or any part thereof shall not be recorded on video, audio or any other form. The attention of parties is also drawn to Order 38A, Rule 4 of the Rules of Court.

Request for adjournment of CDR session

(26) 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.

(27) 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

(28) 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".

(29) 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."*

37. Non-injury Motor Accident (NIMA) Claims

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

(a) In this Practice Direction, "Form" means the appropriate Form in Appendix A to these Practice Directions.

(b) Claimants in all NIMA claims must comply with the NIMA pre-action protocol set out in Appendix C to these Practice Directions ("NIMA pre-action protocol") before commencing court proceedings. For NIMA claims where action is contemplated in the High Court which is to be transferred to the District Court, claimants must comply with the NIMA pre-action protocol for motor accidents occurring on or after 1st December 2016, before commencing court proceedings.

(c) As stated in the NIMA pre-action protocol, for NIMA claims where the quantum of damages claimed is below $3,000 before apportionment of liability and excluding survey fees, interests, costs and disbursements ("NIMA claims below $3,000"), claimants must lodge their claims with the Financial Industry Disputes Resolution Centre Ltd ("FIDReC") before commencing court proceedings. FIDReC will manage these claims, generally by applying the processes of mediation and where necessary, adjudication, in accordance with its Terms of Reference.

(d) All parties must comply in substance and spirit with the terms of the NIMA pre-action 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.

(e) 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 the protocol has been complied with by the parties. If non-compliance has led to unnecessary costs and interest payable, 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;

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

(f) For NIMA claims below $3,000, the Court will consider the following situations as non-compliance with the NIMA pre-action protocol:

(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;

(iii) the claimant has failed to obtain a Court judgment that is more favourable than the adjudication award made by FIDReC.

(g) Where the claimant in a NIMA claim below $3,000 has commenced Court proceedings before the claim is adjudicated by FIDReC, the Court may stay the action under Order 34A of the Rules of Court to require the claimant to lodge and proceed with his claim at FIDReC.

(h) In all cases to which the NIMA pre-action protocol applies, the Court will not impose sanctions where there are good reasons for non-compliance.

(2) **Court Dispute Resolution sessions for all NIMA claims**

(a) For all NIMA cases that are filed in the Magistrate's Court, the District Court and in the High Court on or after 1st December 2016 and transferred to the District Court, 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 must comply with the relevant CDR guidelines in Appendix B to these Practice Directions when preparing for and attending CDR sessions for NIMA claims.

(b) 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 the filing and exchange of Affidavits of Evidence-in-Chief, appointment of a single joint expert (for Magistrate's Court writs filed on or after 1 November 2014 to which Order 108 of the Rules of Court applies) and setting the action down for trial.

Recording of terms of settlement or judgment

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

Directions made after entering consent interlocutory judgment

(d) Where the solicitors record a consent interlocutory judgment before the Court, they must submit, as appropriate, an "Application for Directions under Order 37" (Form 9C), or an "Application for Directions under Order 37 of the Rules of Court for Magistrate's Court Case Fixed for Simplified AD Pursuant to Order 108" (Form 9C(A) for Magistrate's Court writs filed on or after 1st November 2014). The Court shall give the necessary directions under Order 37 of the Rules of Court, including the appointment of a single joint expert pursuant to Order 108, Rule 5(3).

Forms

(e) Soft copies of the "Liability Indication Form" (Form 9A), the "Application for Directions under Order 37" (Form 9C), the "Application for Directions under Order 37 of the Rules of Court for Magistrate's Court Case Fixed for Simplified AD Pursuant to Order 108" (Form 9C(A)) and form for "Recording Settlement/Entering Judgment by Consent" (Form 9I) may be downloaded at http://www.statecourts.gov.sg.

(3) **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 vehicle and/or loss of use, parties shall have regard to the Benchmark Rates for Cost of Rental and Loss of Use at Appendix F of these Practice Directions.

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

38. Personal Injury Claims

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

(a) In this Practice Direction —

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

"personal injury claims" —

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

(ii) where action is contemplated or commenced in the High Court which is to be transferred to the District Court, refers to PIMA and industrial accident claims only;

(b) Claimants in all personal injury claims where action is contemplated in the Magistrate's Court or the District Court must comply with the Pre-Action Protocol for Personal Injury Claims at Appendix E to these Practice Directions ("Personal Injury pre-action protocol") before commencing court proceedings. For all PIMA and industrial accident claims where action is contemplated in the High Court which is to be transferred to the District Court, claimants must comply with the Personal Injury pre-action protocol for accidents occurring on or after 1st December 2016 before commencing court proceedings.

(c) All parties must 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) 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 the protocol has been complied with by the parties. If non-compliance has led to unnecessary costs and interest payable, 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;

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

(e) The Court will not impose sanctions where there are good reasons for non-compliance.

(2) **Court Dispute Resolution sessions for all personal injury claims**

(a) For all personal injury claims that are filed in the Magistrate's Court and the District Court, and for all PIMA and industrial accident claims that are filed in the High Court on or after 1st December 2016 and transferred to the District Court, 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 must comply with the relevant CDR guidelines in Appendix B to these Practice Directions when preparing for and attending CDR sessions for personal injury claims.

(b) 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.

Recording of terms of settlement or judgment

(c) If the parties settle the issue of liability or quantum or both, they must 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

(d) Where solicitors record interlocutory judgment before the Court whether by consent or after trial on liability, they must submit, as appropriate, an "Application for Directions under Order 37" (Form 9C), or an "Application for Directions under Order 37 of the Rules of Court for Magistrate's Court Case Fixed for Simplified AD Pursuant to Order 108" (Form 9C(A) for Magistrate's Court cases filed on or after 1 November 2014). The Court shall give the necessary directions under Order 37 of the Rules of Court, including the appointment of a single joint expert pursuant to Order 108 rule 5(3). Alternatively, pursuant to Practice Direction 40 (Assessment of damages), where solicitors wish to request a fast track ADCDR session after recording an interlocutory judgment, they shall file Form 9G in place of Form 9C.

Forms

(e) Soft copies of the "Liability Indication Form" (Form 9A), "Quantum Indication Form" (Form 9B), the "Application for Directions under Order 37" (Form 9C), the "Application for Directions under Order 37 of the Rules of Court for Magistrate's Court Case Fixed for Simplified AD Pursuant to Order 108" (Form 9C(A)), "Fast Track ADCDR Application Form" (Form 9G) and the form for "Recording Settlement/Entering Judgment by Consent" (Form 9I) may be downloaded at http://www.statecourts.gov.sg.

APPENDIX B

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

1. Introduction

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

1.2 In accordance with Practice Directions 37 and 38, all non-injury motor accident claims and personal injury claims (including PIMA and industrial accident claims that are commenced in the High Court on or after 1st December 2016 and transferred to the District Court) 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. Application

2.1 The guidelines in this Appendix shall apply to —

(a) all writs for non-injury motor accident and personal injury claims that are filed in the Magistrate's Court and the District Court on or after 1st April 2016; and

(b) all writs for motor accident (whether or not involving any claim for personal injuries) and industrial accident claims that are filed in the High Court on or after 1st December 2016 and transferred to the District Court.

3. Date of CDR

3.1 As stated in Practice Direction 37(2) and 38(2), solicitors in these cases will receive a notice from the Court fixing the first CDR session.

3.2 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.

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

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

3.5 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, is 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.

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

4. Attendance at CDR

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

4.2 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.

5. Preparation for CDR

5.1 In all non-injury motor accident and personal injury claims, solicitors should exchange before the first CDR session, a list of all the relevant documents relating to both liability and quantum

5.2 In addition, solicitors should exchange the following documents before the first CDR session:

5.2.1 For CDRs for **motor accident claims —**

(a) Full and complete Singapore Accident Statements 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) Police sketch plan and if unavailable, the parties' sketches 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 (if any);

(h) Accident reconstruction report (if any);

(i) Names and addresses of witnesses (if any);

(j) Repairer’s bill and evidence of payment;

(k) Surveyor’s report;

(l) Excess bill or receipt;

(m) Vehicle registration card;

(n) COE/PARF certificates;

(o) Rental agreement, invoice and receipt for rental of replacement vehicle (if any);

(p) Correspondences with the defendant's insurer relating to pre-repair survey and/or post-repair inspection of the plaintiff's vehicle;

(q) Any other supporting documents.

5.2.2 For CDRs for **personal injury claims** or where **personal injury forms part of the motor accident claim —**

(a) Medical reports from the treating doctor, reviewing doctor and medical specialist;

(b) Certificates for hospitalisation and medical leave;

(c) Bills for medical treatment and evidence of payment;

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

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

5.2.3 For CDRs for **industrial accidents —**

(a) The parties' sketches of the accident;

(b) Notice of accident lodged with the Ministry of Manpower;

(c) Ministry of Manpower's investigation reports (if any);

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

(e) Original, coloured copies or scanned photographs of the accident scene;

(f) Video recording of the accident (if any);

(g) Names and addresses of witnesses (if any);

(h) Any other supporting documents.

5.2.4 For CDRs for **any personal injury claim not involving motor accidents or industrial accidents —**

(a) The parties' sketches of the accident;

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

(c) Video recording of the accident (if any);

(d) Names and addresses of witnesses (if any);

(e) Any other supporting documents.

5.3 ***Documents and instructions***

5.3.1 Solicitors shall endeavour to obtain from their clients all documents in good time for exchange between the parties before the first CDR session. They should also check that all documents needed for consideration of the claim are ready. If any *additional* documents apart from those referred to in paragraph 5.2 are required, this shall be made known to the other party well before the CDR date. If a re-inspection of the other party's vehicle is required, it shall be conducted and the report exchanged before the first CDR session.

5.3.2 It is very important that solicitors take *full and complete* instructions from their respective clients before attending the CDR session. Before the CDR session, solicitors should evaluate with their clients the documents and reports and advise their clients on all the relevant aspects of their case.

5.3.3 Where a party is relying on the factual account of any witness in support of his case, a signed statement or Affidavit of Evidence-in-Chief should be procured from that witness and submitted to the Court at the first CDR session to enable the Court to be fully apprised of all the relevant evidence.

5.3.4 Insurers should notify their solicitors if, to their knowledge, other claims arising from the same accident have been filed in Court. Solicitors should assist the Court in identifying these related claims so that all the claims may be dealt with together at CDR sessions for a consistent outcome on liability. If an indication on liability has been given or interlocutory judgment has been entered in any related claim(s), solicitors should notify the Court accordingly and endeavour to resolve the remaining claim(s) on the same basis.

5.3.5 Third party proceedings, if any, should be commenced before the first CDR session.

5.4 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.

6. CDR Session

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

6.1 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).

6.2 The requirement for upfront discovery under Order 108 Rule 2(4) of the Rules of Court (Cap. 322, R 5) and Practice Direction 19 (Upfront discovery) apply to such cases.

6.3 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 B also apply to CDRs for these claims.

6.4 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.

6.5 Where any question requiring the evidence of an expert witness arises and parties are unable to agree on the expert to be appointed, the Court may, having regard to the provisions in Order 108, Rule 5(3) of the Rules of Court, appoint the expert for the parties at a CDR session. Each party is expected to furnish the following for the determination of the single joint expert:

(a) names and *curriculum vitae* of two experts the party considers suitable to appoint (for which purpose a party may nominate the expert who has conducted an inspection, survey or review for him or provided him with medical treatment);

(b) the fees charged by each nominated expert for preparing the report and attendance in Court;

(c) the estimated time needed to prepare the report; and

(d) whether the parties have complied with the pre-action protocol.

The Court will appoint the single joint expert after hearing submissions on the suitability or unsuitability of the nominated experts to be appointed.

Indications on liability and quantum

6.6 For NIMA and PIMA cases, the Court will provide an indication on liability 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 any subsequent edition thereof; 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.

6.7 Solicitors for all the parties seeking an indication on liability must submit a duly completed "Liability Indication Form" (see Form 9A) to the Court at the first CDR session. Except in cases 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.

6.8 In CDR sessions for all personal injury claims, *except PIMA claims that are filed in the Magistrate's Court and the District Court*, the Court will provide an indication on *both liability and quantum* of the claim. Solicitors for all the parties shall submit a duly completed "Quantum Indication Form" (see Form 9B) to the Court at the first CDR session.

6.9 In respect of PIMA cases that are filed in the Magistrate's Court and the District Court, whether or not an indication on liability is given, the Court may, at its own discretion in appropriate cases or at solicitors' request, provide an indication on quantum. Solicitors requesting for an indication on quantum must obtain each other's consent before the CDR session, and submit the duly completed Quantum Indication Form (i.e. Form 9B) to the Court.

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

7.1 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:

7.1.1 parties have not —

(a) exchanged the relevant documents listed in paragraph 5; 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;

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

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

8. Follow up action after CDR

8.1 Solicitors must inform their clients of the outcome of a CDR session and render their advice quickly on the liability and/or quantum indications given by the Court. To facilitate settlement, solicitors should obtain their clients' instructions and make the necessary proposals or offers of settlement early to enable the other party to consider their position or proposal and respond before the next CDR date. Reasons shall be given for the position taken on liability and/or quantum so that the solicitors can inform the Court of the basis for their clients' mandate at the next CDR session.

8.2 Rather than refraining from taking a position on liability or insisting that agreement on liability is *contingent* on quantum being settled at a particular sum (as is sometimes the case), parties who are able to agree on the issue of liability but not quantum 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 C

Pre-action Protocol for Non-Injury Motor Accident Cases

1. **Application**

1.1 The object of this protocol is to prescribe reasonable conduct for non-injury motor accident claims. It prescribes a framework for pre-writ negotiation and exchange of information. In exercising its discretion and powers, the court will have regard to compliance with this protocol or lack thereof; see, for example, Order 25, Rules 1, 1A and 8, Order 34A, Rule 1, Order 59, Rule 5, and Order 59 Appendix 2, of the Rules of Court (Cap. 322, R 5).

1.2 This protocol applies to actions arising out of non-injury motor accidents occurring on or after —

(a) 1st April 2016 that are to be lodged with the Financial Industry Disputes Resolution Centre Ltd ("FIDReC") or to be filed in in the Magistrate's Court or the District Court, as the case may be; and

(b) 1st December 2016 that are to be filed in the High Court (and subsequently transferred to the District Court).

This protocol governs pre-action conduct and sets out best practices in respect of such claims.

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

1.4 Any reference to an "insurer" in this protocol refers to an insurer that is known or could be reasonably known to the claimant.

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

1.6 The Court will not impose sanctions where there are good reasons for non-compliance with the provisions of this protocol.

2. **Notice of Accident and Pre-repair Survey**

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

2.2 Within **3 working days** of the date of the accident, the claimant must send a notice of accident (Form 1 in this protocol) to the potential defendant and his insurer (or where there is a multi-party collision, to each of the potential defendants and his insurer). This is to facilitate a joint survey of the damage to the claimant's vehicle prior to the commencement of repairs ("pre-repair survey"). The pre-repair survey will include a survey of the vehicle when its damaged parts are being dismantled prior to the commencement of repairs.

2.3 Within **2 working days** of receipt of the notice of accident, the insurer must reply to the claimant (Form 2 in this protocol) and if he intends to conduct a pre-repair survey of the claimant's damaged vehicle, he must include in his reply a list of at least 10 motor surveyors.

2.4 Within **2 working days** of receipt of the insurer's reply, the claimant must reply to the insurer stating whether he agrees or has any objections to the appointment of any of the motor surveyors proposed by the insurer. The claimant may specifically select one or more of the proposed motor surveyors. If the claimant fails to reply or fails in his reply to object to any of the motor surveyors listed by the insurer within the time stipulated by this paragraph, the claimant is deemed to have agreed to the appointment of any of the motor surveyors listed by the insurer.

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

2.6 If the claimant objects to all the motor surveyors proposed by the insurer, he must include in his reply a list of at least 10 motor surveyors whom he considers as suitable to appoint.

2.7 Within **2 working days** of receipt of the claimant's list of proposed motor surveyors, the insurer must state whether he agrees or has any objections to any of the motor surveyors proposed by the claimant. The insurer may specifically select one or more of the proposed

motor surveyors. If the insurer fails to reply or fails in his reply to object to any of the motor surveyors listed by the claimant within the time stipulated by this paragraph, the insurer is deemed to have agreed to the appointment of any of the motor surveyors listed by the claimant.

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

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

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

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

3. **Letter of Claim**

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

(a) full and complete Singapore Accident Statements together with type-written transcripts of all persons involved in the accident, including a sketch plan;

(b) repairer's bill and evidence of payment;

(c) motor surveyor's report;

(d) excess bill/receipt;

(e) vehicle registration card;

(f) COE/PARF certificates;

(g) names of all witnesses (where possible to disclose);

(h) original, coloured copies or scanned photographs of damage to all vehicles;

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

(j) video recording of the accident (if any);

(k) accident reconstruction report (if any);

(l) rental agreement, invoice and receipt for rental of replacement vehicle (if any);

(m) correspondences with the potential defendant's insurer relating to pre-repair survey and/or post repair inspection of the claimant's vehicle;

(n) any other supporting documents.

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

3.3 If, to the claimant's knowledge, the insurer had waived the requirement for pre-repair survey and/or post-repair inspection of the vehicle, he should state so accordingly in the letter of claim.

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

4. Potential Defendant's response

4.1 If the insurer wishes to conduct a post-repair inspection of the claimant's vehicle not conducted previously, he must make the request to the claimant within **7 days** of receipt of the letter of claim. The insurer must state in the letter of request why a post-repair inspection is now sought, especially if the opportunity for pre-repair survey and/or post-repair inspection had earlier been waived.

4.2 The claimant must reply within 7 days of receipt of the letter of request. Where valid reasons are given by the insurer, the parties shall as far as possible, agree on the arrangements for the post-repair inspection so as to facilitate an amicable resolution of the claim as soon as possible.

4.3 The potential defendant must send an acknowledgement letter (Form 4 or Form 4A in this protocol) to the claimant within **14 days** of receipt of the letter of claim. If he is ready to take a position on the claim, he must state his position. If not, he must first send an acknowledgement.

4.4 If the claimant does not receive an acknowledgement letter within the requisite **14 days**, the claimant may commence proceedings without any sanction by the Court.

4.5 If the potential defendant replies to the claimant with only an acknowledgement, within **8 weeks** from the date of receipt of the letter of claim or within **14 days** after inspecting the vehicle, whichever is later, the potential defendant must reply to the claimant substantively, stating the potential defendant's position on the claim as to both liability and quantum, for example whether the claim is admitted or denied or making an offer of settlement (Form 4 or Form 4A in this protocol).

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

(a) give reasons and provide the claimant with a list setting out all the relevant documents;

(b) include in his reply a copy of each of all relevant supporting documents;

(c) confirm/state the identity of the person driving his vehicle at the time of the accident and provide the driver's identification number and address if this is not already stated in the Singapore Accident Statement;

(d) enclose full and complete Singapore Accident Statements showing the names, identification numbers and addresses of all other persons involved in the accident and typewritten transcripts of their factual accounts of the accident;

(e) enclose any pre-repair and/or post-repair survey/inspection report(s); and

(f) specify the particular scenario in the *Motor Accident Guide* that is applicable to his account of the accident, enclose with his reply a copy of the relevant page of the *Motor Accident Guide*, and, except where the claim is denied, make an offer on liability (Form 4A in this protocol).

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

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

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

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

5. Third parties

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

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

6. Fourth parties

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

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

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

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

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

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

7.2 Where the insurer fails to respond to the claimant within **2 working days** of receipt of the notice of accident as to whether he wishes to carry out or waive a pre-repair survey, the

claimant may proceed to repair the vehicle and the potential defendant must compensate the claimant for the loss of use of his vehicle computed over 2 working days, inclusive of any intervening Saturday, Sunday or public holiday.

7.3 For avoidance of doubt, the compensation payable to the claimant for loss of use in the instances set out in paragraphs 7.1 and 7.2 is additional to any other claim for loss of use which the claimant may bring against the potential defendant.

7.4 Where an insurer requests for post-repair inspection pursuant to paragraph 4.1, the potential defendant must compensate the claimant for the loss of use of his vehicle for the day that the inspection is conducted.

8. Negotiation

8.1 Where the claimant's position on liability differs from the potential defendant's, the claimant must within **2 weeks** from the date of receipt of the potential defendant's reply to the letter of claim, make a counter-offer on liability. The claimant must specify the particular scenario in the *Motor Accident Guide* that is applicable to his account of the accident and enclose a copy of the relevant page of the *Motor Accident Guide* (Form 4A in this protocol may be used with the necessary modifications).

8.2 After all the relevant information and documents have been exchanged (including any pre-repair and post-repair survey/inspection report(s)), the parties shall negotiate with a view to settling the matter at the earliest opportunity on both liability and quantum. Litigation should not be commenced prematurely if there are reasonable prospects for a settlement.

8.3 If, after reasonable effort has been made to settle the matter, but there are no reasonable prospects of settlement after a time period of **at least 8 weeks** from the date of receipt of the letter of claim, save where paragraph 4.4 or 4.9 of this protocol applies, the claimant must give **10 clear days**' notice, by letter (Form 5 in this protocol), to the potential defendant of his intention to proceed with a writ. He must also inform the potential defendant of the names of all the parties he is suing.

9. **Pre-action costs**

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

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

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

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

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

11. **Early agreement on liability**

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

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

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

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

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

13. **Exceptions to FIDReC proceedings**

13.1 In any case where –

(a) the claimant is a body corporate or partnership;

(b) one or more of the vehicles involved in the accident is a government, a foreign-registered or diplomatic vehicle;

(c) the potential defendant has a counterclaim of $3,000 or more;

(d) the potential defendant has a counterclaim of less than $3,000 but the claimant is not claiming under his own insurance policy in respect of the counterclaim;

(e) the insurer for the claim or counterclaim has repudiated liability;

(f) an allegation that the claim, counterclaim or defence is tainted by fraud or other conduct constituting a criminal offence in connection with which a police report has been lodged;

(g) proceedings are still ongoing at FIDReC after a lapse of 6 months from the date when all the relevant documents pertaining to the accident that were requested by

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

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

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

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

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

(a) commencement of court proceedings before adjudication of the claim by FIDReC;

(b) a finding by the Court that the quantum of damages before apportionment of liability is below $3,000 excluding survey fees, interests, costs and disbursements and the damages quantified and pleaded in the Statement of Claim is for an amount exceeding $3,000; or

(c) the claimant has failed to obtain a judgment that is more favourable than the award made at the adjudication of the claim by FIDReC.

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

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

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

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

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

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

To: [Defendant's Name]
[Address]

Dear Sir

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

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

Yours faithfully
encs
cc [Defendant's insurer]
[Other defendant and his insurer]

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

Form 2

Sample Insurer's Reply to Notice of Accident

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

Dear Sir

We refer to your Notice of Accident dated [ ].

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

Or

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

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

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

Yours faithfully,

Form 3
Sample Letter of Claim to Defendant

To: [Defendant's Name]
[Address]

Dear Sir

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

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

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

[Set out the loss and expenses claimed.]

A copy each of the following supporting documents is enclosed:

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

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

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

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

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

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

Yours faithfully,

encs

[Defendant's insurer]
[Other defendant and his insurer]

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

Form 4
Sample Acknowledgement of Letter of Claim

To: [Claimant]
[Address]

Dear Sir,

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

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

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

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

or

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

or

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

Yours faithfully,

cc [Other defendants and their insurers]

Form 4A
Sample Letter of Offer

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

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

Dear Sir,

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

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

Or

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

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

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

Yours faithfully,

Cc [Other defendants and their insurers]

Form 5
Sample Letter by Claimant before Issue of Writ of Summons

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

Dear Sir

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

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

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

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

Yours faithfully,

cc. [Other defendants and their insurers]

Form 6
WRIT OF SUMMONS

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

Sample Statement of Claim

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

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

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

Particulars

[set out the loss and expenses claimed.]

And the plaintiff claims:

(1) damages to be assessed;

(2) interest;

(3) costs; etc.

APPENDIX E

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

(a) all personal injury claims including —

(i) claims arising out of motor accidents and industrial accidents;

(ii) personal injury claims (whether or not involving any claim for property damage arising from the same accident); and

(iii) claims arising from fatal accidents

occurring on or after 1st April 2016 that are to be filed in the Magistrate's Court or the District Court, as the case may be, but does not apply to medical negligence claims; and

(b) all personal injury claims arising out of motor accidents (whether or not involving any claim for property damage arising out of the same accident) and industrial accidents occurring on or after 1st December 2016 that are to be filed in the High Court (and subsequently transferred to the District Court).

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

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

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

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

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

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

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

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

3. Letter of Claim

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

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

(a) a brief statement of all the relevant and available facts on which the claim is based;

(b) a brief description of the nature of the injuries suffered;

(c) an estimate of general and special damages with a breakdown of the heads of claim;

(d) the names of all witnesses (where possible to disclose);

(e) the case reference numbers, identity and contact particulars of the officer having charge of any investigations (e.g. the police officer or the relevant officer from the Ministry of Manpower); and

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

3.3 In respect of claims where —

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

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

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

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

3.5 If the claimant is non-resident in Singapore, the letter of claim must further state the date the claimant is required to depart from Singapore once the relevant permits expire or are cancelled and, where available, the date of his intended departure from Singapore. This is to afford the potential defendant or his insurer an opportunity to arrange for a medical examination of the claimant by a medical expert mutually agreed by both parties in each relevant specialty, or where there is no agreement, a medical re-examination of the claimant by a medical expert appointed by the potential defendant or his insurer prior to the claimant's departure from Singapore.

3.6 The claimant must enclose with his letter of claim a list of all the relevant documents relating to both liability and quantum.

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

For motor accident cases:

(a) full and complete Singapore Accident Statements and police reports together with type-written transcripts of all persons involved in the accident;

(b) police sketch plan or, if that is unavailable, the claimant's sketch of the accident;

(c) results of police investigations or outcome of prosecution for any traffic offence(s) arising from the accident;

(d) police vehicle damage reports;

(e) original, coloured copies or scanned photographs of damage to all vehicles;

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

(g) video recording of the accident (if any);

(h) accident reconstruction report (if any); and

(i) any other supporting documents.

For industrial accident cases:

(a) claimant's sketch of the accident;

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

(c) video recording of the accident (if any);

(d) Ministry of Manpower's investigation reports (if any);

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

(f) any other supporting documents.

For personal injury claims not involving motor and industrial accidents:

(a) claimant's sketch of the accident;

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

(c) video recording of the accident (if any); and

(d) any other supporting documents.

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

(a) medical reports from the treating doctor, reviewing doctor and medical specialist;

(b) certificates for hospitalisation and medical leave;

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

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

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

For mixed claims

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

(a) repairer's bill and evidence of payment;

(b) motor surveyor's report;

(c) excess bill or receipt;

(d) vehicle registration card;

(e) COE/PARF certificates;

(f) rental agreement, invoice and receipt for rental of replacement vehicle (if any);

(g) correspondences with the insurer relating to pre-repair survey and/or post-repair inspection of the claimant's vehicle; and

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

3.9 The letter of claim must also instruct the potential defendant to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. If the potential defendant's insurer is known to the claimant, a copy of the letter of claim must be sent directly to the insurer. The letters to any other potential defendants must be copied to the rest of the parties. The letter(s) to the potential defendant(s) must be sent by way of certificate of posting. The letters to insurers must be sent by way of AR Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).

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

4. Potential Defendant's response

Acknowledgment letter

4.1 The potential defendant must send an acknowledgement letter (Form 2 or Form 2A in this protocol) to the claimant within **14 days** from the date of receipt of the letter of claim. If he is ready to take a position on the claim, he must state his position. If not, he must first send an acknowledgement.

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

Joint selection of medical experts

4.3 In respect of claims where the estimated quantum falls within the jurisdiction of a Magistrate's Court, within **14 days** of sending the acknowledgment letter to the claimant, the potential defendant shall send a letter to the claimant stating whether he agrees or has any objections to the appointment of any of the medical experts proposed by the claimant for the relevant specialty.

(a) If the potential defendant agrees to any of the proposed medical experts, the claimant shall send the medical expert in each of the relevant specialty a letter of appointment within **14 days**. The medical expert mutually agreed upon by both parties shall be referred to as the 'single joint expert'.

(b) The letter of appointment must be copied to the potential defendant. A medical report form (Form 4 or 4A in this protocol, as applicable) may be sent to the single joint expert. Form 4 may be used for higher value and/or more complex claims.

(c) If the potential defendant objects to all the proposed medical experts for any relevant specialty, the potential defendant must state the reasons for his objections and provide the name(s) of one or more medical experts in each relevant specialty whom he considers as suitable to appoint. The claimant shall within **14 days** from the date of receipt of the letter from the potential defendant state if he has any objections to the appointment of any of the medical experts proposed by the potential defendant for the relevant specialty.

(d) If the claimant agrees to any of the proposed medical experts, the claimant shall send the medical expert in each of the relevant specialty a letter of appointment within **14 days.** The medical expert mutually agreed upon by both parties shall be referred to as the 'single joint expert'.

(e) The letter of appointment must be copied to the potential defendant. A medical report form (Form 4 or 4A in this protocol, as applicable) may be sent to the single joint expert.

(f) If the potential defendant or claimant fails to reply or fails in his reply to object to any of the medical experts listed in the other party's letter within the timeline stipulated by this protocol, the party who fails to reply or to object is deemed to have agreed to the appointment of any of the medical experts proposed by the other party as a single joint expert.

(g) The costs of the medical examination of the claimant and medical report to be provided by the single joint expert shall be paid first by the claimant who may seek to recover the cost as part of his claim for reasonable disbursements.

(h) Either party may send the single joint expert written questions relevant to the issues or matters on which the medical report is sought. The questions must be copied to the other party.

(i) If the claimant objects to the medical experts proposed by the potential defendant for any relevant specialty, both parties are not precluded from instructing medical experts of their own choice for each relevant specialty that the parties are unable to agree upon. Should the potential defendant wish to arrange for the claimant to undergo a medical examination by his own medical expert, the potential defendant

shall within **14 days** from the date of receipt of the claimant's letter of reply, propose a date and time on which the claimant is to undergo the medical examination. The address at which the claimant must present himself for the medical examination must also be provided. However, if the estimated quantum falls within the jurisdiction of a Magistrate's Court, parties are to be aware of Order 108, Rule 5(3) of the Rules of Court on the appointment of a single joint expert should the matter be unresolved subsequently and proceed for a simplified trial. Both parties shall in any event not unreasonably withhold consent to the appointment of a single joint expert as far as possible.

Substantive reply to claimant

4.4 If the potential defendant replies to the claimant with only an acknowledgement of receipt, within **8 weeks** from the date of receipt of the letter of claim, the potential defendant must reply to the claimant substantively. For this purpose, the following provisions will apply:

(a) The reply shall indicate whether the insurer is defending the claim or whether the defendant is defending the claim personally. Reasons for the insurer's decision not to act must be provided.

(b) Subject to sub-paragraph (d) below, the reply must state the potential defendant's position on the claim on both liability and quantum (e.g. whether the claim is admitted or denied) or make an offer of settlement. If the claim is not admitted in full, the potential defendant must give reasons and provide a list of documents together with copies of all relevant supporting documents. Singapore Accident Statements and police reports provided by the potential defendant must be full and complete and must reflect the names, identification numbers and addresses of all persons involved in the accident together with type-written transcripts of their factual accounts of the accident.

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

(d) Pending the receipt of the medical report from the single joint expert or other medical expert appointed under paragraph 4.3 and/or inspection report of the claimant's vehicle pursuant to the Pre-Action Protocol for Non-Injury Motor Accident Cases (as the case may be), the reply must state the potential defendant's

position on liability and his preliminary position on quantum or, if he is unable to do so, reserve his position on quantum. Within **14 days** of receipt of the medical report from the medical expert and/or the vehicle inspection report, the potential defendant must state his position on quantum (e.g. whether the quantum claimed is admitted or denied) or make an offer of settlement.

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

5. Counterclaim

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

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

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

6. Third parties

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

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

7. Fourth parties

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

8. Medical reports

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

9. Other information and documents

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

10. Negotiation

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

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

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

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

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

11. Interim payment

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

(a) the amount he is seeking as interim payment; or

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

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

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

12. Costs Guidelines

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

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

(a) settled;

(b) awarded, where the Plaintiff is successful; or

(c) claimed, where the Plaintiff is unsuccessful,

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

Stage of proceedings	Costs allowed (exclusive of disbursements)
Upon filing of writ	$1,800-$2,800
Upon signing of affidavits of evidence-in-chief	$2,500-$4,200
Upon setting down for trial	$3,000-$4,500
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. Exceptions

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

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

14. Early agreement on liability

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

Form 1

Sample Letter of Claim to Potential Defendant

To: [Potential Defendant's Name]
[Address]

Dear Sir

[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.

[Provide brief description of nature of injuries.]

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

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

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

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

A copy each of the following supporting documents is enclosed:

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

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

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

[List names of proposed medical experts including the 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 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 appointment.

[or

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

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

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

Yours faithfully

cc [Other potential defendants and their insurers]

Form 2A
Sample Letter of Offer

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

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

Dear Sir,

[Heading as per Letter of Claim]

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

Or

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

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

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

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

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

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

[Or,

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

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

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

Yours faithfully,

Cc [other potential defendants and their insurers]

Form 3
Sample Letter by 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 service of our letter of claim.

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

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

Yours faithfully

cc [Other potential defendants and their insurers]

Form 4

Letter of Instruction to Medical Expert

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

Dear Sir,

Re: (Name and IC No. of 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 4A

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.

APPENDIX F

BENCHMARK RATES FOR COST OF RENTAL AND LOSS OF USE

The benchmark rates in this Appendix shall apply to claims for rental and loss of use of a motor vehicle made in writs filed in the Magistrate's Court and the District Court on or after 1st April 2016 and to writs filed in the High Court on or after 1st December 2016 and transferred to the District Court.

TYPE	**BENCHMARK RATES**		**FACTORS TO BE CONSIDERED**
	RENTAL (Per day) $	**LOSS OF USE (Per day) $**	
PRIVATE CARS			
Up to 1,600cc and 97kW (130bhp) [Category A of COE]	100-120	60-80	1. Usage e.g. travelling salesman 2. Rental receipts, consider possibility that they may be inflated. 3. Luxury cars are dependent on make and model. They generally refer to cars with OMV of $35,000 and above on first registration and/or engine capacity exceeding 3,000 cc. 4. No. of days: To refer to surveyor's reports or actual number of days of repair (whichever is shorter) and add Saturdays, Sundays and public holidays
Above 1,600cc or 97kW (130bhp) [Category B of COE]	120-180	100-120	
Luxury Cars (including Super cars)	220 or more	150-240	
MOTORCYCLES [Category D of COE]		20-50	

TYPE	**BENCHMARK RATES**		**FACTORS TO BE CONSIDERED**
	RENTAL (Per day) $	**LOSS OF USE (Per day) $**	
TAXIS			
Normal Taxis	Included	110-150	• Inclusive of driver's income. If income tax returns show more than $60-$80 per day, rates can be increased.
Limousine Taxis	Included	150-220	• Inclusive of driver's income. If income tax returns show more than $80-$100 per day, rates can be increased. • Limousine taxis are generally defined as 5 to 13 seater big Cabs.

			Examples include Maxi Cab, London Cab, Space MPV and Chrysler Cab.
TYPE	**BENCHMARK RATES**		**FACTORS TO BE CONSIDERED**
	RENTAL (Per day) $	**LOSS OF USE (Per day) $**	
COMMERCIAL OPERATORS			
Vans + pick ups	80-150	60-120	Consider the size of vehicle and type of usage.
Private Non hire Bus	200-350	90-180	
Lorry	200-350	90-180	

TYPE	**BENCHMARK RATES**		**FACTORS TO BE CONSIDERED**
	RENTAL (Per day) $	**LOSS OF USE (Per day) $**	
SMRT / SBS Transit BUSES			• Official rates are usually higher but these rates are generally accepted. Rates may change from year to year depending on earnings of the company. • Exceptions can be made on a case by case basis.
Bendy Bus	-	325-350	
Single deck	-	250-275	
Double deck	-	200-350	
Bus Plus	-	150	