

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 non-injury motor accidents occurring on or after 1st April 2016 and governs conduct in respect of non-injury motor accident claims that are to be lodged with the Financial Disputes Resolution Centre Ltd (“FIDReC”) or to be filed in Court, as the case may be.
- 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 above, 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 \$900

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.