

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 all personal injury claims including —
 - (a) claims arising from motor vehicle accidents and industrial workplace accidents;
 - (b) personal injury claims with or without an additional claim for property damage arising from the same accident; and
 - (c) claims arising from fatal accidentsoccurring on or after 1st April 2016 but does not apply to medical negligence 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/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 vehicle 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 proceeding 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 vehicle 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 workplace accident cases:

- (a) claimant's sketch of the accident;
- (b) original, coloured copies or scanned photographs of the accident scene;
- (c) video recording of the accident (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 vehicles and industrial accidents:

- (a) claimant's sketch of the accident;
- (b) original, coloured copies or scanned photographs of the accident scene;
- (c) video recording of the accident (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 and 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
1 st 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: <input type="checkbox"/> road traffic accident <input type="checkbox"/> workplace accident <input type="checkbox"/> Others i.e. _____	
(ii) Brief description of the accident and manner/mechanism of injuries (where possible): <i>(Please state the dates seen and the source(s) of the information e.g. Claimant's, eyewitness's account(s), police, accident report(s), clinical notes etc, where applicable)</i>	
(iii) Symptoms reported by the Claimant immediately after the accident: <i>(if the symptoms were reported by another person on behalf of the Claimant, please state by whom _____)</i>	
(a)	
(b)	
(c)	
Section C: Claimant's Medical Condition On Physical Examination	
(i) On examination, the observations were: <i>(Each injury to be described with site, type and functional impact, even if normal. Number each injury separately.)</i>	
(a)	
(b)	
(c)	
(ii) Results of relevant investigations carried out:	
(iii) My diagnosis(es) of the Claimant's injuries:	
(a)	
(b)	
(c)	
(iv) Treatments administered on the Claimant are as follows: <i>(Including types of medication prescribed and procedures carried out)</i>	

(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.