

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**

**ePRACTICE DIRECTION NO. 1 OF 2008**

**(1) FIDReC PRE-ACTION PROTOCOL FOR THE MANAGEMENT  
AND RESOLUTION OF LOW-VALUE NON-INJURY  
MOTOR ACCIDENT CLAIMS**

**(2) EXPEDITED WRIT TRACK**

This Practice Direction introduces a FIDReC (Financial Industry Dispute Resolution Centre) pre-action protocol for low-value non-injury motor accident (“NIMA”) claims to facilitate early resolution of such disputes by FIDReC before any civil action is filed in Court. It also introduces an expedited writ track to deal with Magistrate’s Court claims for a fixed sum (\$20,000 or below) to save both time and costs for parties.

*FIDReC pre-action protocol*

2. The FIDReC pre-action protocol will, at the outset, apply to NIMA claims below \$1,000. The monetary limit may, if necessary, be adjusted in due course. Under this pre-action protocol, low-value NIMA claims will first be heard by FIDReC before commencement of Court proceedings.

3. FIDReC will manage these low-value NIMA claims through mediation and if necessary, adjudication. The determination or award of the adjudicator will be binding on the motor insurer. However, the claimant is free to choose whether or not to accept the determination or award.

4. Parties are expected to comply in substance and in spirit with the terms of this protocol. In exercising its discretion and powers, the Court will have regard to compliance with the protocol or lack thereof.

5. For the avoidance of doubt, the existing NIMA pre-action protocol will continue to apply to all NIMA claims of \$1,000 and above. In all NIMA claims below \$1,000 where court proceedings are contemplated, the NIMA pre-action protocol will also apply unless the claimant has already complied with the provisions in the FIDReC pre-action protocol for discovery of documents and negotiation.

*Expedited writ track*

6. The expedited writ track will apply to Magistrate's Court fixed sum claims of \$20,000 or below (for example, actions on unsecured consumer credit loans, dishonoured cheques, outstanding wages, invoice claims for goods and services rendered, and actions for refund of deposits or monies had and received) given their relative factual and legal simplicity.

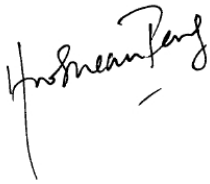
7. Under the expedited writ track, the Court will notify the parties in writing to attend an early pre-trial conference (known as an "expedited writ conference") convened under Order 34A of the Rules of Court. At the expedited writ conference, the Court may make such orders or give such directions as it thinks fit, for the just, expeditious and economical disposal of the cause or matter.

8. This Practice Direction will take effect on 17 March 2008.

9. A complete and updated version of The Subordinate Courts Practice Directions (2006 Ed.) may be downloaded in PDF Adobe Acrobat format at the "Legislation and Directions" section of the Subordinate Courts website at <http://www.subcourts.gov.sg>.

10. For manual and loose-leaf updating, the specific new and amended paragraphs and the directions for amendments may also be downloaded at the “Legislation and Directions” section of the Subordinate Courts website at <http://www.subcourts.gov.sg>.

Dated this 10th day of March 2008.

A handwritten signature in black ink, appearing to read 'Hoo Sheau Peng', with a horizontal line underneath the name.

HOO SHEAU PENG  
REGISTRAR  
SUBORDINATE COURTS

## **APPENDIX**

### **Directions for Amendments**

- (1) The existing Part XV of the Table of Contents to be removed and the new amended Part XV of the Table of Contents substituted therefor.
- (2) The existing Table of Contents for Appendixes to be removed and the new amended pages of the Table of Contents substituted therefor.
- (3) The existing Appendix A to be removed and the new amended Appendix A substituted therefor.
- (4) The existing Appendix F to be removed and the new amended Appendix F substituted therefor.
- (5) The new Appendix L to be inserted immediately after the existing Appendix K.
- (6) The existing Paragraph 151 to be removed and the new amended Paragraph 151 substituted therefor.
- (7) The new Paragraph 151B should be inserted immediately after the existing Paragraph 151A.

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## APPENDIX A

### ***PRACTICE DIRECTIONS ISSUED TO AMEND THE SUBORDINATE COURTS PRACTICE DIRECTIONS (2006 ED.)***

As at 10th March 2008

*The following Practice Directions are issued to amend The Subordinate Courts Practice Directions (2006 Ed.):*

1. ePD 1 of 2006 Change to Mode of Commencement of Matrimonial Proceedings
2. ePD 2 of 2006 Amendment of Originating Processes, Pleadings and Documents
3. ePD3 of 2006 (1) Amendments to the Rules of Court  
(2) Pre-action Protocol for Medical Negligence Claims
4. ePD1 of 2007 Interest on Judgments, Costs and under Order 30, Rule 6(2)
5. ePD2 of 2007 Request for Digital Audio Recording and Transcription Service
6. ePD3 of 2007 Service, Adjournment/Vacation, Attendance before Duty Registrar & Affidavits for Ancillary Matters Hearing
7. ePD4 of 2007 Transfer of Matrimonial, Divorce and Guardianship of Infants Proceedings, and Proceedings Pursuant to Section 17A(2) of the Supreme Court of Judicature Act (Cap. 322) to the District Court
8. ePD1 of 2008 (1) FIDReC Pre-action Protocol for Low-value Non-Injury Motor Accident Claims  
(2) Expedited Writ Track

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### **ANNEXES TO NON INJURY MOTOR ACCIDENT**

#### **LITIGATION PRACTICE DIRECTION**

#### **Annex A**

##### **Pre-action Protocol for the Management of Low-Value Non-injury Motor Accident Cases by the Financial Industry Dispute Resolution Centre Ltd (FIDReC)**

### **1. General**

- 1.1 This protocol prescribes a regime for the management and resolution of low-value non-injury motor accident claims by the Financial Industry Dispute Resolution Centre Ltd (FIDReC). For the purpose of this protocol FIDReC includes the mediator or adjudicator appointed by FIDReC. It is also the object of this protocol to describe reasonable conduct for low-value non-injury motor accident claims.
- 1.2 In the interest of saving time and costs, parties are expected to comply in substance and spirit with the terms of this protocol which include rendering to FIDReC their full co-operation from the lodgment of the claim until the proceedings under this protocol have been completed. In exercising its discretion and powers, the court will have regard to compliance with this protocol or lack thereof: see, for example, Order 34A rule 1 and Order 59 rule 5.
- 1.3 This protocol only governs conduct from the time a claimant decides to lodge a claim for resolution by the Financial Dispute Resolution Centre (FIDReC). Prior to such time, parties are at liberty to correspond or negotiate with opposing parties in any manner they see fit.
- 1.4 This protocol does not affect any privilege that may apply to communication between parties undertaken in compliance with it.

## **2. Application**

- 2.1 This protocol shall apply to non-injury motor accident claims where
- (a) the quantum of damages claimed before apportionment of liability is below \$1,000 excluding survey fees, interests, costs and disbursements; and
  - (b) the party against whom the claim is made ('the defendant') is claiming under his policy in which case, such person shall be referred to as "the insurer" in this protocol.

## **3. Letter of Claim**

- 3.1 The claimant must send a letter of claim (see Form 1) each to the potential defendant and his insurer. Where, for example, there is a multi-party collision, and the claimant wishes to join more than 1 defendant, he must send the letter of claim to each of the potential defendants and their insurers. The letter of claim must set out the full particulars of his claim and enclose a copy each of all relevant supporting documents, where available, such as:

3.1.1 GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan

3.1.2 Repairer's bill and evidence of payment

3.1.3 Surveyor's report

3.1.4 Excess bill/receipt

3.1.5 Vehicle registration card (if any)

3.1.6 COE/PARF certificates

- 3.1.7 Names and addresses of witnesses
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  - 3.1.9 Original or coloured copies of scanned photographs of accident scene
  - 3.1.10 Rental agreement, invoice and receipt for rental of alternative vehicle (if any)
  - 3.1.11 Supporting documents for all other expenses claimed (if any)
  - 3.1.12 Written confirmation that the pre-repair inspection (referred to in paragraph 16.1 of this protocol) has been carried out or waived, as the case may be.
- 3.2 The letter of claim must also expressly advise the potential defendant to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. The letters to the parties are to be copied to the other parties. The letters to the potential defendants are to be sent by way of certificate of posting. The letters to insurers are to be sent by way of AR Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).

#### **4. Insurer's response**

- 4.1 The insurer must reply (see Form 2) to the claimant within 6 weeks from receipt of the letter stating its position on the claim, for example, whether the claim is admitted or denied or make an offer of settlement. If the claim is not admitted in full, the insurer must give reasons and send copies of all relevant supporting documents. The reply should also state the name(s), telephone number(s) and fax number(s) of the insurance officer(s) handling the matter and the insurer's file reference number(s), to facilitate correspondence. If the insurer wishes to

inspect the vehicle, a request for inspection should be made within 7 days from receipt of the letter. The insurer should state in its request why a second inspection in addition to the pre-repair inspection (referred to in paragraph 16.1 of this protocol) is required.

4.2 If the insurer does not reply to the claimant stating its position within 6 weeks from the date of receipt of the letter of claim or within 14 days after inspecting the vehicle, whichever is later, the claimant may lodge his claim with FIDReC forthwith, without further notice to the insurer or the potential defendant.

4.3 If the insurer has a counterclaim, the insurer is to include it in its reply giving full particulars of the counterclaim together with all relevant supporting documents. If the insurer has already furnished particulars in a separate letter of claim, the insurer need only refer to that letter of claim in its reply.

4.4 Where the counterclaim is for a sum of \$1,000 or more, the insurer will have the option of requiring the claimant to file a writ in court instead of lodging his claim with FIDReC. An election in favour of court proceedings is to be made within 6 weeks of the letter of claim, either in the insurer's reply or in a separate letter to the claimant.

(For the avoidance of doubt, even if the insurer should elect in favour of court proceedings, the claimant is not precluded from lodging his claim with FIDReC in accordance with FIDReC's Terms of Reference, independently of this protocol.)

4.5 If the election is not made within the requisite period of 6 weeks and a settlement cannot be reached after negotiations pursuant to paragraph 7 of this protocol, the claimant, if he intends to pursue his claim, should then lodge the claim with FIDReC. The insurer should in turn, lodge its counterclaim with FIDReC, notwithstanding that the counterclaim is for a sum of \$1,000 or more. This protocol shall in the circumstances, apply to the counterclaim and references to the "claim" and the "claimant" shall, where applicable, include the counterclaim and the insurer by whom the counterclaim is brought, respectively.

4.6 In this protocol, “counterclaim” refers to the defendant’s uninsured losses as well as the insurer’s subrogated claim for damages.

## **5. Third parties**

5.1 Where an insurer wishes to bring in a third party, the insurer must inform the claimant by letter within 14 days of receipt of the claimant’s letter of claim. The insurer is also to send to the third party and his insurer a letter each setting out full particulars of its 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 insurer’s letter to the third party must also expressly advise the third party to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. This letter is to be copied to the claimant.

5.2 The protocol set out in paragraphs 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, the potential defendant.

## **6. Fourth parties**

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

## **7. Negotiation**

7.1 After all the relevant information and documents have been exchanged, the parties should negotiate with a view to settling the matter at the earliest opportunity. A claim should not be lodged with FIDReC if there are reasonable prospects for a settlement. If, after reasonable effort has been made to settle the matter, but there are no reasonable prospects of settlement after a time period of at least 6 weeks from the date of receipt of the letter of claim, the claimant must

give 10 clear days' notice, by letter (see Form 3) to the insurer and the potential defendant of his intention to lodge his claim with FIDReC. He is also to inform the insurer and the potential defendant of the names of all the parties against whom the claim will be brought.

## **8. Lodgment of claim with FIDReC**

8.1 Except in the cases expressly provided for in paragraph 15 of this protocol, the claimant shall, in every case where the quantum of damages claimed does not exceed \$1,000, lodge the claim with FIDReC at first instance.

## **9. Claimant and insurer to present its own case before FIDReC**

9.1 In line with FIDReC's Terms of Reference, the claimant and insurer will present its own case in proceedings before FIDReC, without representation by an advocate and solicitor. For the avoidance of doubt, in-house counsel employed by the insurer may present the insurer's case before FIDReC in his capacity as an employee of the insurer.

9.2 A claimant may be assisted in the presentation of his case before FIDReC by a nominee of his choice as may be approved by FIDReC and provided that the nominee is not an advocate and solicitor, in the following circumstances:

- (a) if the claimant is below the age of 21 at the time of lodgment of the claim with FIDReC :
- (b) if the claimant is, in FIDReC's opinion, unable to present his own case by reason of old age, illiteracy or infirmity of mind or body; or
- (c) in any other case, subject to FIDReC's approval upon application by the claimant.

## **10. Resolution by mediation and adjudication**

10.1 In line with FIDReC's Terms of Reference providing for resolution of a dispute by mediation and adjudication,

(a) FIDReC will proceed to mediate the claim with a view to resolving the claim on an amicable basis; and

(b) if a settlement cannot be reached after mediation, the claim will proceed to adjudication by an Adjudicator to be appointed by FIDReC.

10.2 To facilitate the mediation and where necessary, the adjudication, FIDReC may issue such rules and directions as it deems necessary. This includes rules and directions pertaining to matters such as inspection and/or re-survey of the damaged vehicle, submission and exchange of relevant documents, personal attendance of the claimant, the insurer and their witnesses, if any, in any proceedings before FIDReC.

## **11. Effect of Adjudicator's decision**

11.1 In line with Rule 26 of FIDReC's Terms of Reference,

(a) the determination and/or award of the Adjudicator is binding on the insurer;

(b) the claimant is free to choose whether to accept the determination and/or award; and

(c) where the claimant accepts the determination and/or award by executing a Settlement Agreement with the insurer in accordance with the determination and/or award, both the claimant and the insurer are bound by the determination and/or award.

## **12. Insurer's contribution to legal fees incurred by the claimant**

- 12.1 A claimant who has retained a solicitor for advice and/or assistance in bringing a claim in accordance with the provisions of this protocol will have incurred legal costs. The amount payable by the insurer as a contribution towards the legal fees incurred by the claimant is as follows:

Where liability and quantum are settled before  
lodgment of the claim with FIDReC; or

\$ 300 excluding  
disbursements

Where liability and quantum are resolved  
whether through mediation or adjudication  
after lodgment of the claim with FIDReC

\$ 350 excluding  
disbursements

A letter from the solicitor confirming that he has been retained by the claimant for the purpose as aforesaid will suffice.

- 12.2 FIDReC has full discretion to disallow the claimant the contribution towards his legal fees or part thereof if
- (a) the claim is dismissed by the Adjudicator; or
  - (b) the claimant has failed to comply with this protocol or has acted unreasonably in the conduct of his claim, even if he is the successful party.

### **13. Time for payment by the insurer**

- 13.1 Payment of damages and any contribution towards the claimant's legal fees should be made by the insurer within fourteen (14) days from the date of the execution of the Settlement Agreement or in the absence of a Settlement Agreement, within fourteen (14) days from the date of settlement of the claim.
- 13.2 If the claimant had retained a solicitor for advice and/or assistance in bringing a claim in accordance with the provisions of this protocol, payment as specified herein should be made by the insurer directly to the solicitor.

**14. Exemption from the pre-writ stages of the Pre-Action Protocol for Non-Injury Motor Accident Cases (Subordinate Courts Practice Direction No. 6 of 2003)**

14.1 Where Court proceedings are to commence, a claimant who has complied with paragraphs 3 and 7 of this protocol prior to lodgment of his claim with FIDReC will not be required to take the steps prescribed in paragraphs 2 and 6 of the Pre-Action Protocol for Non-Injury Motor Accident Cases but may file his Writ of Summons in Court upon giving the potential defendant and the insurer ten (10) clear days' notice by letter of his intention to do so. He is also to inform the potential defendant and the insurer the names of all the parties he is suing.

**15. Exceptions**

15.1 In any case where

- (a) the claimant is a body corporate or a partnership;
- (b) one or more of the vehicles involved in the accident is a government, a foreign-registered or a diplomatic vehicle;
- (c) the insurer has a counterclaim of \$1,000 or more and has elected in favour of court proceedings to be commenced on the claim pursuant to paragraph 4.4 of this protocol;
- (d) the claimant has lodged his claim directly with FIDReC independently of this protocol;
- (e) the claimant is not claiming under his own insurance policy in respect of a counterclaim which may otherwise be lodged with FIDReC;
- (f) the insurer for the claim or the counterclaim (if any) has repudiated liability;

- (g) an allegation is made 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 produced;
- (h) proceedings are still ongoing before FIDReC after a lapse of six (6) months from the date when all relevant documents pertaining to the accident requested by FIDReC have been submitted and the claimant has attended the first interview at FIDReC, whichever is later; or
- (i) there is other good and sufficient reason shown to the Court why the claim ought not to have been lodged or the proceedings ought not to have been 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 directs otherwise.

**16. Sanctions for failure to allow the insurer's inspection of the claimant's vehicle before repair**

16.1 Where the claimant has without good reason repaired or caused repairs to be carried out to his vehicle without first notifying the potential defendant's insurer of the accident or without giving the said insurer an opportunity to inspect the damage to the vehicle during the next two (2) working days excluding Saturdays, Sundays and public holidays following the notification, then on account of such omission,

- (a) FIDReC or the Court (as the case may be) may in deciding the claim, consider the omission unfavourably against the claimant; and/or
- (b) in the exercise of their discretion, FIDReC may disallow the claimant the insurer's contribution towards his legal fees or part thereof or the

Court may impose sanctions on the claimant as to costs (as the case may be).

- 16.2 The insurer may, in its discretion, waive the requirement for pre-repair inspection by issuing to the claimant a letter confirming the waiver within two (2) working days excluding Saturdays, Sundays and public holidays of receipt of the claimant's notification of the accident.

## **17. Sanctions for breach of this protocol**

- 17.1 Where the claimant 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 less than \$1,000 and the pleaded claim is for an amount exceeding \$1,000; or
- (c) the claimant has failed to obtain a judgment that is more favourable than the award of the Adjudicator.

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

- 17.3 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 for the claimant to comply with this protocol.

## **18. Application of Limitation Act (Cap. 163)**

- 18.1 Nothing in this protocol shall 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).
- 18.2 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 for the claimant to comply with this protocol.

**Sample Letter of Claim to the Potential Defendant (To Be Copied to the Insurer)**

To: [Defendant's Name]  
[Address]

Dear Sir

We are instructed by [name of claimant] to claim damages against you in connection with 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 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 protocol.]

[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 your insurer should state its position on our client's claim, for example, whether the claim is admitted or denied or make an offer, within 6 weeks of your receipt of this letter, failing which our client will have no alternative but to lodge his claim with the Financial Dispute Resolution Centre (FIDReC) without further notice to you or your insurer. If the claim is not admitted in full, your insurer must give reasons and send to us a copy each of all relevant supporting documents.

Please also note that if you have a counterclaim against our client arising out of the accident, your insurer is also required to send to us a letter giving full particulars of the counterclaim together with all relevant supporting documents within 6 weeks of your receipt of this letter.

If your counterclaim is for a sum of \$1,000 or more, your insurer should also inform us in writing within 6 weeks of your receipt of this letter, whether your insurer requires our client to commence court proceedings instead of lodging his claim with FIDReC in the event that a settlement cannot be reached. Our client will lodge his claim with FIDReC if your insurer does not elect in favour of court proceedings within the requisite period of 6 weeks.]

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.)

**Sample Reply to Letter of Claim**

To: [Claimant or claimant's lawyer]  
[Address]

Dear Sirs

[Heading, if any e.g. as per letter of claim]

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

*We admit both liability and quantum and will be making full payment of your/your client's claim within 14 days.*

*or*

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

*or*

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

*or*

*On a without prejudice basis, we offer to settle your/your client's claim on the following terms:*

*[Set out the offer]*

*[In the meantime, we would be grateful if you could let us know as soon as possible and at least 3 working days in advance when and where we can inspect your/your client's vehicle. A second inspection of the vehicle is required because [set out the reasons]].*

The particulars of the insurance officer in charge of the matter are as follows:

Name:

Telephone number:

Fax number:

File reference number:

Yours faithfully

cc [Other defendants and their insurers]

**Sample Letter by Claimant before Lodgment of Claim with FIDReC**

To: [Defendant and his insurer]  
[Address]

Dear Sir

[Heading, if any 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 lodge a claim with the Financial Industry Dispute Resolution Centre (FIDReC) against you/your insured.

*[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]

**Pre-action Protocol for Non-Injury Motor Accident Cases**

**1. Application**

- 1.1 The object of this protocol is to describe reasonable conduct for non-injury motor accident claims. In exercising its discretion and powers, the court will have regard to compliance with this protocol or lack thereof: see, for example, Order 25, rules 1, 1A and 8, Order 34A, rule 1, Order 59, rule 5, and Order 59, Appendix 2.
- 1.2 This protocol only governs conduct from the time a claimant decides to file a non-injury motor accident claim in court. Prior to such time, parties are at liberty to correspond or negotiate with opposing parties in any manner they see fit.
- 1.3 This protocol does not affect any privilege that may apply to communication between parties undertaken in compliance with it.

**2. Letter of Claim**

- 2.1 The claimant must send a letter of claim (see Form 1) each to the potential defendant and his insurer. Where, for example, there is a multi-party collision, and the claimant wishes to join more than 1 defendant, he must send the letter of claim to each of the potential defendants and their insurers. The letter of claim must set out the full particulars of his claim and enclose a copy each of all relevant supporting documents, where available, such as:
  - 2.1.1 GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan.
  - 2.1.2 Repairer's bill and evidence of payment.
  - 2.1.3 Surveyor's report.
  - 2.1.4 Excess bill/receipt.

- 2.1.5 Vehicle registration card.
  - 2.1.6 COE/PARF certificates.
  - 2.1.7 Names and addresses of witnesses.
  - 2.1.8 Original or coloured copies of scanned photographs of damage to all vehicles.
  - 2.1.9 Original or coloured copies of scanned photographs of accident scene.
  - 2.1.10 Rental agreement, invoice and receipt for rental of alternative vehicle (if any).
  - 2.1.11 Supporting documents for all other expenses claimed (if any).
- 2.2 The letter of claim must also expressly advise the potential defendant to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. The letters to the parties are to be copied to the other parties. The letters to the potential defendants are to be sent by way of certificate of posting. The letters to insurers are to be sent by way of AR Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).

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

- 3.1 References to "the potential defendant" hereafter shall mean the potential defendant if he is not claiming under his insurance policy, or to his insurer if he is claiming under his policy. The potential defendant must reply (see Form 2) to the claimant within 14 days from receipt of the letter. If he is ready to take a position on the claim, he should state his position. If not, he should first send an acknowledgement. If the potential defendant wishes to inspect the vehicle, a request for inspection should be included in the acknowledgement of receipt. If a reply is not received by the claimant within the requisite 14 days, the claimant may commence proceedings without any sanction by the court.
- 3.2 If the potential defendant replies to the claimant with only an acknowledgement, within 8 weeks from the date of receipt of the letter of claim or within 14 days after inspecting the vehicle, whichever is later, the potential defendant must

reply to the claimant (on both liability and quantum), stating the potential defendant's position on the claim, for example whether the claim is admitted or denied or making an offer of settlement. If the claim is not admitted in full, the potential defendant must give reasons and send copies of all relevant supporting documents. If the insurer is the party replying to the claimant, the reply should also state the name(s), telephone number(s) and fax number(s) of the insurance officer(s) handling the matter and the insurer's file reference number(s), to facilitate correspondence.

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

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

#### **4. Third parties**

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

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

## **5. Fourth parties**

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

## **6. Negotiation**

6.1 After all the relevant information and documents have been exchanged, the parties should negotiate with a view to settling the matter at the earliest opportunity. Litigation should not be commenced prematurely if there are reasonable prospects for a settlement. If, after reasonable effort has been made to settle the matter, but there are no reasonable prospects of settlement after a time period of at least 8 weeks from the date of receipt of the letter of claim, save where paragraph 3.1 applies, the claimant must give 10 clear days' notice, by letter (see Form 3), to the potential defendant of his intention to proceed with a writ. He is also to inform the potential defendant of the names of all the parties he is suing.

## **7. Pre-action costs**

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

**Sum settled**  
**(excluding interest if any)**

**Costs allowed**  
**(excluding disbursements)**

Less than \$1,000	\$300
\$1,000 to \$9,999	\$300 to \$700
\$10,000 and above	\$500 to \$900

**8. Early agreement on liability**

- 8.1 Where parties have agreed on the issue of liability prior to the commencement of proceedings and wish to issue a writ in order for damages to be assessed, the plaintiff is to file a writ endorsed with a simplified statement of claim (see Form 4). Within 14 days after the memorandum of appearance is served, the plaintiff must take out a summons in Form 46A, in accordance with Order 25, rule 1A, Rules of Court.

**9. Pre-action Protocol Checklist wherever litigation necessary**

- 9.1 Where litigation is to commence, the claimant is to file, together with his writ of summons, a Pre-action Protocol Checklist (see Form 5) duly completed.

### 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 about [time] 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 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].]*

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

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

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

Yours faithfully

encs

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.)

### Sample Acknowledgment of Letter of Claim

To: [Claimant]  
[Address]

Dear Sir

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

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

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

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

*or*

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

*or*

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

*or*

*On a without prejudice basis, we offer to settle your/your client's claim on the following terms:*

*[Set out the offer]*

*[In the meantime, we would be grateful if you could let us know as soon as possible and at least 3 working days in advance when and where we can inspect your/your client's vehicle.]*

Yours faithfully

cc [Other defendants and their insurers]

**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]

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 *[ ]* belonging to the plaintiff 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.

**Pre-action Protocol Checklist**  
(To be filed with Writ of Summons.)

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

Ans. Yes/No.

2. Have attempts been made to settle the matter?

Ans. Yes/No.

If no, please give reasons.

---

3. Is the question of liability agreed?

Ans. Yes/No.

4. Is the question of quantum agreed?

Ans. Yes/No.

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

Ans. Yes/No.

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

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

- Repairer's bill and evidence of payment.
- Surveyor's report.
- Excess bill/receipt.
- Vehicle registration card.
- COE/PARF certificates.
- Names and addresses of witnesses.
- Photographs of damage to all vehicles.
- Photographs of accident scene.
- Invoice and receipt for rental of alternative vehicle.
- Supporting documents for all other expenses claimed (if any).

Remarks (if any)

---

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

Ans. Yes/No.

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

Ans. Yes/No.

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

Ans. Yes/No.

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

Ans. Yes/No.

If yes, please provide details.

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## APPENDIX L

### SAMPLE STATEMENT OF CLAIM FOR FIXED SUM CLAIMS OF \$20,000 OR BELOW UNDER THE EXPEDITED WRIT TRACK

#### Statement of Claim

1. The Plaintiff claims \$ \_\_\_\_\_ as a fixed sum due and payable (*or if applicable, the balance sum due and payable*) by the Defendant.
  
2. This fixed sum arose from: (*select accordingly*)
  - a. For (*describe the goods sold or services rendered*) pursuant to an invoice no. \_\_\_\_ dated \_\_\_\_ for \$ \_\_\_\_\_.
  
  - b. A dishonoured cheque issued by the Defendant for \$ \_\_\_\_ (*state cheque particulars i.e. bank, cheque number, date issued, date presented, the reason for cheque dishonour*).
  
  - c. For salary/wages/commission outstanding under a contract made on (*date*).
  
  - d. A consumer credit loan drawn on a ( *state whether credit card/overdraft facility/ hire purchase/credit purchase agreement or such other facility*) comprising
    - (i) Principal loan amount \$ \_\_\_\_\_
    - (ii) Contractual interest \$ \_\_\_\_\_
    - (ii) Late payment/Administrative charges \$ \_\_\_\_\_  
(*or late payment interest at \_\_\_\_ % per month*)
  
  - e. A friendly loan given to the Defendant on (*date*).

f. A settlement/compromise agreement by the Defendant dated \_\_\_\_.

g. A security deposit given to the Defendant on (*date*).

h. (*Or such other brief description of the fixed sum*).

3. The Defendant has failed to make payment of the sum of \$\_\_\_\_\_.

4. The Plaintiff prays for:

(a) (principal sum owed)

(b) Interest at [ ]\*% per annum on the principal sum from date of writ to date of judgment.

*(OR if interest is contractually agreed)*

Interest at the contractual rate of (insert) from date of writ to date of payment.)

*(OR for dishonoured cheque claims)*

Interest from date of presentment to date of judgment pursuant to Section 57 (a)(ii) Bills of Exchange Act (Cap. 23)

(c) Further late payment/administrative charges at (rate agreed).

(d) Costs (or if contractually agreed, costs on an indemnity basis).

\* *To insert rate as provided for under Paragraph 57 of these Directions.*

**151. Non-injury Motor Accident (NIMA) Claims**

**(1) Compliance with FIDReC (Financial Industry Dispute Resolution Centre) pre-action protocol for low value NIMA claims**

- (a) For NIMA claims where the quantum of damages claimed, before apportionment of liability is below \$1,000, excluding survey fees, interests, costs and disbursements (“NIMA claims below \$1,000”), claimants are to comply with the FIDReC pre-action protocol at Annex A of Appendix F before commencing court proceedings. The claims will be managed by FIDReC in accordance with FIDReC's Terms of Reference providing for resolution of disputes by mediation and adjudication. The Court will require all parties to comply in substance and spirit with the terms of the protocol. A breach by one party will not exempt the other parties in the claim from following the protocol insofar as they are able.
- (b) Where the claimant has commenced an action in Court, the Court in exercising its discretion as to costs, will take cognisance of compliance with the protocol. The Court will, in particular, have regard to the following instances of non-compliance where applicable:
- (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 \$1,000 and the pleaded claim is for an amount exceeding \$1,000; or
  - (iii) the claimant has failed to obtain a judgment that is more favourable than the award of the FIDReC Adjudicator.
- (c) If in the opinion of the Court, non-compliance has led to the commencement of proceedings which might otherwise not have needed to be commenced, or has led to costs being incurred in the proceedings that might otherwise not have been incurred, the orders the Court may make include:

- (i) an order disallowing a party at fault his costs, or some part of his costs, even if he is the successful party;
    - (ii) an order that the party at fault pay the costs of the proceedings, or part of those costs, of the other party or parties; or
    - (iii) an order that the party at fault pay those costs on an indemnity basis.
  - (d) The Court will also take cognisance of compliance with the protocol in exercising its discretion when deciding the period of interest. Such orders may include:
    - (i) an order awarding a successful party who has complied with the protocol interest from an earlier period ; or
    - (ii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be specified.
  - (e) The Court will not impose sanctions on the claimant where there are good reasons for non-compliance.
  - (f) Where the claimant has commenced Court proceedings before adjudication of the claim by FIDReC, the Court may stay the action under Order 34A of the Rules of Court for the claimant to comply with this protocol.
- (2) **Compliance with NIMA pre-action protocol**
- (a) Other than NIMA claims below \$1,000, for all other NIMA claims, claimants are to comply with the NIMA pre-action protocol at Annex B of Appendix F before commencing court proceedings. For NIMA claims below \$1,000, claimants are also to comply with the NIMA pre-action protocol before commencing court proceedings unless paragraphs 3 and 7 of the FIDReC pre-action protocol providing for discovery of documents and negotiation have already been complied with. The Court will require all parties to comply in substance and spirit with the terms of the protocol. A breach by one party will

not exempt the other parties in the claim from following the protocol insofar as they are able.

(b) In exercising its discretion as to costs, the Court will take cognisance of compliance with the protocol. If, in the opinion of the Court, non-compliance has led to the commencement of proceedings which might otherwise not have needed to be commenced, or has led to costs being incurred in the proceedings that might otherwise not have been incurred, the orders the Court may make include:

- (i) an order disallowing a party at fault his costs, or some part of his costs, even if he is the successful party;
- (ii) an order that the party at fault pay the costs of the proceedings, or part of those costs, of the other party or parties; or
- (iii) an order that the party at fault pay those costs on an indemnity basis.

(c) The Court will also take cognisance of compliance with the protocol in exercising its discretion when deciding the period of interest. Such orders may include:

- (i) an order awarding a successful party who has complied with the protocol interest from an earlier period ; or
- (ii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be specified.

**(3) General Case Management for all NIMA claims filed in Court**

(a) In all NIMA cases after a writ is filed, the Court will convene the first conference under Order 34A of the Rules of Court approximately eight weeks after the filing of the memorandum of appearance. The Court will, as part of the conference, conduct a Court Dispute Resolution (CDR) session. Parties may expect, generally, three conferences for CDR purposes. If a second or third conference is necessary, these will be held

within the following eight weeks. If the matter is not settled at the third conference, the Court may make such orders or give such directions as it thinks fit for the just, expeditious and economical disposal of the action, including directions for trial.

- (b) At any time during a conference where the parties are agreeable to a settlement on the issue of liability or on both liability and quantum, the Court may enter interlocutory judgment or final judgment (as the case may be) or make such order to give effect to the settlement including an order for
  - (i) payment of monies payable under the settlement within a specified time; and
  - (ii) filing of the notice of discontinuance of the claim and/or counterclaim (as the case may be) within a specified time after receipt of the said monies.
- (c) A failure to attend this conference may result in a dismissal of the action or interlocutory judgment being granted against the defaulting party. Where interlocutory judgment is granted, the Court may make such orders or give such directions as it thinks fit for the assessment of damages.
- (d) Any judgment, order or direction made against an absent party may be set aside or varied by the Court pursuant to Order 34A, Rules 1(4) and 6(2) of the Rules of Court. However, any appeal against a judgment, order or direction made in proceedings where both parties were present should be made by filing a Registrar's Appeal under Order 55B of the Rules of Court.

## **151B. The Expedited Writ Track**

- (1) Fixed sum claims of \$20,000 or below (for example, actions on unsecured consumer credit loans, dishonoured cheques, outstanding wages and invoice claims for goods and services rendered, actions for refund of deposits or monies had and received) shall be managed under the Expedited Writ Track.
- (2) The provisions under the Rules of Court that apply in relation to a writ and to any order or judgment made therein will continue to apply in relation to an action to be dealt with under the Expedited Writ Track.
- (3) To keep pleadings concise, litigants are encouraged to use the short-form sample statement of claim in Appendix L of these Practice Directions.
- (4) If the defendant does not enter an appearance in the action, the plaintiff should apply for judgment in default of appearance under Order 13 of the Rules of Court in the usual manner.
- (5) If the defendant enters an appearance in the action, an expedited writ conference will be called within 14 days from the date of the entry of appearance. At the first conference, the Court will allow parties the opportunity to settle the dispute. If the defendant wishes to defend the claim, the Court will:
  - (a) direct the defendant to file and serve his defence; and
  - (b) make such orders or give such directions as it thinks fit, for the just, expeditious and economical disposal of the cause or matter.
- (6) **Expedited Writ Conferences**
  - (a) Under the Expedited Writ Track, the Court will notify the parties in writing to attend an early pre-trial conference (known as an “expedited writ conference”) convened under Order 34A of the Rules of Court. Parties should bring the invoices, cheques, contracts, loan agreements, statements of account admitting the debt, settlement agreements, letters of demand

and/or such other relevant documents when they attend the expedited writ conference. A failure to attend this conference may result in a dismissal of the action or judgment being granted against the defaulting party.

- (b) Any judgment, order or direction made against an absent party may be set aside or varied by the Court pursuant to Order 34A, Rules 1(4) and 6(2) of the Rules of Court. However, any appeal against a judgment, order or direction made in proceedings where both parties were present should be made by filing a Registrar's Appeal under Order 55B of the Rules of Court.
- (c) At any time during the expedited writ conference where the parties are agreeable to a settlement of some or all of the matters in dispute in the action or proceedings, the Court may enter judgment in the action or proceedings or make such order to give effect to the settlement including an order for:
  - (i) payment of monies payable under the settlement within a specified time; and
  - (ii) filing of the notice of discontinuance of the claim and/or counterclaim (as the case may be) within a specified time after receipt of the said monies.

(7) **EFS filing**

To facilitate the proper management of cases that are to be dealt with in accordance with the Expedited Writ Track, the Plaintiff should select the "Expedited Writ Procedure" button under the "Create New Submission" section while filing the writ of summons through the Electronic Filing Service.