LEGAL AID BUREAU

NAVIGATING MINOR PERSONAL INJURY CLAIMS

A SELF-REPRESENTED PERSON'S GUIDE

- Understand the basics of personal injury law
- Types of compensation you can claim
- Collect and organize your evidence
- Practical tips to negotiate effectively

Note: This guide is designed **ONLY** for individuals seeking to reach a settlement **OUT OF COURT.** It does **NOT** cover court procedures. If you need to file a claim in court, you **MUST** seek a lawyer's advice.

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NAVIGATING YOUR PERSONAL INJURY CLAIM

A SELF-REPRESENTED PERSON'S GUIDE

1 COLLECT INFORMATION AT THE SCENE

Prioritise your safety and medical care. Then, gather evidence — take photos, check for CCTV, note down witness names and contact details, and report the incident to the relevant authorities.

2 FIND OUT WHO IS RESPONSIBLE

Identify the person or organisation legally responsible for your injury. Consider where and how it happened, and if needed, check ownership of the premises through ACRA, SLA, or the relevant government agency.

3 ASCERTAIN WHETHER YOU HAVE A CASE

Check that four conditions are met: (1) the other party had a duty to keep you safe, (2) they failed in that duty, (3) their failure caused your injury, and (4) your injury was a foreseeable result. Also check that you are within the three-year time limit to make a claim.

4 ASCERTAIN HOW MUCH YOU CAN CLAIM

Work out the compensation you are entitled to, covering pain and suffering (general damages) and financial losses such as medical expenses, lost income, and transport costs (special damages). Keep receipts, payslips, and medical reports to support your figures.

5 GATHER AND ORGANISE YOUR EVIDENCE

Compile all evidence to prove both that the other party was at fault and the extent of your losses. This includes photos, accident reports, medical records, financial documents, and witness statements.

6 WRITE A LETTER OF CLAIM

Send a formal Letter of Claim to the responsible party setting out what happened, your injuries, and the compensation you are seeking. They typically have 14 days to acknowledge receipt and 8 weeks to respond in detail.

7 NEGOTIATE A SETTLEMENT

Once the other party responds, negotiate using your evidence to support your position. Keep all communications in writing and consider carefully whether any offer fairly covers your injuries and future losses before accepting.

8 RECEIVE PAYMENT

Once a Settlement Agreement is signed, the other party is expected to pay as agreed, either as a lump sum or in instalments. Keep clear records of all payments received. If payment is delayed, send a polite written reminder, followed by a formal Letter of Demand if there is still no response. If they still do not pay, consult a lawyer about enforcing the agreement.

Note: This guide is designed ONLY for individuals seeking to reach a settlement OUT OF COURT. It does NOT cover court procedures. If you need to file a claim in court, it is advisable for you to seek a lawyer's advice.

I. Introduction

Dealing with an injury caused by someone else can be stressful and confusing, especially when you are also trying to recover. This guide is here to help you take things one at a time. It explains your rights in plain language and walks you through the process of making a personal injury claim on your own, without needing to hire a lawyer.

A. What Is a Personal Injury?

A personal injury is when you suffer harm to your body or mind because of someone else's actions or carelessness. It can include:

- Physical injuries (e.g. cuts, bruises, broken bones, or whiplash); or
- Psychological injuries (e.g. anxiety or trauma).

Some common situations where people suffer personal injuries include:

- Road accidents (e.g. car, motorcycle, or bicycle crashes).
- Slip and fall accidents (e.g. slipping on a wet floor in a store).
- Accidents in public places (e.g. falling on a broken pavement or damaged steps).
- Animal attacks (e.g. being bitten by someone's dog).

B. Who This Guide Is for

This guide is designed for self-represented persons – people who are handling their own <u>minor</u> personal injury claim without hiring a lawyer, to try and reach an out-of-court settlement. This guide does not cover what to do if you need to file a claim in court. If that becomes necessary, you should seek a lawyer's advice.

It is especially helpful for those who:

- Have suffered minor personal injuries, such as bruises, sprains, whiplash.
- Do not wish to engage a lawyer because the cost of legal fees may be more than the compensation they are seeking.
- Do not want to go to court and prefer to try resolving their claim by negotiating a fair settlement directly with the other party or their insurer.

C. What This Guide Will Help You Do

By the end of this guide, you will be able to:

- understand the basics of personal injury law in plain language.
- determine if you may have a claim and if it is worth pursuing.
- learn how to collect and organize the evidence you need to support your claim.
- get an overview of the types of compensation you may be able to claim and the factors that can influence the amount.
- get practical tips on how to negotiate directly with the person or company who caused your injury, or with their insurance company, so you can try to reach a fair settlement.
- avoid common mistakes that could harm your chances of getting compensation.

D. What This Guide Does *Not* Cover

This guide gives you general information and practical steps to help you understand your rights and handle straightforward claims on your own. It is not legal advice. If your case is complex or if you are unsure about anything, consult a lawyer.

This guide is *not* suitable for**:**

- **serious or complex injuries** such as brain or spinal cord damage, amputations, or permanent disability. For such cases, the issues are generally more complex and difficult to navigate without professional advice;
- **vehicle to vehicle motor accidents**, where car insurers are normally involved and the claim is typically handled through the insurance process;
- **claims involving complicated legal issues or multiple parties**, particularly where the other party completely denies responsibility. These cases can be legally complex and are difficult to handle without professional advice; or
- **claims that will go to court**.

For all of the above, it is advisable to seek legal advice.

⚠ Important Note ⚠

This guide uses simplified language to explain legal concepts, and the actual legal tests may be more complex than described. There are exceptions and nuances that cannot all be covered here, so you should seek legal advice at key points to make sure you are on the right track. If you are unsure about anything, consult a lawyer. (See Section III: Seek Legal Advice from a Lawyer If You Need It for more details.)

II. Step by Step Guide

Step 1: Collect Information at the Scene

Your health and safety come first. If your injury is serious, focus solely on getting medical help — evidence can be gathered later. However, if you are able to, here are some steps to take as soon as possible at the scene. Acting quickly can help preserve evidence that may support your claim later.

> 💡 ***Why This Matters***
> Evidence gathered immediately after an incident is stronger, clearer, and harder to dispute than evidence collected later. Acting quickly helps you prove what happened and who was responsible, which improves your chances of getting fair compensation.

- **Gather evidence**
  - Take photos of the accident scene and what caused your injury (e.g. wet floor, broken equipment).
  - Check for nearby CCTV cameras that may have recorded the incident.
  - Keep a record of any visible safety warnings or the lack thereof.
- **Identify potential witnesses**
  - Check if anyone nearby may have witnessed the incident and ask if they would be willing to act as witnesses for a claim.
  - Note down names and contact details of such witnesses.
  - If possible, ask them to note down what happened while it is still fresh.
- **Identify the other party**
  - Get the name, contact details, and vehicle registration number(s) of the person involved.
  - If they were acting as an employee (e.g. a delivery rider, store staff), try to get the company name too.
- **Report the incident**
  - If appropriate, make a police report or inform the relevant authorities (e.g. the building management).
  - Reporting promptly creates official records, which may support your claim later.

Step 2: Find Out Who Is Responsible

Before you start your personal injury claim, it is important to know who caused your injury and who is legally responsible. Here is how to identify the correct person to take action against:

- **Think about where and how the injury happened.**

  For example, if you slipped or fell in a shop, the shop owner or management company may be responsible. Alternatively, if you were knocked down by a car on the road, the driver who caused the accident may be responsible.

- **Gather basic information at the scene.**
  - Take photos of the area and what caused the injury (e.g. broken tiles, wet floor).
    Identify any passersby, customers, or staff present who may have witnessed the incident, and note down their names and contact details. Note any signboards showing the company's name or unit number.

- **Check who owns or manages the place.**
  - For shops or offices, you can check the Accounting and Corporate Regulatory Authority (ACRA) website to find the registered owner of a business.
  - For properties, you can check property ownership through the Singapore Land Authority (SLA) (for a small fee) to find the landlord or management corporation.
  - If the incident happened in a public place (e.g. walkway, park), contact the relevant town council or government agency (e.g. NParks, Land Transport Authority, Housing and Development Board) to check if they are responsible for that area.

Sometimes, it is not immediately clear who is responsible. In these situations, it can help to get legal advice. The lawyer can guide you on identifying the correct person or company to include in your claim.

> 💡 ***Why This Matters***
> You can only claim compensation from the person or company responsible for your injury, so it is important to identify them correctly. Sending your Letter of Claim to the wrong person or company may delay your claim or cause it to fail. Note also that more than one party may be responsible, in which case you may need to include all relevant parties in your claim.

Step 3: Ascertain Whether You Have a Case

> **⚠ Important Note ⚠**
>
> Proving liability in personal injury claims can be complex and challenging, especially when facts are disputed or complex legal issues arise. If you are unsure whether you have a valid claim or how to prove it, seeking legal advice is strongly recommended. For more information on when and how to consult a lawyer, see **Section III: Seek Legal Advice from a Lawyer If You Need It**.

You may have a claim if someone else was careless and that carelessness caused your injury. To help you understand whether you have a valid claim, here are the key questions the law asks to decide if someone is responsible for your injury.

A. Was The Other Party Responsible For Your Safety? (Duty of Care)

Duty of Care is a fundamental concept in personal injury law. It means that people or companies must act carefully around others to avoid causing harm.

This responsibility can be understood by the following principles:

- You have a Duty of Care towards anyone who might reasonably be affected by your actions. If your actions (or inaction) could hurt someone, you must be careful.

> **Example**
>
> A shop owner must keep their shop safe for customers. This means:
>
> - Cleaning up spills promptly.
> - Making sure there are no obstacles blocking aisles.
> - Fixing broken floor tiles.

- However, this duty is not owed to everyone in every situation. You only owe it to people whom you could reasonably predict might be harmed by what you do.

> **Example**
>
> A shop owner owes a Duty of Care to customers inside the shop, because the customers might reasonably be affected by unsafe conditions in the shop (like spills on the floor). But the same shop owner does not owe a duty to the people walking on the pavement outside the shop, as those people are not reasonably affected by conditions inside the shop.

- Owing a Duty of Care means you must act the way a sensible, careful person would act in the same situation. You do not have to be perfect – just reasonably careful.

> **<u>Example</u>**
> The shop owner does not need to clean up a spill instantly. But they should clean it up within a reasonable time after noticing it. What is 'reasonable' depends on factors like:
> - How busy is the shop?
> - How big is the spill?
> - How slippery is it?

(If you are unsure whether something is 'reasonable' in your situation, consult a lawyer.)

In short, if someone was legally expected to act carefully to avoid harming you, they owed you a Duty of Care.

> 💡 ***Why This Matters***
> To make a claim, you must first show that the other party owed you a duty of care. Without this, they are not legally responsible for your injury.

B. Did the Other Party Fail to Fulfil Their Duty? (Breach of Duty)

After establishing that someone owed you a Duty of Care, the next question is whether they breached that duty (i.e. failed to fulfil their duty).

The key question is whether a careful, sensible person would have done things differently from the other party in your case. If yes, then the person has breached their duty of care.

> **<u>Example</u>**
> If a shop owner knows there is a spill on the floor but does not clean it up, they are not acting as a reasonable person would. This failure can be considered a breach of duty because they did not take reasonable steps to keep their customers safe.

> 💡 ***Why This Matters***
> If the other party acted reasonably and took proper care, they have not breached their duty. As such, you cannot make a successful claim against them, even if you were injured. Proving a breach is essential to showing that the other party was careless.

C. Did the Other Party Cause Your Injury? (Causation)

After showing that someone breached their duty, you must prove that their carelessness actually caused your injury. There must be a direct link. In other words, your injury must have happened because of the other person's breach of duty.

Ask yourself: If they had been careful, would I still have been injured?

- *If the answer is **NO** (you would not have been injured), then their carelessness caused your injury.*
- *If the answer is **YES** (you would have been injured anyway), then they did not cause your injury.*

> **Example**
> A shop owner notices a spill on the floor but does not clean it. You slip on that spill and break your arm. The shop owner's failure to act caused your injury. However, if you slipped because you tripped on your own shoelace, not because of the spill, the shop owner's failure to clean up the spill did not cause your injury.

> 💡 ***Why This Matters***
> Causation is essential because even if someone was careless, you cannot get compensation unless their carelessness actually caused your injury. If there is no direct link between their actions and your injury, your claim may fail.

D. Was the Injury You Suffered Predictable? (Remoteness)

Even if someone breached their duty and caused your injury, the law only covers injuries that are the kind of harm you would normally expect might happen from what they did (or failed to do). If the injury was very unusual or unexpected, it may not be something they are legally responsible for.

> **Example**
> If a shop owner does not clean up the spill and you slip on the spill and break your arm:
>
> ✓ **You CAN claim for:** Your pain and suffering, medical expenses, and lost wages because you could not work at your usual job, among other losses. This injury is the kind of harm you would expect from their carelessness.
>
> ✗ **You CANNOT claim for:** Lost profits from a potential business deal with a potential business partner you might have met at a networking event you could not attend because of your injury. This outcome is too speculative and unexpected – it is not the kind of harm you would normally expect from failing to clean up a spill.

💡 ***Why This Matters***
Even if someone was careless, you can only claim compensation for injuries that were reasonably foreseeable. Understanding this helps you know which injuries the law will cover and what compensation you can realistically expect.

E. Are You Within the Time Limit to Claim? (Limitation Periods)

There are legal deadlines (called "limitation periods") within which you must start your claim in court. If you miss these deadlines, you may lose the right to claim compensation. Typically, you must start your claim in court within 3 years from the date of your injury or from the date you became aware of the injury.

💡 ***Why This Matters***
Time spent negotiating with the other party does not pause the limitation period. Even while you are negotiating, the clock keeps running. Make sure you leave yourself enough time to consult a lawyer and start court proceedings if negotiations do not work out. Acting promptly protects your rights.

F. Were You Partly at Fault? (Contributory Negligence)

Sometimes, you might have contributed to your injury by not taking reasonable care yourself. This is called contributory negligence.

If you were partly at fault, your compensation may be reduced by a certain percentage which represents your responsibility for your injury.

Example
If you slipped on a spill in the shop because you were in a rush and running in the shop, which a reasonable person should not do, then if the matter goes to court, the court may decide that you should share some of the blame for the accident. This could reduce the amount of compensation you receive.

💡 ***Why This Matters***
If you are partly responsible for your injury, the law reduces your compensation accordingly. The amount of reduction is a tricky legal issue, and you are strongly advised to consult a lawyer on this. For more information on when and how to consult a lawyer, see **Section III: Seek Legal Advice from a Lawyer If You Need It**.

Summary of Legal Terms

Legal Element	What It Means	Quick Example
Duty of Care	The other party was responsible for your safety	A shop owner must keep floors safe for customers.
Breach of Duty	The other party failed to meet that responsibility	The shop owner knew of a spill but did not clean it up.
Causation	The other party's failure directly caused your injury	You slipped on that spill and broke your arm.
Remoteness	Your injury was a predictable result of the other party's failure	The broken arm from the fall is predictable. However, being unable to attend a meeting due to your injury, and thus losing a business deal, is not predictable.
Limitation Period	You must make your claim within 3 years	If you were injured on 1 June 2023, you must start your claim in court by 1 June 2026.
Contributory Negligence	You were partly at fault for your injury	You were running in the shop when you slipped on the spill.

Summary Checklist: Do You Have a Claim?

☐ Did someone owe you a Duty of Care?

☐ Did they breach that duty by being careless?

☐ Did their breach cause your injury?

☐ Is the damage reasonably foreseeable?

☐ Are you within the time limit to make a claim?

☐ Were you partly at fault for the injury?

Step 4: Ascertain How Much You Can Claim

> ⚠ **Important Note** ⚠
>
> Determining how much you can claim in personal injury claims can be complex and tricky, especially when facts are disputed or complex legal issues arise. Seeking legal advice is strongly recommended to help protect your interests. For more information on when and how to consult a lawyer, see **Section III: Seek Legal Advice from a Lawyer If You Need It**.

Once you prove the other person was at fault, the next step is determining how much compensation you should receive. The compensation is meant to cover the losses and harm you suffered because of your injury. The goal is to put you, as much as possible, back in the position you would have been in if the accident had not happened.

A. Types of Compensation You Can Claim

There are 2 main types of compensation you can claim:

Type	What It Covers	Examples of Evidence
General Damages (Pain and Suffering)	The physical pain, and mental and emotional impact from your injury.	Medical reports, diary entries, photos of your injury.
Special Damages (Financial Losses)	Actual money lost because of your injury.	Receipts, payslips, medical bills, transport invoices.

Examples of compensation for financial losses:

- Medical expenses – Costs for doctor visits, hospital stays, surgery, medication, physiotherapy, and any future treatment you may need.
- Loss of income – Money you have lost because you could not work while recovering from your injury.
- Future loss of earnings – If your injury affects your ability to work in the future, you may be able to claim compensation for the income you will likely lose.
- Transport costs – Expenses for travelling to and from medical appointments or therapy sessions.

B. How Is the Amount Calculated?

The amount of compensation depends on the specific facts of your case.

Pain and Suffering

Compensation for pain and suffering is calculated by looking at the type and seriousness of your injury and comparing it with past cases and legal guidelines. Several factors can affect the amount:

- Severity of your injury – More serious injuries generally lead to higher compensation.
- Position and visibility of the injury – Injuries that are more visible, such as a scar on your face, can result in higher compensation compared to those in less visible areas. (A factor to consider is also your age and situation in life. For example, a scar on the face of a young person is likely to have a greater impact than one on a less visible area of an older person.)
- Impact on your daily life – If the injury makes it hard for you to do normal things like taking care of yourself, that can increase the compensation.
- Ability to work – If your injury makes it hard for you to work, that can increase the amount of compensation you get.
- Personal factors such as age, gender, health, and occupation – These can affect how much income you lose or how your life is affected.
- Contributory negligence – If you were partly responsible for your injury (for example, not wearing a seatbelt when you were in a car accident), your compensation may be reduced by a certain percentage.

Financial Losses

Compensation for financial losses is calculated based on the money you have lost or expect to lose. This includes past and future medical expenses, lost income, transport costs, care costs, and other out-of-pocket expenses caused by your injury. To substantiate a claim for such losses, you need evidence like receipts, payslips, bills and medical reports (to prove the need for ongoing medical treatment).

> 💡 ***Why This Matters***
> Understanding how compensation is assessed helps you set realistic expectations and make sure you gather the right proof to support your claim.

Summary Checklist: Do you know how much compensation to claim for?

☐ What injuries did you suffer?

☐ What is the estimated amount to claim for the injuries suffered?

☐ Are there any factors that can affect the amount of compensation for pain and suffering claimable?

☐ Did you incur any financial losses?

☐ Are there any ongoing or future expenses related to your injury?

Step 5: Gather and Organise Your Evidence

Now that you understand your claim and what compensation you can seek, the next important step is to think carefully about what evidence you will need to support your claim and the compensation you seek. You need evidence to prove 2 main things:

- That the other party was at fault.
- Claim amount — the extent of your injuries and losses.

> 💡 ***Why This Matters***
> Without clear evidence, it is hard to show that your injury was caused by someone else or to demonstrate how much it has affected you. Gathering the right evidence builds a stronger claim and improves your chances of getting fair compensation. If you do not have enough evidence, the other party may deny responsibility, making it much harder to recover any compensation at all.

A. Evidence to Show the Other Party Was at Fault

Can you show what happened?

You need evidence that explains how the accident occurred. This helps to show that the other party caused or contributed to the accident.

> **Examples**
> Photos or videos of the accident scene, wet floors, broken equipment, or traffic signs. Accident reports or CCTV footage, and eyewitness accounts, can also help.

Can you show who was responsible?

You must show that the other party had a duty to keep you safe and failed to do so.

> **Examples**
> Safety rules, cleaning schedules or maintenance records of the organisation in charge of the place you got injured, or witness statements identifying the responsible party.

B. Evidence to Support Your Claim Amount

To decide how much compensation you can receive, you need to prove the losses and harm caused by your injury. The following types of evidence help demonstrate the extent of your injuries and losses:

- **Can you show your medical condition and treatment?**

You need to show exactly how you were hurt, and the treatment you have received.

Examples
Medical reports, hospital records, doctor's letters, test results, photos of injuries, medicine prescriptions, and physiotherapy schedules.

- **Can you show your financial losses?**

You must show what money you have lost because of your injury. This could be bills you have to pay as a result of your injury, or money that you could have earned but did not earn because you could not work because of your injury.

Examples
Doctor's letters, relevant medical or hospitalisation leave slips, payslips or letters from your employer showing time off work and whether your pay was affected as a result, receipts for medical bills, receipts for transport costs for medical appointments, invoices for medical equipment, and invoices for care services.

- **Can you show how your injury affects your daily life?**

Evidence about how your injury has changed your day-to-day activities helps support claims for pain, suffering, and loss of enjoyment of life.

Examples
A diary or notes describing your pain levels, emotional effects, limitations on hobbies, or changes in your ability to do household tasks or care for family. These are most useful when written at or close to the time of the events described.

- **Can you show future losses?**

If your injury affects your ability to work or carry out daily activities in the future, you may claim for future financial and personal losses.

Examples
Medical or expert reports outlining your expected recovery and any permanent disabilities, estimates of future medical costs, and loss of future earnings.

Once you have gone through the above, review the evidence you have already collected (for example, photos taken at the accident scene, medical reports, witness contacts). Ask yourself:

- Do I have enough evidence to prove that the other party was at fault?
- Do I have clear proof of my injury and its impact?
- Do I have documents showing my financial losses (medical bills, lost wages)?
- Are there any gaps or missing pieces of evidence?

If there are gaps in the evidence, consider what steps you can take to gather the missing evidence — such as:

- Requesting medical records or test results from the doctor or hospital.
- Obtaining witness statements.
- Getting copies of CCTV footage from the relevant authorities.
- Asking for maintenance or safety records from the other party.

Step 6: Write a Letter of Claim

A. What Is a Letter Of Claim?

This is a letter sent to the person or company responsible for your injury. It marks the start of the formal claims process and sets out your case clearly so the other party knows what you are claiming and why. Your Letter of Claim should cover the following:

- **Details of the accident**
  - What happened.
  - When and where it happened.
  - How the other party was at fault.
- **Your injuries**
  - What injuries you suffered.
  - What medical treatment you received.
  - Your periods of medical leave ("MC").
  - How your ability to work was affected.
- **Compensation amount**
  - How much compensation you are asking for.
  - A breakdown of your losses (medical expenses, lost wages, etc.).
- **Supporting documents**
  - Attach copies of relevant documents like medical reports, MCs, and receipts (do not send the originals – keep those for your own records).
- **Request for response**
  - Ask the other party to acknowledge your letter by a deadline (usually 14 calendar days).

💡 *Tip: Keep your tone factual and professional throughout. Avoid emotional or accusatory language and stick to the facts.*

B. Practical Tips for Drafting and Sending the Letter of Claim

1. Preparing to Send the Letter of Claim

Before sending your Letter of Claim:

- Make sure the name and contact details of the person or company are correct.
- Gather all your evidence.
- Be clear about what happened, the injuries you sustained and treatment received, how the injuries affected you, and how much compensation you want.
- Decide on a realistic compensation amount based on the facts of the incident, and the nature and impact of your injuries.
- Consider writing a simple outline of your key points to keep your letter focused and clear.

Drafting Tips:

- Keep your tone factual and professional.
- Avoid blaming or emotional language; stick to the facts.
- Make a copy of your letter and any attachments before sending.
- Send the letter by registered post or email with delivery/read receipt for proof of sending.

(Please see Section IV: Resources, Part B: Templates & Case Summaries for a suggested template for a Letter of Claim)

It would be advisable to seek legal advice on your Letter of Claim after you have drafted it, before sending it out, to make sure it accurately describes what happened, has sufficient evidence, and asks for reasonable compensation.

2. Sending the Letter of Claim

A Letter of Claim tells the other party that you are making a claim and invites them to respond.

Usually, the other party has:

- 14 days to confirm they received the letter.
- 8 weeks to reply in detail.

In their reply, they must say whether they accept, partly accept, or deny responsibility, and whether they agree or disagree with the amount you are claiming. They should also explain their reasons and provide any documents to support their response.

If you do not receive a response, you may consider sending a reminder letter and asking them to reply within an extended timeline (e.g. a further 7 to 14 days), but if there is still no response, please seek legal advice on your next steps.

⚠ Important Note ⚠

Throughout this process, keep the limitation period in mind. Time spent corresponding with the other party does not pause the clock. See Step 3, Section E for more on limitation periods.

Step 7: Negotiating a Settlement

A Note on Seeking Legal Advice

Negotiations and settlement agreements can have significant and lasting consequences, particularly given the 'full and final settlement' clause that most agreements include. It is therefore advisable to seek legal advice at 2 key stages: first, before entering negotiations, to help you establish a realistic minimum acceptable amount; and second, before signing any settlement agreement, whether drafted by you or the other party, to make sure it accurately reflects what you have agreed and protects your interests. For more information on when and how to consult a lawyer, see Section III: Seek Legal Advice from a Lawyer If You Need It.

A. Negotiations and Practical Tips

Once the other party responds, you can begin discussions on what would be an appropriate compensation amount – these discussions are called "negotiations". Keep the following in mind:

- Use your evidence to show how strong your claim is.
- Be open to offers but know your minimum acceptable amount.
- Keep all communications polite and professional.

When you receive a settlement offer, consider the following:

- Is the amount fair based on your injury and losses?
- Does it cover all your expenses, including future costs?
- Are the payment terms acceptable (lump sum or instalments)?
- Is the offer realistic compared to your chances if you go to court?
- Can the other party realistically pay the proposed amount?

Practical Tips:

- Keep a written record of all correspondence and phone calls.
- Allow yourself time to think before accepting offers.
- Listen and try to understand the other side's viewpoint.

B. Finalising the Terms of the Settlement Agreement

Once you have agreed on a compensation amount, there are a few other terms to think through before formalising the settlement.

- **Timing of Payment** – Consider when and how you will receive the compensation. Some people prefer a lump sum paid immediately, while others may accept instalment payments spread over time, especially if the other party is realistically unable to afford a lump sum payment.

- **Method of Payment** – Consider how you prefer to be paid. Bank transfers are usually faster and more secure than cheques.

- **Finality of the Settlement** – [IMPORTANT] Most Settlement Agreements include a 'full and final settlement' clause. This means that once you sign and receive payment, you cannot make any future claims related to this injury, even if you discover new problems later. Make sure you fully understand your injuries and their long-term effects before signing.

C. Preparing and Signing the Settlement Agreement

Once the terms are agreed on, they are put together into a Settlement Agreement for both parties to sign. This is a legal contract between you and the other party that settles the claim fully and finally.

When making a Settlement Agreement, a few basic rules must be followed:

- Both parties must sign the agreement willingly — no one can be forced or misled or pressured into signing it.
- Everyone signing the agreement must be at least 18 years old and have mental capacity to understand what they are agreeing to. **If you are under 18 years old, please consult a lawyer on what you should do to ensure the agreement is effective.**
- The agreement must clearly set out the terms both sides agreed on. This includes:
  - The amount to be paid;
  - When and how payment will be made;
  - Whether this agreement settles the claim fully.

💡 *Tip: While a Settlement Agreement can be valid even if it is not written, signed, or witnessed, it is highly recommended to do all 3 to avoid disputes later.*

Practical Tips:

- Read the agreement carefully before signing.
- Keep a signed copy safely for your records.
- Do not feel pressured to sign immediately. Take the time you need to read and understand the document fully.
- Never sign an agreement with missing details or blank spaces. All terms should be clearly written in before you sign.
- Make sure any verbal agreements (like payment schedules or apologies) are written into the agreement.
- You can also draft the agreement yourself and get the other side to sign it.

(Please see Section IV: Resources, Part B: Templates & Case Summaries for a suggested template for a Settlement Agreement. If the other party has drafted the agreement for you to sign, you can compare that agreement with the template, to make sure the agreement has covered all the important points.)

Step 8: Receive Payment

After both parties sign the Settlement Agreement, the other party is expected to make payment as agreed. This may be in the form of a lump sum or in instalments, depending on what was set out in the agreement.

Once you receive the payment, keep a clear and complete record of it. If the payment is made by bank transfer, save the transaction receipt or a screenshot from your bank account. If you receive a cheque, take a copy of both the cheque and the bank-in slip confirming it has been deposited. These records will be useful in case there are any disputes later.

If the payment is being made in instalments, monitor the schedule to make sure each payment arrives on time. If a payment is missed or delayed, you should follow up with the other party politely in writing.

What If the Other Party Does Not Pay?

Start by sending a polite reminder. Refer to the signed agreement, ask the other party to make payment as soon as possible, and attach a copy of the signed Settlement Agreement for reference.

If the other party does not reply or continues to delay payment, the next step is to send a formal letter demanding payment (also called a "Letter of Demand"). This letter should:

- State how much the other party owes;
- Make reference to the Settlement Agreement;
- Give the other party a short deadline to make payment (e.g. 7 calendar days).

(Please see Section IV: Resources, Part B: Templates & Case Summaries for a suggested template for a Letter of Demand)

If there is still no response after the Letter of Demand, you may need to take legal action to enforce the agreement.

⚠ Important Note ⚠

Enforcing a Settlement Agreement through the courts can be a complex area of law. Seeking legal advice is strongly recommended to help protect your interests. For more information on when and how to consult a lawyer, see **Section III: Seek Legal Advice from a Lawyer If You Need It**.

III. Seek Legal Advice from a Lawyer If You Need It

A. When to See a Lawyer

You can choose to get legal advice from a lawyer at any point during your personal injury claim. While you can try to handle things on your own, speaking to a lawyer can be especially helpful in these situations:

- **Checking if you have a valid claim** – A lawyer can help you understand if your case is strong enough to succeed.
- **Determining a fair compensation amount** – They can guide you on what is reasonable based on your injuries, losses, and future expenses.
- **If you do not get a reply** – If the other party does not respond to your Letter of Claim within the deadline, a lawyer can advise on your next steps.
- **If the other party denies fault** – A lawyer can help you decide whether to negotiate, mediate, or start legal proceedings.
- **If settlement talks break down** – If you and the other party cannot agree on compensation, a lawyer can explain your options, including starting a court action.
- **If you do not get paid** – If the other party fails to pay after signing a Settlement Agreement, a lawyer can guide you on enforcing the agreement.

B. Working with Your Lawyer

Being prepared and organised before meeting your lawyer will help the process run more smoothly and allow them to give you better advice.

1. Share the Facts Clearly

Your lawyer was not there when the incident happened, so you will need to explain what happened as clearly as possible. Be prepared to answer:

- What happened?
- Who was involved?
- When did it happen?
- Where did it happen?
- How did it happen?
- Why it happened? (if you know)

💡 *Tip: Write down a short, simple description of the incident before meeting your lawyer.*

2. **Provide Evidence**

Your lawyer will need proof to support your claim. Gather and bring along:

- Photos of the accident scene and your injuries.
- Recordings and photographs of the incident, e.g. CCTV footage or any kind of footage (if available).
- Police reports (originals and copies).
- Contact details of the other party.
- Contact details of any witnesses.

3. **Prepare Your Medical Records**

To calculate fair compensation, your lawyer needs details about your injuries and treatment. Collect:

- Medical reports and discharge summaries.
- Medical certificates and doctor's memos.
- Bills for treatment, caregiving, transport, and other expenses.
- Details of your diagnosis, medication, and follow-up care.
- Information on how the injury affects your work (e.g. payslips, contracts, or income tax statements).

4. **Share Your Settlement History**

If you have already tried to settle with the other party, your lawyer will need:

- A timeline of settlement attempts and all relevant correspondence with the other party.
- Copies of relevant documents, like:
  - Your Letter of Claim;
  - The other party's response;
  - Any other offers given by either party;
  - The Settlement Agreement (if any);
  - Proof of any payments received.

💡 *Tip: Put all your documents into a folder, organised by topic and date, so your lawyer can refer to them easily. The more complete and organised your information is, the better your lawyer can assess your chances of success, estimate fair compensation, negotiate a stronger settlement, and represent you effectively in court if needed.*

C. Where to Find a Lawyer?

For simple queries, you may visit a legal clinic. A list of legal clinics may be found at **Section IV: Resources, Part C: List of Legal Clinics.**

For comprehensive legal advice, you may wish to refer to the Law Society of Singapore's directory of lawyers handling accident and personal injury claims at **https://www.lawsociety.org.sg/find-a-lawyer/accident-and-personal-injury-claims**.

IV. Resources

A. Checklist – Your Personal Injuries Claim Process

This checklist is a quick reference to help you track the key steps in making a personal injury claim on your own, from assessing whether you have a claim through to finalising your settlement. Use it alongside the main guide to stay organised and on track.

Step 1: Assess the Situation Immediately After Sustaining an Injury
✓ Gather evidence from the scene. ✓ Identify potential witnesses. ✓ Identify the correct party to take action against. ✓ Report the incident.
Step 2: Find Out Who the Other Party Is
✓ Identify the correct person or company – note that there may be more than one.
Step 3: Ascertaining Whether You Have a Case
✓ Did someone owe you a Duty of Care? ✓ Did they breach that duty by being careless? ✓ Did their breach cause your injury? ✓ Was the damage reasonably foreseeable? ✓ Are you within the time limit to make a claim? ✓ Did you partially cause the injury yourself?
Step 4: Ascertaining How Much You Can Claim
✓ What injuries did you suffer? ✓ What is the estimated amount to claim for the injuries suffered? ✓ Are there any factors that can affect the amount of compensation for pain and suffering claimable? ✓ Did you incur any financial losses? ✓ Are there any ongoing or future expenses related to your injury?
Step 5: Preparing Your Case
✓ Collect evidence to show the other party was at fault. ✓ Collect evidence to support your claim amount.
Step 6: Writing a Letter of Claim
✓ Prepare and send your Letter of Claim. ✓ Use the template provided if needed — see Section IV.B.

Step 7: Negotiating and Drafting a Settlement

✓ Negotiate openly and politely with the other party, using evidence to support your claim.
✓ Consider all offers carefully and with an open mind.
✓ Finalise and draft the Settlement Agreement — use the template provided if needed (Section IV.B) — make sure it covers:
    o Timing of Payment;
    o Method of Payment;
    o Finality of the Settlement (i.e. after the agreement is signed, neither party can back out of it or ask to change it);
    o Signing of the Agreement by both parties.

Step 8: Receiving Payment
✓ Keep clear and complete records of payments. ✓ If payment is in instalments, monitor the schedule to ensure payments arrive on time. ✓ If the other party does not pay, send a polite reminder first, then a formal Letter to Demand payment if necessary.
⚠ **IMPORTANT: IF YOU ARE UNSURE AT ANY STAGE, OR WOULD LIKE A REVIEW OF THE DOCUMENTS YOU HAVE DRAFTED, CONSULT A LAWYER.**

B. Templates & Case Summaries

1. Templates

To help you in your claim, **Annex A** provides the following easy-to-use, fill-in-the-blank templates and sample documents:

a) Letter of Claim (used for the initial claim against the other party)

b) Settlement Agreement

c) Letter of Demand to enforce the Settlement Agreement (used if the other party does not pay as agreed)

These templates are designed to save you time. Use them as a starting point and adapt them to fit your own facts and circumstances, as every case is different. Make sure the details in your documents are accurate, complete, and relevant to your situation.

Disclaimer: These templates are provided for general guidance only and do not constitute legal advice. Always adapt them to your specific circumstances and seek professional advice if needed. For more information on when and how to consult a lawyer, see **Section III: Seek Legal Advice from a Lawyer If You Need It**.

2. Case Summaries

We have included case summaries inspired by actual personal injury files, with the year of settlement indicated for each case at Annex B. These examples illustrate how different situations were managed, the evidence required to prove certain claims, and the factors that influenced the outcome.

Each summary includes key takeaways to help you understand what worked well, what could have been done differently, and how you can apply these insights when handling your own claim.

Disclaimer: While these summaries are based on real cases, every case is unique and the outcome of yours will depend on your specific facts and circumstances. Use these summaries to guide your thinking, but always tailor your approach to your own situation. The summaries have been anonymised to protect the privacy of those involved and are provided for educational purposes only. They do not constitute legal advice.

C. List of Legal Clinics

1. **The Community Justice Centre**

1 Havelock Square, State Courts, Basement 1, Singapore 059724

Monday to Friday *(excluding Public Holidays and eve of Public Holidays)*

(limited daily 20-minute slots; first-come-first-served issuance of queue tickets)

AM Session: 10.00am to 12.30pm *(issuance of queue ticket starts from 9.00am)*
PM Session: 1.30pm to 4.00pm *(issuance of queue ticket starts from 1.15pm)*

2. **Pro Bono SG – CDC Legal Clinics**

North East CDC

Virtual Sessions

(1st Friday of each month): 7.30pm to 9.30pm

North West CDC

900 South Woodlands Drive #06-01 Woodlands Civic Centre Singapore 730900

(Near Woodlands MRT Station)

(1st and 3rd Mondays of each month): 7.30pm to 9.30pm

South East CDC

Geylang Wisma Serai 1 Engku Aman Turn #03-02 Singapore 408528

(7 minutes' walk from Paya Lebar MRT Station)

(1st and 3rd Tuesdays of each month): 7.00pm to 9.00pm

South West CDC

The JTC Summit 8 Jurong Town Hall Road #26-06 Singapore 609434

(Near Jurong East MRT Station)

(1st and 3rd Wednesdays of each month): 7.00pm to 9.00pm

Central Singapore CDC

490 Lorong 6 Toa Payoh #07-11 HDB Hub Via Biz Three Lift Lobby 1 Singapore 310490

(Near Toa Payoh MRT Station)

(1st and 3rd Thursdays of each month): 7.00pm to 9.00pm

3. **Pro Bono SG – Focused Legal Clinics**

Youth & Community Legal Clinic

Virtual Sessions

(2nd and 4th Fridays of each month): 7.00pm to 9.00pm

Non-Resident Legal Clinic

Virtual Sessions

(2nd and 4th Fridays of each month): 11.30am to 1.30pm

Migrant Worker Legal Clinic

265 Serangoon Road, Angullia Mosque, Singapore 218099

(Near Farrer Park MRT Station)

(2nd and 4th Sundays of each month): 10.00am to 12.30pm

4. **The Legal Aid Bureau**

Ministry of Law Services Centre
45 Maxwell Road
#07-11 The URA Centre (East Wing)
Singapore 069118

Monday to Friday *(excluding Public Holidays)*: 8.30am to 5.00pm

No Walk Ins – please make an appointment via the OneMinLaw Portal at (go.gov.sg/omp) before visiting the MinLaw Services Centre. This will help to reduce waiting time. For other enquiries, you may contact us at our hotline 1800-2255-529. Airtime charges may apply to calls made from mobile phones to '1800' local toll-free numbers. For overseas callers, please use +65 6225 5529 instead.

V. Frequently Asked Questions (FAQs)

Note: The answers below apply only to out-of-court settlements. If you are considering filing a claim in court, please seek legal advice.

1. Do I have to hire a lawyer to make a claim?

Not always. You can handle your claim yourself, but if the process becomes more complex or you are unsure about any part of the claim process, you are strongly encouraged to seek legal advice.

2. What if the other party denies responsibility?

You can:

- Provide more evidence;
- Try negotiating again;
- Consider mediation (where a neutral person helps you both reach an agreement) or court action if needed.

3. What if the settlement offer is too low?

You do not have to accept it. You can:

- Reject the offer;
- Explain why it is too low;
- Negotiate further or seek legal advice.

4. Can I accept a settlement offer without a lawyer?

Yes, you can. But before accepting, make sure you fully understand the terms and consequences. If possible, get legal advice — even a short consultation can help you decide if the offer is fair.

5. Do I need to sign a Settlement Agreement?

While it is not always strictly required, a written and signed Settlement Agreement is strongly recommended, as it clearly records the settlement terms and helps avoid misunderstandings later.

For answers to other common questions, please refer to the relevant sections in this guide:

Question	Section
What is a personal injury claim?	Introduction
Who can I make a claim against?	Step 2 – Find Out Who Is Responsible
How do I know if I have a valid claim?	Step 3 – Ascertain Whether You Have A Case
How long do I have to make a claim?	Step 3E – Limitation Periods
What if I was partly at fault?	Step 3F – Contributory Negligence
Can I claim for future medical expenses?	Step 4A – Types Of Compensation You Can Claim
What evidence do I need?	Step 5 – Gather And Organise Your Evidence
What is a Letter of Claim?	Step 6 – Write A Letter Of Claim
How do I negotiate a settlement?	Step 7 – Negotiating A Settlement
Can I change my mind after settling?	Step 7B – Finalising the terms of the Settlement Agreement
How do I enforce a settlement if they do not pay?	Step 8 – Receive Payment

Annex A – Templates and Sample Documents

[Letter of Claim template used for the initial claim against the other party]

[Your Name]
[Your Address]
[Your Contact Number]
[Your Email]

[Date]

[Name of other party]
[Address of other party]

FOR IMMEDIATE ATTENTION
[Mode Of Sending Letter]

[Note: You can send this Letter of Claim by any preferred mode, e.g. post, email, fax, etc – but remember to keep proof of the communication, e.g. a read receipt, certificate of posting or registered post.]

Dear Sir/Madam,

Claim for Injury from [*Describe Incident*] on [Date]

1. I am writing to seek compensation for injuries I suffered from an accident that occurred on [*Date*] at [*Address*].

Details of the Accident

2. [*State the details of the accident – i.e.*
(a) date of the accident,
(b) what happened to cause the accident,
(c) what happened after the accident, in terms of seeking medical treatment, being hospitalised, what medical treatment you received etc, and
(d) any other relevant matters.]

3. [*State any evidence you have to support your case, such as photographs, witnesses, police reports and so on.*]

Injuries and Impact

4. Due to the accident, I sustained the following injuries:
(a) [*List the injuries resulting from the accident, as stated in your medical report(s)*].

5. [State *whether you were on medical leave, and for how long, and whether this affected your ability to work, and if so, what your occupation is. State the medical records*

you have confirming your injuries, treatment, medical leave, and whether your ability to work was affected.]

Claim for Compensation

6. I believe you have been negligent as you had / had failed to: [*State why you think the* accident *is the other party's fault*].

7. I am claiming the following amounts:

(a) General Damages (Pain and Suffering)
[*This is the amount for pain and suffering from your injuries. You can refer to the following research materials for guidance on how to estimate such amounts: Guideline for the Assessment of General Damages in Personal Injury Cases, Academy Publishing, 2010, by the Subordinate Courts and Practitioners' Library, Assessment of Damages: Personal Injuries and Fatal Accidents (Third Edition), LexisNexis, 2017*.]

(b) Special Damages
[*You can list the expenses for your medical treatment, follow-up consultations, medical reports and any other costs, for example loss of earnings for the period you were not able to work, and state the bills, receipts, payslips and other documents to support your claim*.]

Total Claim: [State amount]

Supporting Documents

8. I have enclosed copies of the following:
(a) [*Attach the documents you have referred to in paragraphs 3, 5 and 7(b) above*]

Next Steps

9. If you have insurance that covers such incidents, please forward this letter and all enclosed documents to your insurer immediately. Please acknowledge receipt of this letter within **14 days** and inform me whether you accept my claim. If I do not receive a response by [***14-day deadline***], I may take legal action against you, without communicating with you any further.

10. If you have any questions, please contact me at [*state your contact details*]. I hope to resolve this matter amicably and look forward to your prompt response.

Yours sincerely,
[Your Signature]
[Your Name]

[Sample Letter of Claim applied to a Slip and Fall scenario]

Tan Ah Kow
100 Whiteacre Avenue
#01-01
Singapore 123456
H/p: 91234567
TAK@xmail.com

1 January 2025

Greenacre Shopping Centre Pte Ltd
100 Greenacre Road
Singapore 456789

FOR IMMEDIATE ATTENTION
By Registered Post

Dear Sir/Madam,

Claim for Injury from Slip and Fall at Greenacre Shopping Centre on 1 November 2024

1. I am writing to seek compensation for injuries I suffered from an accident that occurred on 1 November 2024 at your outlet located at 100 Greenacre Road Singapore 456789.

Details of the Accident

2. On 1 November 2024, I went shopping at Greenacre Shopping Centre. As I stepped into the Shopping Centre at the main entrance, I tripped over a 5-cm high unmarked step ("the step") and hurt myself. There was nothing to show that there was a step, like a different colour for the step, or some other warning sign.

3. After my fall, a store employee assisted me, and an ambulance was called. I was treated at YYY Hospital Accident & Emergency. When I later returned to the store after my discharge, I noticed that red tape had been placed on the step I tripped on. I took photographs before and after the change, which are attached to this letter. The store employee who assisted me and the paramedics who attended to me are witnesses to the incident.

Injuries and Impact

4. Due to the fall, I sustained the following injuries:
   (a) Fracture of my right little finger;
   (b) Left knee contusion (bruising); and
   (c) Facial contusion (bruising).

5. I was hospitalised for a few days and unable to work as a private driver from 1 November 2024 to 31 December 2024 (2 months) due to these injuries, so I could not earn any money during this time. Medical records from YYY Hospital confirm these injuries. I have attached the relevant documents.

Claim for Compensation

6. I believe you have been negligent as you had failed to ensure a safe shopping environment by doing anything to make the step clearly visible to customers.

7. I am claiming the following amounts:

(a) General Damages (Pain and Suffering)

i. Fracture of right little finger: **$2,500**
ii. Left knee contusion: **$2,000**
iii. Facial contusion: **$1,500**

(b) Special Damages

i. Loss of earnings (Monthly salary of $1,200 x 2 months): **$3,000**
ii. Hospital treatment: **$2,500**
iii. Follow-up consultations: **$320**
iv. Medical report fees: **$180**

Total Claim: $12,000

Supporting Documents

8. I have enclosed copies of the following:
(a) Photographs of the accident site (before and after the red tape was added to the step);
(b) Police report filed on 6 November 2024;
(c) Medical records from YYY Hospital;
(d) Documents showing my monthly income at the time of the accident; and
(e) Medical bills and receipts.

Next Steps

9. If you have insurance that covers such incidents, please forward this letter and all enclosed documents to your insurer immediately. Please acknowledge receipt of this letter within **14 days** and inform me whether you accept my claim. If I do not receive a response by **15 January 2025**, I may take legal action against you, without communicating with you any further.

10. If you have any questions, please contact me at the address/email/phone number above. I hope to resolve this matter amicably and look forward to your prompt response.

Yours sincerely,

Tan Ah Kow

[Settlement Agreement template]

PRIVATE SETTLEMENT AGREEMENT

Explanatory Notes:
This form is to be used in settling personal injury claims between private parties. It provides a framework for agreeing on compensation and resolving disputes without further legal action. You should seek legal advice before signing it to ensure you fully understand the terms and implications of the agreement. In particular, if you are the accident victim, please note that once you sign it, you cannot make any further claim against the other party.

THIS SETTLEMENT AGREEMENT ("**Agreement**") is entered on this __ day of [*Month*] [*Year*]

BETWEEN:

(1) **[Name of Party A[1]]** (NRIC No. [*XXXXXXXXX*]) of [*registered address*] ("**Party A**");

AND

(2) **[Name of Party B[2]]** (NRIC No. [*XXXXXXXXX*]) of [*registered address*] ("**Party B**");

(Together, both individuals are called the "**Parties**," and each of them is a "**Party**").

WHEREAS:

A. On [Date], an incident occurred at [Location] where [brief facts of what happened]. This incident (the "Accident") was caused by Party B's actions or negligence and resulted in injuries and/or damages to Party A.

B. Both Parties understand and accept that this is a legal agreement that both Parties must follow, and it can be enforced in court.

C. Subject to the terms of this Agreement, both Parties agree that this Agreement settles everything between them related to the Accident, and that they will not make any further claims against each other for any losses that may have been caused by it.

[1] Please insert the name of the party seeking damages.
[2] Please insert the name of the party from whom damages are sought.

IT IS HEREBY AGREED THAT:

1. To fully and finally settle any claims Party A may have against Party B because of the Accident, Party B agrees to pay Party A $[amount] (the 'Settlement Sum').

<u>Payment Plan</u>

**Please use the clauses 2 and 3 immediately below if payment of the Settlement Sum is to be made in a lump sum.*

2. Party B will pay the Settlement Sum by [date] through a bank transfer to Party A's account at [name of bank], account number [bank account number].

3. If Party B does not pay the full amount by the due date, the full remaining amount will be due right away, and Party A can go ahead to take legal action to collect that full amount.

**Please use the clauses 2 and 3 immediately below if payment of the Settlement Sum is to be made in instalments.*

2. Party B will pay the Settlement Sum by way of bank transfer to Party A's bank account [*name of bank and bank account number*] in the following instalments:

DUE DATE	AMOUNT (S$)
[Due Date 1]	*[Amount 1]*
[Due Date 2]	*[Amount 2]*
[Due Date 3]	*[Amount 3]*
[Due Date 4]	*[Amount 4]*

3. If Party B misses any instalment payment, the full remaining amount will be due right away, and Party A can go ahead to take legal action to collect that full amount.

<u>Entire Agreement</u>

4. This Agreement replaces all previous statements, promises, agreements, or understandings, whether made in writing or spoken, made by the Parties or their representatives. The rights and responsibilities of the Parties in relation to the Accident are governed by the terms in this Agreement only – meaning that the Parties can only refer to the contents of this Agreement in relation to the Accident, and not any other document, text, recording or communication.

<u>Jurisdiction & Governing Law</u>

5. This Agreement is governed by Singapore law. If there is any legal dispute or action related to this Agreement, it will be handled under Singapore law in the courts of Singapore.

<u>Legal Advice</u>

6. Each Party confirms that they have read and understand this Agreement and its consequences. Each Party also confirms that they have had the chance to get legal advice.

The Parties have signed this Settlement Agreement, in the presence of witnesses, to confirm their agreement to the terms.

SIGNED By:

____________________________	____________________________
Party A	In the presence of: [*Name of witness*]

SIGNED By:

____________________________	____________________________
Party B	In the presence of: [*Name of witness*]

[Sample Settlement Agreement]

PRIVATE SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“**Agreement**”) is entered on this 15th day of February 2025

BETWEEN:

(1) **Tan Ah Kow** (NRIC No. S1234567A) of 100 Whiteacre Avenue, #01-01, Singapore 123456 (“**Party A**”);

AND

(2) **Greenacre Shopping Centre Pte Ltd** (UEN: 202412345B) of 100 Greenacre Road, Singapore 456789 (“**Party B**”);

(Together, both individuals are called the “**Parties**,” and each of them is a “**Party**”).

WHEREAS:

A. On 1 November 2024, an incident occurred at Greenacre Shopping Centre at 100 Greenacre Road, Singapore 456789 where Party A tripped over a 5cm-high unmarked step at the main entrance and fell. This incident (the “Accident”) was caused by Party B’s actions or negligence and resulted in injuries and/or damages to Party A.

B. Both Parties understand and accept that this is a legal agreement that both Parties must follow, and it can be enforced in court.

C. Subject to the terms of this Agreement, both Parties agree that this Agreement settles everything between them related to the Accident, and that they will not make any further claims against each other for any losses that may have been caused by it.

IT IS HEREBY AGREED THAT:

1. To fully and finally settle any claims Party A may have against Party B because of the Accident, Party B agrees to pay Party A $12,000 (the “Settlement Sum”).

Payment Plan
(instalment version selected)

2. Party B will pay the Settlement Sum by way of bank transfer to Party A’s bank account DBS Bank 123-456789-0 in the following instalments:

DUE DATE	AMOUNT (S$)
1 March 2025	*2,000*
1 April 2025	*2,000*
1 May 2025	*2,000*
1 June 2025	*2,000*
1 July 2025	*2,000*
1 August 2025	*2,000*

3. If Party B misses any instalment payment, the full remaining amount will be due right away, and Party A can go ahead to take legal action to collect that full amount.

Entire Agreement

4. This Agreement replaces all previous statements, promises, agreements, or understandings, whether made in writing or spoken, made by the Parties or their representatives. The rights and responsibilities of the Parties in relation to the Accident are governed by the terms in this Agreement only – meaning that the Parties can only refer to the contents of this Agreement in relation to the Accident, and not any other document, text, recording or communication.

Jurisdiction & Governing Law

5. This Agreement is governed by Singapore law. If there is any legal dispute or action related to this Agreement, it will be handled under Singapore law in the courts of Singapore.

Legal Advice

6. Each Party confirms that they have read and understand this Agreement and its consequences. Each Party also confirms that they have had the chance to get legal advice.

The Parties have signed this Settlement Agreement, in the presence of witnesses, to confirm their agreement to the terms.

SIGNED By:

Party A

In the presence of: Mr Peter Tan (S3456789D)

SIGNED By:

Party B

In the presence of: Ms Jane Lim (S2345678C)

[Letter of Demand template to enforce the settlement agreement]

Explanatory Notes:
This form is to be used when enforcing payment obligations under a settlement agreement between parties. It serves as a formal demand for outstanding sums due under the agreement before further enforcement action is taken. You should seek legal advice if you are unsure of your rights or obligations under the settlement agreement or the consequences of non-payment.

[Your Name]
[Your Address]
[Your Contact Number]
[Your Email]

[Date]

[Name of other party]
[Address of other party]

FOR IMMEDIATE ATTENTION

Note: You can send this Letter of Demand by any preferred mode, e.g. post, email, fax, etc – but remember to keep proof of the communication, e.g. a read receipt, certificate of posting or registered post slip.

Dear Sir/Madam,

Outstanding Payment Under Settlement Agreement

1. I am writing regarding the settlement agreement we signed on [insert date] (the “Settlement Agreement”). I attach a copy of the Settlement Agreement to this letter.

   ** Please use the clauses 2 and 3 immediately below if payment of the settlement amount is to be made in a lump sum.*

2. According to clause [*insert clause number*] of the Settlement Agreement, you agreed to pay me [*insert settlement amount*] by [*insert due date*] as full settlement of my personal injury claim against you.

3. I have not yet received this payment.

   ** Please use the clauses 2 and 3 immediately below if payment of the settlement amount is to be made in instalments.*

2. According to clause [*insert clause number*] of the Settlement Agreement, you agreed to pay me [*insert settlement amount*] in instalments of [*insert instalment amount*] every [*insert frequency of payment*] as full settlement of my personal injury claim against you. *(Include the next line only if applicable)* The Settlement

Agreement also states in clause [*insert clause number*] that if you miss any instalment payment, the entire remaining amount becomes due immediately.

3. I have not received payment for the following instalment(s):

DUE DATE	**AMOUNT (S$)**
[Due Date 1]	*[Amount 1]*
[Due Date 2]	*[Amount 2]*
[Due Date 3]	*[Amount 3]*
[Due Date 4]	*[Amount 4]*

4. I am requesting that you pay the outstanding amount of [*insert amount*]* in full within [*insert timeframe, e.g. seven (7) days*] from the date of this letter.

**If the full amount is due immediately, either because it is a lump sum or because the agreement says the full amount is due if any instalment is missed, insert the total settlement amount (the full amount agreed upon in the settlement). If only overdue instalments are due, insert the total amount of overdue payments from the table in Paragraph 3.*

5. If I do not receive payment within this timeframe, I will take steps to enforce our settlement agreement and recover the money owed to me.

6. I reserve all my rights under the agreement.

Yours sincerely,

[Your Signature]
[Your Name]

[Sample Letter of Demand to enforce the settlement agreement]

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1 July 2025

FOR IMMEDIATE ATTENTION
By Registered Post

Greenacre Shopping Centre Pte Ltd
100 Greenacre Road
Singapore 456789

Dear Sir/Madam,

Outstanding Payment Under Settlement Agreement

1. I am writing regarding the settlement agreement we signed on 15 February 2025 (the "Settlement Agreement"). I attach a copy of the Settlement Agreement to this letter.

(instalment version selected)

2. According to clause 2 of the Settlement Agreement, you agreed to pay me $12,000 in instalments of $2,000 every month as full settlement of my personal injury claim against you. The Settlement Agreement also states in clause 3 that if you miss any instalment payment, the entire remaining amount becomes due immediately.

3. I have not received payment for the following instalment(s):

DUE DATE	AMOUNT (S$)
1 March 2025	2,000
1 April 2025	2,000
1 May 2025	2,000
1 June 2025	2,000

4. I am requesting that you pay the outstanding amount of $12,000 in full within ***seven (7) days*** from the date of this letter.

5. If I do not receive payment within this timeframe, I will take steps to enforce our settlement agreement and recover the money owed to me.

6. I reserve all my rights under the agreement.

Yours sincerely,

Tan Ah Kow

Annex B – Case Summaries

<u>Case Summary 1: Injured by Lift Door</u>

<u>Excerpt</u>
51-year-old man in a wheelchair – left leg was caught by lift doors when entering the lift Lift doors did not open despite other passengers pressing the "Door Open" button. Negotiated with insurer for lift manufacturer for compensation for injuries suffered: laceration (deep cut) (1.5cm x 7cm) on left shin, medical expenses, loss of earnings He wanted $6,262 – settled at $5,000 in 2018 Could have been partly the man's fault as he was trying to rush into the lift?

Case Overview

In September 2017, an elderly man, aged about 51 years old, was entering a lift on his motorized wheelchair. As he was doing so, the lift doors closed on his left leg and refused to open despite other passengers pressing the "Door Open" button. He suffered a laceration to his left shin when he extricated his leg from the lift doors, while they were still closed on his leg.

Key facts

- The CCTV footage showed that the man was partly at fault because his motorized wheelchair was moving quite quickly towards the lift as the doors were closing.
- The CCTV footage also showed that the lift doors did not open after the man's leg was trapped.

Injuries Sustained

- Laceration (deep cut) (1.5cm x 7cm) on left shin

Medical Treatment

- 4 visits to the doctor
- He was prescribed with various painkillers, antiseptic creams and given medical leave
- Unable to work as a tissue seller, which was his usual occupation, for 39 working days (he worked 6 days a week).

Claim for Negligence
In March 2018, a claim was made against the lift company, alleging negligence*, by sending them a letter of claim (detailing the incident, injuries sustained, and compensation requested).

*<u>*Negligence</u> is when someone fails to be as careful as they should be when doing something or not doing something, and that carelessness causes harm to another person.*

In this case, the lift company should have installed a safety mechanism to open the lift doors when the man's leg was caught, or if there was such a safety mechanism in place, then it was not functioning properly at the time of the incident.

Claim Amount
The claimant asked for a total of ~$6,262 for compensation:

- **General damages**: ~$2,000 for laceration (based on precedents and legal research on similar injuries).
- **Special damages**:
    - ~$162 for medical fees for 4 visits to the doctor.
    - ~$2,360 for the 39 working days he could not work. (However, he was a self-employed tissue seller and had no documentary evidence to prove his lost income.)
    - $150 for the medical report.
    - $90 for transport fees for doctor's visits.
- **Legal Costs**: $1,500.

Settlement Process & Negotiation

- The lift company did not admit liability (i.e. legal responsibility) but engaged in negotiations.
- After negotiations, the claim was settled in March 2018 at **$5,000** (lump sum).

Key Takeaways

- **You should act promptly to preserve evidence**: In this case, the claimant wrote to the lift company promptly to get a copy of/inspect the CCTV footage. This ensured that crucial evidence of the incident was preserved and to prove that the lift company was indeed negligent. If there is no CCTV footage, eyewitnesses can also be very useful. Try to get the names and contact details of anyone who saw the incident.
- **Your actions can reduce your payout**: If the evidence shows that you were partly at fault—for example, if you were rushing towards closing lift doors, like the man in this case—your compensation may be reduced, because the other party could argue that you caused the accident by your own carelessness.
- **Evidence is crucial:** To claim for loss of earnings, you need to show proof such as payslips or an employment contract. Without these, it will be harder for you to prove your loss, and the amount of compensation you can receive may be reduced. For example, if you are self-employed and claim about $2,360 for 39 days of lost income but cannot produce documents to prove it, it will be harder to recover the full amount. You should also keep receipts for your medical bills, like this man did, as these can help support your claim for those expenses.

<u>Case Summary 2: 2 Incidents of Assault</u>

<u>Excerpt</u>
65-year-old woman: 1) Punched on nose by male friend (“First Incident”) after a disagreement 2) Punched on hand by the same male friend (“Second Incident”) after another disagreement 3) Suffered a nasal contusion (bruised nose) from the First Incident and a finger injury from the Second Incident 4) Made police report on both incidents 5) She wanted $6,511.95 – settled at $2,000 in 2018

Case Overview

A 65-year-old woman had 2 separate disagreements with her male friend, each resulting in him assaulting her. She had a nose injury from the First Incident in November 2016 and an injured finger from the Second Incident in December 2016. The incidents occurred at a public place but there were no eyewitnesses. She reported both incidents to the police belatedly, approximately 2 years after the First Incident and Second Incident. The police gave the male friend a stern warning, but no action was taken.

Key facts

- After the First Incident, the woman underwent day surgery to stitch up the wound and stop her nose from bleeding and attended 2 review sessions after this. A subsequent X-Ray and nose scope revealed a mild nasal contusion (bruised nose).
- Following the Second Incident, the woman sought medical treatment for an injury to her right index finger but did not attend her follow-up session with a hand specialist. There was no formal diagnosis, but the X-ray done at the time revealed no fracture or dislocation.

Injuries Sustained

- Nasal Contusion (bruised nose)
- Injury to right index finger. The woman was a right-hander.

Medical Treatment

- Day Surgery
- 4 visits to the doctor (3 visits for the bruised nose and 1 visit for the finger injury)
- Nasal bone and hand X-Rays
- 2 sessions of Occupational Therapy, splinting.

Claim for Assault

A claim was made against the male friend for assault in September 2018, by sending him a letter of claim (detailing the incident, injuries sustained, and compensation requested).

Claim Amount

The woman asked for a total of $6,511.95 in damages:

- **General** damages**:** $5,500 for pain and suffering ($500 for nasal contusion and $5,000 for finger injury, based on precedents and legal research on similar injuries).
- **Special damages:**
    - $699.95 for medical expenses (supported by documents).
    - $312 for the ambulance charges and taxi fares for travelling to and from the hospital in connection with the treatment for her nose and finger injuries.

  (The woman was unemployed and therefore did not make any claim for lost wages in not being able to work.)

Settlement Process & Negotiation

- The male friend did not admit liability (i.e. legal responsibility) but engaged in negotiations.
- After negotiation, the claim settled at **$2,000** in October 2018. This sum was to be paid as a lump sum**.** The woman accepted $2,000 because her injuries were relatively mild (i.e. a bruised nose and an undiagnosed finger injury) and required little medical attention. The day surgery was only to stitch up a wound, not to repair any fracture or dislocation. Given the minor nature of the injuries, it was unlikely she would have obtained $5,000 in litigation.

Key Takeaways

- **Attend all follow-up medical sessions:** You should attend all recommended follow-ups. Missing them can weaken your case since doctors cannot formally assess the severity of your injury. In this case, the doctor could not formally diagnose or evaluate the woman's finger injury, which made it difficult to justify a $5,000 claim. Skipping a follow-up session could also suggest that the injury is not serious – an assertion made by the lawyer for the male friend in this case.
- **File police reports promptly:** You should make a police report immediately or as soon as practicable after an incident. Delaying it can reduce the weight of the report in supporting your claim. In the present case, the woman's delay of 2 years to file the police report undermined her credibility and allowed the other party's lawyer to argue that it was an afterthought used to support her claim.
- **Clarify inconsistencies in documentation:** You should check for any discrepancies between medical records, invoices, and other documents. For example, if medical notes say one hand was injured but the invoice shows the other hand, this needs to be clarified.

Case Summary 3: Emergency brake, passenger thrown from bus seat

Excerpt

1) 49-year-old woman – seated at the lower deck of a bus, near the back. Bus-driver braked suddenly without good reason, and she was thrown off her seat and rolled towards the middle of the bus
2) Negotiated with bus company for compensation for bruise on head and sprained wrist
3) She wanted $8,449.21 – settled at $6,000 in 2018

Case Overview

In November 2017, a 49-year-old woman was sitting near the back of a bus. The bus-driver suddenly applied the brake without good reason, and the bus stopped with a jerk. The woman was thrown off her seat and rolled forward towards the middle of the bus. She hurt her head and wrist. Other passengers alerted the bus driver about her injuries. He called an ambulance for her, which sent her to hospital.

Injuries Sustained

- Bruise on left side of scalp
- Sprain on left wrist

Medical Treatment

- 3 days' hospitalisation and 17 days of medical leave
- Treated with painkillers
- Unable to work as a part-time kitchen helper, which was her usual occupation, for 17 days.

Claim for Negligence

In September 2018, a claim was made against the bus company, alleging vicarious liability* for the negligence** of the driver, by sending the company a letter of claim. The letter of claim detailed the incident, injuries sustained, and compensation requested. The woman only wrote to the bus company because: (a) she did not have the name or address of the bus driver; and (b) a bus company is responsible for how its drivers operate the buses and is more likely to have the finances to make compensation.

*<u>*Vicarious liability</u> is when the law makes one person, usually an employer, legally responsible for the wrongful act of another person (usually an employee), even if the first person did not directly do anything wrong.*

*<u>**Negligence</u> is when someone fails to be as careful as they should be when doing something or not doing something, and that carelessness causes harm to another person*.

In this case, the bus driver must have been shown to have been driving without sufficient care, causing the passenger to be thrown from her seat and suffer injuries as a result.

Claim Amount

The woman asked for a total of ~$8,449.21 in compensation:

- **General damages**: $5,000 for pain and suffering ($3,000 for scalp bruise and $2,000 for left wrist sprain, based on precedents and legal research on similar injuries).
- **Special damages**:
    - ~$566.96 in medical expenses for hospitalization, treatment and medicine. (She had the documents to prove this.)
    - ~$892.50 for the 17 days she could not work. (She had payslips to prove these.)
    - $30 for transport fees for travelling to the hospital for a follow-up visit.
    - $107 for medical report fees.
- **Legal Costs**: $2,000.

Settlement Process & Negotiation

- After several rounds of negotiation, the claim settled at **$6,000** in November 2018, to be paid as a lump sum. There is a range of acceptable compensation for general damages for each injury, which tends to be negotiated, whereas the special damages and other claims with supporting documents are less likely to be disputed.

Key Takeaways

- **Evidence is crucial:** Like the woman in this case, you should keep payslips or other proof to support a claim for loss of earnings. You should also obtain medical reports to support your account of your injuries and the treatment you needed.
- **Collect additional evidence where possible:** It is a good idea to gather evidence that could be useful. This includes CCTV footage of the incident and eyewitness accounts. Make a note of anyone who saw what happened and, if possible, get their names and contact details. (In this case, however, the woman was brought by ambulance to the hospital after the incident on the bus, so was not able to get the bus driver's particulars or the particulars of any eyewitnesses. She could have asked the bus company for the CCTV footage, but this was not necessary, as they did not take the position that the incident was due to the woman's fault.)
- **Seriousness of injury affects compensation:** The type and severity of your injury will affect the amount of general damages you can claim. More serious injuries usually justify higher compensation. The injuries the woman suffered in this case (bruised scalp and sprained wrist) are not considered so serious.

Case Summary 4: Road Rage and Assault

Excerpt
1) 55-year-old man driving on the road had an argument with lorry driver who cut into his lane 2) He shoved the lorry driver first, but the lorry driver then punched him in the left eye, causing cataract lens dislocation, which required surgery and 47 days' medical leave 3) He wanted \$15,000 – settled at \$8,000 in 2023 4) He had been warned by the police for using criminal force and harassment against the lorry driver

Case Overview

In February 2022, a 55-year-old man was driving along the road when a lorry driver cut into his lane. He followed the lorry driver to the carpark where the lorry driver parked his lorry, and confronted him. When the lorry driver denied doing anything wrong, the man shoved him, and the lorry driver retaliated by punching him in the left eye. The man called for the police immediately. However, he only sought medical attention the next day. Upon review at the hospital, it was discovered that the man had sustained a cataract lens dislocation which required surgery. He was unable to work for 47 days.

Key facts

- Did not note lorry driver's details but later got his name and company from police investigations.
- There were several eyewitnesses. However, the man omitted to get their details.
- The police warned both parties – the man for criminal force and harassment offences, while the driver was warned for causing hurt to the man.

Injuries Sustained

- Dislocated cataract lens in left eye, which affected his vision.

Medical Treatment

- Eye surgery (vitrectomy (to remove damaged tissue from the eye), lens removal, and implantation of a new lens).
- 47 days' medical leave from work as a landscape supervisor, which was his usual occupation.

Claim for Assault

In March 2023, the claim was made against the lorry driver for assault, by sending him a letter of claim (detailing the incident, injuries sustained, and compensation requested). No claim was made against the lorry driver's company, because the company would not be responsible for an action the lorry driver did which was not a part of his work, i.e. assaulting another person.

Claim Amount

The man asked for a total of ~$15,000 in damages:

- **General damages**: $7,000 for pain and suffering (based on precedents and legal research on similar injuries).
- **Special damages**:
    - ~$2,300 in medical expenses for surgery and follow-up consultations. (He had documents to support these.)
    - $4,100 for the 47 days he could not work. (He had CPF records and salary slips to back up this amount.)
- **Legal Costs:** $1,500.

Settlement Process & Negotiation

- The assault was not disputed.
- In June 2023, after several rounds of negotiation on the appropriate amount of damages, the man settled at **$8,000,** to be paid over 4 monthly instalments.

Key Takeaways

- **Get the other person's details:** If you are ever in an accident or dispute, note down the other person's name, contact information, employer, and vehicle number as soon as possible. In this case, the man only got the lorry driver's details because the police were involved – without them, it could have been much harder. To strengthen his case, the man should also have collected the contact details of the eyewitnesses. Even though liability was not disputed this time, eyewitness accounts can be crucial if the facts are contested.
- **Be prepared to compromise**: You may not get the full amount you ask for, and the other side might need to pay in instalments. Here, the lorry driver was a foreign worker who could only afford $2,000 per month, so the settlement was lower than the man's original claim.
- **Your actions can reduce your payout:** If you also played a part in causing your injuries (for example, by provoking the other person to hit you, as in this case), the compensation amount you get may be reduced.

Case Summary 5: Trip-and-Fall Injury at Retail Store – Settlement Without Litigation

Excerpt

1) 65-year-old man – tripped and fell at a shop entrance
2) Raised platform – no marking to indicate
3) Negotiated with shop for compensation for injuries suffered: bruise, little finger fracture, nerve pain in arms; went to hospital, could not work for a while
4) He wanted $12,000 – settled at $5,000 in 2022
5) Could not prove parts of his claim due to lack of evidence

Case Overview

An elderly man, aged about 65 years old, tripped and fell over a raised platform when trying to enter a shop in November 2021. He hurt his finger, knee and face. The shopkeeper helped him up and called for an ambulance to take him to hospital.

Key facts

- The platform was not marked with contrasting colours or warning signs, making it a trip hazard.
- Following his discharge, the claimant revisited the store and observed that red tape had been added to the step, suggesting that the hazard had been addressed post-accident.

Injuries Sustained

- Fracture in his right little finger
- Bruises on left knee and face
- Nerve pain in both arms

Medical Treatment

- 5 days' hospitalisation
- Fitted with a splint for his fracture, and also given pain-relief medication for the bruises and nerve pain in his arms.
- Unable to work as a private driver, which was his usual occupation, for 56 days.

Claim for Negligence

In September 2022, a claim was made against the store operator, alleging negligence due to its failure to highlight or warn users of the raised platform (e.g. with signage, visual indicators), despite it being a potential trip hazard.

Claim Amount

The claimant asked for a total of ~$12,000 in damages:

- **General damages**: $6,000 for pain and suffering ($2,500 for the fracture of his right little finger, $2,000 for his left knee contusion, and $1,500 for his facial contusion, based on precedents and legal research on similar injuries).

- **Special damages**:
    - ~$2,000 in medical expenses for hospitalization, splint application, follow-up consultations, and therapy sessions. (He had the documents to prove this.)
    - $2,400 for the 56 days he could not work. (However, he was a contract worker and had no documentary evidence to prove his lost income.)
    - $180 for medical report fees.
- **Legal Costs**: $1,500.

Settlement Process & Negotiation

- The shopkeeper did not admit liability but engaged in negotiations.
- In December 2022, after several rounds of negotiation, the claimant settled at **$5,000** for his whole claim.

Key Takeaways

- **Be prepared to compromise**: You should be prepared to be flexible regarding the final settlement amount. The final settlement amount may be lower than the amount you claimed initially.
- **Evidence is crucial:** You should try to collect as much evidence as you can to support your case. (The claimant had taken a photograph of the platform after the accident and also managed to find a photograph of the platform before the accident. This helped him to establish that the platform was a hazard. Similarly, the claimant had medical reports to support his account of his injuries and the treatment he needed. However, the claimant had no documents at all to show what he could have earned if he had worked during the 56 days. This meant that his claim for loss of earnings was on weak ground and not accepted by the shopkeeper.)