

Crossborder LLC
Solicitor for the Plaintiff
M/s CrossBorders LLC
28 DEC 2020

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STATEMENT OF CLAIM
(Amendment No. 1)

1. The Plaintiff was at all material times, the owner of motor vehicle no. ~~SLV 2936D~~ **GZ9397B** (hereinafter referred to as “the Plaintiff’s Car Van”) which was at all material times driven by one ~~NG HUNG SIANG KELVIN (HUANG HANXIANG)~~ **TEO MENG KIAT, KELVIN** (hereinafter referred to as “the Plaintiff’s Driver”).
2. The 2nd Defendant was at all material times, the owner of motor vehicle no. **GBJ 6154Z XD5181Y** (hereinafter referred to as “the Defendant’s Lorry”), which was at all material times driven by its agent and/or servant, the 1st Defendant.
3. ~~On 28 November 2019 at about 2055 hours, the Plaintiff’s Car was travelling along Ang Mo Kio Avenue 1 and had entered the CTE(TPE/SLE) filter lane. Somewhere near or at the filter lane joining the CTE(TPE/SLE) after the chevron marking, the Plaintiff’s Driver wanted to move the Plaintiff’s Car into the lane on the right and had indicated his intention to do so by switching on the right indicator light. The Plaintiff’s Car was partially into the right lane and had to stop because a vehicle in front had come to a stop, when the Defendant’s Lorry, approaching from behind the Plaintiff’s Car, suddenly and without warning collided into the left side of the Plaintiff’s Car.~~
3. On 15 May 2018 at about 1630 hours, the Plaintiff’s Van was travelling along the 2nd lane (from the right) of AYE towards Tuas, when the Defendant’s Lorry, which was travelling on the 4th lane, (from the right) on the Plaintiff’s left, suddenly and without warning encroached or swerved into the 3rd lane where a motor bus No. SBS3062C (hereinafter referred to as “SBS3062C”) was travelling, causing the driver of SBS3062C to swerve to the right to prevent a collision with SBS3062C, and as a result, SBS3062C collided into the Plaintiff’s Van. The impact of the collision pushed the Plaintiff’s Van to collide into a motorcycle No. JSD9497 which was travelling on the right-hand side of the Plaintiff’s Van. As a result of the collision with JSD9497, the front right portion the Plaintiff’s Van was also damaged.

4. The said collision was caused solely or contributed to by the negligence of the 1st Defendant in the driving, management and/or control of the Defendant's Lorry. The 2nd Defendant is vicariously liable for the negligence of the 1st Defendant.

PARTICULARS OF NEGLIGENCE OF THE 1ST DEFENDANT (WHOSE NEGLIGENCE THE 2ND DEFENDANT IS VICARIOUSLY LIABLE)

- a) ~~— Failing to keep any or proper lookout or to have any or sufficient regard for the Plaintiff's Car;~~
 - b) ~~— Failing to pay any or sufficient heed to the presence of the Plaintiff's Car — which was travelling in front;~~
 - e) ~~— Failing to slow down the Defendant's Lorry when approaching the Plaintiff's Car;~~
 - d) ~~— Failing to apply the brakes in time or at all so as to avoid colliding into the Plaintiff's Car;~~
 - e) ~~— Failing to keep a safe travelling distance behind the Plaintiff's Car;~~
 - f) ~~— Failing to stop, to slow down, to swerve or in any other way to manage or control the Defendant's Lorry as to avoid colliding into the Plaintiff's Car;~~
 - g) ~~— Allowing or causing the Defendant's Lorry to collide into the rear of the Plaintiff's Car; and~~
 - h) ~~— So far as may be necessary, the Plaintiff will rely on the doctrine of *res ipsa loquitur*.~~
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- a) Encroaching or swerving unsafely without any warning and/or signal, into the path of travel of SBS 3062C which caused the driver of SBS 3062C to swerve into the path of travel of the Plaintiff's Van;
 - b) Failing to pay any or sufficient heed to the presence of other road users who were travelling in the lanes to the right of the Defendant's Lorry;
 - c) Failing to apply the brakes in time or at all so as to avoid the said collision;
 - d) Failing to exercise any or due skill and care in the driving, management and control of the Defendant's Lorry;
 - e) Failing to stop, slow down, swerve or in any other way so as to manage or control the Defendant's Lorry to avoid all the said collisions;

f) Causing a collision between SBS3062C and the Plaintiff's Van and, as a result, causing the Plaintiff's van to collide onto the said motorcycle which was travelling on the Plaintiff's right; and

g) So far as may be necessary, the Plaintiff will rely on the doctrine of res ipsa loquitur.

5. By reason of the matters aforesaid, the Plaintiff has suffered loss and damages and was put to inconvenience.

PARTICULARS OF LOSS AND EXPENSES

A Damages

i. Cost of Repairs <u>(inclusive of GST)</u>	\$ 9,400.00	<u>\$19,848.50</u>
ii. <u>Loss of Rental (16 days x \$180.00 per day)</u> (inclusive of 2 Sundays and 2 days Pre-Repair inspection Notice)	\$ 2,880.00	
ii. <u>Loss of Use (19 days x \$120.00 per day)</u>	\$ <u>2,280.00</u>	

And the Plaintiff claims: -

- a. Damages;
- b. Interest at the rate of 5.33 % per annum from the date of writ till judgment;
- c. Costs; and
- d. Any such further or other relief as the Honourable Court may deem fit.

Dated this 24th day of November 2020

Sgd: CrossBorders LLC

**SOLICITORS FOR THE PLAINTIFFS
CROSSBORDERS LLC**

28 DEC 2020

Re-dated this _____ day of December 2020.

CrossBorders LLC

**SOLICITORS FOR THE PLAINTIFFS
CROSSBORDERS LLC**

Form 4

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.

No Offer

3. Is the question of liability agreed?

Ans. Yes / ☒ **No**

4. Is the question of quantum agreed?

Ans. Yes / ☒ **No**

5. Have the parties agreed on a single joint medical expert?

Ans. Yes / ☒ **No**

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

Ans. Yes / ☒ **No**

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

Motor vehicle accident cases

- ☒ GIA reports and type-written transcripts of all persons involved in the accident, including a sketch plan.
- ☐ Police Reports.
- ☐ Police sketch plan or, if that is unavailable, the plaintiff's sketch of the accident.
- ☐ Results of police investigations or outcome of prosecution for traffic offence.
- ☐ Police vehicle damage reports.
- ☒ Original, coloured copies or scanned photographs of damage to all vehicles.
- ☐ Original, coloured copies or scanned photographs of the accident scene.
- ☐ Medical reports and specialist reports.
- ☐ Certificates for hospitalisation and medical leave.
- ☐ Bills for medical treatment and evidence of payment.
- ☐ Income tax notices of assessment and/or other evidence of income and loss thereof.
- ☐ Supporting documents for all other expenses claimed (if any).

Industrial workplace accident cases

- ☐ The plaintiff's sketch of the accident. N.A.
- ☐ Ministry of Manpower investigation reports.
- ☐ Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any).
- ☐ Original, coloured copies or scanned photographs of the accident scene.
- ☐ Medical reports and specialist reports.
- ☐ Certificates for hospitalisation and medical leave
- ☐ Bills for medical treatment and evidence of payment.
- ☐ Income tax notices of assessment and/or other evidence of income and loss thereof.
- ☐ Supporting documents for all other expenses claimed (if any).

For personal injury claims not involving motor vehicles and industrial accidents

- ☐ The plaintiff's sketch of the accident. N.A.
- ☐ Original, coloured copies or scanned photographs of the accident scene.
- ☐ Medical reports and specialist reports.
- ☐ Certificates for hospitalisation and medical leave.
- ☐ Bills for medical treatment and evidence of payment.
- ☐ Income tax notices of assessment and/or other evidence of income and loss thereof.
- ☐ Supporting documents for all other expenses claimed (if any).

Where claim includes property damage arising from a motor vehicle accident

- ☒ Repairer's bill and evidence of payment
- ☒ Surveyor's report.
- ☐ Excess bill or receipt

- ☐ Vehicle registration card.
- ☐ COE/PARF certificates.
- ☐ Rental agreement, invoice and receipt for rental of alternative vehicle (if any).
- ☐ Supporting documents for all other expenses claimed (if any).

Remarks (if any)

This question is only in respect of motor vehicle accident cases:

8. Did the accident involve a chain collision or more than 2 vehicles?

Ans. Yes / ☒ **No**

9. Has the defendant indicated that he intends to bring in a third party?

Ans. Yes / ☒ **No**

10. If yes, has the potential third party indicated that he intends to bring in a fourth party?

Ans. Yes / ☒ **No**

11. Were there any other parties involved in the accident?

Ans. Yes / ☒ **No**

If yes, please provide details.
