

CHIA S ARUL LLC
ADVOCATES & SOLICITORS
UEN201330709H

ARULCHELVAN S • RUTHRAM • DANIEL WOO

Our ref: AS.2021-0711.kc

Your ref: To be advised

4 August 2021

AXA Insurance Singapore Pte Ltd
8 Shenton Way #27-01
AXA Tower
Singapore 068811

BY EMAIL

SOH WEI WEN
288 YISHUN AVE 6
#11-56
Singapore 760288

CERTIFICATE OF POSTING

Dear Sirs,

**ACCIDENT INVOLVING (RIDER) FBK 2401G & SJP 7064S ALONG TAMPINES ST 71
ON 18 JUNE 2021**

1. We act for Muhammad Zahin Bin Hatman, rider of motor cycle FBK 2401G at the material time in his claim for personal injury suffered as a result of a road traffic accident that occurred on 18 June 2021 along Tampines St 71 involving FBK 2401G and SJP 7064S (the "accident").
2. We have been instructed that the above accident was caused by your/your servant's and/or agent's negligence and/or contributory negligence in the driving and management of motor vehicle SJP 7064S. As a result of the accident, our client has been put to loss and expense.
3. Accordingly, and in compliance with the PIMA Protocol (see "NOTE" below), **we hereby give you notice of our client's intention to claim damages against you** for personal injuries and consequential loss and expense suffered by our client as a result of your/your servant's and/or agent's negligence and/or contributory negligence at the material time, and, if necessary, to commence legal action against you/your servant and/or agent for the same.

NOTE: The Pre-Action Protocol for Personal Injury Claims, Appendix E of the State Courts Practice Directions Amendment No. 1 of 2016 ("the PIMA") is relevant and applies to all claims for personal injury as a result of road traffic and industrial accidents. Relevant provisions of the mentioned PIMA will be hereafter highlighted. A soft copy can be found at: <https://epd.statecourts.gov.sg/Appendices.html#appendix-e-pre-action-protocol-for-personal-injury-claims>

151 CHIN SWEE ROAD • #03-09
MANHATTAN HOUSE • SINGAPORE 169876
TEL : (65) 6733 4647 • FAX : (65) 6733 8183 (not for Service of Court documents)
EMAIL : info@chiaarul.com

4. In compliance with the paragraph 3.2 of the PIMA Protocol, we set-out the quantification of our client's claim at this point in time as follows:-

General Damages

a) Pain & Suffering	
i. Neck strain	\$5,000.00
b) Loss of income	\$ to be assessed

Special Damages

c) Medical expenses (continuing)	\$536.10
d) Transport expenses (continuing)	\$90.00
e) Cost of repairs	\$7,600.00
f) Loss of use (\$50.00 x 8 days)	\$400.00

In view of an amicable settlement at this stage of the intended proceedings, we further render below a list of disbursements incurred (at this point in time):-

Disbursements incurred as to date:

g) LTA search fee	\$7.49
h) Medical report fee	\$110.00
i) Incidentals	\$100.00
j) Survey report fee	\$476.00

5. Please note that the above quantification is made on a "Without Prejudice" basis and we reserve our client's rights to re-quantify the claim.
6. Pursuant to paragraph 3.8 of the PIMA Protocol, kindly find annexed herewith copies of the following documents for your consideration:-
- Traffic police report filed by the rider of motor cycle FBK 2401G;
 - LTA search;
 - Medical Report and the invoice issued by Changi General Hospital;
 - Survey report and colour photographs;
 - Final repair invoice;
 - Medical certificates; and
 - Medical invoices.
7. We would like to bring to your attention paragraph 3.9 of the PIMA Protocol, which requires you to pass this letter of claim and the attached documents to your insurer immediately upon receipt, if you wish to make a claim under your insurance policy.
8. Please also be informed that paragraph 4.1 of the PIMA Protocol requires you to send us a letter acknowledging receipt of this letter within fourteen (14) days from the date of this letter. Failure to comply permits us to commence lrgal proceedings without sanction by the court (paragraph 4.2, PIMA Protocol).
9. Further, pursuant to the requirements of paragraph 4.4 of the PIMA Protocol, you are to write to us substantively on the following within 8 weeks from the date of this letter:
- Whether you, or, your insurer is/will be defending the claim. In the event your insurer is not defending the claim, the reason(s) for your insurer's decision not to is/are to be provided;

- b) In the event your insurer is the party writing to us, apart from satisfying the other PIMA Protocol requirements, the reply letter must also state the name(s), telephone number(s), fax number(s) of the relevant insurance officer(s) handling the matter, as well as the insurer's file reference number(s) for the purposes of facilitating correspondence;
- c) Your position on the claim on both liability and quantum. If the claim is not admitted in its entirety, reasons for the partial or complete non-admittance and a list of documents, together with copies of all relevant supporting documents, are to be provided. Please note that Singapore Accident Statements and police reports provided must be full and complete and must reflect the names, identification numbers and addresses of all persons involved in the accident together with type-written transcripts of their factual accounts of the accident;
- d) You must also state your position on quantum and/or make an offer of settlement within fourteen (14) days of receipt of the medical report from the medical expert.
10. **TAKE NOTICE** that we wish to appoint our client's doctor(s) as the Single Joint Expert ("SJE") in the matter, as per the medical report and/or specialist medical report provide. Kindly let us know if you are agreeable to our proposed medical expert(s) to be the SJE in this matter.
11. In the event where the estimated quantum of the claim falls within the jurisdiction of a Magistrates Court (<\$60,000), you are required to send us a letter stating whether you agree or have any objections to the SJE appointment of the medical expert as proposed by us (relevant specialty) within fourteen (14) days of sending the acknowledgement letter to us (paragraph 4.3, PIMA Protocol). In the event you fail to reply or fail to object to any of our proposed medical expert within the stipulated timeline, you are deemed to have agreed to the appointment of our medical expert as the SJE.
12. This letter serves as a **NOTICE** to you and your insurers pursuant to Section 9(3)(a) of the Motor Vehicles (Third Party Risks and Compensation) Act that our client will commence legal proceedings against you / your servant and/or agent.

Thank you.

Yours faithfully,



MR ARULCHELVAN S

Enclosure(s)