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DEPUTY REGISTRAR KIM BUM SOO
4 August 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 150

District Court Suit No 1025 of 2021 (Assessment of Damages 489 of 2023)

Between

Ko Wei Ze Jonathan (suing as the administrator of the estate of Ko Wah)

… *Plaintiff*

And

(1) Samikannu Manickavasakar
(2) SJ Universe Pte. Ltd

… *Defendants*

JUDGMENT

[Damages] — [Measure of damages] — [Personal injuries cases]

[Damages] — [Assessment] — [Making different awards of pain and suffering for different periods of time]
[Damages] — [Assessment] — [Loss of amenities]
[Damages] — [Special damages] — [Whether damages may be awarded despite the absence of documentary evidence]
[Damages] — [Rules in awarding] — [Ascertainment difficult or impossible] — [Assessing damages when Plaintiff/Claimant passes away midway through proceedings]
[Damages] — [Rules in awarding] — [Proof of actual damage]
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v
Samikannu Manickavasakar and another

[2025] SGDC 150

District Court Suit No 1025 of 2021 (Assessment of Damages 489 of 2023)
Deputy Registrar Kim Bum Soo
28 May, 6 August 2024, 29 May, 13 June 2025

4 August 2025 Judgment reserved.

Deputy Registrar Kim Bum Soo:

1 This is a judgment that documents NTUC Income's wholly unreasonable behaviour. NTUC Income is the Defendants' insurance provider. After the 1st Defendant knocked down Mr Koh Wah ("**the late Mr Ko**") in a motor accident on 21 June 2019, NTUC Income took over conduct of the Defence, pursuant to the Defendants' motor insurance policy. Inexplicably, they resisted certain *uncontroversial* claims made by the Plaintiff (see [17], [36] and [43]). This judgment therefore represents the court's unmixed dissatisfaction with the manner in which NTUC Income has conducted itself.

2 The context: for more than half a decade after his accident, the late Mr Ko was bedridden and "permanently mentally incapacitated",[1] being "fully dependent on caregivers for all his activities of daily living"[2] and his presentation being "consistent with advanced dementia".[3] He had suffered such severe brain injuries from his accident that he required decompressive craniectomy and cranioplasty, with a further post-operative tracheostomy as well. Before closing submissions were tendered at the assessment of damages hearing, he passed away on 2 October 2024.

3 When the Plaintiff (suing as administrator for the late Mr Ko) brought his suit against the Defendants, NTUC Income took over conduct of the Defence from the Defendants as they (NTUC Income) would have had to foot the bill for any judgment against the Defendants. The Defendants' lawyers – good, reputable counsel of fine standing in the bar - were therefore taking instructions from NTUC Income throughout the proceedings. The unsaid understanding was that this was essentially an insurance claim packaged in legal proceedings and adjudicated by a judicial officer. When played out during proceedings, NTUC Income's unfounded objections – it refused to provide explanations for some of its objections even when pointedly questioned – read like the sort of casually impersonal stonewalling that some would associate with the worst administrative processes. The earnestness of the beleaguered Plaintiff offered heartbreaking contrast.

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1 Plaintiff's Bundle of Documents ("**BOD**") at p 26.

2 BOD at p 19.

3 BOD at p 11.

Issues to be determined

4 There are four heads of claim to adjudicate:

(a) Pain and suffering, and loss of amenities arising from injuries sustained in the accident;

(b) Loss of pre-trial earnings arising from injuries sustained in the accident;

(c) Medical expenses arising from injuries sustained in the accident; and

(d) Further expenses arising from injuries sustained in the accident.

Executive Summary

5 This, in summary, is my award:

S/N	Item	Award	Reference
GENERAL DAMAGES			
Pain and suffering, and loss of amenities			
1	Head injury	$210,000	[17] – [25]
2	Loss of amenities	$8,000	[17] – [18] & [26] – [28]
	SUB-TOTAL (GENERAL DAMAGES):	**$218,000**	
SPECIAL DAMAGES			
Loss of pre-trial earnings			
3	Loss of pre-trial earnings	$30,024.96	[30] – [35]

Pre-trial medical expenses			
4	Ambulance services	$1,992	[36] – [37]
5	Pre-trial medical expenses as of 31 October 2023	$122,889.52	[38] – [46]
6	Pre-trial medical expenses from 1 November 2023 to 2 October 2024	$9,048.54	[47] – [54]
Other accident-related expenses			
7	Deputyship application	$10,390.32	[55] – [56]
8	Caregiver expenses as of 31 October 2023	$31,884.37	[57] – [59(a)]
9	Caregiver expenses from 1 November 2023 to 2 October 2024	$6,896.39	59(b)
10	Milk powder related expenses as of 31 October 2023	$6,592.33	[61] – [65]
11	Milk powder related expenses from 1 November 2023 to 2 October 2024	$936	[61] – [66]
12	Miscellaneous expenses as of 31 October 2023	$3,071.51	[68] – [69]
13	Miscellaneous expenses from 1 November 2023 to 2 October 2024	$249.10	[70]
	SUB-TOTAL (SPECIAL DAMAGES):	**$199,304.10**	
	TOTAL DAMAGES (GENERAL & SPECIAL DAMGES):	**$417,304.10**	

Issue 1: General damages - Pain and suffering & loss of amenities

6 I am ordering $218,000 for the late Mr Ko's pain and suffering, as well as loss of amenities. The best way to explain this is to:

(a) State the principles and purposes of, respectively, an award of pain and suffering, and an award for loss of amenities;

(b) Outline the injuries suffered and the treatment / medical management that was necessitated thereafter; and

(c) To match, in a proportionate manner, the various awards (for pain and suffering, or loss of amenities) to the specific losses experienced by the late Mr Ko before his demise.

The legal principles

7 Pain and suffering, and loss of amenities are two different types of losses. "The former depends upon the plaintiffs` personal awareness of pain, her capacity for suffering. But the latter is awarded for the fact of deprivation - a substantial loss, whether the plaintiff is aware of it or not.": *Tan Kok Lam (next friend to Teng Eng) v Hong Choon Peng* [2001] SGCA 27 ("***Tan Kok Lam***"), citing *H West & Son v Shephard* [1964] AC 326. This means that "unconsciousness on the part of the victim would negative [a claim for pain and suffering] and thus render an award in respect of that claim inappropriate": *Tan Kok Lam* at [28]. True, the distinction is sometimes artificial, as the High Court eloquently described in *Chong Hwa Wee (by his Committee of Person and Estate, Chong Hwa Yin) v Estate of Loh Hon Fock, deceased* [2006] SGHC 79 at [5]. But there are cases where the distinction is meaningful, and this is one of them.

8 The approach for assessing pain and suffering was set out in *Lua Bee Kiang (administrator of the estate of Chew Kong Seng, deceased) v Yeo Chee Siong* [2019] 1 SLR 145 ("***Lua Bee Kiang***") at [12] – [18]. I adopt the summary I have penned elsewhere in *Asher David De Laure v Norhazlina Binte Md Yusop* [2023] SGDC 72 ("***Asher David***") at [10]:

> (a) First, the component method is applied. That involves quantifying the loss arising from each item or head of damage separately. This ensures that the loss arising from each distinct item or head of damage is properly accounted for: *Lua Bee Kiang* at [14]. Reference may be made to the *Guidelines for the Assessment of General Damages in Personal Injury Cases* (Academy Publishing, 2010) ("**the *Guidelines***") since they set out indicative assessment ranges for most types of personal injuries. However, these are no more than guidelines and a "good starting point" for negotiations: *Lua Bee Kiang* at [15].
>
> (b) Second, the global method is applied. That involves holistically considering all the injuries, to determine whether the aggregate award is reasonable and neither excessive nor inadequate: *Lua Bee Kiang* at [16]. This exercise is guided by at least two considerations. The first is to avoid overcompensation, with the Court accounting for any "overlapping" injuries that either (i) together resulted in pain that would not have been differentially felt by the claimant or (ii) together gave rise to only a single disability: *Lua Bee Kiang* at [17]. The second consideration is to ensure that like cases are treated alike, by considering and referring to the appropriate precedents: *Lua Bee Kiang* at [18].

9 I have also previously used the Monetary Authority of Singapore's online inflation calculator ("**MAS Inflation Calculator**")[4] in *Asher David* (see [8]) to make past awards relevant with an appropriate uplift for inflationary pressures. This has been recently applied at the High Court in *Lee Sim Leng v SMRT Buses Ltd* [2025] SGHC 11 at [94] and *Poongothai Kuppusamy v Huationg Contractor Pte Ltd and anor* [2023] SGHC 215 at [57]. I gratefully adopt the High Court's guidance.

10 As for the approach to loss of amenities, the Court "takes a broad-brush approach": *Noor Azlin bte Abdul Rahman and another v Changi General Hospital Pte Ltd* [2021] SGCA 111 ("***Noor Azlin***") at [146]. Precedents are useful (as evinced in the High Court's approach in *Soh Xia Kai Ronnie v Loke Chor Kay* [2019] SGHC 136 at [34] – [40]), but the facts of the case are of first importance. That is where I now turn to.

The injury and treatment / medical management that followed

11 I should begin by stating that the medical evidence produced by the Plaintiff was probably incomplete. The Statement of Facts tendered in support of the 1st Defendant's criminal proceedings referenced a medical report dated 19 September 2019. This report was not tendered by the Plaintiff, and the Defendants, for whatever reason, did not see fit to put it before the Court even though it would have been highly material. That report, in all likelihood, was the sort of report requested by the traffic police in these sorts of cases, and would have been a significantly detailed medical report that outlined the precise diagnosis, any medical complications arising, as well as treatments undertaken. In contrast, the medical reports I have before me are somewhat thin for what

4 See https://eservices.mas.gov.sg/statistics/calculator/GoodsAndServices.aspx

was clearly a very serious injury. Be that as it may, I did not pursue this further since all parties – fully represented, and knowing full well that we operate in an adversarial system – appear to have been content to proceed on this basis.

12 When the late Mr Ko was rushed to the Emergency Department on 21 June 2019, he was diagnosed with a "traumatic subdural haemorrhage".[5] He required "emergent brain surgeries to preserve his life", and underwent "right external ventricular drain and left sided decompressive craniectomy".[6] His consciousness was poor post-operatively and a tracheostomy was necessary too.[7] Subsequent to this, he underwent a cranioplasty on 16 August 2019, before being discharged on 31 August 2019.[8]

13 The late Mr Ko's injuries may be summarised as followed. I have taken this summary from the Statement of Facts tendered in support of the 1st Defendant's criminal proceedings, which was undisputed at the hearing and was, most importantly, prepared on advice of a doctor's opinion:

(a) Minimally displaced fracture traversing across the left high frontal to right high parietal, extending to the left frontal bone and left frontal sinus walls,

(b) Scalp haematoma over the left high frontal and right high parietal regions,

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5 BOD at p 5.

6 BOD at p 17.

7 BOD at p 17.

8 BOD at p 17.

(c) Extensive acute subdural haematoma in the anterior falx, interhemispheric fissure and bilateral cererbal convexities,

(d) Acute subarachnoid hemmorhage components in the left high frontal and bilateral basifrontal regions.

14 Notably, the late Mr Ko was intermittently conscious from the time of his accident till his death. While it is not realistic to draw conclusions on too granular a level, I find that:

(a) Between 21 June 2019 (the time of the accident) till 31 August 2019 (his date of discharge), the late Mr Ko was unconscious and unable to appreciate his pain and suffering. He required resuscitation by the doctors on arrival at the emergency department,[9] and his consciousness was "poor post-operatively".[10] These suggest to me that he was only discharged after his consciousness was brought back to relatively safer levels.

(b) There was another visit to the hospital on 10 September 2019,[11] and a follow-up appointment for CT scans on 17 September 2019,[12] but there were no medical reports issued for those. There being no suggestion otherwise, I saw no reason to suspect that his consciousness had dipped once more at that time.

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9 BOD at p 840, [7]

10 BOD at p 17.

11 BOD at 94.

12 BOD at p 8 (see Discharge Plan).

(c) He visited the hospital on 14 October 2019 and was discharged on 22 October 2019.[13] I assume it was an emergency visit since the ambulance pick-up time was at 0115hrs,[14] but there was again, no particular evidence before me to suggest that he had lost consciousness or his faculties at that time. In much the same vein, he visited the hospital on at least a few more occasions, on 27 November 2019,[15] 16 January 2020,[16] 17 February 2020,[17] 12 March 2020,[18] 16 July 2020 (this was a virtual consultation),[19] and 25 October 2020.[20] There were no medical reports given for any of these, and similarly no hard evidence that his consciousness had fallen during that period.

(d) At a tele-consultation on 5 January 2021, the attending doctor found the late Mr Ko "to be alert and obeying commands to movement only on his left arm".[21] He was noted to be "able to understand simple instructions".[22] This was consistent with the medical history that would later be taken by a psychiatrist on 24 March 2021 ("his children reported

13 BOD at 144.

14 BOD at 143.

15 BOD at pp 160 – 161.

16 BOD at pp 209 – 210.

17 BOD at pp 231 – 232, and 243.

18 BOD at pp 264 – 266.

19 BOD at p 295.

20 BOD at pp 347 – 349.

21 BOD at p 17.

22 BOD at p 17.

that he did raise his hand when in pain but otherwise no meaningful communication at home”).[23]

(e) At his mental capacity assessment on 24 March 2021, the psychiatrist noted that the late Mr Ko was “noted to be alert”, but that he was “unable to communicate verbally, by writing, by raising his hand, nodding or shaking his head”. The late Mr Ko was also “mute”, and “unable to repeat any part of the explanation or verbalise understanding”, being “cognitively impaired” with presentation “consistent with advanced dementia”. All this being said, “his children reported that he did raise his hand when in pain”. I am prepared to assume that from this point onwards, he was at a low level of consciousness and his ability to appreciate pain and suffering was at the very least, deteriorating.

(f) At a physical review on 18 April 2023, the doctor recorded that the late Mr Ko was in “poor conscious state”, and that he was “non-communicative”. He was pegged at “E4M3Vt”[24] on the Glasgow Coma Scale, which essentially means that he was at 7 – 8 on the scale. For context, the Glasgow Coma Scale “grades a person’s level of consciousness” (*Guidelines for the Assessment of General Damages in Personal Injury Cases* (Academy Publishing, 2010) (“**the *Guidelines***”) at p 3). 15 is “the maximum score” (see Public Prosecutor v Ravindran Annamalai [2013] SGHC 77 at [59]) and 3 is “the lowest possible” score (see *Chai Kang Wei Samuel v Shaw Linda Gillian* [2010] SGCA 22 (“***Samuel Chai***”) at [44]), with a score of 3 – 8 being considered

23 BOD at p 11.

24 BOD at p 19.

"severe" (see the *Guidelines* at p 3). Again, I took this to mean that he was functioning at a low level of consciousness, but was mindful that there was no definitive diagnosis that he was in a completely comatose state. Indeed, "his left upper limb [was] able to raise against gravity" with his other limbs "displaying minimal movement".

(g) The late Mr Ko required the services of a home medical doctor from 26 May 2020 onwards.[25] In a report dated 1 August 2023, the doctor recorded that the "patient [was] completely non-communicative with no mental capacity. The patient is permanently mentally incapacitated in is dependent on a full time live in care-giver 24/7 for ALL activities of daily living."[26] I am therefore prepared to assume that he was, at least from 1 August 2023, completely unable to appreciate pain and suffering, up till his passing away on 2 October 2024.

15 The upshot therefore, is that:

(a) Between 21 June 2019 to 31 August 2019 (71 days, not including the last day), the late Mr Ko was completely unconscious.

(b) Between 31 August 2019 to 24 March (571 days including first day but not last day), the late Mr Ko was conscious enough to fully appreciate pain and suffering.

(c) Between 24 March 2021 to 1 August 2023 (861 days including first and last days), the late Mr Ko's consciousness was deteriorating and

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25 BOD at p 25.

26 BOD at p 26.

his ability to appreciate pain and suffering would have likewise, been declining.

(d) Between 1 August 2023 – 2 October 2024 (428 days, not including first day, but not last day), the late Mr Ko was generally unconscious and I am willing to assume that he was effectively unable to appreciate pain and suffering.

16 In total, the late Mr Ko was labouring under his injuries for 1931 days. Of these days, he spent:

(a) 499 days (71 days + 428 days), or about 25% of the time completely unconscious,

(b) 571 days, or about 30% of the time, reasonably conscious, and

(c) 861 days, or about 45% of the time, in a state of deteriorating consciousness.

Quantifying the damages for pain and suffering, and loss of amenities

17 At the outset, I should state that NTUC Income's instructions to the Defendants' counsel was to *completely* deny the claim for pain and suffering,[27] and loss of amenities.[28] Their position was that the late Mr Ko had been comatose the entire time, and could not have appreciated any pain and suffering *at all*. This was despite:

27 Defendant's Submissions dated 7 April 2025 ("**Df Subs**") at [15]

28 Defendant's Submissions dated 23 May 2025 ("**Df Further Subs**") at [9]

(a) the clear evidence, as acknowledged by the Defence Counsel himself, that there were periods of time when the late Mr Ko was "alert" and "appeared to understand simple instructions";[29]

(b) the uncontroversial legal position, as acknowledged by the Defence Counsel, that "where an injured person is unable to feel pain and suffering, the injured person is still entitled to damages for loss of amenities."[30] (see also *Tan Kok Lam* at [25] and [28]); and

(c) an explicit opportunity given for them to explain their insistence on such an unyielding and apparently unreasonable position at a further hearing (NTUC Income simply declined to explain themselves).

18 Be that as it may, it is reasonably apparent from the evidence above that the Plaintiff should be awarded damages for pain and suffering since there were at least *some* periods of the late Mr Ko's life where he was able to appreciate pain and suffering. I adopt the following methodology:

(a) First, pain and suffering is calculated on the usual basis – *i.e.* assuming that the late Mr Ko had been fully conscious from the time of his accident till his death. I will refer to this as "**the usual sum**".

(b) Second, a *percentage* of the usual sum ought to be awarded for the time period that he was indeed fully conscious

(c) Third, a percentage of the usual sum ought to be awarded for the time period that he was in a state of deteriorating consciousness. A

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29 NEs 6 August 2024, at p 5D.

30 Df Further Subs at [8]

reasonable discount ought to be *further* applied to this, for the fact that the late Mr Ko's ability to appreciate pain and suffering was diminishing at that time.

(d) Fourth, an award for loss of amenities ought to be given for period that the late Mr Ko spent generally unconscious.

I have found support for such an approach in the *Guidelines* which usefully provides that "the quantum of the award will be affected […] by the degree of awareness of the physical stimuli [and] the extent of physical limitations" (see p 4 of the *Guidelines*). I should also add that I explicitly provided counsel an opportunity to consider the fact that neither of their approaches (the Defendants claimed that the late Mr Ko was unconscious the whole time while the Plaintiff argued that he was conscious the whole time) seemed consistent with the evidence. Neither counsel offered an alternative, or more realistic quantification methodology.

Step 1: Ascertaining pain and suffering on the usual basis

19 Where brain injury is concerned, the Court would ordinarily have regard to the various domains of brain injury, as stated in *Samuel Chai* at [48]–[49]: structural, psychological and cognitive.

20 Structurally, the late Mr Ko's injury was severe. Most concerning, to my mind, was the "extensive acute subdural haematoma in the anterior falx, interhemispheric fissure and bilateral cerebral convexities".[31] His post-accident surgery was invasive and extensive ("external ventricular drain and left sided

[31] BOD at p 840.

decompressive craniectomy for acute subdural hematoma" and a "cranioplasty", presumably to cover the skull defect"),[32] and the residual disability haunted him till the end of his days. An award on the highest end of the *Guidelines*' range for "Skull fractures" ought to be considered. That would be $75,000. Adjusted for inflation, that would amount to $99,868.17.

21 I take the psychological and cognitive domains together. The late Mr Ko was essentially incapacitated and his condition progressively worsened over time. At one point, his Glasgow Coma Scale was recorded at "E4M3Vt"[33] (*i.e.* anywhere between 7 – 8 on the scale). This appears to answer the *Guidelines*' description of "very severe brain damage" at pp 3 - 4:

> "the injured person suffers from severe physical limitations and also has very limited ability to interact with his environment meaningfully. Whilst he may open his eyes and be able to follow simple commands, he has little or incomprehensible language function, urinary and faecal incontinence and requires full-time nursing care to take care of his daily needs. The top range of the award will be applicable to such cases."

The applicable range in the *Guidelines* for such injuries is $160,000 – $250,00. The Plaintiff's counsel has proposed $220,000 and I find that the facts support that proposal. Adjusted for inflation, that would be $292,946.64

22 Taken together, the starting point (the "usual sum", as I've described above) would roughly come up to $400,000. For completeness, I am making clear that I have considered whether his pre-existing medical conditions had contributed to his bed-bound condition and have concluded that him being bedridden was entirely attributable to the accident. That was, after all, the

32 BOD at p 17.

33 BOD at p 19.

doctor's unequivocal testimony: "yes all current needs arose from the accident as the patient was otherwise independent of ALL activities of daily living and instrumental activities of daily living prior to the accident".[34]

Step 2: Awarding a percentage of the usual sum, for the period that the late Mr Ko remained reasonably conscious

23 Only a percentage of the usual sum should be awarded for the period that the Plaintiff spent reasonably conscious, and therefore able to appreciate pain and suffering properly. That would be 30% of the time (see [16] above). He should therefore be awarded $120,000 for this period of his life.

Step 3: Awarding a percentage of the usual sum for the period that the late Mr Ko was in a state of deteriorating consciousness

24 The late Mr Ko spent about 45% of the time in a state of deteriorating consciousness. 45% of $400,000 comes up to $180,000. To this, I am applying a further 50% discount because he was in a state of deteriorating consciousness. Admittedly, 50% is an impressionistic figure. But with the evidence as it stood, I was simply not comfortable making a more granular finding. More arithmetic would have produced spurious precision at best. In the circumstances, a somewhat Solomonic assessment appeared to be fairest.

25 In sum, the Plaintiff ought to be awarded $210,000 ($120,000 + $90,000) for his pain and suffering.

[34] BOD at p 30.

Step 4: Awarding damages for loss of amenities, for the period that the late Mr Ko was unconscious.

26 I take the Court of Appeal's decision in *Tan Kok Lam* as a starting reference point. Like the present case, the plaintiff there was knocked down in a car accident. Like the present case, she suffered serious brain damage ("left frontal brain contusion with fronto-tempero-parietal acute subdural haematoma") and required serious treatment ("A craniectomy and evacuation of the acute subdural haematoma"). Again, like the present case, the plaintiff "was not able to respond to visual and verbal stimulation". She was described as being in a "persistent vegetative state" (at [2]). Her life expectancy was pegged at 10 years at best (at [2]). The Court of Appeal restored the assistant registrar's award of $80,000 for loss of amenities. I am taking that $80,000 award as a starting point.

27 The present case differs in two main aspects. The first is that the award in *Tan Kok Lam* was granted when the plaintiff expected to live no more than 10 years. The award, in other words, was expected to account for up to 10 further years of loss of amenities. In the present case, the award for loss of amenities should address the 499 days that the late Mr Ko spent generally unconscious (see [16(a)]). The second difference is that the late Mr Ko was *generally* unconscious during that period but some realistic allowance ought to be made for some possibility that he was conscious at points. In contrast, the plaintiff in *Tan Kok Lam* was in a "*persistent* vegetative state".

28 For that reason, I am applying a 90% discount to the $80,000 award given in *Tan Kok Lam*. This roughly accounts for the year or so that the late Mr Ko was generally unconscious (as opposed to the *10 years* that the plaintiff in

Tan Kok Lam was expected to live). That comes up to $8,000 for loss of amenities.

Conclusion for pain and suffering, and loss of amenities

29 Put together, the total award for pain and suffering, and loss of amenities, is $218,000. I am mindful that there is a certain degree of artificiality in the manner that I have divided up periods of the late Mr Ko's last years. The truth is, monetary compensation for physical injury almost never feels adequate nor accurate. The layman would understandably find it inadequate or disrespectful to hear that human body parts can be priced – a bad skull fracture for $80,000, or severe brain damage for $220,000 etc. Relatedly, a bed-bound man unable to enjoy the company of his filial children in his final years, or a graceful departure as his time comes, arguably experiences a loss that hard-hearted money cannot capture. But the award given must be principled and pathos cannot prevail, not in the least because "the judicial mind [keeps] in view peripheral, but relevant, factors such as the impact on the insurers and the rate of inflation": *Chong Hwa Wee (by his Committee of Person and Estate, Chong Hwa Yin) v Estate of Loh Hon Fock, deceased* [2006] SGHC 79 at [9]. This represents my best approximation of a fair, and rational process that answers all parties' concerns.

Issue 2: Special damages - Loss of pre-trial earnings

30 There are two aspects to this head of claim: (a) how long the late Mr Ko would have continued to work had he not experienced the accident, and (b) how much he could have expected to earn on average.

31 I find that the late Mr Ko would have worked for **one and a half more years** from the time of the accident.

32 He was, by his son's own account, 78 years old at the time of the accident.[35] The average lifespan of a Singaporean male is 81 years old.[36] The starting point, therefore, was that he would have worked for three more years if he had worked till his dying day, and if he had lived for the average lifespan of a Singaporean male.

33 To that figure, I apply a 50% discount (3 years x 50%) for the following reasons:

(a) The late Mr Ko was *not* an average Singaporean male. He had a history of heart failure (having even gone through a triple bypass at one point), and struggled with hypertension, diabetes, chronic obstructive pulmonary disease, among other chronic conditions. The doctor confirmed that "even without the accident the chances of him passing [were] higher".[37]

(b) The late Mr Ko would have only continued working for his previous employer, a firm providing security services ("**Spear**"), for "as long [as they] were contracted to the assignment".[38] The Plaintiff's counsel accepted that there was no guarantee of Spear's contract being renewed at the job site.[39]

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35 Notes of Evidence (28 May 2024) ("**NEs Day 1**") at p 10E.

36 Notes of Evidence (6 August 2024) ("**NEs Day 2**") at p 9A.

37 NEs Day 2 at p 9D.

38 BOD at p 816.

39 Notes of Evidence (29 May 2025) ("**NEs Day 3**") at p 17C.

(c) The late Mr Ko may not necessarily have worked till his last day. He may have retired at some point.

34 As for his monthly income, I find that he would have earned \$1,600/month on average in 2019, and \$1,702.08/month on average in 2020.

(a) I derive \$1,600 as the monthly average income in 2019 by taking an average of Mr Ko's monthly salaries from January 2019 to May 2019. This was the Defendant's approach,[40] and the Plaintiff accepted the figure proposed by the Defendant.[41]

(b) I derive \$1,702.08 as the monthly average income in 2020 by applying an appropriate uplift to \$1,600. The uplift itself was derived from the Progressive Wage Model, which Spear subscribed to,[42] and which suggested that salaries ought to increase by roughly 6.38% from 2019 to 2020.[43] 106.38% of \$1,600 is \$1,702.08. The Defendants conceded at the hearing on 29 May 2025, that this was an appropriate way of quantifying the monthly average income in 2020.[44] This was wise, considering that Spear had explicitly committed to giving yearly salary increases, following the Progressive Wage Model as a benchmark.[45]

40 Df Subs at [60]

41 Plaintiff's Further Submissions dated 23 May 2025 ("**Pf Further Subs**") at [34]

42 BOD at pp 816 - 817

43 BOD at p 817, and Pf Further Subs at [34].

44 NEs Day 3 at p 16C.

45 BOD at p 816.

Ultimately, the evidence simply did not support any of the Defendants' arguments. Contrary to their suggestions, there *was* evidence that Spear "would have implemented [salary increases as set out in the Progressive Wage Model]"[46] – Spear confirmed it in writing ("salary will increase. We will follow government's mandate basic salary for our industry").[47] Similarly, there *was* a "documented history of salary increments during [the late Mr Ko's] employment"[48] – the Defendant's own tabulations demonstrated this,[49] and the payslips tendered in evidence bore that out as well.[50]

35 Taken together, I therefore conclude that the late Mr Ko would have earned **$30,024.96**, had it not been for the accident. This comprises the following:

(a) $1,600 x 6 = $9,600 (2019, 6 months)

(b) $1,702.08 x 12 = $20,424.96 (2020, 12 months)

Issue 3: Special damages – Medical expenses

Issue 3.1 - Ambulance services

36 Again, somewhat inexplicably, NTUC Income staunchly refused to pay for any ambulance related expenses. I cannot understand why NTUC Income would be willing to pay for hospital expenses, but not transportation to the

46 Df Further Subs at [35]

47 BOD at p 816.

48 Df Further Subs at [35]

49 Df Further Subs at [34]

50 BOD at pp 824 – 828.

hospital. There is nothing unreasonable about calling an ambulance to transport a bedridden man for his hospital visits. It boggled the mind why NTUC Income would have taken such an unyielding stance over something so obviously necessary. Two points:

(a) Ambulance rides are not joyrides. They are expensive, and generally accompanied by a certain amount of anxiety. Victims do not board ambulances lightly. Once receipts are produced for them (they are, after all, a species of special damages which require specific proof in order to be recoverable: *Wee Sia Tian v Long Thik Boon* [1996] 3 SLR(R) 513 at 517F, cited in *Tan Teck Boon v Lee Gim Siong and others* [2011] SGHC 169 at [19]), I would imagine that it is generally inappropriate for Defendants to question the motives for such an expense. There may, at points, be something which screams for explanation, and which warrants further investigation behind the receipts. But the starting point should be a charitable one.

(b) Each of the late Mr Ko's ambulance rides were accompanied by contemporaneous hospital invoices. Each of these were painstakingly explored at the hearing on 29 May 2025. The papers paint a picture of the late Mr Ko's continuing struggle with his injuries. Some of the visits[51] were short ones, for relatively routine scans.[52] Others were longer stays,[53] where the late Ko was conveyed to the hospital urgently in the dead of the night.[54] And the golden thread running through all the

51 BOD at p 182.

52 BOD at p 188.

53 BOD at p 146.

54 BOD at p 143.

receipts, was that the late Mr Ko took the ambulance rides for perfectly legitimate reasons.

37 I am therefore allowing all of the Plaintiff's claims for ambulance related expenses. These total $1,992 and are as follows.

S/N	**Date**	**Destination**	**Amount ($)**	**Reference (BOD)**
1	10 September 2019	To Khoo Teck Puat Hospital ("**KTPH**")	122	94
2	10 September 2019	Return home	150	95
3	15 September 2019	Return home	130	98
4	17 September 2019	To and from Ng Teng Fong General Hospital ("**NTFGH**")	120	114
5	14 October 2019	To National University Hospital ("**NUH**")	140	143
6	27 November 2019	To and from Alexandra Hospital ("**AH**")	150	160
7	10 December 2019	To and from NTFGH	140	182
8	16 January 2020	To NUH	150	209
9	17 February 2020	To and from NTFGH	130	231
10	9 April 2020	To KTPH	70	261
11	5 November 2020	To KTPH	70	342
12	24 March 2021	To KTPH	120	398
13	10 March 2022	From KTPH	70	553
14	24 May 2022	From KTPH	100	574
15	18 April 2023	To and from NTFGH	180	740
16	5 May 2023	To and from NTFGH	150	745

Total:	**$1,992**	-

Issue 3.2 - Medical Expenses as of 31 October 2023

Addressing the Defendant's objections

38 The Defendants' **first objection** was that some of the medication was used to treat the late Mr Ko's pre-existing medical conditions, which are unrelated to the accident. There is some force in that argument. His doctor, Dr. Lai Jun Xu, confirmed that "most of the medications [which were part of the late Mr Ko's prescription] are chronic medications".[55] I am therefore not granting the Plaintiff's claim for expenses related to those. These are:[56]

(a) Beclomethasone

(b) Bisoprolol

(c) Esomeprazole

(d) Daneuron

(e) Entecavir

(f) Vivomix

(g) Lopermide

(h) Salbutamol

55 BOD at pp 29 – 30.

56 BOD at p 26.

39 Additionally, the Plaintiff did not produce enough evidence to prove that some of the medication was related to injuries arising from the accident. Aside from claims for regular over-the-counter painkillers like aspirin and paracetamol (which I granted), the Defendants were right to be sceptical of such claims.[57] I decline to grant the claims for these, since it was not obvious, on the face of the documents, what such medication was for. I am particularly mindful that the late Mr Ko had a storied history of pre-existing medical conditions.[58] I am therefore wary of assuming that all medication was necessarily related to injuries arising from the accident.

40 That said, the doctor also confirmed (and the Defendants accepted)[59] that the following medication *was* necessitated by medical needs arising from the accident:[60]

(a) Doxycycline tablet

(b) Nicotinamide tablet

(c) Prednisolone

(d) Thymol

(e) Acetylcysteine

(f) Bromhexine

57 Df Subs at [48], e.g. see entries relating to BOD 213 and 279

58 BOD at p 25.

59 Df Further Subs at [13].

60 BOD at pp 29 – 30.

(g) Guaifenesin

(h) Higher doses of diabetes medication due to the administration of higher doses of steroids (e.g. Linagliptin and Metformin)

41 I am therefore granting the Plaintiff's claims for expenses related to items at paragraph 40(a) - 40(g) above. As for the higher doses of diabetes medication (see [40(h)] above), I accept that the Defendants are not responsible for the late Mr Ko contracting diabetes. That was a pre-existing condition which predated the accident. The Defendants are only responsible for the *increased* dosage of diabetes medication, which in turn was necessary to accommodate the higher doses of steroids administered after the accident. I am granting the Plaintiff only *half* of the expenses related to diabetes medication. These are tabulated at **Annex A** below.

42 The Defendants' **second objection** was that the Plaintiff had purchased multiple pulse oximeters and thermometers. The suggestion was that "one pulse oximeter and thermometer can be used for a long time before running out of battery or needing to be replaced."[61] I can see some force in that reasoning, especially given that the Plaintiff appears to have purchased multiple thermometers in quick succession (see thermometers purchased on 9 February 2020[62] and 17 February 2020).[63] Therefore, I granted the claims for the *first* pulse oximeters and thermometers bought, and for batteries thereafter. These are likewise reflected in **Annex A** below.

61 Df Subs at [31].

62 BOD at p 228.

63 BOD at p 240.

43 The Defendants' **third objection** was that some of the medical expenses were paid using payouts from MediShield Life. Specifically, NTUC Income instructed the Defendant's solicitors to resist paying for any medical expenses covered by payouts from MediShield Life. Bafflingly, not one, much less a credible, reason was offered for this. Their (remarkably thin) submissions on this subject were as follows.

(a) "… [clients] have instructed us that they will not be paying […] notwithstanding the relevant case law."[64]

(b) "[…] Notwithstanding the decision in *Lo Kok Jong*, the Defendants have nonetheless instructed us that they are maintaining their position and will not be paying for the medical expenses paid by MediShield Life"[65]

44 Needless to say, I found the objection to be callous and meritless. I did not accept it, and made no distinction between medical expenses paid by MediShield Life, medical expenses covered by Medisave, and those paid by cash/credit card/debit card. So long as the medical expenses were reasonably incurred and there was sufficient proof of the same, I made orders for the Defendants to compensate the Plaintiff. I explain in three main parts:

(a) The general rule is the rule against double recovery. If the Plaintiff has enjoyed any gains on account of the injury (*i.e.* some sort of *collateral benefit* fortuitously arising from the injury), that has to be

64 Df Subs at [47].

65 Df Further Subs at [23].

taken into account when assessing his damages: *Minichit Bunhom v Jazali bin Kastari and another* [2018] 1 SLR 1037 ("***Minichit***") at [30].

(b) There is an exception. "Even if the plaintiff's losses had, in full or in part, been recouped by reason of collateral benefits conferred upon him by parties unrelated to the tortfeasor, the plaintiff may nonetheless in some instances be allowed to retain those collateral benefits and make a claim for the full extent of his loss from the tortfeasor without an equivalent deduction to account for the collateral benefit.": *Minichit* at [83]. This is referred to as the doctrine of collateral benefits.

For this exception to apply, the test is whether the intended purpose of the payout of the collateral benefit, objectively judged, was to provide the plaintiff with a sum over and above the damages payable: *Lo Kok Jong v Eng Beng* [2024] SGCA 28 ("***Lo Kok Jong***") at [55] – [56]. A classic example of this exception is known as the Insurance Exception: "where a plaintiff recovers any moneys under an insurance policy for which he has paid the premiums[;] the insurance moneys are not deductible from damages payable by the tortfeasor.": *Lo Kok Jong* at [17].

(c) Here, the Plaintiff is seeking compensation from the Defendants for medical expenses that had already been covered by the late Mr Ko's MediShield Life policy. On its face, this looks like double recovery: once, from MediShield Life; and a further recovery in damages from the Defendant. However, I find that that the Insurance Exception applies, and that such double recovery is permissible. This is because MediShield is effectively a nationalised insurance scheme. I've articulated my reasons for this elsewhere in *Eng Beng v Lo Kok Jong*

[2020] SGDC 130 at [48]. There, I found that MediShield was in every sense, an insurance policy:

(i) That is how it is described in the MediShield Life Scheme Act 2015 ("A medical ***insurance*** scheme, known as the MediShield Life Scheme, is established for the purpose of…": s 3(1)).

(ii) That is consistent with how insurance policies are described in the seminal case of *Prudential Insurance Company v Inland Revenue Commissioners* [1904] 2 KB 658 ("A contract of insurance... must be a contract for the payment of a sum of money, or for some corresponding benefit... to become due on the happening of an event, which event must have some amount of uncertainty about it, and must be of a character more or less adverse to the interest of the person effecting the insurance"); and

(iii) That is exactly how MediShield manifests in practice. The late Mr Ko paid premiums to enjoy protection and coverage under the MediShield scheme. And when certain conditions (as set out in the "policy") were fulfilled, he received pay-outs to cover the costs of certain medical treatment/services rendered.

To adapt the language of the Court of Appeal's judgment, "the fact that the late Mr Ko contributed [by paying premiums for MediShield Life coverage] shows that the intended purpose of the [insurance payout], objectively judged, was to provide [him] with a sum over and above the damages payable" (see [38] of *Lo Kok Jong*). He is therefore entitled to claim the sums from the Defendants.

Addressing the remaining claims for medical expenses

45 As for the other expenses exhibited in the bundle of documents, I have studied the invoices and grant the following expenses since they appear, on their face, to be reasonably incurred and reasonably relate to the medical expenses arising from the accident. They, together with the claims I have granted at [39], [41], [42], and [44] above, have been tabulated in **Annex A** of this judgment. The total sum is $122,889.52.

46 However, I do not grant the Plaintiff's request for some other medical expenses. These amount to $65,942.57. These have been tabulated in **Annex B** of the judgment and some brief reasons are stated there as well. I should, at this juncture, address a point that the Plaintiff's counsel strenuously advanced at the hearing and in submissions. The submission was that the Defendant's objections to some of the claimed expenses were not ever put to the Plaintiff during cross-examination. Accordingly, the Defendant was not entitled to rely on such objections in submissions. The implication was that I should accept the Plaintiff at his word. I disagree. The Plaintiff bears the burden of proof. Before one even *begins* to consider the Defendant's objections, the Plaintiff must show what those claimed expenses are for, and why he is entitled to them. But when the tendered documents simply do not, on their face, explain what the purchase related to,[66] or when the tendered receipts were for items like mangoes and milk,[67] I was not convinced that the Plaintiff had even crossed the threshold of proving his basic case. My approach, therefore, has been to study each receipt carefully and to reject the claims that could not demonstrably be tied to consequences arising from the accident.

66 e.g. BOD at p 511

67 e.g. BOD at p 584.

Issue 3.3 - Medical Expenses from November 2023 to 2 October 2024

47 The Plaintiff's difficulty is that he has no receipts or documentation proving the late Mr Ko's medical expenses from November 2023 to 2 October 2024. There being no proof of such medical expenses, and since such medical expenses require specific proof to be recoverable, these medical expenses should not ordinarily be claimable.

48 This case, however, has somewhat extraordinary facts. For the following reasons, I am confident that I am both permitted to relax the traditional rule on special damages requiring specific proof, and that this would be an appropriate occasion to do so.

49 First, "the court has to adopt a flexible approach with regard to the proof of damage. Different occasions may call for different evidence with regard to certainty of proof, depending on the precise circumstances of the case and the nature of the damages claimed": *Noor Azlin bte Abdul Rahman and another v Changi General Hospital Pte Ltd* [2021] SGCA 111 at [60]. To be clear, I recognise that these were observations made in the context of (a) a general pronouncement on the law of tortious damages, (b) where the distinction between special and general damages was clearly apparent to the Court of Appeal, and (c) there were no special caveats about the applicability of these observations to the motor injury context. That said, I see no reason why the Court of Appeal's commonsensical guidance ought not to apply here:

> 59 It is fundamental and trite that a plaintiff claiming damages must prove his or her damage – the fact of damage and the quantum of loss. If he or she satisfies the court on neither, his or her action will fail, or at the most, he or she will be awarded nominal damages where it is clear that a legal right has been infringed. If the fact of damage is shown, but no evidence is given as to its amount such that it is virtually

impossible to assess the quantum of loss, this will generally permit only an award of nominal damages. That said, **given the myriad of factual matrices which may give rise to a claim for damages, the law does not *always* demand that the plaintiff prove with complete certainty the exact amount of damage that he or she has suffered**, although he or she must do his or her "level best" (see the decision of this court in *Robertson Quay Investment Pte Ltd v Steen Consultants Pte Ltd and another* [2008] 2 SLR(R) 623 ("***Robertson Quay***") at [27]–[29] and [31]).

60 The court has to adopt a flexible approach with regard to the proof of damage. **Different occasions may call for different evidence with regard to certainty of proof, depending on the precise circumstances of the case and the nature of the damages claimed.** There will be cases where absolute certainty is possible, for example, where the plaintiff's claim is for loss of earnings or expenses already incurred (*ie*, expenses incurred between the time of accrual of the cause of action and the time of trial) or for the difference between the contract price and a clearly established market price. On the other hand, there will be instances where such certainty is impossible, for example, where the loss suffered by the plaintiff is non-pecuniary in nature, or is prospective pecuniary loss, such as the loss of prospective earnings or loss of profit (see *Robertson Quay* at [30]).

To summarise, a plaintiff cannot make a claim for damages without placing before the court sufficient evidence of the loss that he or she has suffered, even if he or she is otherwise entitled in principle to recover damages. On the other hand, the **court must also adopt a flexible approach and allow for the fact that, in some cases, absolute certainty and precision is impossible to achieve**. Where specific evidence is obtainable, the court naturally expects to have it. Where it is not, the court must do the best it can to assess the plaintiff's loss (see *Robertson Quay* at [30]–[31]; see also James Edelman, *McGregor on Damages* (Sweet & Maxwell, 21st Ed, 2021) ("*McGregor*") at para 3-003 (reproduced below at [257]))

(emphasis mine)

50 Second, this is not the first time that the Court has granted an award for special damages, notwithstanding that there is no documentary evidence for the same. In *Tan Hun Boon v Rui Feng Travel Pte Ltd and another* [2017] SGHC 189 (at [145] – [147], "***Tan Hun Boon***") and *Siew Pick Chiang v Hyundai*

Engineering and Construction Co Ltd [2016] SGHC 266 (at [83] – [86]), the High Court took a practical view of the circumstances. Though the plaintiffs had failed to produce receipts for their pre-trial transport expenses, it stood to reason that *some* transport expenses must have been incurred in the trips to the hospital. The Court therefore arrived at an appropriate award by using a reasonable estimate of the medical expenses incurred. I note that the Court in *Tan Hun Boon* cautioned against too generous an approach: "any such estimate should be a conservative one, to avoid putting plaintiffs who fail to produce receipts in a better position than plaintiffs who conscientiously retain receipts and adduce them in evidence" (at [146]). I gratefully adopt that guidance.

51 Third, there were extenuating circumstances that credibly explain why the Plaintiff did not collect further documentary evidence of medical expenses from November 2023 onwards. This matter was fixed for assessment before me on 28 May 2024. The Plaintiff's AEIC was affirmed and filed on 9 November 2023. At that time, the late Mr Ko had not passed away and any undocumented medical expenses would have naturally been addressed by the Plaintiff's claim in future medical expenses (*i.e.* there was no need to collect receipts any further by that point). With the late Mr Ko's departure, the claim in future medical expenses fell away but left behind an evidentiary deficit for the medical expenses incurred between November 2023 and 2 October 2024. That deficit is not the Plaintiff's fault.

52 If anything, I am confident that the Plaintiff would have diligently collected and compiled further medical receipts if he had been apprised of the need to do so. The bundle of documents tendered is impressive. It tells the tale of a family methodically collating receipts over a four-year period, from multiple merchants, through multiple hospital visits, and concerning multiple

caregiving needs. From diapers to DuoDERM, and milk powder to medication, the list is extensive. I have no difficulty believing that the failure to produce further medical receipts was largely (if not entirely) due to the unforeseen early demise of the late Mr Ko. The Plaintiff has, to use the language of *Robertson Quay*, done his "level best".

53 For these reasons, I am adopting a reasonable estimate of the medical expenses from November 2023 and 2 October 2024 using the following methodology:

(a) First, I am assessing the average monthly medical expenses of the immediate one-year period before November 2023 (November 2022 – October 2023). This would be the fair because the late Mr Ko's medical expenses would have stabilised by that point, and it would best represent the expenses that may have been incurred from November 2023 to 2 October 2024. I was mindful that the late Mr Ko's expenses were higher and more volatile during the first few years following his accident. It would have been unfair to use that to project his medical expenses in his last days.

(b) Second, I am multiplying that by 11 months, such being roughly the period from November 2023 – 2 October 2024.

(c) Third, I am additionally considering whether any further discount ought to be applied, considering the High Court's guidance in *Tan Hun Boon* at [146].

54 The total medical expenses for the period from November 2022 to October 2023 is $9,048.54 (see **Annex A**). The monthly average medical

expenditure would therefore have been $754.05. Multiplied by 11 months, that would amount to approximately $8,294.50. Having considered the materials, I do not see any need for a discount either. I make clear that I have only made an estimate of the total *medical* expenses, and not the other *further non-medical* expenses during the period of November 2023 to 2 October 2024. Those are discussed below at [59(b)], [66] and [70].

Issue 4: Special damages – further expenses

Issue 4.1 - Cost of deputyship application

55 I note that NTUC Income has, in the Defendants' latest letter to Court dated 17 June 2025, agreed to foot the bill for the deputyship application amounting to $10,390.32. Since NTUC Income has, on behalf of the Defendants, agreed to pay the full sum, I see no reason to disturb that and grant that accordingly.

56 My only remark is that if I had been called to properly adjudicate the matter, I may not have awarded the full cost of the deputyship application to the Plaintiff. The Defendants are only responsible for the late Mr Ko's *early* demise, rather than his demise itself. In that sense, Mr Ko's estate would have had to incur the cost of a deputyship application in any event, regardless of whether there had been an accident. I would have granted a suitable discount to account for that.

Issue 4.2 - Cost of caregiver expenses

57 The first order of business is defining the issue here. The parties' submissions were at cross purposes:

(a) The Plaintiff's case revolved around proving the *necessity* of hiring a domestic helper to care for the late Mr Ko. To that end, he relied[68] on Dr Lai's medical report ("[Mr Koh Wah is] dependent on a full time live in care-giver 24/7 for ALL activities of daily living"),[69] and his oral testimony suggesting that had it not been for the accident, they "may not [have] continue[d]" with the domestic helper's services.[70]

(b) The Defendants' case appeared to have accepted that a domestic helper was necessary but questioned the *extent to which the domestic helper was involved in caregiving duties*.[71]

58 Given the Defendants' position, the real issue became a matter of *quantification* of, not *entitlement* to caregiver expenses. It was not, as the Plaintiff put it, an inquiry into whether "but for the accident, the Plaintiff's family would […] have continued employ[ing] the foreign domestic helper".[72] Instead, it was about assessing how much of the domestic helper's attention was devoted to taking care of the late Mr Ko, and accordingly how much of the total salaries ought to be paid for by the Defendant. My view is that the Plaintiff ought to only be awarded two thirds of the total salaries paid to the domestic helper for three reasons:

(a) A reasonable discount ought to be applied to account for the times when the domestic helper was assisting the family with regular

68 Pf Subs at [25(n)]

69 BOD at p 26

70 NE Day 1, p 26D.

71 Df Subs at [51].

72 Pf Further Subs at [30].

household chores, rather than taking care of the late Mr. Ko. Such a discount was considered and applied in *Toon Chee Meng Eddie v Yeap Chin Hon* [1993] 1 SLR(R) 407 (at [38]), albeit in the context of *future* medical expenses. That difference, at least for present purposes, is not material here. The principle of the matter is simply that the Defendants ought only to pay for expenses stemming from the accident. They should only be responsible for what they caused.

(b) There is good reason to believe that the domestic helper would have continued to assist the family in other areas besides caregiving duties for the late Mr Ko. **First**, the domestic helper had been in the family's employ even before the accident. She was hired since 10 November 2018, and the accident was in June 2019.[73] It is not realistic to expect that a live-in domestic helper will drastically shift gears into a full-time caregiver, especially when she was first hired to handle housework. **Second**, the Plaintiff conceded during cross-examination that "even without accident [the family] would still have employed [a] domestic helper".[74] The implicit suggestion was that the family would have continued to find the helper's services useful even for non-accident-related duties (*i.e.* regular household chores).

(c) Although there were three other people living in the household at that time (the Plaintiff, his father, and his mother),[75] it was not realistic to expect that the domestic helper would have divided her time evenly between each of the household members. The late Mr Ko obviously had

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73 NEs Day 1, p 12C.

74 NEs Day 1, p 12E.

75 NEs Day 1, p 12E.

far more needs than the other two household members. These would have demanded more of the helper's attention and time. But by that same token, it was not realistic to assume that the late Mr Ko's caregiving needs would have been borne entirely by the domestic helper. The family lived together. And it was obvious to me that the Plaintiff and his sister were heavily involved in taking care of their late father. The receipts for the late Mr Ko's various care-related needs bore their names,[76] and the Plaintiff was able to speak confidently about the late Mr Ko's medical history and needs.[77] The Plaintiff's sister, it seems, managed the medical fees.[78] The picture that emerged during the assessment was that of a filial duo who took their familial responsibilities seriously (even for day-to-day caregiving needs), and were assisted by the domestic helper for the same.

59 My best estimate, therefore, is that at least two thirds of the domestic helper's time would have been dedicated to caring for the late Mr Ko. The Plaintiff should therefore be awarded two thirds of the domestic helper's salaries. This would compose of two periods, one from 30 June 2019 to 31 October 2023 (where documentary evidence is readily available) and from 1 November 2023 to 2 October 2024 (where the evidence is lacking):

(a) The period from 30 June 2019 to 31 October 2023 – the total salaries for this period was $47,826.55. Two thirds of this would be **$31,884.37**.

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76 See receipts in BOD.

77 NEs Day 1, pp 16C, 17D, 18E, 21A, 23C, and 25C.

78 NEs Day 1, p 15B.

(b) The period from 1 November 2023 to 2 October 2024 – adopting the same reasoning and methodology as that set out at [47] – [53] above, the average monthly salaries paid in the year immediately preceding the late Mr Ko's demise was $940.42. Multiplied by 11 months (*i.e.* 1 November 2023 to 2 October 2024), the sum comes up to $10,344.58. Two thirds of this would be **$6,896.39**.

(c) The total award, therefore, would be **$38,780.76**.

60 I make clear that I am not granting the claim for the domestic helper's dental treatment.[79] The damage appears to be too remote, and I am simply not convinced that the Plaintiff has sufficiently proven his entitlement to the same.

Issue 4.3 - Milk powder related expenses

61 One of the Defendant's most strident objections was that the late Mr Ko's milk powder[80] was too expensive. The suggestion is that a "more cost-effective nutritional milk alternative" ought to have been used,[81] and this is part of a larger argument that the late Mr Ko could have done with less: a "less costly [mode] of transport", a "cheaper alternative[s] to purchasing a new [pulse oximeter and thermometer]", and a "more cost-effective nutritional milk alternative".[82] But this forgets one fundamental fact: before the accident, Mr Ko was not bedridden. He was "otherwise independent of ALL activities of daily

79 BOD at p 486.

80 BOD at pp 124, 138, 152, 158, 192, 203, 226, 227, 247, 252, 258, 274, 284, 286, 293, 307, 313, 314, 336, 339, 344, 360, 369, 371, 388, 396, 411, 412, 420, 451, 462, 465, 473, 492, 513, 538, 540, 551, 568, 569, 590, 603, 629, 631, 644, 645, 646, 665, 667, 671, 699, 711, 723, 725, 727, 728, 739,752, 758, 781

81 Df Subs at [41].

82 Df Subs at [31], [34] and [41].

living".[83] He needed an ambulance because he was otherwise bedridden. He needed regular medical monitoring because he was bedridden. And he had to take milk powder because he could no longer consume solid food. It just happens that he had a pre-existing condition (chronic obstructive pulmonary disease) and so his milk powder – the primary form of nutritional intake he could realistically ingest – *had* to accommodate his pre-existing condition.[84] As the Plaintiff himself testified, "there's a special formula to sustain his life. We have to take special steps because the accident put him in that state."

62 And if the suggestion was that the Plaintiff had "failed to mitigate costs by not opting for a reasonably priced and nutritionally adequate alternative, such as Ensure",[85] that argument is simply impermissible under the rule in *Don King Martin (trading as King Excursion & Transport Provider) v Lenny Arjan Singh* [2023] SGHC 334 at [58]:

> 58 …a plaintiff has a duty to take reasonable steps to mitigate the loss resulting from the defendant's tort and cannot recover damages for loss which he could reasonably have avoided: *The* "*Asia Star*" [2010] 2 SLR 1154 ("*The 'Asia Star'*") at [24]. To minimise any potential unfairness to the aggrieved plaintiff, the courts have sought to ensure that the **standard of reasonableness required of him is not too difficult to meet**. For instance, he is not required to act in a way which exposes him to financial or moral hazard. The standard of reasonableness falls short of being purely objective as it takes into account subjective circumstances of the plaintiff: *The "Asia Star"* at [31]. **Pertinently, an assertion that the plaintiff failed to mitigate his loss must be pleaded and proved by**

83 BOD at p 29.

84 See also Df Subs at [42]: "… Pulmocare Vanilla is a specialised therapeutic nutritional formula designed specifically for patients with COPD"

85 Df Subs at [42]

> **the defendant relying on it**: *Jia Min Building Construction Pte Ltd v Ann Lee Pte Ltd* [2004] 3 SLR(R) 288 at [71].
>
> (emphasis in bold mine)

63 The Defendants must *plead* the assertion that the plaintiff failed to mitigate his loss. They did not. The Defendants must, moreover, accept that the Plaintiff need only act reasonably, and that the "standard of reasonableness required of him is not too difficult to meet." And finally, the Defendants must *prove* that Plaintiff failed to mitigate his losses. There was simply no evidence tendered by the Defendants that "Ensure" milk powder was a credible alternative, medically safe, or even cheaper, for that matter.

64 The only other argument (which the Defendants flirted with at cross-examination but did not make full submissions on)[86] was that the late Mr Ko would have had to pay for food anyway, whether there had been an accident or not. The problem with this argument was that it was difficult to estimate how much the late Mr Ko would have otherwise spent on food had he not met with the accident.[87] But a conservative back-of-the-napkin estimate revealed that the late Mr Ko may well have spent anywhere between $9,558 - $23,895 on meals between the period of his accident till 31 October 2023.

(a) Assuming that he had spent <u>$2/meal</u> (with no dining out, no snacks, and no extra expenses for celebrations or occasions), he would have spent $2 x 3 meals x 1593 days = **$9,558** for the period from 21 June 2019 till 31 October 2023.

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86 NEs Day 1 at p 24B.

87 NEs Day 1 at p 24E.

(b) Assuming that he had spent $3/meal (with no dining out, no snacks, and no extra expenses for celebrations or occasions), he would have spent $3 x 3 meals x 1593 days = **$14,337** for the period from 21 June 2019 till 31 October 2023.

(c) Assuming that he had spent $5/meal (with no dining out, no snacks, and no extra expenses for celebrations or occasions), he would have spent $5 x 3 meals x 1593 days = **$23,895** for the period from 21 June 2019 till 31 October 2023.

65 The total cost of milk powder purchased from the period of 21 June 2019 to 31 October 2023 added up to $16,480.83.[88] Given the figures set out above at [64(a)] – [64(c)] above, and considering that the Defendants had no in-principle objection to paying for milk powder,[89] the fairest award would be one which applies a suitable discount to the total costs incurred for milk powder. In my view, a 60% discount would be fair since it would roughly approximate the *minimum* that the late Mr Ko may have spent on food, had he not met with the accident. This brings the figure to **$6,592.33**.

66 As for the period between 1 November 2023 and 2 October 2024, I once again adopt the same reasoning and methodology set out at [47] – [53] above:

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88 BOD at pp 124, 138, 152, 158, 192, 203, 226, 227, 247, 252, 258, 274, 284, 286, 293, 307, 313, 314, 336, 339, 344, 360, 369, 371, 388, 396, 411, 412, 420, 451, 462, 465, 473, 492, 513, 538, 540, 551, 568, 569, 590, 603, 629, 631, 644, 645, 646, 665, 667, 671, 699, 711, 723, 725, 727, 728, 739,752, 758, 781

89 NEs Day 1 at p 24C.

(a) The average monthly expenditure on milk powder in the year immediately preceding the late Mr Ko's demise (November 2022 – October 2023) was $218.18.

(b) Multiplied by 11 months (*i.e.* 1 November 2023 to 2 October 2024), that would come up to $2,340.

(c) Applying the same 60% discount discussed above, **$936** would be the award for this period of the late Mr Ko's life.

67 In total, the award would be $6,592.33 + $936 = **$7,528.33.**

Issue 4.4 – Miscellaneous expenses as of 31 October 2023

68 Besides the above, I am also allowing certain other claimed expenses as they clearly relate to reasonable care arrangements for someone bedridden as a result of the accident. These largely relate to items such as the late Mr Ko's adult diapers, which the Defendants have not taken objection to. The total sums come up to **$3,071.51**. These are tabulated at **Annex C** of the judgment.

69 Additionally, I reject some of the other expenses sought by the Plaintiff. The total sums come up to **$5,049.45**. These, together with some brief reasons for my rejecting these claims are set out at **Annex D** of this judgment.

Issue 4.5 – Miscellaneous expenses from November 2023 to 2 October 2024

70 As for the period between 1 November 2023 and 2 October 2024, I once again adopt the same reasoning and methodology set out at [47] – [53] above:

(a) The average monthly expenditure on milk powder in the year immediately preceding the late Mr Ko's demise (November 2022 – October 2023) was $218.18.

(b) Multiplied by 11 months (*i.e.* 1 November 2023 to 2 October 2024), that would come up to **$249.10**.

Conclusion

71 The usual interest rates apply, namely:

(a) 5.33% p.a. will apply for the general damages, from the date of filing of the writ till the date of judgment.

(b) 2.67% p.a. will apply for the special damages from the date of the accident (21 June 2019) till the date of judgment.

(c) Post-judgment interest of 5.33% p.a. will apply on the judgment sum. Since the sum is fairly large, I am granting the Defendants some leeway to gather the necessary sums. The post-judgment interest will therefore run from 16 September 2025 onwards.

72 I should make clear, as a concluding note, that I do not begrudge the Defendants' lawyers at all for conveying their client's instructions. If anything, their advocacy was candid, well-organised, and fully in line with their duties to the Court. Their submissions greatly assisted me in clarifying my thoughts, and I would commend them for the yeoman's labour that went into scrutinising every aspect of the Plaintiff's case, down to the last cent. In that same vein, I am appreciative of the Plaintiff tediously organising the voluminous documents produced, all of which were ably presented by his counsel. The Court is duty-

bound to be impartial. But that does not preclude it from extending its sympathies to the family for this doubtlessly excruciating ordeal.

73 I will hear parties on costs at a hearing on a date to be conveyed to parties by Registrar's Notice. If parties wish, they may tender written submissions not exceeding 3 pages (excluding cover pages and annexes) by 12 August 2025. I should make clear that while NTUC Income eventually agreed to pay (a) medical expenses paid using MediShield Life and (b) ambulance fees, it came too late. By the time these concessions came in, a full assessment had been conducted, two rounds of written submissions had been tendered, and an oral hearing had been convened as well. The value of a reasonable concession primarily lies in its ability to avert a costly legal proceeding. That cost had already been incurred in money and more.

Kim Bum Soo
Deputy Registrar

Tan Jee Ming and Derek Tan (Quahe Woo & Palmer LLC) for the plaintiff;
Richard Tan, Calvin Tan and Annabelle Au Jia En (Tan Chin Hoe & Co) for the first and second defendants.

ANNEX A – OTHER MEDICAL EXPENSES (GRANTED)

S/N	Date	Description	Amount ($)	Reference (BOD)
1	23 July 2019	Home Nursing Visit	125	85
2	8 September 2019	KTPH invoice for white drawsheets	72.85	92
3	15 September 2019	NTFGH invoices (medication)	195.45	97
4	15 September 2019	KTPH invoices (medication and peripherals)	288.70	99
5	15 September 2019	KTPH invoices (further homecare peripherals)	66.20	100
6	16 September 2019	NTFGH Hospital Treatment	49781.39	102
7	17 September 2019	NTFGH invoices (CT scan, drugs and consultation)	358.15	115
8	17 September 2019	KTPH invoices (catheter and accessories)	114.50	119
9	17 September 2019	KTPH invoices (Oral mouthwash)	15.40	120
10	22 September 2019	KTPH invoices (medication and tracheostomy accessories)	105.40	122
11	23 September 2019	Home Nursing Foundation Visit	100	123
12	28 September 2019	NTFGH Hospital Visit	3,052.22	125
13	8 October 2019	Cotton filter for Oxygen Concentrator Generator	12	137
14	10 October 2019	Home Nursing Foundation Visit	100	139
15	12 October 2019	Pharmex receipt (various accessories for tracheostomy, home care)	72.90	140
16	5 October 2019	My Pharmacy Receipt (urine bags, syringes, pain killers, tweezers, saline solution etc.)	RM 556 = roughly	140

			$167.31 SGD	
17	12 October 2019	KTPH invoices (feeding tube, syringe, dressing etc.)	120.20	142
18	14 October 2019	NUH Invoices (silesse barrier spray)	20.05	148
19	3 November 2019	NUH Hospital Treatment	4310.35	144
20	6 November 2019	KTPH invoices (feeding tube, syringe, dressing etc.)	128.90	151
21	11 November 2019	Pulse Oximeter and monitor (first purchase)	112.54	153
22	12 November 2019	Tong Hai Department Store (assorted gloves, catheter swabs etc.)	307	154
23	18 November 2019	KTPH invoices (feeding tube)	53.15	156
24	21 November 2019	KTPH invoices (tracheostomy tube holder, kidney dish, drawsheet etc.)	61.05	158
25	27 November 2019	Alexandra Hospital invoice (X-Ray etc.)	64.60	168
26	30 November 2019	KTPH invoice (hospitalisation etc.)	1804.86	170
27	2 December 2019	Home Nursing Foundation (subsequent visit)	100	178
28	3 December 2019	NTFGH invoice (universal pH indicator)	29.70	179
29	9 December 2019	Home Nursing Foundation (subsequent visit)	100	181
30	10 December 2019	NTFGH invoice (urine bag, cleansing foam, barrier cream etc.)	28.10	183
31	10 December 2019	NTFGH invoice (DNR 300R)	42	186
32	11 December 2019	NTFGH invoice (CT scan and aspirin)	358.15	188
32	14 December 2019	Tong Hai Medical Singapore (all other items save for insulin syringes and Pulmocare Vanilla)	269.2	192

33	14 December 2019	Tong Hai Department Store (urine bag, catheter etc.)	78.3	194
34	23 December 2019	KTPH invoice (feeding tube, medication, restrainer mitten etc.)	192.80	195
35	23 December 2019	KTPH invoice (convatec duoderm etc.)	192.80	197
36	23 December 2019	KTPH invoice (medication)	18.20	198
37	23 December 2019	Home Nursing Foundation (subsequent visit)	240	199
37	30 December 2019	Home Nursing Foundation (subsequent visit)	100	200
38	15 January 2020	Tong Hai Medical (sterile glove, catheter etc.)	327.10	204
39	15 January 2020	Tong Hai Medical (alcohol swabs)	6	205
40	16 January 2020	NUH Invoice (hospital visit)	48	207
41	16 January 2020	NUH invoice (insulatard)	16.80 (half of 33.60)	213
42	16 January 2020	NUH invoice (duoderm, alcohol swab, and barrier cream)	36.70	215
43	16 January 2020	NUH invoice (aspirin)	7.50	216
44	21 January 2020	Home Nursing Foundation (subsequent visit)	100	220
45	3 February 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	182.2	226
46	9 February 2020	Owell Bodycare receipt (first thermometer purchase)	114	228
47	11 February 2020	Home Nursing Foundation (subsequent and repeat visit)	365	230
48	17 February 2020	NTFGH invoice (hospital stay, paracetamol and tracheostomy)	175.6	232
49	17 February 2020	NTFGH invoice (pH indicator)	16.45	237

50	17 February 2020	Batteries for thermometer	8.25	239
51	24 February 2020	Home Nursing Foundation (subsequent visit)	100	242
52	26 February 2020	NTFGH invoice (surgery)	173.71	243
53	28 February 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	305.10	247
54	21 March 2020	Batteries for thermometer	9.75	251
53	18 March 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	68.8	252
54	5 April 2020	KTPH invoice (tracheostomy, skin barrier cream, urine bag)	41.47	256
55	18 April 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	305.8	258
56	18 April 2020	KTPH invoice (hospitalisation and treatment)	14535.65	266
57	5 May 2020	Home Nursing Foundation (subsequent visit)	100	270
58	26 May 2020	Home Nursing Foundation (subsequent visit)	240	270
59	12 May 2020	KTPH invoice (suction catheter)	35.58	272
59	20 May 2020	KTPH invoice (tracheostomy accessory)	75.52	273
60	12 May 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and insulin syringe)	410.8	274
61	6 June 2020	KTPH invoice (all items save for tetracycline, miconazole, clonazepam, Sennosides, bisoprolol, beclomethasone, domperidone, linagliptin, esomeprazole, chlorohexcide)	116.59	279
62	6 June 2020	KTPH invoice (Linagliptin)	68 (half of 136)	279

63	6 June 2020	KTPH invoice (dry wipes, tracheostomy accessories etc.)	89.10	281
64	9 June 2020	Home Nursing Foundation (subsequent visit)	100	282
65	11 June 2020	KTPH invoice (Defendant agreeable to paying)[90]	139.30	283
66	15 June 2020	KTPH invoice (all items save for Pulmocare)	424.78	284
67	15 June 2020	Home Nursing Foundation (subsequent visit)	100	285
68	15 June 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and surgical masks)	420.10	286
69	6 July 2020	KTPH invoice (nitrile gloves)	18.55	290
70	6 July 2020	KTPH invoice (catheter and gloves)	83.85	291
71	6 July 2020	KTPH invoice (Defendant agreeable to paying)[91]	6.60	292
72	8 July 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	326.50	293
73	9 July 2020	Home Nursing Foundation (subsequent visit)	125	294
74	15 July 2020	Home Nursing Foundation (subsequent visit)	100	294
75	16 July 2020	Alexandra Hospital invoice (consultation)	48	295
76	4 August 2020	Medical L&C Services Invoice	53.50	305
78	4 August 2020	Home Nursing Foundation (subsequent visit)	240	306
79	18 August 2020	Home Nursing Foundation (subsequent visit)	100	306

[90] Df Subs at [48], see line item for BOD 283

[91] Df Subs at [48], see line item for BOD 292

80	12 August 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	419	307
81	28 August 2020	Home Nursing Foundation (subsequent visit)	150	308
82	4 September 2020	NUH invoice (Gauze swabs)	13.42	312
83	9 September 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	369.3	313
84	14 September 2020	Home Nursing Foundation (subsequent visit)	90	315
85	29 September 2020	Home Nursing Foundation (subsequent visit)	79	315
86	2 October 2020	KTPH invoice (Tracheostomy)	50.35	318
87	2 October 2020	KTPH invoice (Duoderm)	18.30	319
88	2 October 2020	KTPH invoice (Duoderm and tracheostomy peripherals)	182.65	320
89	7 October 2020	Home Nursing Foundation (subsequent visit)	79	321
90	8 October 2020	Home Nursing Foundation (subsequent visit)	129[92]	321
91	9 October 2020	Home Nursing Foundation (subsequent visit)	79	322
92	15 October 2020	Home Nursing Foundation (subsequent visit)	190	322
93	15 October 2020	KTPH invoice (all items save for salbutamol, tetracycline, esomeprazole, hyoscine hydrobromide, linagliptin, and insulatard)	150.23	323
94	15 October 2020	KTPH invoice (linagliptin and insulatard)	70.80 (half of 141.60)	323

[92] While the receipt at BOD 321 shows a $5,000 collection, the Plaintiff appears to only be seeking $129 (see AEIC at p 68).

95	15 October 2020	KTPH invoice (duoderm etc.)	73.40	326
96	15 October 2020	KTPH invoice (Pushchair)	315	327
97	22 October 2020	Home Nursing Foundation (subsequent visit)	79	328
98	26 October 2020	Jaga-Me Bill (NGT Insertion)	98.44	329
99	5 November 2020	KTPH invoice (Stethoscope)	16.20	333
100	5 November 2020	KTPH invoice (caregiver book)	6.15	334
101	5 November 2020	KTPH invoice (all items save for pulmocare liquid)	41.15	336
102	6 November 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	302.1	339
103	6 November 2020	NTFGH Invoice (pH indicator, urine bag etc.)	78.85	340
104	13 November 2020	KTPH invoice	4658.60	349
105	17 November 2020	Home Nursing Foundation (subsequent visit)	190	351
106	Unknown	Pink Pharm bill (sterile water for irrigation)	20.74	353
107	3 December 2020	Home Nursing Foundation (subsequent visit)	79	354
108	7 December 2020	KTPH invoice (Tracheostomy)	180.90	356
109	9 December 2020	Jaga-Me Bill (NGT Insertion)	235.40	357
110	10 December 2020	Home Nursing Foundation (subsequent visit)	190	358
111	15 December 2020	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	401.8	360
112	18 December 2020	Mustafa Receipt (sodium chloride irrigation solution)	57.60	361
113	30 December 2020	KTPH invoice (duoderm etc.)	50.56	362

114	30 December 2020	KTPH invoice (medication for hospitalisation)	31.66	363
115	11 January 2021	NTFGH Invoice	51	366
116	12 January 2021	Home Nursing Foundation (subsequent visit)	190	368
117	16 January 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	284.9	369
118	16 January 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla, hand-mitten and hand sanitiser)	230.75	371
119	20 January 2021	Home Nursing Foundation (subsequent visit)	79	372
120	21 January 2021	Alexandra Hospital invoice (virtual consultation)	48	379
121	26 January 2021	Home Nursing Foundation (subsequent visit)	79	375
122	30 January 2021	Alexandra Hospital invoice (prednisolone only)	4.30	377
123	4 February 2021	NTFGH invoice (pH Indicator etc.)	60.05	383
124	10 February 2021	Tong Hai Department Store (water for irrigation and suction tube)	29.80	384
125	10 February 2021	KTPH invoice (guaiphenesin, baclofen and levofloxacin)	33.18	386
126	10 February 2021	KTPH invoice (catheter accessories etc.)	79.80	387
127	10 February 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	520.5	388
128	11 February 2021	Home Nursing Foundation (subsequent visit)	190	389
129	13 February 2021	Home Nursing Foundation (repeat visit)	79	391
130	12 March 2021	Home Nursing Foundation (subsequent visit)	10	393

131	12 March 2021	Home Nursing Foundation (subsequent visit)	79	394
132	19 March 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	407.30	396
133	21 March 2021	KTPH invoice (catheter accessories)	161.70	397
134	24 March 2021	KTPH invoice (all items save for beclomethasone, esomeprazole, linagliptin, hyoscine hydrobromide)	122.49	399
135	24 March 2021	KTPH invoice (linagliptin)	61.20 (half of 122.40)	399
136	24 March 2021	KTPH invoice (consultation)	300.50	401
137	7 April 2021	Home Nursing Foundation (subsequent visit)	190	404
138	7 April 2021	KTPH invoice (medicine)	136	405
139	16 April 2021	NTUC receipt (forceps)	1.30	407
140	21 April 2021	Home Nursing Foundation (subsequent visit)	79	410
141	23 April 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	411.30	411
142	7 May 2021	Home Nursing Foundation (subsequent visit)	190	414
142	11 May 2021	KTPH invoice (all items save for Domperidone)	104.40	416
143	16 May 2021	Phlegm Suction device	199	417
144	21 May 2021	Home Nursing Foundation (subsequent visit)	79	418
145	1 June 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	324.50	420
146	21 June 2021	Home Nursing Foundation (subsequent visit)	79	425

147	24 June 2021	KTPH invoice (suction pump etc.)	80.50	426
148	24 June 2021	Guaiphenesin	14	427
149	1 July 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla, mouthwash, and antiseptic gargle)	312	429
150	7 July 2021	Home Nursing Foundation (subsequent visit)	190	432
160	9 July 2021	Oxygen Concentrator Machine	795	433
161	13 July 2021	Tracheostomy Tubes	99.44	434
162	19 July 2021	Home Nursing Foundation (subsequent visit)	79	435
163	22 July 2021	Alexandra Hospital (Virtual Consultation)	51	436
164	30 July 2021	KTPH invoice (aspirin)	5.40	439
165	30 July 2021	KTPH invoice (linagliptin)	61.20 (half of 122.40)	439
166	30 July 2021	KTPH invoice (tracheostomy)	189.30	440
167	7 July 2021	Home Nursing Foundation (subsequent visit)	190	441
168	19 July 2021	Home Nursing Foundation (subsequent visit)	79	443
169	31 July 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and insulin syringes)	435.30	451
170	14 August 2021	KTPH invoice (duoderm etc.)	72.30	457
171	14 August 2021	KTPH invoice (duoderm etc.)	151.46	458
172	18 August 2021	Home Nursing Foundation (subsequent visit)	190	459
173	18 August 2021	KTPH invoice (duoderm etc.)	76.95	460

174	18 August 2021	KTPH invoice (all items save for miconazole, salbutamol, tetracycline, clobetasol, domperidone, esomeprazole)	29.70	461
175	19 August 2021	Home Nursing Foundation (subsequent visit)	79	463
176	1 September 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	346.90	465
177	17 September 2021	Home Nursing Foundation (subsequent visit)	190	466
178	17 September 2021	Home Nursing Foundation (subsequent visit)	79	467
179	23 September 2021	KTPH invoice (duoderm and tracheostomy etc.)	159.05	468
180	23 September 2021	KTPH invoice (all items save for salbutamol, beclomethasone, hyoscine hydrobromide, linagliptin, tetracycline)	96.10	469
181	23 September 2021	KTPH invoice (linagliptin)	61.20(ha lf of 122.40)	469
182	26 September 2021	DD Pte Ltd (GP Power Plus Battery)	5	471
183	14 October 2021	Home Nursing Foundation (subsequent visit)	79	475
184	15 October 2021	Home Nursing Foundation (subsequent visit)	79	475
185	22 October 2021	Northpoint City receipt ("Duoderm")	38.40	478
186	23 October 2021	KTPH invoice (duoderm etc.)	291.95	480
187	28 October 2021	Paracetamol	8	481
188	28 October 2021	KTPH invoice (duoderm etc.)	220.61	482
190	2 November 2021	KTPH invoice	265.25	487

191	5 November 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	478.80	492
192	11 November 2021	KTPH invoice (all items save for chlorhexidine)	277.55	498
193	11 November 2021	Tracheostomy tube	100.50	499
194	12 November 2021	Tracheostomy	RM 259 = roughly $78.45 SGD	501
195	12 November 2021	KTPH invoice (all items save for insulatard, clobetasol, lacetol)	76.28	502
196	12 November 2021	KTPH invoice (insulatard)	2.10 (half of 4.20)	502
197	12 November 2021	KTPH invoice (all items save for chlorhexidine)	150.53	505
198	12 November 2021	Home Nursing Foundation (subsequent visit)	190	506
199	13 November 2021	KTPH invoice (prednisolone)	7	507
200	16 November 2021	Home Nursing Foundation (subsequent visit)	79	508
201	22 November 2021	Tracheostomy tube	93.75	509
202	24 November 2021	KTPH invoice (alcohol swab and mepilex)	127.75	510
203	7 December 2021	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	566.5	513
204	9 December 2021	KTPH invoice (mepilex)[93]	81.10	515
205	9 December 2021	Home Nursing Foundation (subsequent visit)	190	516
206	11 December 2021	KTPH invoice (all items save for salbutamol and esomeprazole)	10.50	517

93 Defendant was willing to pay for mepilex: see BOD 502.

207	14 December 2021	Home Nursing Foundation (subsequent visit)	79	518
208	11 December 2021	KTPH invoice (all items save for domperidone and esomeprazole)	104.40	517
209	30 December 2021	KTPH invoice (duoderm etc.)	280.44	521
210	7 January 2022	KTPH invoice (duoderm etc.)	102.50	524
211	7 January 2022	KTPH invoice (only acetylcysteine)	72	525
212	13 January 2022	Home Nursing Foundation (subsequent visit)	79	528
213	13 January 2022	Alexandra Hospital invoice (consultation)	51	529
214	17 January 2022	Alexandra Hospital invoice (all items save for salbutamol, beclomethasone, promethazine, and "Non-stock drug")	31.10	530
215	20 January 2022	Home Nursing Foundation (subsequent visit)	79	534
216	24 January 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and hand sanitiser)	575.10	538
217	24 January 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	80.91	538
218	Unknown	Phlegm Suction unit	160	547
219	13 March 2022	KTPH Invoice (sterile gauze etc.)	356.60	554
220	22 March 2022	Home Nursing Foundation (subsequent visit)	79	555
221	22 March 2022	Home Nursing Foundation (subsequent visit)	190	556
222	24 March 2022	KTPH invoice (levofloxacin)	6.02	557
223	24 March 2022	KTPH invoice (sterile cotton balls etc.)	127.80	558

224	7 April 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla, mouthwash and hand sanitiser)	420	560
225	20 April 2022	Tong Hai Medical Singapore (all items save for insulin syringe)	122.98	562
226	20 April 2022	Home Nursing Foundation (subsequent visit)	79	563
227	6 May 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and hand sanitiser)	182.30	569
228	6 May 2022	KTPH invoice (no objections from the Defendants)	18.65	570
229	9 May 2022	Tong Hai Medical Singapore (convatec)	370	571
230	13 May 2022	Home Nursing Foundation (subsequent visit)	79	573
231	24 May 2022	KTPH invoice (all items save for clobetasol prop, cikecalciferol, soft paraffin, esomeprazole, octenisan wash lotion)	101.09	575
232	27 May 2022	Home Nursing Foundation (subsequent visit)	190	577
233	31 May 2022	Guardian receipt (sterile swabs)	18.10	579
234	2 June 2022	KTPH invoice (all items save for metformin, entecavir, lacteol forte, vitamin B1)	8.50	581
235	2 June 2022	KTPH invoice (metformin)	8.10 (half of 16.20)	581
236	2 June 2022	KTPH invoice (tracheostomy)	177.15	583
237	15 June 2022	Tracheostomy tubes	111.90	586
238	16 June 2022	DD Pte Ltd (GP Power plus batteries)	5.25	587

239	21 June 2022	Home Nursing Foundation (subsequent visit)	79	589
240	22 June 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and mouthwash)	570.60	590
241	13 June 2022	Home Nursing Foundation (subsequent visit)	79	595
242	21 June 2022	Home Nursing Foundation (subsequent visit)	130	596
243	9 July 2022	KTPH invoice (tracheostomy etc.)	214.85	600
244	9 July 2022	KTPH invoice (all items save for niacinamide, octenisan wash lotion, white soft paraffin)	42.10	601
245	12 July 2022	Home Nursing Foundation (subsequent visit)	79	602
246	20 July 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	357.40	603
247	4 August 2022	Home Nursing Foundation (subsequent visit)	190	610
248	5 August 2022	Home Nursing Foundation (subsequent visit)	79	611
249	20 August 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and mouthwash)	467.40	617
250	29 August 2022	KTPH invoice (all items save for paraffin, clonazepam, octenisan wash lotion)	93	619
251	29 August 2022	KTPH invoice (tracheostomy etc.)	51.06	621
252	29 August 2022	KTPH invoice (all items save for colecalciferol, paraffin, esomeprazole)	82.16	622
253	1 September 2022	Home Nursing Foundation (subsequent visit)	190	625

254	12 September 2022	Home Nursing Foundation (subsequent visit)	79	627
255	21 September 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla and mouthwash)	386.40	629
256	7 October 2022	KTPH invoice (tracheostomy etc.)	64	636
257	7 October 2022	KTPH invoice (all items save for metformin and Vitamin B1)	35.40	637
258	7 October 2022	KTPH invoice (metformin)	9.10 (half of 18.20)	637
259	10 October 2022	Home Nursing Foundation (subsequent visit)	190	640
260	12 October 2022	Home Nursing Foundation (subsequent visit)	79	641
261	25 October 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	523.90	646
262	26 October 2022	KTPH invoice (tracheostomy)	14.25	649
263	26 October 2022	KTPH invoice (all items save for levofloxacin)	3.01	650
264	7 November 2022	Home Nursing Foundation (subsequent visit)	79	656
265	8 November 2022	Home Nursing Foundation (subsequent visit)	190	657
266	12 November 2022	KTPH receipt (leftose)	18.71	658
267	12 November 2022	KTPH receipt (all items save for insulatard, bisoprolol, lacteal, niacinamide, fexofenadine, and vitamin D3)	90	659
268	12 November 2022	KTPH receipt (insulatard)	2.80 (half of 5.60)	659
269	1 December 2022	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla, mouthwash, and insulin syringes)	702.10	671

270	1 December 2022	Home Nursing Foundation (subsequent visit)	190	673
271	5 December 2022	Home Nursing Foundation (subsequent visit)	79	675
272	13 December 2022	Taste & Taste (Kodak AAA and AA batteries)	5	676
273	16 December 2022	KTPH invoice (all items save for vitamin D3, white soft paraffin, tetracycline, entacavir, bisoprolol fumarate, clobetasol, vitamin B1, metformin)	62.95	677
274	16 December 2022	KTPH invoice (metformin)	1.40 (half of 2.80)	677
275	22 December 2022	Watsons receipt (gauze)	29.85	682
276	21 December 2022	Guardian receipt (Duoderm etc.)	144.10	683
277	28 December 2022	KTPH invoice (medication and accessories)	47.65	686
288	28 December 2022	KTPH invoice (assorted care accessories)	144.40	687
289	10 January 2023	KTPH invoice (assorted care accessories)	132.05	693
290	10 January 2023	KTPH invoice (metformin)	9.10 (half of 18.20)	694
291	10 January 2023	KTPH invoice (all items save for vitamin B1, fexofenadine, clonazepam, miconazole, tetracycline, vitamin d3, paraffin, bisoprolol, clobetasol, entecavir, gabapentin)	37.70	697
292	10 January 2023	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	610.77	699
293	3 January 2023	Home Nursing Foundation (subsequent visit)	79	700

294	3 January 2023	Home Nursing Foundation	190	701
295	1 February 2023	Home Nursing Foundation (subsequent visit)	79	706
296	16 February 2023	KTPH invoice (all items save for metformin, vitamin B3, bisoprolol fumarate, entecavir, lacteol, vitamin B1, niacinamide)	454.93	708
297	16 February 2023	KTPH invoice (metformin)	9.10 (half of 18.20)	708
298	16 February 2023	Home Nursing Foundation (subsequent visit)	190	710
299	20 February 2023	Tong Hai Medical Singapore (all items save for Pulmocare Vanilla)	657.93	711
300	2 March 2023	Home Nursing Foundation (subsequent visit)	79	716
301	2 March 2023	Home Nursing Foundation (subsequent visit)	190	717
302	4 April 2023	Home Nursing Foundation (subsequent visit)	190	731
303	4 April 2023	KTPH invoice (all items save for salbutamol, beclomethasone, metronidazole, vitamin D3, insulatard, bisoprolol, entevacir, vivomixx, loperamide, vitamin B1, esomeprazole)	6.30	732
304	4 April 2023	KTPH invoice (insulatard)	2.80 (half of 5.60)	732
305	4 April 2023	KTPH invoice (brava powder)	156.90	735
306	5 April 2023	Home Nursing Foundation (subsequent visit)	79	736
307	2 May 2023	Home Nursing Foundation (subsequent visit)	190	744
308	3 May 2023	Tong Hai Medical Singapore (all items save for mouthwash)	648.95	746

309	3 May 2023	NTFGH invoice (neurosurgery CT scan)	577.04	748
310	3 May 2023	NTFGH invoice (universal pH indicator)	19	750
311	6 May 2023	KTPH invoice (all items save for vitamin B1, loperamide)	112.78	751
312	5 June 2023	Home Nursing Foundation (subsequent visit)	79	756
313	6 June 2023	Home Nursing Foundation (subsequent visit)	190	757
314	23 June 2023	KTPH invoice (all items save for metformin, bisoprolol fumarate, esomeprazole, vitamin B1, loperamide, octenisan)	41.18	760
315	23 June 2023	KTPH invoice (metformin)	9.10 (half of 18.20)	760
316	4 July 2023	Home Nursing Foundation (subsequent visit)	190	765
317	7 July 2023	Home Nursing Foundation (subsequent visit)	79	767
318	1 August 2023	Home Nursing Foundation (subsequent visit)	190	769
319	7 August 2023	Home Nursing Foundation (subsequent visit)	79	770
320	11 August 2023	KTPH invoice (all items save for vitamin B3, entecavir, bisoprolol fumarate, loperamide, esomeprazole, domperidone, vitamin B1)	32.20	772
321	13 August 2023	Unity receipt (pH Universal indicators)	67.53	774
322	4 September 2023	Home Nursing Foundation (subsequent visit)	79	778
323	5 September 2023	Home Nursing Foundation (subsequent visit)	190	779
324	17 September 2023	Valumarts Bendemeer (batteries)	5.80	783

325	22 September 2023	Tong Hai Medical Singapore (all items save for insulin syringe)	245.75	784
326	22 September 2023	Tong Hai Medical Singapore (feeding tube)	45	785
327	3 October 2023	Home Nursing Foundation (subsequent visit)	196	791
328	11 October 2023	Home Nursing Foundation (subsequent visit)	79	792
329	10 October 2023	Tong Hai Medical Singapore (all items save for mouthwash)	676.47	793
330	31 October 2023	KTPH invoice (all items save for tetracycline, bisoprolol, entecavir, salbutamol, beclomethasone)	86.20	797
		Total:	**$122,889.52**	-

ANNEX B – OTHER MEDICAL EXPENSES (REJECTED)

S/N	Date	Description	Amount ($)	Reference (BOD)
It is unclear what the claimed expenses pertain to – receipts are too faded				
1	Unknown	Unknown	Unknown	155
2	Unknown	Unknown	11.40	167
3	Unknown	Unknown	Unknown	218
4	Unknown	Unknown	Unknown	250
5	Unknown	Unknown	Unknown	250
6	Unknown	Unknown	15.25	251
7	Unknown	Unknown	130.85	535
8	20 October 2022	Unknown Guardian receipt	19	643
Unclear whether the claimed expenses arose from the accident – confirmed by Dr Lai to be unrelated to the accident, or not obvious from the face of the document				
9	12 October 2019	Rasa Care Receipt	330	141
10	19 November 2019	KTPH invoices (oral moisturising toothpaste)	14.25	157
11	27 November 2019	Alexandra Hospital invoice (beclomethasone)	22.45	161
12	14 December 2019	Tong Hai Medical Singapore (insulin syringes – related to pre-existing diabetes)	43	192
13	16 January 2020	NUH invoice (diabetes monitoring, diabetes drugs and consultation)	150.04	213
14	17 January 2020	NUH invoice (bisoprolol fumarate, frusemide, esomeprazole)	50.80	216

15	20 January 2020	NUH invoice (delivery service)	8.56	219
16	2 February 2020	KTPH invoice (chlorhex and chlorhexidine)	11.55	224
17	11 May 2020	Guardian receipt ("Freestyle Optium")	51.40	271
18	12 May 2020	Tong Hai Medical Singapore (insulin syringes)	43	274
19	6 June 2020	KTPH invoice (tetracycline, miconazole, clonazepam, Sennosides, bisoprolol, beclomethasone, domperidone, esomeprazole, chlorohexcide)	150.36	279
20	15 June 2020	Tong Hai Medical Singapore (surgical masks)	30	286
21	6 July 2020	KTPH invoice (Hydrobromide)	199.92	289
22	21 July 2020	Alexandra Hospital invoice (beclometasone and "Non-Stock Drug")	214.30	299
23	3 September 2020	Causeway Point Receipt	7.30	311
24	9 September 2020	Watsons Receipt (Freestyle Glucose)	48.72	311
25	8 October 2020	Guardian receipt (fruit blender, "thermoscan filter", "Braun IRT 6520")	195.20	328
26	15 October 2020	KTPH invoice (salbutamol, tetracycline, esomeprazole, hyoscine hydrobromide)	372.42	323
27	11 November 2020	Pulse Oximeter (second purchase)	88.58	345
28	15 December 2020	Guardian receipt ("thermoscan filter" and "F/S OP T/P")	80.90	359
29	10 January 2021	Guardian receipt ("Unisex cotton mask" and "G Cool")	17.80	365

30	16 January 2021	Tong Hai Medical Singapore (hand-mitten and hand sanitiser)	56.50	371
31	30 January 2021	Alexandra Hospital invoice (Salbutamol, beclomethasone, promethazine, “Non stock Drug”)	217.45	377
32	4 February 2021	NTFGH receipt (unclear what was purchased)	60.05	380
33	19 February 2021	NTFGH notice (unclear what this pertains to)	51	382
34	24 March 2021	KTPH invoice (beclomethasone, esomeprazole, hyoscine hydrobromide)	326.26	399
35	21 April 2021	Raffles Medical Receipt (COVID-19 PCR Test)	71.95	409
36	11 May 2021	KTPH invoice (Domperidone)	32.40	416
37	16 June 2021	Guardian Receipt (F/S OP T/P and Covid Tests)	72.80	423
38	30 July 2021	KTPH invoice (bisoprolol and esomeprazole)	64.80	439
39	31 July 2021	Tong Hai Medical Singapore (insulin syringes)	36	451
40	18 August 2021	KTPH invoice (miconazole, salbutamol, tetracycline, clobetasol, domperidone, esomeprazole)	40.70	461
41	23 September 2021	KTPH invoice (salbutamol, beclomethasone, hyoscine hydrobromide, tetracycline)	303.40	469
42	20 October 2021	Abbott Freestyle glucose	37.02	477
43	22 October 2021	NTUC Fairprice receipt (“DD EX THIN”)	20.35	479
44	31 October 2021	Watsons receipt (“Braun thermoscan” and “Soragel”)	78.10	484

45	5 November 2021	Guardian receipt (“Argasol silver gel” + “Unisept”	46	490
46	5 November 2021	Watsons receipt (“Calamine lotion” + “Telfast”)	36.96	489
47	6 November 2021	Watsons receipt (“Providone iodine”)	7.40	493
48	Unknown	Guardian receipt (“OPSITE SPRAY” + “Unisept” etc.)	129.40	494
49	6 November 2021	KTPH invoice (chlorhexidine)	18	495
50	6 November 2021	KTPH invoice (Inadine)	71.95	496
51	11 November 2021	KTPH invoice (chlorhexidine)	9	498
52	11 November 2021	Tubifast rolls	42.34	500
53	12 November 2021	KTPH invoice (insulatard, clobetasol, lacetol)	76.28	502
54	12 November 2021	KTPH invoice (chlorhexidine)	18.63	505
55	11 December 2021	KTPH invoice (salbutamol and esomeprazole)	38.50	517
56	11 December 2021	KTPH invoice (domperidone and esomeprazole)	104.40	517
57	7 January 2022	KTPH invoice (all items except acetylcysteine)	298.20	525
58	17 January 2022	Alexandra Hospital invoice (salbutamol, beclomethasone, promethazine, and “Non-stock drug”)	139.24	530
59	7 February 2022	Pulse oximeter (third purchase)	21.99	546
60	24 March 2022	KTPH invoice (vivomixx and clindamycin)	154.13	557
61	7 April 2022	Tong Hai Medical Singapore (mouthwash and hand sanitiser)	30	560

62	20 April 2022	Tong Hai Medical Singapore (insulin syringe)	38.52	562
63	25 April 2022	Debit card transaction screenshot (unspecified NTFGH expense)	31.90	564
64	25 April 2022	Debit card transaction screenshot (unspecified NTFGH expense)	63.85	565
65	6 May 2022	Tong Hai Medical Singapore (hand sanitiser)	8.50	569
66	24 May 2022	KTPH invoice (clobetasol prop, cikecalciferol, soft paraffin, esomeprazole, octenisan wash lotion)	220.56	575
67	31 May 2022	Guardian receipt (lacteal forte)	54.76	579
68	2 June 2022	KTPH invoice (metformin, entecavir, lacteol forte, vitamin B1)	452.70	581
69	16 June 2022	Guardian receipt (“COVID Test kits”	72.80	588
70	22 June 2022	Tong Hai Medical Singapore (mouthwash)	24	590
71	9 July 2022	KTPH invoice (niacinamide, octenisan wash lotion, white soft paraffin)	150.34	601
72	11 August 2022	Guardian receipt (Koolfever)	12.50	614
73	11 August 2022	NTUC Fairprice receipt (Koolfever)	8.10	615
74	19 August 2022	Watsons receipt (Koolfever)	14.84	616
75	20 August 2022	Tong Hai Medical Singapore (mouthwash)	13	617
76	29 August 2022	KTPH invoice (paraffin, clonazepam, octenisan wash lotion)	129.18	619
77	29 August 2022	KTPH invoice (all items save for colecalciferol, paraffin, esomeprazole)	98.68	622

78	21 September 2022	Tong Hai Medical Singapore (mouthwash)	13	629
79	23 September 2022	Unity receipt ("Daneuron tabs" etc.)	32.95	632
80	29 September 2022	COSMO hand sanitiser	19.03	633
81	7 October 2022	KTPH invoice (Vitamin B1)	27	637
82	26 October 2022	KTPH invoice (all items save for levofloxacin)	120.89	650
83	26 October 2022	Hospital invoice (paraffin and octenisan wash lotion)	44.18	651
84	29 October 2022	NTUC Fairprice receipt ("C – E GO Porg." + "Kellogs Cornflakes" etc.)	50.55	652
85	5 November 2022	Guardian receipt (lacteol)	32.85	655
86	12 November 2022	KTPH receipt (bisoprolol, lacteal, niacinamide, fexofenadine, and vitamin D3)	434.85	659
87	28 November 2022	Guardian receipt (lacteal, "KF for Body", "G Providone")	22.20	669
88	1 December 2022	Tong Hai Medical Singapore (mouthwash, and insulin syringes)	98.50	671
89	16 December 2022	KTPH invoice (vitamin D3, white soft paraffin, tetracycline, entacavir, bisoprolol fumarate, clobetasol, vitamin B1)	79.35	677
90	20 December 2022	Active Global Services invoice (unclear what this is for)	1296	680
91	22 December 2022	Guardian receipt ("MEPILEX" and "URGO")	75.40	681
92	10 January 2023	KTPH invoice (esomeprazole)	72.80	694
93	10 January 2023	KTPH invoice (vitamin B1, fexofenadine, clonazepam, miconazole, tetracycline, vitamin	195.25	697

		d3, paraffin, bisoprolol, clobetasol, entecavir, gabapentin)		
94	10 January 2023	KTPH bill (tetracycline)	4.20	698
95	16 February 2023	KTPH invoice (vitamin B3, bisoprolol fumarate, entecavir, lacteol, vitamin B1, niacinamide)	253.28	708
96	4 March 2023	KTPH invoice (salbutamol, beclomethasone, metronidazole, vitamin D3, bisoprolol, entevacir, vivomixx, loperamide, vitamin B1, esomeprazole)	372.47	732
97	18 April 2023	NTFGH receipt (unclear what was purchased)	151.40	741
98	3 May 2023	Tong Hai Medical Singapore (all items save for mouthwash)	16.34	746
99	6 May 2023	KTPH invoice (vitamin B1, loperamide)	67.50	751
100	23 June 2023	Guardian receipt ("Danzen tab", etc.)	229.30	759
101	23 June 2023	KTPH invoice (bisoprolol fumarate, esomeprazole, vitamin B1, loperamide, octenisan)	258.82	760
102	7 August 2023	NTUC Fairprice receipt ("H Post Acne Gel")	50.80	771
103	11 August 2023	KTPH invoice (vitamin B3, entecavir, bisoprolol fumarate, loperamide, esomeprazole, domperidone, vitamin B1)	315.65	772
104	14 September 2023	Unity receipt ("F 600MG")	54.55	782
105	22 September 2023	Tong Hai Medical Singapore (insulin syringe)	36.34	784
106	2 October 2023	Watsons receipt ("betadine throat spray")	19.35	789

107	2 October 2023	NTUC Fairprice receipt ("Durex KY Jelly")	45.20	790
108	10 October 2023	Tong Hai Medical Singapore (mouthwash)	32.68	793
109	31 October 2023	KTPH invoice (tetracycline, bisoprolol, entecavir, salbutamol, beclomethasone)	94.30	797
Duplicative claims (and accompanying receipts) which ought not to be granted				
110	15 September 2019	KTPH Medication and peripherals (duplicate receipts at BOD 99)	288.70	101
111	16 September 2019	NTFGH Hospital Treatment (duplicate receipts at BOD 102)	49,781.39	108
112	22 December 2019	Alexandra Hospital invoice (duplicate receipts at BOD 167)	64.60	161
113	23 December 2019	KTPH invoice (duplicate receipt at BOD 195)	192.80	196
114	16 January 2020	NUH invoice (duplicate receipt at BOD 213)	113.25	210
115	17 February 2020	Owell Bodycare (thermometer already purchased earlier on 9 February 2020)	20	240
116	18 April 2020	Tong Hai Medical Singapore (duplicate receipt at BOD 258)	305.8	263
117	18 April 2020	KTPH invoice (overlaps with invoice at BOD 266)	97	264
118	5 November 2020	KTPH invoice (pillow and "Tena Institution Pack") (duplicate receipt at BOD 335)	126.80	335
119	7 July 2021	Oxygen Concentrator Machine (duplicate of receipt at BOD 433)	790	442
120	22 July 2021	Alexandra Hospital (Virtual Consultation) (duplicate receipts at BOD 436)	51	444
121	30 July 2021	KTPH invoice (aspirin) (duplicate receipt at BOD 439)	5.40	447

122	30 July 2021	KTPH invoice (linagliptin) (duplicate receipt at BOD 439)	61.20 (half of 122.40)	447
123	30 July 2021	KTPH invoice (tracheostomy) (duplicate receipt at BOD 440)	189.30	448
124	13 July 2021	Tracheostomy Tubes (duplicate receipt at BOD 434)	99.44	450
125	12 January 2022	Alexandra hospital invoice (duplicate receipt at BOD 529)	51	532
126	17 January 2022	Alexandra Hospital invoice (duplicate receipt at BOD 530)	139.24	536
127	24 June 2021	KTPH invoice (duplicate receipt at BOD 426)	80.50	591
128	24 June 2021	KTPH invoice (duplicate receipt at BOD 427)	14	592
129	22 June 2022	Tong Hai Medical Singapore (duplicate receipt at BOD 590)	990.60	597
130	3 May 2023	Tong Hai Medical Singapore (duplicate receipt at 746)	665.29	747
Insufficient proof of claimed expenses – handwritten notes				
131	8 September 2019	Wet wipes and “ASE to NTFGH”	208.80	92
132	15 September 2019	Memory foam pillow; Daiso boxes	36.90	100
133	Unknown	“Trachy 53.50”	53.50	626
134	Unknown	“+53.50”	53.50	674
135	Unknown	“Trachy”	54	718
136	Unknown	“Trachy”	54	780
Provenance of purchase unclear				
137	5 November 2021	Unknown invoice for medical items	325.10	491
		Total:	**$65,942.57**	-

ANNEX C – MISCELLANEOUS NON-MEDICAL EXPENSES (GRANTED)

S/N	Date	Description	Amount ($)	Reference (BOD)
1	12 July 2019	52 inch ceiling fan[94]	191	84
2	1 August 2019	Hospital Bed and mattress for home[95]	1400	88
3	7 September 2019	"Pesource Benefpro" and "JML V/Socks"[96]	173.35	91
4	9 September 2019	TENA Value Adult Diapers x2	107.60	93
5	21 September 2019	TENA Value Adult Diaper x3	RM53.97 = roughly $16.25 SGD	121
6	5 October 2019	TENA Value Adult Diaper x2	RM 35.98 = roughly $10.83 SGD	136
7	18 April 2020	TENA Value Adult Diaper x2	15	257
8	Unknown	TENA Value Adult Diapers	49	346
9	6 December 2020	Giant Receipt (Energiser batteries)	12.60	355
10	12 January 2021	Mr DIY receipt (batteries)	6	367

94 See Plaintiff's explanations at NEs Day 1, p 13D – 13E, and Dr Lai's explanations at Nes Day 2 at p 10C.

95 See Plaintiff's explanations at NEs Day 1 at p 13E – 14A, and Dr Lai's explanations at Nes Day 2 at p 10C.

96 See Defendant's concession that they were agreeable to paying for these expenses at NEs Day 1 at p 14B ("Right most from Guardian we don't have issues").

11	11 May 2021	TENA Value Adult Diapers	61.80	415
12	16 June 2021	GP Bower batteries	5.25	424
13	31 July 2021	TENA Value Adult Diapers 8 packs	56.90	453
14	3 November 2021	TENA Value Adult Diapers	57.80	488
15	28 April 2022	TENA Value Adult Diapers	53.60	566
16	9 May 2022	Pressure Relief Mattress[97]	427.50	572
17	8 August 2022	TENA Value Adult Diapers	50.90	612
18	9 September 2022	Abbott's Nutrition Adult	104.38	634
19	20 November 2022	TENA Value Adult Diapers	54.90	664
20	25 December 2022	TENA Value Adult Diapers	52.15	684
21	2 February 2023	TENA Value Adult Diapers	54.90	707
22	22 March 2023	TENA Value Adult Diapers	54.90	722
23	1 July 2023	TENA Value Adult Diapers	54.90	764
		Total:	**$3,071.51**	-

97 See Plaintiff's explanations at NEs Day 1 at p 13E – 14A, and Dr Lai's explanations at Nes Day 2 at p 10C.

ANNEX D – MISCELLANEOUS NON-MEDICAL EXPENSES (REJECTED)

S/N	Date	Description	Amount ($)	Reference (BOD)
It is unclear what the claimed expenses pertain to – receipts are too faded				
1	6 September 2019	Mustafa Centre receipt	28.60	91
2	15 September 2019	Mustafa Centre receipt	173.35	91
3	Unknown	Unknown	RM 83 = roughly $25.33 SGD	136
4	Unknown	Unknown[98]	Unknown	136
5	Unknown	Watsons Receipt	$12.20	255
6	Unknown	Guardian Receipt	$23.60	314
It is unclear whether the claimed expenses arose from the accident, or whether they were expenses reasonably incurred – not obvious from the face of the document				
7	31 July 2019	Leg Massager, socks and scratch resistant gloves	223.35	83
8	9 September 2019	Beneprotein Powder	17.55	93
9	21 September 2019	Other items purchased from Giant, besides the adult diapers	RM 97.63 = roughly $29.37 SGD	121
10	5 October 2019	Other items purchased from Giant, besides the adult diapers	RM 111.79 = roughly	136

98 See NEs Day 1 at p 14E

			$33.64 SGD	
11	17 January 2020	Ikea Alexandra receipt	10.80	218
12	31 January 2020	Young Living Essential Oils	358.20	221
13	2 February 2020	NTUC Fairprice consumables ("F. Sty, C Dis. Wipe." etc.)	52.85	225
14	5 April 2020	Don Don Donki consumables (strawberries, prawn crackers etc.)	41.10	255
15	Unknown	Green Party receipt (travel log bag, square towel, kids' towel etc.)	45.40	257
16	Unknown	Watsons receipt	69.27	277
17	6 June 2020	Don Don Donki receipt (Deodrant beads)	3.80	278
18	17 September 2020	Don Don Donki receipt (Deodrant beads and "KOOLF")	9.90	314
19	5 November 2020	Courts receipt (5 way extension socket)	17	337
20	6 November 2020	Courts receipt (air circulator)	55.90	338
21	12 January 2021	Mr DIY receipt (batteries)	1.40	367
22	21 January 2021	DD Pte Ltd receipt (Shaving foam and Kodak "Super Heavy Duty")	6.95	373
23	10 February 2021	Watsons receipt	11.85	385
24	14 February 2021	Daiso receipt (air freshener beads, printed towels, etc.)	14	390
25	18 March 2021	NTUC Receipt ("G Grey 100S", "TENA Wet wipes" etc.)	61.45	395
26	4 April 2021	NTUC Receipt ("M PF NSA KALE" and "LACTEOL")	15.85	403
27	11 April 2021	NTUC Receipt ("C 35L STK S/B")	24.05	406
28	8 June 2021	Coconut Oil	8.33	421

29	10 June 2021	NTUC Receipt ("B LF 40 Filter Len" + "G Grey 100S"	35.50	422
30	4 July 2021	ISE International Pte Ltd receipt ("MILTON Disinfecting Air and Surface")	121.50	430
31	24 July 2021	myCK receipt (Dynamo Laundry Liquid and Soap bars)	24.50	437
32	30 July 2021	NTUC receipt ("G Grey 100S + G")	20.70	438
33	5 August 2021	Kiddy Palace receipt ("Soothing Cleansing Water")	22.80	455
34	14 August 2021	NTUC Fairprice receipt ("DD Ex Thin")	41.43	456
33	26 September 2021	DD Pte Ltd ("KODAK Super Heavy Duty")	2	471
34	13 October 2021	Gilette Shaving Refills	28.99	474
35	30 October 2021	NTUC Fairprice receipt (unclear)	37.30	483
36	9 November 2021	Dog Pee Pad	18.90	497
37	24 November 2021	NTUC Fairprice receipt ("G Grey 100S + G")	67.90	511
38	5 January 2022	Japan Home receipt (soap)	7.40	523
39	8 January 2022	Don Don Donki receipt	16.25	526
40	26 January 2022	NTUC Fairprice receipt ("G Grey 100S")	22.31	541
41	29 January 2022	Guardian receipt ("F/S OP T/P + 25 TS")	102.80	542
42	30 January 2022	Fairprice receipt ("C 35L STK S/B" + "BAUNE CFC" + KOOL FV" etc.)	106	543
43	31 January 2022	NTUC Fairprice receipt ("Lacteol")	21.90	544
44	23 February 2022	Japan Home receipt (soap)	3	548

45	3 March 2022	"Towel 100%C"	16	550
46	31 May 2022	NTUC Fairprice receipt ("S&N ST SW"	23	578
47	2 June 2022	NTUC Fairprice receipt ("Cow UHT Milk", "Mango" etc.)	33.85	584
48	8 June 2022	Gilette Shaving Refills	11.13	585
49	28 June 2022	NTUC Fairprice receipt ("G Grey 100S + G")	23	593
50	30 June 2022	NTUC Fairprice receipt ("F. STY OP")	94.20	594
51	20 July 2022	NTUC Fairprice receipt ("FP S. PK F/T" etc.)	16.05	604
52	22 July 2022	Chocz Pte Lte ("Morning Spring Blue")	1.50	605
53	23 July 2022	NTUC Fairprice receipt ("Beta TH SPY" etc.)	60.85	606
54	24 July 2022	NTUC Fairprice receipt ("Mucolix Elixer 90ml")	7.60	607
55	28 July 2022	NTUC Fairprice receipt ("F. STY OP" etc.)	83.75	608
56	11 August 2022	NTUC Fairprice receipt ("G S Lancet")	23	613
57	20 September 2022	NTUC Fairprice receipt ("F. STY OP" etc.)	112.80	628
58	9 October 2022	DD Pte Ltd receipt ("Non woven wipe")	3	639
59	20 October 2022	Chocz Pte Ltd receipt (Kodak "Super Heavy Duty")	8.40	642
60	25 October 2022	Gilette Shaving Refills	15.90	648
61	18 November 2022	OG receipt ("Milton Home Towel" etc.)	12.80	661
62	18 November 2022	OG receipt ("Pillow (Large)" etc.)	15.04	662

63	20 November 2022	IKEA receipt (blanket and water scoop)	15.80	663
64	25 November 2022	BIC Absorbent Pet Training Pads	32.30	666
65	27 November 2022	Metro Woodlands receipt (bamboo shear)	23.92	668
66	28 December 2022	Kiddy Palace receipt (pillows etc.)	20.20	685
67	30 December 2022	NTUC receipt ("G Grey 100S + G")	23	688
68	1 January 2023	Kiddy Palace receipt (pillows and mosquito repellent)	12	690
69	8 January 2023	NTUC Fairprice receipt ("BTD PWD", "TENA Wet Wipes")	51.46	691
70	10 January 2023	Covidien Private Limited receipt ("Trach Cann")	324	692
71	11 January 2023	Kiddy palance receipt ("Liquid cleanser")	25.80	702
72	13 January 2023	Eurotex receipt ("cushion insert")	21	703
73	26 January 2023	Unity receipt ("F. STY OP" etc.)	134.70	704
74	12 February 2023	Unity receipt ("G Grey 100S + G" etc.)	92.17	713
75	22 February 2023	SKP Pte Ltd receipt ("SB-BR-S")	7.50	714
76	17 March 2023	NTUC Fairprice Pte Ltd ("F SA.FZ CHKN BL Leg" etc.)	15.10	719
77	18 March 2023	Unity receipt ("G Grey 100S + G" etc.)	46.44	720
78	18 March 2023	Guardian receipt ("F/S OP T/P")	155.70	721
79	4 April 2023	Shaver	12.96	726
80	4 April 2023	Oatmilk	44.31	729
81	4 April 2023	Kiddy Palace Pte Ltd ("P Hegen PCTO")	29	730

82	8 April 2023	Guardian receipt (Kinohimitsu)	60.75	737
83	10 April 2023	Kiddy Palace Pte Ltd (“P Hegen PCTO”)	29	738
84	29 April 2023	NTUC Fairprice receipt (“G Grey 100S + G”)	23.22	742
85	22 May 2023	Absorbent pee pad	23.45	753
86	2 June 2023	NTUC Fairprice receipt (“G Grey 100S + G”)	26.60	755
87	30 May 2023	Absorbent pee pad	29.90	762
88	24 August 2023	SKP Pte Ltd (“SB-BR-S”)	10.40	775
89	24 August 2023	Unity Fairprice receipt (“G S Lancet”)	46.44	776
90	24 September 2023	NTUC Fairprice receipt (“G S Salt Gel”)	23.03	786
91	1 October 2023	Covidien Private Limited receipt (“Trach Cann”)	324	788
92	31 October 2023	NTUC Fairprice receipt (“G S Lancet”)	45.51	795
Duplicative claims (and accompanying receipts) which ought not to be granted				
14	6 September 2019	Mustafa Centre receipt (duplicate of receipts at BOD 91)	28.60	96
15	15 September 2019	Mustafa Centre receipt (duplicate of receipts at BOD 91)	173.35	96
16	27 September 2019	Pulmocare Vanilla milk (duplicate of receipt at BOD 124)	234	133
Insufficient proof of claimed expenses – handwritten notes				
20	8 September 2019	Wet wipes and “ASE to NTFGH”	208.80	92
21	15 September 2019	Memory foam pillow; Daiso boxes	36.90	100
		Total:	**$5,049.45**	-