

Vic (LKKAUTO)

From: Zayyer (LKKAUTO)
Sent: Monday, 3 October, 2016 3:18 PM
To: claims
Cc: hengkum@ava-ins.com; foonghon@ava-ins.com; ireneng@ava-ins.com; CS A Team; icewong@ava-ins.com; Admin A
Subject: ACCIDENT INVOLVING SHD 9114E & SJR 6933E AT/ALONG PIE (CHANIG) NEAR 10 KM ON 16/9/2016



Auto
Consultants
Pte Ltd

51 UBI AVE 1, #01-25 PAYA UBI INDUSTRIAL PARK, SINGAPORE 408933 TEL : (065) 62563561 FAX : (065) 62564315

3 October 2016

Dear Sir/Mdm,

YOUR REF : SHD 9114E
OUR REF : CC4/AXA16017626/Aza3

ACCIDENT INVOLVING SHD 9114E & SJR 6933E AT/ALONG PIE (CHANIG) NEAR 10 KM ON 16/9/2016

We refer to the above subject matter. We write to inform you that we are the loss adjuster appointed by your motor insurer, AXA Insurance Singapore Pte Ltd to deal with the third party claim against your policy.

We have received a claim from M/s **TWINCAR AUTOMOTIVE PTE LTD** acting on behalf of the owner of **SJR 6933E** against your motor insurance policy.

Basing on the circumstances of the accident reported by both parties, we are of the opinion that we cannot be absolved from liability.

Please be informed that your No Claim Discount (NCD) may be affected as a result of the claim against your policy.

We also wish to advise that there is an excess of **S\$5000.00** attached with Third Party Claims. Please be informed that you shall be liable for the excess following any settlement of the third party claim. The applicability of the excess is as follows:

- (1) Any settlement equal to or above the excess, you shall be liable to make the payment of **S\$5000.00**; or
- (2) Any settlement below the excess, you shall be liable for the amount settled.

AXA shall keep you informed of the third party claim settlement and thereafter kindly let AXA have the excess payment in your cheque payable to "AXA Insurance Singapore Pte Ltd". Please indicate your vehicle registration number and the date of accident on the back of the cheque.

Notwithstanding the excess being applied and/or received by AXA for the above subject matter, AXA expressly reserves all their rights under the policy to refund the excess payment in the event that there arises any known policy breach and or exclusion material to coverage.

We shall proceed to deal with the claim(s) subject to the merits of the case and according to the rights afforded under the policy. Should you not be seeking the protection of your policy and seek to take conduct of third party claim(s) arising from this incident, at your own cost and defence, please reply to us within 10 days from the date of this letter. Your intent must be formally expressed to us and acknowledged by us.

Your full co-operation in the handling of the claim is required and kindly submit the following to zayyer@lkkauto.com within 10 days from the date of this letter **if not provided at our reporting centre**. The list below is not all inclusive and further document may be required:

- Police report, Police Investigation result, appeal against the Traffic Police offence and status (if any)
- Driver's driving license or foreign driving license (if any)
- Coloured photographs of accident scene (if any)
- Coloured photographs of damage to all vehicles involved (If any)
- Video footage of accident (if any)
- Statement and/or police report from independent witness(es) (if any)
- If you or your passenger(s) are filing a claim against any of the involved Third Party(s), you are to keep us informed of your legal representative(s) and the status of the claim.

To protect your interest(s) in the handling of this claim, please do not discuss liability with any of the Third Party(s) and/or their legal representatives, or make any compromise or settlement without AXA's prior knowledge and consent. If you receive any correspondence or legal document such as a Writ of Summons in connection with this accident, please forward it to AXA immediately. You may email it to cst@axa.com.sg or deliver it by hand to AXA's Customer Care Centre.

This letter should **not** be regarded as a waiver by AXA of their rights to repudiate any claim because of any breach of policy terms and conditions you and/or your authorised driver may have committed.

In the event of receiving and handling of any third party injury claim(s), AXA shall keep you informed of the final indemnity upon conclusion of the matter(s).

If you need any clarification, please do not hesitate to contact us at **6841 2409** or email us at zayyer@lkkauto.com Please quote our claim reference when you contact us that we can assist you more effectively.

Yours sincerely,

Zayyer
LKK auto Consultants Pte Ltd

Cc Motor Claims Department
AXA Insurance Singapore Pte Ltd

AUTHORISATION TO ACT

I, KE HUAMING (the third party claimant) of BLK 710 YISHUN
AVE 5 #08-118 (S) 760710 (address), owner of SJR 6933 E (vehicle no.)
hereby authorize TWINCAR AUTOMOTIVE PTE LTD ("the workshop") to act for me
with respect to my claim for repair costs and/or rental and/or ~~loss of use~~ ("claim") for my vehicle
no. SJR 6933 E that was damaged pursuant to the accident which occurred on 16/09/2016
(date) along PTE TWDS CHANGI BEFORE EUNOS FLYOVER (location) involving vehicle no/s
SHD 9114 E ("the accident").

I further authorize the workshop to settle my above mentioned claim in a manner that they deem fit
and the workshop is further authorized to receive payment further to settlement of my claim with
payment cheque/s being made in favour of the workshop.

I further acknowledge that any settlement the workshop may reach on my behalf is on a without
prejudice and without admission of liability basis insofar as the driver/owner/insurers of the other
vehicle/s is concerned.

Dated this 20 (day) of SEPTEMBER (month) 2016 (year)

J. J

Signed by "the third party claimant"
(with chop if applicable)



Signed by "the workshop"
(with chop)



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SHD9114E (Insd veh)	Model: CHEVROLET CAPTIVA 2.4L AT
	SJR6933E (TP veh)	
Date of Accident/ Time:	16/09/2016 @ 2145HRS	

Repair Estimate	: \$	76,765.95	
Final Repair Cost	: \$		
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$		26 days at \$150 per day
LTA / GIA Search Fee	: \$		
Others:	: \$		
Final Settlement Sum (Global Sum)	: \$	27,980.00	
Payee Name : TWINCAR AUTOMOTIVE PTE LTD			
Is Third Party Workshop GIA Registered? [] YES [X] NO (Kindly indicate below)			
A)	For Non GIA Registered Workshop:	Agreed Liability 100 (%)	
B)	For GIA Registered Workshop:	BOLA Applicable: Yes/ No BOLA Scenario No: _____	
	BOLA Liability: _____ (%)	Assessed Liability (*): 100 (%)	
* Assessed Liability to be filled only for chain collisions and for cases where BOLA does not apply.			
Remarks:			

NOTE:

- PLEASE EXPRESSLY RESERVE YOUR CLIENT'S RIGHTS IF SO REQUIRED IN THIS SETTLEMENT DOCUMENT.
- THIS SETTLEMENT IS ON A WITHOUT PREJUDICE BASIS AND SHOULD NOT CONSTRUED AS AN ADMISSION OF LIABILITY ON AXA AND THEIR CLIENT/TORTFEASOR IN ANY MANNER WHATSOEVER.
- AXA RESERVES THEIR RIGHTS UNDER THE POLICY TERMS & CONDITIONS AS WELL AS THEIR RIGHTS IN LAW.

Only applicable to rental claim - All document are to be submitted with this settlement confirmation. In the event, rental agreement / invoices are **not received within 7 days** of this signed confirmation, we will automatically revert to loss of use claim per the NIMA rates.

We/I confirmed that this is a **full and final settlement** that we and or our client have/had/has against you (AXA and their policyholder/authorised driver/tortfeasor) for any and all losses (past/present/future) arising from this accident.

We confirmed that we have the authority of our client to act for and on their behalf in this accident.

Signature of workshop representative / Workshop stamp

Name of Representative:

Date: 16/11/2020



LWP

Signature of AXA's surveyor/representative:

Name of AXA's surveyor /Representative:

Date:

16/01/2020

Signature of Witness / Workshop stamp (if applicable)

Name of Witness:

Date:

16/01/2020

Provide always that this discharge of my claim for damages relating to the damage to my vehicle will not preclude or affect or prejudice my claim for personal injuries sustained in the same accident.



福泉興汽車出租及貿易私人有限公司

HOCK CHUAN HENG CAR RENTAL & TRADING PTE LTD.

No. 4 Petain Road, Petain Court Singapore 208086 Tel: 6298 1936, 6294 0246, 6294 9170 Fax: 6298 3864

HIRER'S PARTICULARS
If Different From
Section ①I/We KE HUA MING
of BLK 710 YISHUN AVE 5
#08-118 S 760710 Tel: 91856164 / 67585851

hereinafter called "the Hirer" hereby confirm having agreed to hire this day from HOCK CHUAN HENG CAR RENTAL & TRADING PTE LTD hereinafter called "the Owner" the undermentioned Vehicle at the rental fees as shown below and I further agree that I shall be held responsible for:-

a) THIRD PARTY ONLY MOTOR VEHICLE COVERAGE

the Excess which is the maximum amount of \$1500 to cover for any third party damage or injury claims and also bear the full cost of any damage caused to the hired Vehicle resulting from any single accident including loss from inability to let the same Vehicle out on hire or loss resulting from theft and destruction of the Vehicle.

b) COMPREHENSIVE MOTOR VEHICLE COVERAGE

the Excess which is the maximum amount of \$2000 for any damage caused to the hired Vehicle from any single accident or any loss resulting from third party damage claim, injury claim, theft or destruction of the Vehicle.

c) Only persons above 24 years of age with more than 2 years driving experience, authorised licensed and signing this agreement may drive the vehicle.

whether or not such damage or loss is by person/persons known or unknown to me or by negligence or any breach by me of the Terms and Conditions of Hire, hereinafter mentioned and printed at the back hereof:

Vehicle Regn No. 車輛註冊號碼 <u>SFY 734M</u>		Rental Agreement 合同號碼 No. H <u>14230</u>	
Section ① Hirer's And/Or Driver's Particulars 租車者/駕駛員個人記錄		租出日期及時間 Date & Time OUT <u>16/9/16 @ 2245hrs</u>	
姓名 <u>AS ABOVE</u>		交車日期及時間 Date & Time IN <u>21/9/16 @ 1030hrs</u>	
地址 Address: <u>AS ABOVE</u>		Chargeable	Rates Amount
S		<u>5</u>	天 Days (at \$ <u>1800/-</u>)
居民證/護照號碼 I/C No./Passport No: <u>S8271856G</u>		星期 Weeks (at \$)	
居民證/護照種類 Type of I/C./Passport:		月 Months (at \$)	
出生日期 Date of Birth: <u>30/12/1982</u>		發出地 Place of Issue:	
三號保險底金 \$1500/- a) Third Party Only Policy Excess \$1500/-		一號保險底金 \$2000/- b) Comprehensive Policy Excess \$2000/-	
車輛必須歸還車主於 Vehicle Must Be Returned To Owner's Office By:		保險 Insurance	
備註與付款記錄 Remarks & Payment Records		總計 Total Charge	
按金 Security Deposit			
總金額 Total Payable		<u>\$1800/-</u>	
來銀 Amount Paid			
送車/費 Delivery Fees			
收車費用 Collection Fees/Misc.			
超過/小時 Extra Hours (at \$)			
出車油箱 Fuel Tank OUT <u>E 1/4 1/2 3/4 F</u>		出車油箱 Fuel Tank IN <u>E 1/4 1/2 3/4 F</u>	
車牌號碼 Vehicle No: <u>1)</u>		起 From:	
車牌號碼 Vehicle No: <u>2)</u>		起 From:	
工具 Tools		裝飾品 Accessories	
車輛發出人 Vehicle Issued By:		車輛接收人 Vehicle Collected By:	
NOTE: 註 租車者或司機必須付所有停車、違反交通及噴過量黑煙法例負起一切的責任。 HIRER AND/OR DRIVER IS LIABLE FOR ALL PARKING, TRAFFIC AND SMOKY EXHAUST VIOLATION.		加額費用 Total Additional Charges	
租車者不准載沙或石灰 HIRER MUST NOT CARRY SAND AND CEMENT ON THE VEHICLE PLS CHECK ENGINE OIL AND RADIATOR WATER EVERY MORNING		總計 Grand Total	

我/我們同意以上及後頁租車公司所列的條款與條件。

I/We have read and hereby agree to the terms and conditions on both sides of this rental agreement

日期
Date: 16/09/16租車者簽名
Signature of Hirer: LJ

Tel: 68420051 Fax : 67410510 email: sales@n51.com.sg

KE HUA MING
S 8271856 G
BLK 710 YISHUN AVE 5
#08-118 S (760710)

Date 11/10/2016

TWINCAR-RENTAL



Authorised Signature



TWINCAR RENTAL
Kaki Bukit Autohub @ 2 Kaki Bukit Ave. 2 #01-18
Singapore 417921 Tel: 6744 0510 / 6842 0051

13-1428 (H-51) (TC)

VHA No: 71095 (A)

STR 69332

ROC NO: 53092815M

VEHICLE RENTAL AGREEMENT

HIRER'S PARTICULAR Name: (as in I/C) <u>KE HUA MING</u> NRIC/PASSPORT No: <u>S8271856G</u> Address (Res): <u>BLK 110 YISHUN AVE 5</u> <u>#08-118 2 (Hoot10)</u> Name & Address of Employer: _____ Occupation: _____ Driving Exp: _____ Driving Licence No: <u>S8271856G</u> D/L Type: Local / International Issue Date: <u>30/11/2009</u> Date of Birth: <u>30/12/1982</u> Tel: (O) _____ (R) <u>6758 5851</u> HP/PG <u>91856164</u>		Vehicle No: <u>STV 6301H</u> Replace Veh No: <u>SPY 734M</u> Mileage Out: _____ Mileage In: _____ Make & Model: <u>TOYOTA WISH</u> Auto/Manual Group: _____ OUT: Date <u>21/9/16</u> Time: <u>1045 HRS</u> HIRE/PERIOD EXPIRY _____ NON-WAIVER EXCESS: \$ <u>4000</u> =																																																		
ADDITIONAL DRIVER'S PARTICULARS Name: (as in I/C) _____ NRIC/PASSPORT No: _____ Address (Res): _____ Driving Licence No: _____ D/L Type: Local / International Issue Date: _____ Date of Birth: _____ Occupation: _____ Driving Exp: _____		<table border="1"> <thead> <tr> <th colspan="4">CHARGES</th> </tr> </thead> <tbody> <tr> <td>Daily</td> <td>@ \$ <u>200</u></td> <td>per day</td> <td><u>21</u></td> </tr> <tr> <td>Weekly</td> <td>@ \$</td> <td>per week</td> <td></td> </tr> <tr> <td>Monthly</td> <td>@ \$</td> <td>per month</td> <td></td> </tr> <tr> <td>Hours</td> <td>@ \$</td> <td>per hour</td> <td></td> </tr> <tr> <td>Others</td> <td>@ \$</td> <td></td> <td></td> </tr> <tr> <td>CDW</td> <td>@ \$</td> <td>per day/month</td> <td></td> </tr> <tr> <td>PAI</td> <td>@ \$</td> <td>per day/month</td> <td></td> </tr> <tr> <td colspan="4">Delivery Service</td> </tr> <tr> <td colspan="4" style="text-align: right;">SUB-TOTAL \$</td> </tr> </tbody> </table>		CHARGES				Daily	@ \$ <u>200</u>	per day	<u>21</u>	Weekly	@ \$	per week		Monthly	@ \$	per month		Hours	@ \$	per hour		Others	@ \$			CDW	@ \$	per day/month		PAI	@ \$	per day/month		Delivery Service				SUB-TOTAL \$												
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I have read and agree to the terms & condition on both sides of this agreement. If I have presented a charge/credit card for payment, I agree that all amounts payable under this agreement and for parking and traffic infringements may be billed to that account and my signature above will be considered to have been made on the charge/credit card voucher. All information I have given TWINCARD RENTAL in connection with this Agreement is true.

* IMPORTANT

- ONLY PERSONS ABOVE 23 YEARS OF AGE WITH MORE THAN 2 YEARS DRIVING EXPERIENCE, AUTHORISED, LICENSED AND SIGNING THIS AGREEMENT MAY DRIVE THE VEHICLE.
- ALL PARKING AND TRAFFIC VIOLATIONS ARE THE RESPONSIBILITY OF THE HIRER. AN ADMINISTRATIVE CHARGE WILL BE LEVIED ON ANY TRAFFIC VIOLATIONS REDIRECTED.
- THE HIRER SHALL BE LIABLE FOR EXCESS CHARGES FOR ANY LATE RETURN, AT THE RATE SHOWN PER HOUR OR PER DAY, INCLUSIVE OF CDW AND/OR PAI WHERE APPLICABLE.
- IN CASE OF ACCIDENT, THE HIRER SHALL REPORT TO RENTAL OFFICE IMMEDIATELY. IF THERE IS BODILY INJURIES, A POLICE REPORT MUST BE MADE WITHIN 24 HOURS.
- VEHICLE IS STRICTLY FOR SINGAPORE USE ONLY AND MAY NOT BE DRIVEN OUT OF SINGAPORE WITHOUT PRIOR CONSENT OF THE COMPANY TWINCAR RENTAL.

RETURN OF VEHICLE - THE HIRER / DRIVER IS REQUIRED TO SIGN IN THE COLUMN "SIGNATURE OF HIRER / DRIVER" FAILING WHICH THE DAY AND TIME INSERTED BELOW SHALL BE DEEMED TO BE THE DAY AND TIME THE VEHICLE IS RETURNED TO TWINCAR RENTAL AND THE SAME SHALL BE ACCEPTED AS CONCLUSIVE EVIDENCE OF THE SAME AND SHALL NOT BE CHALLENGED OR QUESTIONED ON ANY ACCOUNT WHATSOEVER.

DATE IN	TIME IN	MILEAGE	CHECKED BY	REMARKS	SIGNATURE OF HIRER/DRIVER
<u>11/10/2016</u>	<u>15:45 HRS</u>				

Enquire Vehicle & Owner Information (Vehicle No. SHD9114E As At 16 Sep 2016 / 21:45:00)

Law Firm Search Details

Search Reason: Insurance claim in relation to traffic accident

Law Firm Case No.: T140-MISC-16

Current Owner Details

Owner ID Type: Company

Owner ID: 200303878K

Owner Name: TRANS-CAB SERVICES PTE LTD

Registered Address Type: Private Residential (Condo Apt or House) / Shopping / Office Complexes

Registered Block/House No.: 2

Registered Street Name: ANG MO KIO STREET 63

Registered Unit No.: -

Registered Building Name: -

Registered Postal Code: 569111

Current Vehicle Details

Vehicle No.: SHD9114E

Make Description/Model: TOYOTA / WISH 2.0 BI-FUEL AUTO

Insurance Company Name: -

Land Transport Authority

Please read through the Privacy Statement, Terms of Use and Disclaimer.
Please do not use the Back or Forward buttons on your browser as this may alter the results of the transactions.
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