



Auto
Consultants
Pte Ltd

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

04 September 2018

Ngeow Jiawen

Blk 39 Jalan Runah Tinggi

#21-262

Singapore 151039

Dear Sir/ Mdm

OUR REF : CC4/ASM1805303/Kwb3

YOUR REF : SKD 1501M

**ACCIDENT INVOLVING SKD 1501M & EA 9817L ALONG ORCHARD ROAD ON
18/08/2018**

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 Pte Ltd to deal with the third party claim against your policy.

We have received a claim from **ESTEEM PERFORMANCE PT ELTD** acting on behalf of the owner of EA 987L against your motor insurance policy.

Based on the accident report and accident scenario, liability is down against us. We will therefore proceed to negotiate for an amicable settlement with the Third Party.

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

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 7 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 Vivianlau@lkkauto.com within 7 days **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



Auto
Consultants
Pte Ltd

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

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 our prior knowledge and consent.

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 6841 8625 or email us at Vivianlau@lkkauto.com

Please quote the claim reference when you contact us that we can assist you more effectively.

Yours sincerely,

Vivian Lau
Case Handler
DID: 6841 8625
FAX: 6741 4108
EMAIL: Vivianlau@lkkauto.com

c.c. AXA Insurance Pte Ltd
(Motor Claims Dept)

LETTER OF AUTHORITY

To Whom It May Concern:

ACCIDENT INVOLVING EA 9817 L & SC0 1501 M along Orchard Rd on 18/08/18 @ 14:00.

I, SH Anto Rental And Leasing ^{Per. led.} Nric No. 201438489C
of 8 Kaki Bukit Ave 4 #02-42/41 Premier @ Kaki Bukit SC(415875)
Owner of motor vehicle no. EA 9817 L do hereby appoint M/S
ESTEEM PERFORMANCE PTE LTD as my authorized representation and
_____ as my solicitors to write, to negotiate and settle my claim against
the other party/parties involved in the above mentioned accident. M/S ESTEEM
PERFORMANCE PTE LTD shall have absolute discretion to settle the matter at the best
terms.

I also confirm and instruct that any agreed settlement sum in respect of my claim be paid to
M/S ESTEEM PERFORMANCE PTE LTD and such payment will constitute a full and final
discharge of my claims.

I further authorize M/S ESTEEM PERFORMANCE PTE LTD to execute the discharge
voucher on my behalf.

Signature of Owner





AXA THIRD PARTY DIRECT SETTLEMENT

| | | |
|-------------------------|----------------------|-------------------------------|
| Vehicle No: | SKD 1501M (Insd veh) | Model: Toyota Sienta (1496cc) |
| | EA 9817L (TP veh) | |
| Date of Accident/ Time: | 18/08/2018 | |

| | | | |
|---------------------------|------|----------|-----------------------------|
| Repair Estimate | : \$ | 9,749.87 | |
| Final Repair Cost (w/GST) | : \$ | 5,679.29 | |
| Loss of Use | : \$ | - 770.00 | 10 days at \$ 77.00 per day |
| Rental (if any) | : \$ | | days at \$ per day |
| LTA / GIA Search Fee | : \$ | 7.45 | |
| Others: | : \$ | - | |
| Final Settlement Sum | : \$ | 6,456.74 | |

Payee Name : ESTEEM PERFORMANCE PTE LTD

Is Third Party Workshop GIA Registered? ☒ YES [] NO (Kindly indicate below)

A) For Non GIA Registered Workshop: Agreed Liability _____ (%)

B) For GIA Registered Workshop: BOLA Applicable: Yes/☒ No BOLA Scenario No: 22

BOLA Liability 10 (%) Assessed Liability (+): _____ (%)

* 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: Carmen Lim
Date: 18/8/19

Signature of Witness / Workshop stamp (if applicable): 
Name of Witness: Sevinne Chu
Date: 18/8/19

Signature of AXA's surveyor/representative: 
Name of AXA's surveyor /Representative: KSC
Date:



**ESTEEM
PERFORMANCE**

ESTEEM PERFORMANCE PTE LTD

Blk 5033 Ang Mo Kio, Ind Park 2 #01-251/ 259, 569536.

Tel: +65-6484 1221 Fax: +65-6484 7829 Website: www.esteemperf.com.sg

GST Registration No: 20-0005485-N CO Registration: 200005485N

M/S : AXA INSURANCE SINGAPORE PTE LTD
8 Shenton Way
#27-01 AXA Tower
Singapore 068811

ATTN: Motor Claim Department

Your Ref No: SKD1501M
Claim Type: Third Party
Accident Date: 18/08/2018
TP Veh Reg No: SKD1501M

Claim No: CER1301261
Final No: CIV1301620
Date: 11 Jan 2019
Policy No: 5073363788-02
Veh Reg No: EA9817L
Make/Model: TOYOTA SIENTA
HYBRID 1.5X CVT
Chassis No: NHP1707121803
Engine No: 1NZ8500085
Reg. Date: 11/06/2018

Tax Invoice to Vehicle No :EA9817L

| Description | Quantity | List Price | Amount |
|----------------------|----------|------------|---------------------|
| | | <u>S\$</u> | <u>S\$</u> |
| Others | | | |
| 1 COST OF REPAIR | 1 PCS | 5,307.75 | |
| | | 5,307.75 | 5,307.75 |
| Total | | | S\$ 5,307.75 |
| Add GST @ 7% | | | 371.54 |
| Total Amount Payable | | | <u>S\$ 5,679.29</u> |

TOTAL: SINGAPORE DOLLAR FIVE THOUSAND SIX HUNDRED SEVENTY NINE AND CENTS TWENTY NINE ONLY

The above vehicle was surveyed by KENNETH on 23/08/2018

For Esteem Performance Pte Ltd



E. & O. E.

AUTHORISED SIGNATURE

> Back to OneMotoring



Land Transport Authority
 10 Sin Ming Drive
 Singapore 575701
 GST Registration No. : M4-0006529-2

Print Date/Time : 21 Aug 2018 / 18:14:20

Receipt Date/Time : 21 Aug 2018 / 18:14:20

Tax Invoice/Receipt

Receipt No. : ITNET-00000-180821-002203

Previous Receipt No. :

| S/N | Item Description/ Business Transaction Reference No. | Amount Before GST (S\$) | GST Amount (S\$) | Amount After GST (S\$) |
|--|---|---|------------------------|------------------------------|
| Result of Insurance Enquiry - SKD1501M | | | | |
| As at 18 Aug 2018/14:00:00 | | | | |
| Insurance Co: AXA INSURANCE PTE LTD | | | | |
| 1 | Insurance Enquiry - SKD1501M Enquiry Fee 20180821181321384098 | 7.00 | 0.49 | 7.49 |
| Sub-Total | | 7.00 | 0.49 | 7.49 |
| Total Before Rounding | | 7.00 | 0.49 | 7.49 |
| Rounding Difference | | | | 0.04 |
| Total Amount Payable | | | | 7.45 |
| Paid By | | | | |
| | 20180821181326893 | Direct Debit: eNETS Debit (Internet Banking) | | 7.45 |
| Total | | | | 7.45 |
| Cash Change | | | | 0.00 |
| Tendered Amount | | | | 7.45 |
| Excess Refundable Amount | | | | 0.00 |

THANK YOU AND HAVE A NICE DAY!

Please ensure that all payments to the Authority are good and promptly settled by the payment service provider / financial institution. Otherwise, the transaction and receipt is considered void and late fee may apply.

VEHICLE RENTAL CONTRACT
NO: ELPL2018/00000

CONTRACT IS MADE ON THE 13, June, 2018

Between Name: Chou Yew Cheong
(NRIC/ Registration No. S6220816D)

Having a Correspondence address at:

Blk 808 Yishun Ring Rd
#04-424 Singapore 760808

Tel: 9642 9833

Hereinafter known as the "HIRER" of one part

And **ESTEEM LEASING PTE. LTD.**
(Registration No. 201807215D)

Having an address at:
8 KAKI BUKIT AVENUE 4
#02-42
PREMIER @ KAKI BUKIT
SINGAPORE (415875)

FAIR
22/6/18
BY: Cash \$1000.00

Hereinafter known as the "OWNER" of one part

Vehicle Make & Model: Toyota Santa - Silver
Registration Number: E49817L

Hereinafter known as the "VEHICLE" of one part

Signature: 

Name: _____

NRIC: _____

Company's Stamp: _____

1. TERMS OF RENTAL

- 1.1 The OWNER will let and the HIRER will take on hire upon the terms and conditions the VEHICLE.
- 1.2 The contract is for a fixed period of 1 year commencing from this date 30/6/18
- 1.3 For extension of lease/rental term, confirmation for the extension shall be endorsed by HIRER on the annex A submitted to the OWNER's approval and asset availability.



2. PAYMENT OF RENTAL

- 2.1 The rental rate is \$ 771 per day, with interest-free security deposit of \$1,500 refundable upon completion of the contract period and return of vehicle in fit and proper condition.
- 2.2 The HIRER shall pay the OWNER the full rental rate and the interest-free security deposit upon the collection of the VEHICLE.
- 2.3 The HIRER shall pay the OWNER all charges relating to the rental of the VEHICLE, together with any additional amount that may be due at the end of the rental. Where the HIRER is a company, the HIRER shall be jointly and severally liable with the owners of the business/company.
- 2.4 First reminder will be sent on the 3rd day after due date with no penalty incurred.
OWNER will charge a late payment penalty of a daily increment of 5% interest on weekly principal amount in lapse until the full payment of all overdue amounts is collected or letter of demand will be issue
- 2.5 The HIRER will pay the OWNER on demand; expenses for collection or repossession, including court fees and reasonable attorney's fees, incurred by OWNER in pursuing claims against HIRER.

3. TERMINATION OF RENTAL

- 3.1 This Contract shall terminate if the HIRER is in breach of any of his or her obligations under this Contract.
- 3.2 This Contract shall terminate if the HIRER is facing or awaiting bankruptcy proceedings.
- 3.3 Should the HIRER terminate the Contract prematurely, the HIRER will be liable to pay the OWNER the balance of the unused period during the fixed term, including all rentals due and unpaid (including interest) at the date of termination. The interest-free security deposit will be forfeited. Section 2.5 will apply when applicable.
- 3.4 The OWNER reserves the right to terminate the Contract at any time for breach of Clause 5.4 or default under Clause 2. In which case, Clause 2.5 shall apply and the interest-free security deposit will be forfeited.
- 3.5 Upon termination of the Contract, the HIRER shall return the VEHICLE and all its accessories, tools and documents as stated in Section 4.

4. VEHICLE CONDITION AND RETURN

- 4.1 VEHICLE is delivered to the HIRER in good condition. The HIRER agrees to return the VEHICLE in the same working condition with no unauthorized repair (except ordinary wear and tear) to the OWNER and on the date specified (or sooner, if demanded by OWNER) with the fuel level as per commencement date of rental.
- 4.2 OWNER shall be responsible for reasonable maintenance and repair only, as per recommended by the manufacture or appointed workshop. OWNER shall also change worn or bald tyres when necessary. HIRER shall be responsible for punctured or cracked tyres due to negligence. HIRER shall also be responsible for suitable tyre pressure and similar, basic maintenance like radiator water/oil level. HIRER will inform OWNER immediately when vehicle due for servicing/maintenance.
- 4.3 HIRER shall not fix any accessories to or modify the VEHICLE in any way without prior written consent of the OWNER and prior to the expiry or termination hereof to remove any approved accessories and to reinstate the VEHICLE to its former conditions at all costs of the HIRER. HIRER shall not remove or deface any label marks or indicia affixed to the VEHICLE.

- 4.4 In the event of accidental damage to the VEHICLE or if the VEHICLE is returned in an unsatisfactory condition, all charges for repair, damage cost, servicing and/or restoration works to its original condition will be imposed to the HIRER.
- 4.5 If the VEHICLE is lost/theft due to negligence, accidental total loss or confiscated for illegal acts by government authority during the rental period and while in the possession of the HIRER/Driver, the HIRER shall pay OWNER the full cost of the VEHICLE or the cost of obtaining a replacement vehicle as well as compensation to OWNER for the loss of use of such vehicle for the period required to obtain the replacement vehicle.
- 4.6 The "loss of use" shall be the charges of rental rate as agreed by the HIRER in this agreement. Section 2.5 will apply when applicable.
5. **AUTHORIZED AND PROHIBITED USE**
- 5.1 The VEHICLE can only be driven by the HIRER or by the person whom have been expressly authorized. HIRER shall also inform OWNER of any changes of Driver/s and/or authorized person without delay. Failure to do so, OWNER shall not be responsible; (a) for the incorrect furnishment of particulars for traffic offences; (b) declined coverage of motor insurance.
- 5.2 The HIRER (and authorized Driver/s) will be liable for the policy excess for all damage/s and claims incurred during the rental contractual period.
- 5.3 For Passenger vehicles, HIRER (and authorized Driver/s) must be more than 22 years of age and below 69 years of age, the first S\$1,500 (Section I) & S\$1,500 (Section II) will be charged for Singapore use only. HIRER has to inform OWNER should the VEHICLE require to be used in Malaysia, an additional excess of S\$3,000 (Section I) & S\$3,000 (Section II) will be charged for Malaysia use. Towing in Malaysia shall be at the hirer's own expense. **Take Note that our policy does not cover any driver who is below 22 years old or with less than 2 years driving experience.**
- 5.4 The VEHICLE must NOT be used;
- (a) for testing or racing or for illegal purposes whether in connection with theft, drug peddling or trafficking, smuggling of goods or any other criminal activities.
 - (b) in abusive, careless reckless or negligent manner;
 - (c) by anyone under the influence of alcohol, intoxicants, medication or drugs which will affect the ability to drive or operate the VEHICLE;
 - (d) to carry chemicals and goods that are improperly packed or contain offensive smelling or contaminated or hazardous or flammable products;
 - (e) by anyone whom OWNER has been given a false name, age, address or other information.
6. **LIABILITY INSURANCE**
- 6.1 The Hirer or authorized driver(s) shall report all accidents involving the said vehicle to the Owner immediately and should there be bodily injuries also to the police not later than 24 hours after the accident and will also deliver to OWNER every summon, complaint or paper of any kind received by HIRER and authorized Driver in any way relating to any accident involving the VEHICLE while rented under this Agreement.
- 6.2 The HIRER (and authorized Driver/s) will not aid or encourage the filing of any claim by any third party claimant or admit liability as a result of any accident and will cooperate fully with OWNER and its insurer in the investigation and defense of any claim or lawsuit. All repairs must be carried out by OWNER or its insurer's authorized workshop unless with prior approval by OWNER.
- 6.3 Coverage does NOT apply to:
- (a) injury to or destruction of property owned by, rented to, in charge of or transported by the HIRER;
 - (b) any liability of any nature whatsoever of a driver who is not an Authorized Driver; an accident which occurs while Vehicle is violation of Section 5;
 - (c) any Authorized Driver who has been rejected insurance coverage by any insurance company.
 - (d) Failure to comply point 5 and 6 shall result in hirer / driver bearing full responsibility of any claims or lawsuits.
7. **CHANGE OF VEHICLE**

7.1 If for any reason, the VEHICLE or any vehicle ordered by the HIRER prior to the commencement of the period of rental is not available at the time of commencement, OWNER shall have the right to replace the vehicle with an alternative vehicle of the similar type, seating capacity and performance but not necessarily with the same make and model.

7.2 For the purposes of servicing or repair to be carried out by OWNER, OWNER will substitute the VEHICLE with another vehicle but not necessarily with one of the same make and model. This replacement is variable at OWNER'S discretion.

8. HIRER'S COVENANT

The HIRER agrees with OWNER as follows:

(a) To operate or cause the VEHICLE to be operated at all times during the terms hereof by qualified drivers having valid and current license;

(b) NOT make or permit to be made any repairs or adjustments to the VEHICLE but shall promptly notify the OWNER of all cases of breakdown or damage.

(c) To pay for all fines and penalties in respect of arising out of the use of the VEHICLE that may be imposed by any authority in relation to traffic offences.

(d) To inform OWNER when VEHICLE is due for servicing and servicing shall only be done at OWNER appointed workshop.

(e) To constantly check and maintain VEHICLE engine oil and radiator level and to inform OWNER immediately of any malfunction of VEHICLE.

(e) The Hirer shall not abandon the said vehicle without adequate provisions for safeguarding and security the same time.

(f) Failure to comply with any term(s) or condition(s) of this vehicle rental contract will render the Hirer liable for all costs, third party claims or lawsuit. The Owner shall not be liable for any cost, claims or lawsuit.

9. ACCEPTANCE OF RENTAL

IN WITNESS WHERE OF the parties hereto having set their respective hands and seals and of the day and year first above written.

10. PAYMENT

Daily Rental will direct deducted from the Hirer Grab's wallet, please arranged the deduction with Grab with the bank detail as follows:-

Company Holder : Team Performance Pte Ltd

Account Number : 531-057719-001

Bank : OCBC

Signed by the OWNER
ESTEEM LEASING PTE. LTD.
 8 KAKI BUKIT AVENUE 4
 #02-42
 PREMIER @ KAKI BUKIT
 SINGAPORE (415875)
 (Registration No. 20180721SD)



Signed by the HIRER)
Name : _____)
(NRIC/Registration No. _____)
Company's Stamp)
(if applicable)



Signature of personal guarantor)
Name of guarantor)
I/C No:)
Address)

Signature of Witness)
Name)
I/C No:)
Address)

