Hsiao Tong (LKKAuto)

From:

Hsiao Tong (LKKAuto)

Sent:

Friday, 26 July 2019 5:21 PM

To:

claims@transcab.com.sg

Cc:

Transcab AVA Claims; Admin A

Subject:

ACCIDENT INVOLVING SHC 5448Z(AXA)/ SLG 9246U/ OTHERS ALONG/AT

ALEXANDRA ROAD ON 29/11/2018

26 JULY 2019

Transcab Taxi Singapore

Dear Sir,

OUR REF

: CC4/ASM18021695/Kpa3

YOUR REF : P1680520 (SHC 5448Z)

ACCIDENT INVOLVING SHC 5448Z(AXA)/ SLG 9246U/ OTHERS ALONG/AT ALEXANDRA ROAD ON 29/11/2018

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 CDGE BRADDELL acting on behalf of the owner of SLG 9246U against your motor insurance policy.

Pursuant to the above said accident wherein you and/or your authorized driver had amongst other information given us your version of how the accident had occurred, we as the appointed agent of your insurers shall proceed to negotiate for an amicable settlement with third party claimant.

We also wish to advise that there is an excess of \$\\$5,000/- is 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 \$5000/-; or
- 2) Any settlement below the excess, you shall be liable for the amount settled.

We shall keep you informed of the third party claim settlement and thereafter kindly let us have the excess payment in your cheque payable to "AXA Insurance 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 us for the above subject matter, we expressly reserve all our 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.

As Insurers, 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. You intent must be formally expressed to AXA and acknowledged by AXA.

Your full co-operation in the handling of the claim is required and kindly submit the following 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 our 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 / chewht@lkkauto.com or deliver it by hand to our 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 6742 3197 or email us at chewht@lkkauto.com.

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

Best Regards,

Hsiao Tong, Chew | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6742-3197 | email: <u>chewht@lkkauto.com</u> | fax: 6741-4108 Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)

COMFORTDELGRO ENGINEERING PTE LTD

A member of COMFORTDELCRO

POWER OF ATTORNEY ACCIDENT INVOLVING (Owner's Vehicle No and (Third Party's Vehicle No.) Policy Nos: pto Cdo BY THIS POWER OF ATTORNEY. *I/We. *NRIC/Passport (Address) a company incorporate in Singapore and having its registered office at (Address)* owner of Vehicle Registered No. hereby irrevocably appoint ComfortDelGro Engineering Pte Ltd (CDGE), a company incorporated in Singapore and having its registered office at its agents or any person authorized by CDGE to be *my/our Attomey and in *my/our name(s) and on *my/our behalf to do all or any of the following: To submit, resolve and make any claim(s) (including the commencement of legal proceedings) which *I/we may have against the other *party/parties to the Accident and under the insurance *policy/policies taken up by such taken up by *me/us in respect *party/parties or alternatively under Insurance Policy No. of the cost of repairs, loss of use and at all other costs and expenses, etc. suffered by *me/us arising from the Accident (loss and damage). For the purpose of such claim(s) as aforesaid, to appoint solicitors on *my/our behalf as * my/our Attorney shall in his absolute discretion, deem fit. To collect payment(s) due in respect of any such claim(s) for the loss and damage, such payment to be made by way of cheque in favor of ComfortDelGro Engineering Pte Ltd , CDGE and to give a valid receipt and discharge therefor. For any of the purposes aforesaid, to execute, sign, seal and deliver all documents whatsoever in relation thereto. Generally do all such acts as it shall deem necessary for the purpose of settling such claim(s) and To agree to any settlement at the absolute discretion of CDGE. *I/We hereby declare that all acts, instruments and documents done by virtue of this Power of Attorney on *my/our behalf by the Attorney, its agents or any person authorized by CDGE in that behalf shall be as good valid and effectual to all intents and purposes whatsoever as if the same had been done or executed by *me/us in *my/our own proper person(s) and *I/We hereby ratify and confirm, all acts, instruments and documents done or executed by virtue of the authority and powers hereby conferred. *I/We hereby further declare that the powers and authority hereby conferred shall remain irrevocable. *I/We further confirm that the acceptance by CDGE of the settlement amount in respect of such constitute the full discharge of my/our claim(s) in respect of such loss and damage. *IN WITNESS WHEREOF, *I/We have hereunto to set *my/our hand and seal this day Year Two Thousand Signed, Sealed & Delivered By Reg. No.

Customers Name: NRIC No.: Co's rubber Stamp

delete as appropriate.

Insurance



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SHC 5448Z	(Insd veh)	A STREET EAST TO STREET HE
	SLG 9246U	(TP veh)	Model: HONDA SHUTTLE HYBRID 1.5A
Date of Accident/ Time:	29/11/2018		

Repair Es	timate	1 : \$	40,067.05			
Final Rep	air Cost	1.5				
Loss of U	se	\$		days at \$	per day	
Rental (if any)		\$		30 days at \$ 77	per day	
LTA / GIA	Search Fee	1 \$				
Others:		:\$				
***************************************		:\$				
Final Settlement Sum (Global Sum)		:\$	27,000.00			
Payee Na	me : COMFORTDELGRO EN	IGINEE	RING PTE LTD	- Living		
	arty Workshop GIA Registere		[X] YES [] NO (Kindly indicate below	w)		
Δ)	For Non GIA Registered Workshop:		shop: Agreed Liability	Agreed Liability(%)		
B) For GIA Registered Wo		rkshop	BOLA Applicable: Yes/ No B	OLA Scenario No: 28		
	BOLA Liability: 100	(%)	Assessed Liability (*): (50	Assessed Liability (*): (50 (%)		
	* Assessed Liability to L	e filled	only for chain collisions and for cases where BOLA	loes not apply.		

NOTE:

- 1. 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 action CLAIMS DERARTMENT CLAIMS DEPARTMENT COMFORTDELGRO ENGINEERING PTE LTD COMFORTDELGRO ENGINEERING PTE LTD 205 BRADDELL 205 BRADDELL ROAD Signature of Witness NWOP Roll of Stamp (if applicable) Signature of works grant The Ent 2019 Workshop stamp Name of Witness: Name of Representative Date: Date: 0.5 NOV 2019

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

Please forward your cheque made payable to:-COMFORTPELGRO ENGINEERING PTE LTD

"The contents of this document apply to vehicle damages only. All personal injuries and damages arising therefrom are excluded from the ambit and application of this document."





SCHEDULE 1

TEMP. REPLACEMENT / PERM EXCHANGE

Agreement Number:

13856

Date: 5-Sep-2018

-					
7	Hi		 m -		
	mı.	ror	 130	TOI	80

LIM KHENG WUI		S6832923Z	
(*Hirer's Name)		(*NRIC/Passport No.)	(Nationality)
	288C PUNGGOL	PLACE #12-833	
(Address)			
(Mailing address, if different from above)			
(Email address)	EDDY_LIMKW@Y	AHOO.COM.SG	
(7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	9815639	95	08/08/68
(Telephone No.)	(*Mobile No.)		Date of Birth dd/mm/yy)
'Driver's Licence No.)	(Expiration Date) (Class(es) of Driver's Licence		
*Please delete where applicable			
Vohiala Danning			
2. Vehicle Description			
Make & Model	Colour	Registration No.	7
SHUTTLE HYBRID	BLACK	SLG9246U	

3. Commencement Date and Minimum Rental Period

The Minimum Rental Period is for <u>26 Weeks</u> and commences on the <u>15-Dec-2017</u> (being the date of collection of the Vehicle from LCR by the Hirer).

For the avoidance of doubt, the Minimum Rental Period is exclusive of any period where the Vehicle is being repaired due to an accident and the Hirer is not offered a Replacement Vehicle by LCR during such period. For example, if a Hirer has completed 2 weeks of the Minimum Rental Period and the Vehicle is sent for repair for 2 weeks due to an accident, then only 2 weeks of the Minimum Rental Period has been fulfilled. As a result, the Hirer must still fulfill an additional 2 weeks to complete the

Hirer's Initial

LIM KHENG WUI

Lock In Period:

Gn

Date of Exchange:

5/9/18

Company's Rep

Dennis





SCHEDULE 1A

TEMP. REPLACEMENT / PERM EXCHANGE

Original Car Plate: SLP2034M

Original Car Price: \$497.00

Date: 5-Sep-2018

1. Rental Plan

Ext_26_Weeks

2. Deposit

\$200.00

3. Rental Fee & Charges

(a) The Rental Fee per week is \$\$

539

- (b) Weekly Payment Fee: All weekly rental payments are due the following Wednesday at 17:00hrs and if the Wednesday falls on a Public Holiday, then the due date will be the next working day at 17:00hrs
- (d) Late Payment Fee: All outstanding payments after the above-mentioned day will be subject to a late payment fee of \$\$60.
- (e) Cleaning Fee: 5\$300. Not limited to Cigarette odour
- (f) Vehicle Damage Fee; In cases where the Vehicle has been involved in an accident requring repairs to the Vehicle, the hirer will be responsible for the actual cost of repair to the Vehicle up to a maximum of \$2,200 per accident.

4. Insurance Excess

In the event of an accident resulting in a claim made against or reported to LCR's insurers for damage to third party property (including other vehicles), the Hirer will be liable for any insurance excess*("Insurance Excess") payable as a result.

The Insurance Excess is payable in addition to any other amounts that may be applicable under this Agreement.

* \$\$2140 or such other amount as notified to the Hirer by LCR from time to time

Hirer's Initial

LIM KHENG WUI

Email: rentals@lioncityrentals.com.sg

Contact: 3158 4769



Company's Rep

14:42:22 PM



Teo Chin Chye has successfully logged out.

Your last login date and time was 29 Nov 2018, 14:40:14.

To return to ONE.MOTORING, please click here

For security reasons, please CLEAR YOUR CACHE after each session.

Session Transaction History

			Asset Ow	ner ID	Transaction Amount(S\$)		
	o. l i: Asset Type‡	Asset ID#	e e	Transaction Type:	. 4	Log Date/Time	
1		SHC5448		18.32 Insurance Enquiry	7.49	29 Nov 2018 /	
				(GIRO Payment)		14:40:47	

Enquire Transaction History

Transaction History Details

Log Date/Time:

29 Nov 2018 / 14:40:47

Asset Type: Asset ID:

User ID:

Vehicle

Transaction Type:

SHC5448Z

18.32 Insurance Enquiry (GIRO Payment) Channel:

Business Transaction

Reference No.:

Transaction Amount:

External Agency

\$7.49

20181129144047780525

Search Date / Time:

29 Nov 2018 08:20:00

Insurance Company:

AXA INSURANCE PTE LTD Information displayed is correct as at the log date and time.

ECENTCCO-TEO CHIN CHYE

Enquire Related Logs

OK