

Vic (LKKAUTO)

From: Kazali Haji Selahudin <kazali@cdge.com.sg>
Sent: Wednesday, 24 April, 2019 11:01 AM
To: Joy Irene (LKKAUTO)
Cc: Admin A; CS A Team
Subject: Re: SHC 7042Y and SJB 8662H on 25/12/2018

Importance: High

Dear Joy,

We regret that we are **unable to agree with you to compare both cases**. It is clearly evident that your principal's insured for the cited case ([ref : SH 6354Y/ SLQ4888Y/ 09/12/2017](#)) had the intent to cause an accident (I have viewed the full footage). As per BOLA, your principal's insured is clearly liable towards our claims for this matter.

Alternatively, kindly let us have your principal insured's VF for us to review this matter. In the interim, we are still seeking 100% against your principal's insured. We had gathered from our driver that he **DID NOT lodge any police report** as no one was injured. His taxi was stalling prior to the collision thus he had no intentions to cause an accident. Please let us have your response urgently. Thank you.

Best Regards

Kazali Hj Selahudin

Claims Department / ComfortDelGro Engineering Pte Ltd

Off: 6214 8736 / Fax: 6214 1843

From: Joy Irene (LKKAUTO) <JoyIrene@lkkauto.com>

Sent: Wednesday, 24 April 2019 10:31 AM

To: Kazali Haji Selahudin

Cc: Admin A; CS A Team

Subject: SHC 7042Y and SJB 8662H on 25/12/2018

WITHOUT PREJUDICE

Dear Kazali,

We refer to the subject and to our telephone conversation earlier.

We have a similar case with your good-office M/s CDGE ([ref : SH 6354Y/ SLQ4888Y/ 09/12/2017](#)) In this particular case, our insured vehicle was in-front and our driver abruptly braked causing your taxi to hit our insured vehicle from the rear. We rejected your claim based on BOLA 27 head-to-rear and your good-office appealed citing a precedent high court case as follows:

"You may refer to a similar High Court case, ***Tong Khing Kia & Anor v Yeo Kong Boon [1991] 2 MLJ 101:*** High Court found **the front car driver 100% liable for creating a dangerous situation which was the cause of the accident**. Chao Hick Tin J (as he then was) added that "it does not follow that in the case of a front-to-rear collision, the vehicle that followed behind must necessarily be negligent to some extent".

In view of this, our principal gave due consideration and settled your claim.

Now, for the same scenario with SHC 7042Y, however, this time, your taxi was in-front which made a series of attempt to brake and made an abrupt braking causing the collision. We would like to apply the cited precedent by your good-office that **"the front car driver 100% liable for creating a dangerous situation which was the cause of the accident. It does not follow that in the case of a front-to-rear collision, the vehicle that followed behind must necessarily be negligent to some extent"**.

As spoken, we are pending instruction from our principal and pending traffic police investigation result.

Thank you.

Best Regards,

Joy Irene | Case Handler

LKK Auto Consultants Pte Ltd

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