# Vivian Lau (LKKAuto)

From: Vivian Lau (LKKAuto)

Sent: Thursday, 12 September, 2019 10:35 AM

**To:** jasonleong.tsm@gmail.com

Cc: Admin A

Subject: ACCIDENT INVOLVING GX 9555Y & SKQ 5159Z ALONG PASIR RIS DR 3 ON

20/02/2019

Dear Sir,

OUR REF : CC4/ASM19003361/Uwb3

YOUR REF : GZ 9555Y

# ACCIDENT INVOLVING GX 9555Y & SKQ 5159Z ALONG PASIR RIS DR 3 ON 20/02/2019

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 third party claim(s) from ETHOZ GROUP LTD acting on behalf of the owner of SKQ 5159Z against your motor insurance policy.

Please be informed that our principal would like to request for the below following:

 Authorization Letter for the Driver to drive the vehicle & Driver's driving license or foreign driving license

Kindly forward to us the requested document for our further action.

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

As Insurers, they 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. 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 to <u>Vivianlau@lkkauto.com</u> within 7 days from the date of this letter <u>if not provided at our reporting centre</u>. 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)
- Copy of the letter of authorization
- 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 us immediately. You may email it to <a href="mailto:cst@axa.com.sg">cst@axa.com.sg</a> or deliver it by hand to AXA 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), we 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 as at 6841 8625 or <u>Vivianlau@lkkauto.com</u>. Please quote our claim reference when you contact us that we can assist you more effectively.

Thank you
Best Regards,
Vivian Lau | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6841-8625 | email: <u>Vivianlau@lkkauto.com</u> fax: 6741-4108 Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)

Date 21/02/2019 ETHOZ PROTECT PTE LTD 30, Bukit Batok Crescent, Singapore 658075 50, Gul Crescent, Singapore 629543 22, Tampines Street 92, Singapore 528876 GAN CHIN YEE From (Name of Owner & Policyholder/Authorising Party\*\*) CLAIM VEHICLE NO.; SKQ5159Z ACCIDENT DATE: 20/02/2019 17:00 LOCATION: LOYANG AVE SLIP RD TO PASIR RIS DRIVE 3 OTHER VEHICLE (S): GX9555Y (IF ANY) I hereby authorise ETHOZ PROTECT PTE LTD 1. ("ETHOZ") to : proceed with the repairs (the "Repair") to the above accident (the "Accident") damaged vehicle

(the "Vehicle"); and act as sole and principal agent to claim (the "Claim") on my behalf for the damage to the

Vehicle (the "Damage") from my insurer in question (the "Insurer") until the Claim is wholly completed, settled and/or resolved. [Claim against own insurer(s)].

act as sole and principal agent to claim (the "Claim") on my behalf for the damage to the Vehicle and/or \*\* bodily injury sustained as a result of the Accident (collectively known hereinafter as the " Damage " ) from the Third Party and/or Third Party Insurer in question (collectively known as the "Third Party") until the Claim is wholly completed,

settled and/or resolved. [Claim against Third Party].

I confirm that ETHOZ's authorisation shall include without limitation paying for all relevant 2. reports/documents, corresponding and negotiating with the Insurer/Third Party\*\* and any other relevant parties, correspondence of any nature with solicitors, appointing solicitors to act in connection with the Claim and, any or all such other tasks concerning the settlement, resolution and/or completion of the Claim;

Where authorising party is not vehicle owner and poliryholder.

I am duly authorised by the owner and policyholder of the Vehicle to enter into this Agreement with ETHOZ on his behalf. Unless the context otherwise requires, any references to "me", "my", "I" and the like in this Afreement shall be taken to mean the vehicle owner and policyholder.

> Page I of 3 \*Tick where applicable. \*\* Delete as appropriate.

#### EXCEPT: -

- such matters or tasks that the Insurer/Third Party\*\* and/or the law requires me to personally attend to; and
- b. the due submission of the Claim to the Insurer (where applicable)
- 3. I understand if I submit a claim of whatever nature to my own insurer(s) FOURTEEN (14) days after the Accident (or such other time stipulated by my own insurer(s) and/or the law), such claim will not or may not be accepted by my own insurer.
- 4. I further confirm and accept that: -
  - To the extent permitted by law: -
    - I will indemnify and keep ETHOZ indemnified in connection with or arising from the Claim; and
    - ii. That notwithstanding this Agreement or otherwise, under no circumstances will I (jointly or severally) in any manner hold ETHOZ liable for losses/damages of whatever nature arising from or in connection with the Claim.
- 5. b. ETHOZ does not guarantee and never represented that the Insurer/Third Party\*\* will fully indemnify me for the Damage and/or the Repair's costs AND, that I shall be and continue to be liable to ETHOZ for the whole of the Repair's costs.
- I agree and accept "ETHOZ's Deposit refund policy". If the final successful percentage of indemnity/contribution/liability from or of the Insurer/Third Party\*\* in respect of the Repair's costs to me is: -

a. 50% and below

NO REFUND

b.

100%

FULL REFUND

- I shall inform and forward to ETHOZ all correspondence and letters received by me from the Insurer/Third Party\*\*, any other insurer, solicitors, governmental authorities and/or, any other relevant party.
- I shall fully co-operate with and act expeditiously on any requests by ETHOZ, particularly the signing/endorsement/execution of any "Discharge Voucher", failing which I shall be liable to ETHOZ for the full repair costs and the expenses incurred (directly or indirectly) by ETHOZ in connection with the Claim.

#### I shall not: -

9.

a. respond to correspondence and letters; and

b. negotiate agree or accept any offer from the Insurer/Third Party\*\* or any other relevant party; without consultation of and expressed approval from ETHOZ

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Page 2 of 3
\*Tick where applicable.
\*\* Delete as appropriate.

- 10. In consideration hereof (including without limitation ETHOZ's agreeing to repair the Vehicle and defer demanding payment of the Repair's cost), I wholly assign to ETHOZ all proceeds of the Claim for:
  - a. the Repair's costs; and
  - damage, compensation, interest, costs (including party-to-party legal costs on a full indemnity basis) and expenses in connection with the Accident, Repair and/or Claim;

which ETHOZ shall be further entitled to apportion in its absolute <u>with</u>any excess being paid by ETHOZ to me as it deems fit in its absolute discretion.

11. I further confirm that payment to ETHOZ or to any person (which shall include a body corporate) authorised by you to receive payment in lieu shall constitute a good and effective discharge of the payment obligations by any party of the aforesaid proceeds of my Claim And that I shall not be authorised in law to receive payment.

Owner & Policyholder's Signature/Company Stamp (if applicable); or \*\*
Authorising Party's Signature/Company Stamp (if applicable)

Name:

NRIC No.: Designation:

Address:

Witness' Signature SUHELMI

Name: NRIC No.:

S8717877C

Designation: MOTOR CLAIMS SALES EXECUTIVE

Address: C/O 30 BT BATOK CRESCENT SINGAPORE 658075



## AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	GX 9555Y	(Insd veh)	Model: HONDA FREED 1.5G		
	SKQ 5159Z	(TP veh)			
ate of Accident/ Time: 20/02/2019					

Repair Es	timate	:-\$	7972.76
Final Rep	air Cost (WITH GST)	, 5	7,443.97
Loss of Use		:\$	days at \$ per day
Rental (if any) \$ 749.00		:\$	749.00 7 days at \$107.00 per day
LTA / GIA	Search Fee	: \$	_
Others:		: 5	
		: 5	
Final Settlement Sum :\$ 8,192.97			8,192.97
Is Third P	arty Workshop GIA Registe For Non GIA Registe		[X] YES [ ] NO (Kindly indicate below)  shop: Agreed Liability(%)
B)	For GIA Registered Workshop:		: BOLA Applicable: Yes/ <del>No</del> BOLA Scenario No: 27
BOLA Liability: 100 (%)		0 (%)	Assessed Liability (*):(%)
	* Assessed Liability t	o be filled	only for chain collisions and for cases where BOLA does 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 locument 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 drivg (tortfeasor) for any and all losses (past/present/future) arising from this accident.

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

Signature of workshop representative / Workshop stamp

Date: 22/10/2019

Name of Representative Ethor frotest Pte Util

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

Date:

Signature of Witness / Workshop stamp (if applicable) Name of Witness: Yee Jing Yeu

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\*\*\* This Discharge Voucher applies only to be the claimant's Claim for his property damage and will not affect his personal injuries claim and/or uninsured losses claim in a later date. Further, the settlement terms herein should not be used as an evidence to prejudice to the claimant's personal Injuries claim and/or other uninsured losses claim arising of the subject matter in this action.



## TAX INVOICE

AXA INSURANCE PTE LTD 8 SHENTON WAY #27-01 AXA TOWER SINGAPORE - 068811 Tax Invoice

: WS 1910/OPR0192

Invoice Date

: 22-Oct-2019

Ref. No.

: 19020920

GST No.

Qty

: M2-0057587-3

VEHICLE NO. : SKQ-5159-Z ACCIDENT DATE : 20/02/2019 MAKE & MODEL: HONDA FREED 1.5G A

Page 1

Description

VIVI C

Unit Price(S\$) Amo

Amount (S\$)

BEING 100 % SUCCESSFUL CLAIM FOR VEH NO. SKQ-5159-Z

ACCIDENT ON 20/02/2019 AS FOLLOWS :-

REPAIR COSTS

LOSS OF RENTAL

6,956.98

700.00

7 % GST

535.99

Total (S\$)

8,192.97

E & O.E

CHEQUE SHOULD BE CROSSED AND MADE PAYABLE TO ETHOZ PROTECT PTE LTD

No receipt will be issued.

Computer generated document no signature required

Fax

PLEASE DETACH AND ENCLOSED WITH PAYMENT

YEE JING YEU 6654 7622 63198000

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Customer's Copy

Please do not staple. Please write your Invoice No. on the back of your cheque.

Customer Name

: AXA INSURANCE PTE LTD

Reference. No. Tax Invoice : 19020920

Invoice Date

: WS 1910/OPR0192

Invoice Date
Invoice Amount

: 22-Oct-2019 : S\$ 8,192.97

Payment Due Date

: 22-Oct-2019

Cheque No.

ETHOZ PROTECT PTE LTD 30 BUKIT BATOK CRESCENT SINGAPORE 658075

CONTACT

DID

Main



## ETHOZ Group Ltd

**GST NUM** UEN

: M2-0057587-3 : 198104531H

HA NUM: HA-178041

#### HIRING AGREEMENT

Vehicle No.: SKT-2473-U Make & Model: MAZDA 3 1.5 (A) SEDAN STANDARD

H	irer
N	RIC

GAN CHIN YEE

DOB

Email

S7916449F

Address

BLK 752 BEDOK RESERVOIR ROAD

#05-05

SINGAPORE - 479257

1125820745

**ERP Num** Nationality Home

SG

Office

HP Fax

RENTAL RA	NTAL RATE No of days : 7 Start : 25/02/2019 Return : 04/03/2019			CHARGES			
Daily : S\$11	3.00 / Day	DEPOSIT			Rental Payable	е :	S\$791.00
		Amount ; S\$1,000.00	Payment Mode	ŧ			
CDW : NIL							
		RENTAL PAYMENT					
EXCESS SINGAPORE	E: \$\$2,000.00	Mode	:		GST @7%		S\$55.37
FUEL					1031 (2) 76	•	3303.31
Full tank prer upon return.	nium grade fuel				Amount Due	:	S\$846.37
Otherwise, E	Hoz rates apply.	Delivery	:				
S	ignature						
PAI: NIL		Remarks :					
DRIVER DET	TAILS	L					
Name	: GAN CHIN YEE			NRIC	: S7916449F	DOB	
Address		OK RESERVOIR ROAD	470057	Nationality	:SG		
	#05-05		479257 (	3)			1997
Contact No	:						

HIRER'S DECLARATION

HIRE'S DECLARATION

I'We agree to the terms and conditions above and as set out overleaf.

If I'We apt to pay by credit/charge card, my/our signature here is deemed to have been made on the applicable credit card charge slip.

Upon notification that your vehicle is ready for collection, you are to return SKT-2473-U MAZDA 3 1.5 (A) SEDAN STANDARD within the day. Failing which, daily rental rate of \$113 will apply from the day of notification.

Authorised Signatory & Company Stamp

Name. Designation

For ETHOZ Group Ltd SUHELM

ON BEHALF OF SUHELMI

Prepared By : Christine Nguyen TEL :

FAX: