

Cecilia Chong (LKK Auto)

From: Cecilia Chong (LKK Auto)
Sent: Thursday, 24 October 2019 9:13 AM
To: 'claims'
Cc: alicelim@ava-ins.com; disk Yao@ava-ins.com; Ng Wai Yin; jasminetan@transcab.com.sg
Subject: YOUR REF: SHD 594L (OUR REF: CC4/ASM19004945/Kgb3) *** ACCIDENT INVOLVING SHD 594L * SLJ 6711Y ON 16/03/2019***

24 OCTOBER 2019

Transcab Taxi
Singapore

Dear Sir,

OUR REF : CC4/ASM19004945/Kgb3

YOUR REF : SHD 594L

ACCIDENT INVOLVING SHD 594L(AXA) AND SLJ 6711Y ALONG/AT DUNLOP STREET ON 16/03/2019

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 claim from ESTEEM PERFORMANCE PTE LTD acting on behalf of the owner of SLJ 6711Y against your motor insurance policy.

Based on the accident report and accident scenario, we are of the view that liability is not in your driver's favour as his taxi had collided onto third party parked vehicle. We will therefore proceed to negotiate for an amicable settlement with the Third Party.

We also wish to advise that there is an excess of S\$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. Your 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 ceciliachong@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 6749 4274 or email us at ceciliachong@lkkauto.com.

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

"Please note that our proposal and correspondence with you is strictly on a without prejudice basis and should not be construed as an admission of liability on our part and/or that of our policyholder and/or the authorised driver. The terms of our without prejudice engagement should not be disclosed in any other related matter(s) in respect of this accident nor should it be binding in any other related claims."

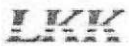
Best Regards,

Cecilia Chong | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6749-4274 | email: CeciliaChong@lkkauto.com | fax: 6741-4108

Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)



Auto
Consultants
Pte Ltd

Save the Earth. Print only when necessary.

LETTER OF AUTHORITY

To Whom It May Concern:

SHD5944

ACCIDENT INVOLVING SLJ 6711Y & along Junction of drive
Street and Dunkin street On 16/03/2019 @ 00:15

I, Grab Rentals Pte Ltd Nric No. 201617200G
of 18 Sin Ming Lane #01-08 Midview City Singapore 573960
Owner of motor vehicle no. SLJ 6711 Y 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:	SHD594L (Insd veh)	Model: TOYOTA PRIUS HYBRID 1.8 CVT
	SLJ6711Y (TP veh)	
Date of Accident/ Time:	16/03/2019	

Repair Estimate	: \$	21,390.61	
Final Repair Cost	: \$		
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$		7 days at \$ 69 per day
LTA / GIA Search Fee	: \$		
Others:	: \$		
Final Settlement Sum (Global Sum)	: \$	17,100.00	
Payee Name : ESTEEM PERFORMANCE PTE LTD			
Is Third Party Workshop GIA Registered? [] YES <input checked="" type="checkbox"/> 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 (*): ____ (%)	
* Assessed Liability to be filled only for chain collisions and for cases where BOLA does not apply.			
Remarks:			

NOTE:

1. PLEASE EXPRESSLY RESERVE YOUR CLIENT'S RIGHTS IF SO REQUIRED IN THIS SETTLEMENT DOCUMENT.
2. 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.
3. 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: 7-11-2019

Signature of Witness / Workshop stamp (if applicable)
Name of Witness: Kaelun
Date: 7-11-2019

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



CONFIDENTIAL
SCHEDULE TO VEHICLE RENTAL AGREEMENT

Date:	06/21/2018	Vehicle Rental Agreement No.	8749
Renter Details		Additional Driver (if any)	
<input checked="" type="checkbox"/> Name	Mikalls Grunde	<input checked="" type="checkbox"/> Name	
<input checked="" type="checkbox"/> Address	20G Lowland Road	<input checked="" type="checkbox"/> Address	
<input checked="" type="checkbox"/> Date of Birth	07/10/1972	<input checked="" type="checkbox"/> Date of Birth	
<input checked="" type="checkbox"/> NRIC/Passport No.	DR102	<input checked="" type="checkbox"/> NRIC No.	
<input checked="" type="checkbox"/> Driving License No.	S7288795F	<input checked="" type="checkbox"/> Driving License No.	
<input checked="" type="checkbox"/> Telephone No.	6581004546	<input checked="" type="checkbox"/> Telephone No.	
<input checked="" type="checkbox"/> Mobile No.	6581004546	<input checked="" type="checkbox"/> Mobile No	
Vehicle Description		Additional Driver (if any)	
<input checked="" type="checkbox"/> Vehicle No	SLJ6711Y	<input checked="" type="checkbox"/> Name	
<input checked="" type="checkbox"/> Make/Model	TOYOTA Prius	<input checked="" type="checkbox"/> Address	
Rental Period		<input checked="" type="checkbox"/> Date of Birth	
<input checked="" type="checkbox"/> Minimum Rental Period	448	<input checked="" type="checkbox"/> NRIC No.	
<input checked="" type="checkbox"/> Date Checked Out	06/21/2018	<input checked="" type="checkbox"/> Driving License No.	
<input checked="" type="checkbox"/> No. of Days		<input checked="" type="checkbox"/> Telephone No.	
<input checked="" type="checkbox"/> Expected Date of Return	09/12/2019	<input checked="" type="checkbox"/> Mobile No	
<input checked="" type="checkbox"/> Actual Date of Return			
Rental Charges* & Deposit			
<input checked="" type="checkbox"/> () RR Rental Charges/Day	Per day @ S \$85.00 Per week @ S \$595.00	Deposit Received	S \$1,500.00
<input checked="" type="checkbox"/> (X) ER Promotion Rental Charges/Day	Per day @ S \$69.00 Per week @ S \$483.00	Total Amount Received*	S \$0.00
<input checked="" type="checkbox"/> () DD Promotion Rental Charges/Day	Per day @ S Per week @ S	* Inclusive GST	
Rental Period	448 days / 64 weeks	Total Rental Charges	S \$30,946.37

Insurance Matters (Accident/Theft)			
Liability Assessment / Nature of incident	Non-Refundable Excess Payable by Renter		Rental Charge / Replacement Vehicle
	Renter or authorised driver(s) is 26 years of age or older	Renter or authorised driver(s) is below 26 years of age	
3rd Party Fault	S\$2140	S\$5350	Rental Charges waived or replacement vehicle provided (subject to availability)
High Liability	S\$2140	S\$5350	No waiver of Rental Charges & no replacement vehicle provided
Own Damage (inclusive of Act of God incidents & accidents in Malaysia)	S\$2140	S\$5350	No waiver of Rental Charges & no replacement vehicle provided
Stolen Vehicle	S\$2140	S\$5350	Rental Charges waived or replacement vehicle provided (subject to availability)
Damage to Windscreen	S\$107	S\$107	No waiver of Rental Charges & no replacement vehicle provided

Payment Method			
<input checked="" type="checkbox"/> Driver Wallet		<input type="checkbox"/> Cash	SG\$
<input type="checkbox"/> Credit Card		<input type="checkbox"/> Debit Account	
Type		Bank Name	
Card No.		Account No.	

CONFIDENTIAL

I, the Renter, agree that the Lessor may collect, use & disclose my personal data, as provided in this Schedule &/or pursuant to the Agreement from time to time, for the following purposes in accordance with the Personal Data Protection Act 2012 & the Lessor's group Privacy Policy (available at www.grab.com/sg/privacy/):

- (a) administration of the vehicle rental under the Agreement;
- (b) for internal administrative purposes;
- (c) to communicate with me; &
- (d) for the Lessor to comply with its obligations under law.

☒ X

Further, I understand that my personal data may be used for marketing purposes by the Lessor, its affiliated companies or their partners; & I hereby consent to receive marketing & promotional materials by telephone, SMS or e-mail.

Additional Notes:

Subject to Renter's fulfilment of Minimum Rental Period, Renter shall enjoy the following Discounts:

Agreement

The Renter has read, understood & agrees with all terms & conditions of this Agreement.

[Handwritten Signature]

Renter's Signature/Stamp
Date:



Authorised Signatory/Stamp
Grab Rentals Pte Ltd

Land Transport Authority

Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 18 Mar 2019 / 16:44:46

Receipt Date/Time : 18 Mar 2019 / 16:44:19

Tax Invoice/Receipt

Receipt No. : ITNET-00000-190318-003286

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 - GBD6038H As at 15 Mar 2019/17:30:00 Insurance Co: SOMPO INSURANCE SINGAPORE PTE. LTD.				
1	Insurance Enquiry - GBD6038H Enquiry Fee 20190318164304001810	7.00	0.49	7.49
	Sub-Total	7.00	0.49	7.49
Result of Insurance Enquiry - SHD594L As at 16 Mar 2019/00:15:00 Insurance Co: AXA INSURANCE PTE LTD				
2	Insurance Enquiry - SHD594L Enquiry Fee 20190318164304046285	7.00	0.49	7.49
	Sub-Total	7.00	0.49	7.49
Result of Insurance Enquiry - YP9235A As at 18 Mar 2019/12:10:00 Insurance Co: ERGO INSURANCE PTE. LTD.				
3	Insurance Enquiry - YP9235A Enquiry Fee 20190318164304093102	7.00	0.49	7.49
	Sub-Total	7.00	0.49	7.49
	Total Before Rounding	21.00	1.47	22.47
	Rounding Difference			0.02
	Total Amount Payable			22.45
	Paid By			
	20190318164319831 Direct Debit: eNETS Debit (Internet Banking)			22.45
	Total			22.45
	Cash Change			0.00
	Tendered Amount			22.45
	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.