

## Without Prejudice

SMRT AUTOMOTIVE SERVICES PTE LTD 6 Ang Mo Kio Street 62 Singapore 569140 Tel: +65 6556 3521 Fax:+65 6481 9221 www.smrt.com.sg

NF LKK (Vivian Lau)
BIK 51 Paya UBi Industrial Parte
UBi Are 1 \$02-25 SG1 408933

X Your Ref.: CC4 ASM19 COS620 JUB 3 X Our Ref.: Bus | 03 | 19 | 5055 | AW

CCIDE	NT INVOLVING	SmB 133/K	AN	ID GBD SZ	8E			
S NC	5 March 2019	_ ALONG						
We	RESPONSE							
We We We	We claim on behalf of  We acknowledge the receipt of your letter/claims dated  We have forward your claim to our Insurer. They will liaise directly with you.  We enclose our documents marked "E" in the list below:							
Plea [ ] [ ] [ ]	se give us your documen Police/SAS report of _ Investigation Results Photographs Confirmation of Taxi F		-	elow: Discharge Voucher Repair Invoice Letter of Claims Survey Report	[ ]	Others:		
We With	We are looking into this matter and will revert to you.  We disclaim our liabilities. The accident was caused by your driver.  Without admission of liability, we offer you S\$ all in to settle the case amicably.  Please quantify your claims  We wish to survey / re-survey your vehicle. Please arrange and let us know the date & time.							
Your	nave no other alternatives offer of S\$ offer of S\$ se let us have your chequers	but have to take is accepted is rejected. P	legal ac Please lease in	tion against you. let us have your Discha crease your offer to S\$	arge Vouc	her.		

for Manager, Claims Claims Department



# SMRT Ref: B48/03/19/5055/AW

### AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:			GBD 5298E(Insa	ven)					
			SMB 133K (TP v	eh) Model:					
Date of Accident/ Time:			08/03/2019						
Repair Esti	mate	:\$							
Final Repair Cost		:\$							
Loss of Use		:\$		00.00	days at \$	per day			
Rental (if any)		:\$				days at \$	per day		
LTA / GIA Search Fee		:\$		7.00					
Others:		:\$							
		:\$							
Final Settlement Sum		:\$		2,3	357.00				
Payee Nan	me: SMRT BUSES LT	D							
Is Third Pa	arty Workshop GIA Regi	stered?	[X] YES [ ]	NO (Kindly indicate b	pelow)				
A)	For Non GIA Regi:	For Non GIA Registered Workshop:			Agreed Liability(%)				
В)	For GIA Registered Workshop:			BOLA Applicable: Yes/ No BOLA Scenario No: 15					
	BOLA Liability:1	00 (%)	Α	Assessed Liability (*):(%)					
	* Assessed Liabilit	y to be filled	only for chain collisions	and for cases where BC	DLA does	not apply.			
Pamarke:									

#### 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.
- 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.

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:
Date:

Signature of Witness / Workshop stamp (if applicable)
Name of Witness:
Date:

Signature of AXA's surveyor/representative: Name of AXA's surveyor /Representative: Date: SMRT Ref: BUS/03/19/5055/AW

## **AUTHORISATION TO ACT**

I/We, <u>SMRT BUSES LTD</u> ("the third party claimant") of <u>6 Ang Mo Kio Street 62</u>

<u>Singapore 569140</u> (address), owner of <u>SMB 133K</u> (vehicle no.) hereby authorize <u>SMRT</u>

<u>AUTOMOTIVE SERVICES PTE LTD</u> ("the workshop") to act for me with respect to my claim for repair costs and/or rental and/or loss of use ("claim") for my vehicle no. <u>SMB</u>

<u>133K</u> that was damaged pursuant to the accident which occurred on <u>08/03/2019</u> (date) along <u>PIE</u> (location) involving vehicle no/s <u>GBD 5298E</u> ("the accident").

I further authorize the workshop to settle my above mentioned claim in a manner that they deem fit and the workshop is further authorized to receive payment further to settlement of my claim with payment cheque/s being made in favour of the SMRT BUSES LTD.

I further acknowledge that any settlement the workshop may reach on my behalf is on a without prejudice and without admission of liability basis insofar as the driver/owner/insurers of the other vehicle/s is concerned.

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 20 \_\_\_\_ (year)

Signed by "the third party claimant" (with chop if applicable)

Signed by "the workshop" (with chop)

# Audrey Woo (Auto Svcs/Claims & IA/Claims & IA/Buses)

Vivian Lau (LKKAuto) <vivianlau@lkkauto.com> From

Tuesday, 6 August, 2019 5:24 PM Sent:

Audrey Woo (Auto Svcs/Claims & IA/Claims & IA/Buses) To:

Cc:

RE: SMRT BUS/03/19/5055 - AXA Ref : CC4/ASM19005620/Jwb3,ACCIDENT INVOLVING Subject:

SMB 133K AND GBD 528E ON 08/03/2019

AUTHORISATION TO ACT- SMB 133K.pdf; EXPRESS SETTLEMENT FORM- SMB 133K.pdf Attachments:

### 'WITHOUT PREJUDICE' SAVE AS TO COSTS

Dear Sir/Madam.

#### ACCIDENT INVOLVING SMB 133K AND GBD 528E ON 08/03/2019

We refer to the above matter

We confirm settlement amount \$ 2,357.00

Please duly sign the documents enclosed return to us ( LKK) for our necessary action

Kindly note that this negotiation between parties on this matter is purely on a without prejudice basis with the sole intention of resolving the matter amicably without parties resorting to legal proceedings. No admission of liability, whatsoever, should be deemed / inferred from this negotiation of terms/settlement.

In the event of new evidence being discovered or subsequently produced by either party that will materially affect/influence on the issues of liability/damages, either party is not bound, thereafter, by the negotiation terms/settlement.

Thank you

Best Regards,

Vivian Lau | Case Handler

LKK Auto Consultants Pte Ltd

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

From: Audrey Woo (Auto Svcs/Claims & IA/Claims & IA/Buses) [mailto:audrey@smrt.com.sg]

Sent: Tuesday, 6 August, 2019 4:14 PM

To: Vivian Lau (LKKAuto) <vivianlau@lkkauto.com>

Cc: Admin A <admin-a@lkkauto.com>; SG AXA Insurance SM Motor Doc (motor.doc@axa.com.sg)

<motor.doc@axa.com.sg>

Subject: SMRT BUS/03/19/5055 - AXA Ref: CC4/ASM19005620/Jwb3,ACCIDENT INVOLVING SMB 133K

AND GBD 528E ON 08/03/2019

SMRT Ref: BUS/03/19/5055/AW

AXA Ref: GBD528E

LKK Ref: CC4/ASM19005620/Jwb3 Without Prejudice. Save as to Costs.

Dear Vivian.

We are glad to accept your offer of \$ 2,357.00 and shall look forward to AXA's DV soon.

Audrey Woo | DID: 6556 3521 | FAX: 6481 9221 | Email: audrey@smrt.com.sg | Claims
Department | 6 Ang Mo Kio Street 62 Singapore 569140



From: Vivian Lau (LKKAuto) [mailto:vivianlau@lkkauto.com]

Sent: Tuesday, 6 August, 2019 2:46 PM

To: Audrey Woo (Auto Svcs/Claims & IA/Claims & IA/Buses)

Subject: Your Ref: SMB 133K,Our Ref: CC4/ASM19005620/Jwb3,ACCIDENT INVOLVING SMB 133K AND

GBD 528E ON 08/03/2019

'WITHOUT PREJUDICE' SAVE AS TO COSTS

Your Ref: SMB 133K

Our Ref: CC4/ASM19005620/Jwb3

Dear Sir/Madam,

ACCIDENT INVOLVING SMB 133K AND GBD 528E ON 08/03/2019

We refer to the above matter

On a without prejudice basis, our principal propose settlement as follow:

COST OF REPAIR \$ 1,850.00 Loss of USE (\$250.00 x 2days) \$ 500.00 GIA Search \$ 7.00

\$ 2,357.00

Kindly confirm acceptance

Kindly note that this negotiation between parties on this matter is purely on a without prejudice basis with the sole intention of resolving the matter amicably without parties resorting to legal proceedings. No admission of liability, whatsoever, should be deemed / inferred from this negotiation of terms/settlement.

In the event of new evidence being discovered or subsequently produced by either party that will materially affect/influence on the issues of liability/damages, either party is not bound, thereafter, by the negotiation terms/settlement.