# Vic (LKKAuto)

From:

Vic (LKKAuto)

Sent:

Thursday, 9 May, 2019 1:15 PM

To:

claims

Cc:

Admin A; Vic (LKKAuto); transcab\_avaclaims@ava-ins.com

Subject:

YOUR REF: P1680520 (SHB9909P) ACCIDENT INVOLVING SHB 9909P AND SLH

4266P AT/ALONG CHANGI AIRPORT T2 CAR PARK ON 29/04/2019

09 MAY 2019

TRANS-CAB SERVICES PTE LTD SINGAPORE

Dear Sir/Madam,

OUR REF: CC4/ASM19007865/T1ha3 YOUR REF: P1680520 (SHB9909P)

ACCIDENT INVOLVING SHB 9909P AND SLH 4266P AT/ALONG CHANGI AIRPORT T2 CAR PARK ON 29/04/2019

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 M/s VERMOGEN ACE PTE LTD acting on behalf of the owner of SLH 4266P 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. Unless proven otherwise.

Please be informed that your No-Claim Discount (NCD – if applicable) will be withheld for the time being. Pending for final allocation of liability in settlement by our principal.

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 <a href="mailto:cst@axa.com.sg/vicalpeh@lkkauto.com">cst@axa.com.sg/vicalpeh@lkkauto.com</a> 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 vicalpeh@lkkauto.com.

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

Best Regards,

Vic Alpeh | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6841-2096 | email: <u>vicalpeh@lkkauto.com</u> | fax: 6741-4108 Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)

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Vermogen ACE Pte Ltd

1 BUKIT BATOK CRESCENT #05-23 WCEGA PLAZA 5(658064)

TEL: 6694 4919 FAX: 6694 4929 Email: vermogenace@gmail.com

REG No: 201606023C

### **LETTER OF AUTHORITY & INDEMNITY**

ACCIDENT INVOLVING VEHICLE NO. <u>SLH4266P & SHB9909P ALONG CHANGI AIRPORT TERMINAL 2 CARPARK ON 29<sup>TH</sup> APR 2019 AT 1040HRS.</u>

I/We LCRF PTE LTD UEN/NRIC NO. 201624597K owner of Vehicle No. SLH4266P hereby authorise M/S Vermogen ACE Pte Ltd to commence repairs to my vehicle and to forward the claim for damages sustained in the above accident to the third party driver and /or his employer and /or the vehicle owner and /or the insurer concerned. I/We agree that in consideration of you giving up your repairer's lien. I/We agree

to assign the whole proceeds of my/our third party claim to you and if applicable, our solicitors (to be appointed by you on my / our behalf) shall accept this as my /our irrevocable authority to pay the amount compensated direct to you after deduction of their costs on a solicitor & client basis. I/We undertake to co-operate fully with you and our solicitors to see , the claim to a successful conclusion.

If third party driver and and/or his employer and/or the vehicle owner and/or insurer reject liability, i/We will fully be responsible for the repair costs and other incidentals.

I/We also authorise you to sign all discharge vouchers/indemnity forms and all necessary paper in connection with the above claim in my/our absence.

I/We authorise you to appoint such a firm of solicitors on my/our.behalf as you shall deem fit for the purpose of the third party/own insurer's claim.

I/we undertake to inform you and/or the solicitors appointed by you on my/our behalf in the event of the third party's insurance company communicate with me/us directly by telephone or in writing and I/We further undertake not to accept any monies or offer of settlement from the third party's insurers without first communicating with you.

My/our vehicle is repaired by the repairer on my/our will without any inducement, threat and/or promise.

In the event that the repairer is compelled to enforce this undertaking, I/We agree that I/shall pay for the legal costs incurred by the repairer on a solicitor and client's full indemnity basis.

Owner Signature

(Company Stamp if applicable)

TO: AXA INSUPANCE PTE UD

Dear Sirs,

CLAIMANT: LUPS PTE LTO

ACCIDENT INVOLVING SLH4266P and SHB9909P on 29TH APR 2019 At 1040HRS

I/WE LCRF PTE LTD, am/are the registered Owner of Vehicle No. SLH4266P.

Please note that I have assigned all compensation monies due-to me/us in the above said accident to **Vermogen ACE Pte Ltd**.

I/We, hereby authorize you to release all compensation monies pertaining to the above said accident to Vermogen ACE Pte Ltd and forward your settlement cheque to Vermogen ACE Pte Ltd whom I/we had authorized to collect the said compensation monies...

Thankyou

Signature of Claimant

(company Stamp, if applicable)

Name

LURF PTE LTO

NRIC No. :

Date



## WITHOUT PREJUDICE to:

- (a) Insurers' Subrogated Claim and/or
- (b) Any Personal Injury Claims

[Note: This Notice supersedes any inconsistencies found in this Discharge Voucher]

### AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:		SHB 9909P (Ins		:h)				
	and the second s	SLH 4266P (TP	veh) Mo	del: TOYO	TA AX	10		
Date of Accident/Time:		29/04/2019						
Repair Estimate	:\$	17,093	.55				-	
Final Repair Cost (WGST)	:\$	1926.00						
Loss of Use	:\$	420.00			7	days at \$	60	per day
Rental (if any)	:\$					days at \$		per day
LTA / GIA Search Fee	:\$				- 110	Million -		
Others:	:\$							
	:\$							
Final Settlement Sum	:\$	2346.00						
Payee Name : VERMOGEN	ACE PTE LT	D	***************************************					
Is Third Party Workshop GIA		/] YES [ ]	NO (Kindle	y indicate be	elow)			
A) For Non GIA Registered Workshop:			Agreed Liability	y	(%)	×	- (0,000,00)	
For GIA Registered Workshop:			30LA Applicab	le: Yes/No	BOLA Sc	enario No:	24	
BOLA Liability	100(%)	1	Assessed Liabil	ity (*):		(%)		
* Assessed Lia	bility to be filled o	nly for chain collision	s and for case.	s where BOL	A does no	t apply.		- 1

### NOTE:

Remarks:

- 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.

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 tros-23 troops Plaza
Date:
Singapore 65300 Singapore 65300