

Hsiao Tong (LKKAUTO)

From: Hsiao Tong (LKKAUTO)
Sent: Tuesday, 3 December 2019 11:07 AM
To: claims@transcab.com.sg
Cc: transcab_avaclaims@ava-ins.com
Subject: ACCIDENT INVOLVING SHD 803J(AXA) AND SKC 6058Z ALONG/AT PIE SLIP ROAD TWDS PAYA LEBAR ROAD ON 02/05/2019

03 Dec 2019

Transcab Taxi
Singapore

Dear Sir,

OUR REF : CC4/ASM19008323/Apb3 // S9M01MZH
YOUR REF : P1680520 (SHD803J)
ACCIDENT INVOLVING SHD 803J(AXA) AND SKC 6058Z ALONG/AT PIE SLIP ROAD TWDS PAYA LEBAR ROAD ON 02/05/2019

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 BEST SOLUTION AUTOCARE PTE LTD acting on behalf of the owner of SKC6058Z against your motor insurance policy.

Based on the accident report and accident scenario, liability is not in your favour as it is a head-to rear collision. 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 cst@axa.com.sg / chewht@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 6742 3197 or email us at chewht@lkkauto.com.

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

Best Regards,

Hsiao Tong, Chew (Ms) | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6742-3197 | email: chewht@lkkauto.com | fax: 6741-4108

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

LETTER OF AUTHORISATION

ACCIDENT ON : 02/05/2019
AT/ALONG : Hip Road PIE (Changi) twds Paya Lebar Road
INVOLVING VEHICLE/S : SKL 60582 & BHD 803J

I/We, (Name) Carway Leasing & Rental of NRIC No S3264813K hereby authorize Best Solution Autocare Pte Ltd my repairer, to give all further instructions on my behalf concerning the above said claim and to appoint a solicitor. As such, all future correspondences should be addressed to them.

My repairer is further authorized to receive on my behalf the settlement sum monies.

I confirm in the event that my vehicle is required to be re-inspected and/or if I am required to attend Court proceedings, I agree to comply and extend my co-operation readily. Failing which I will be liable to pay the repair costs, incidentals and all legal costs incurred.

I confirm in the event the Third Party claim is unsuccessful (E.g. In cases whereby the Third Party driver is driving under the influence of alcohol, driving without insurance coverage, driving without license, driving without authorization) I agree to pay for all the repair costs, survey report and incidentals incurred by my repairer.

Dated this 03 day of May 20 19

Signature or Right Thumb Print

Signature or Right Thumb Print

Name : Carway Leasing & Rental Witness Name : Lee Chooi Peng
NRIC No : S3264813K NRIC No : S80731956



Company chop (if applicable)



Leatt
CERTIFIED TRUE COPY



AXA THIRD PARTY DIRECT SETTLEMENT

| | | | |
|-------------------------|------------|------------|-------------------------------|
| Vehicle No: | SHD 803J | (Insd veh) | Model: HYUNDAI AVANTE 1.6 (A) |
| | SKC 6058Z | (TP veh) | |
| Date of Accident/ Time: | 02/05/2019 | | |

| | | | |
|---|----------------------------------|-----------------------------------|----------------------------|
| Repair Estimate | : \$ | 6,974.00 | |
| Final Repair Cost | : \$ | 3,000.00 | |
| Loss of Use | : \$ | — | days at \$ per day |
| Rental (if any) | : \$ | 500.00 | 5 days at \$100.00 per day |
| LTA / GIA Search Fee | : \$ | 7.45 | |
| Others: | : \$ | | |
| | : \$ | | |
| Final Settlement Sum | : \$ | 3,507.45 | |
| Payee Name : BEST SOLUTION AUTOCARE PTE LTD | | | |
| Is Third Party Workshop GIA Registered? <input type="checkbox"/> 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:

- 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 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: Sea Seng Liam Date: 4/2/2020  |  Signature of Witness / Workshop stamp (if applicable) Name of Witness: Lee Chooi Peng Date: 4/2/2020 |
| Signature of AXA's surveyor/representative Name of AXA's surveyor / Representative Date: 4/2/2020 | |

CARWAY LEASING & RENTAL

53 Ubi Avenue 1 #03-01 Paya Ubi Industrial Park, Singapore 408934

R.O.C No: 53264813K

☎ 6744 0777

☎ 6744 2377



INVOICE

Bill To: Lee Kit Liong **Contact:** 9802 0963 **Date:** 21-May-19

Address: Blk 12 Joo Seng Road #08-55 **Invoice No:** 2019-0537
(S) 821199

Make / Model: Kia Cerato Forte (SJT659B) **Rental Agreement:** CLR-190182

| | Description | Unit Price | Total |
|-----------------------|---|------------|--------------------|
| 1 | Rental Period: <u>03-May-19</u> to <u>21-May-19</u> - <u>18</u> Day/s | \$ 128.00 | \$ 2,304.00 |
| 2 | M'sia Usage: _____ to _____ - _____ Day/s | \$ - | \$ - |
| 3 | Others: | | |
| Total Payable: | | | \$ 2,304.00 |

Payment

- (1) By Nets / Cash
- (2) By Internet Banking
a. Payment can also be remitted directly to our DBS Current Account No.: 023-904386-0
b. Kindly inform us once remittance is done.
- (3) By Cheque Payment:
a. Cheque should be crossed and made payable to CARWAY LEASING & RENTAL.
b. Please write the 'Vehicle Number' on the reverse side of the cheque and mail it to the address above.

Thank you! Looking forward to more future business with you again!

Authorised Signature



CARWAY LEASING & RENTAL

53 Ubi Avenue 1 #03-01 Paya Ubi Industrial Park, Singapore 408934

R.O.C No: 53264813K

☎ 6744 0777

☎ 6744 2377

RENTAL AGREEMENT

No: CLR - 190182

| Make / Model: | Vehicle No: | IU No: |
|-------------------------|-------------|------------|
| Kia Cerato Forte 1.6 AT | SJT 659 B | 1123308016 |

| HIRER'S PARTICULARS | | DRIVER'S PARTICULARS (if different from Hirer) | |
|---------------------|--|--|---------|
| Name | : LEE KIT LIONG | Name | : |
| Address | : BLK 12 JOO SENG ROAD #08-55 SG 821199 | Address | : SG |
| Email | : | Telephone (HP) | : |
| Telephone (HP) | : 9802 0963 | (O) | : |
| (O) | : | NRIC / PP No | : |
| NRIC / PP No | : S6847166D | Occupation | : |
| Occupation | : | Nationality | : |
| Nationality | : SINGAPOREAN | D.O.B | : |
| D.O.B | : 23 DEC 1968 | Driving Lic No | : |
| Driving Lic No | : S6847166D | Driving Experience: | : Yrs |
| Driving Experience: | : 28 Yrs | | |

| CHARGES | | | |
|--|-------------|--------------|--------------------------|
| 18 | Day (s) | @ S\$ | 128.00 / Day S\$ 2304.00 |
| | Week (s) | @ S\$ | / Week S\$ |
| | Month (s)** | @ S\$ | / Month S\$ |
| Note ** (Monthly rental cycle = 30 Days) | | | |
| Additional Rental Payable (eg: M'sia Usage) - | | 0 Days | S\$ |
| Advanced Deposit (REFUNDABLE) | | | S\$ |
| Subtotal | | | S\$ |
| Less Deposit BY: | | | S\$ |
| Balance Payable BY: | | | S\$ 2304.00 |
| * Theft / Fire / Accident (Direct / Conflict Cases) Excess Liability | | | |
| Singapore | Own | S\$ 2,000.00 | TP S\$ 2,000.00 |
| Malaysia | Own | S\$ 3,000.00 | TP S\$ 3,000.00 |
| * Hirer / Driver shall be fully responsible for ALL cost incurred if the insurance company repudiated liability or rejected any claims raised. | | | |

Important Notes:

- 1) I, the Hirer, agreed to hold whatever responsibilities for any damage(s) caused by vehicular accident, traffic offence(s) and/or any other penalty(ies) in connection with the use of the said vehicle during the period when it is in my custody including in M'sia.
- 2) In the event of the accident, Hirer is fully liable for the towing charges from the accident scene to the repairer PLUS loss of earnings while the damaged vehicle is under repair (if any).
- 3) The vehicle can only be used within Singapore ONLY. PENALTY of S\$80.00 / day will be imposed for unauthorised usage to M'sia.
- 4) SMOKING IS STRICTLY PROHIBITED IN THE VEHICLE.
In the event of smoking, cleaning fees of \$150.00 will apply.

I/We declare that the above particulars are true and correct in every respect and I/We have read and understood the terms and conditions of the hire agreement printed overleaf.

Signature of Hirer / Date

Signature of Driver / Date

(if different from Hirer)

Terms & Conditions:

The Hirer is OBLIGED to fulfil/complete the full Rentals stated in this Rental Agreement. Should there be any early termination by the Hirer, the Hirer shall pay ALL remaining Rentals in this Hire Agreement and return the vehicle to the owner.

| | |
|----------------------------|----------------------------|
| Date Out: 03-May-19 | Date In: 21 MAY 2019 |
| Time Out: Hrs | Time In: Hrs |
| Delivery / Self-Collection | Self-Delivery / Collection |

Hire period expires on: 21 MAY 2019 at 1730 Hrs.

Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 03 May 2019 / 14:56:03

Receipt Date/Time : 03 May 2019 / 14:55:29

Tax Invoice/Receipt

Receipt No. : ITNET-00000-190503-001993

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 - SHD803J As at 03 May 2019/14:45:00 Insurance Co: AXA INSURANCE PTE LTD | | | | |
| 1 | Insurance Enquiry - SHD803J Enquiry Fee 20190503145301551076 | 7.00 | 0.49 | 7.49 |
| Sub-Total | | 7.00 | 0.49 | 7.49 |
| Total Before Rounding | | 7.00 | 0.49 | 7.49 |
| Rounding Difference | | | | 0.04 |
| Total Amount Payable | | | | 7.45 |
| Paid By | | | | |
| | 20190503145343613 | Direct Debit: eNETS Debit (Internet Banking) | | 7.45 |
| Total | | | | 7.45 |
| Cash Change | | | | 0.00 |
| Tendered Amount | | | | 7.45 |
| 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.