

Jimmy Chen (LKK Auto)

From: Jimmy Chen (LKK Auto)
Sent: Tuesday, 2 July 2019 10:46 AM
To: 'GINATAY@UBTS.COM.SG'
Cc: Vic (LKKAuto)
Subject: OUR REF: CC4/ASM19008796/T1fb3 - ACCIDENT INVOLVING XD4496X AND SLV4685P ALONG SLIP RD CLEMENTI RD TOWARDS AYE ON 16/05/2019

Dear Sir/Mdm,

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 **Esteem Performance Pte Ltd** acting on behalf of the owner of **SLV4685P** against your motor insurance policy.

Please be informed that your No Claim Discount (NCD) may be affected because 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 email. 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 to jimmychen@lkkauto.com within 7 days from the date of this letter **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) – Please provide us with a soft copy of **WANG JINHAI** driver license, you may send it to us by replying to this email.
- Coloured photographs of accident scene (if any)
- Coloured photographs of damage to all vehicles involved (If any)
- Copy of the letter of authorization – Please assist to provide us with a copy of the letter of authorization which shows that the driver **WANG JINHAI** was authorized to drive your vehicle during the time of the accident, you may send the soft copy to us by replying to this email.
- 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 cst@axa.com.sg or deliver it by hand to AXA Customer Care Centre.

This email 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 us at 6841 2928 or jimmychen@lkkauto.com. Please quote our claim reference when you contact us that we can assist you more effectively.

Best Regards,

Jimmy Chen | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6841-2928 | email: jimmychen@lkkauto.com | fax: 6741-4108

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

LETTER OF AUTHORITY

To Whom It May Concern:

ACCIDENT INVOLVING SLV4685P & XD4496X ALONG CLEMENTI AVE 6
TOWARDS AYE (GIVE WAY SIDE) ON 16.05.2019 @ 15:25

I, SH AUTO RENTAL AND LEASING PTE LTD Nric No. 201438489C
 of 8 KAKI BUKIT AVE 4, #02-41/42 PREMIER / KAKI BUKIT, SINGAPORE 415875

Owner of motor vehicle no. SLV 4685 P 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:	XD 4495X	(Insd veh)	Model: TOYOTA AXIO
	SLV 4685P	(TP veh)	
Date of Accident/ Time:	16/05/2019		

Repair Estimate	: \$	8,912.99	
Final Repair Cost	: \$		
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$		days at \$ per day
LTA / GIA Search Fee	: \$		
Others:	: \$		
	: \$		
Final Settlement Sum (Global Sum)	: \$	5,900.00	
Payee Name : ESTEEM PERFORMANCE 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:

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: 30.12.2019



Signature of Witness / Workshop stamp (if applicable)

Name of Witness: Severine

Date: 30.12.2019

MTH

Signature of AXA's surveyor/representative:

Name of AXA's surveyor /Representative:

Date:

VEHICLE RENTAL CONTRACT
NO: ELPL2018/00000

CONTRACT IS MADE ON THE _____, _____, 2019

Between

Name: Ng Wei zhan
 (NRIC/Registration No. S1449391C)

Having a Correspondence address at:

Blk 707 Choo Chu Kang
Street 53 #12-124
Singapore 680707

TEL: 84398295 / 82856828

Hereinafter known as the "HIRER" of one part

And

ESTEEM LEASING PTE. LTD.
 (Registration No. 201807215D)

Having an address at:

8 KAKI BUKIT AVENUE 4
#02-42
PREMIER @ KAKI BUKIT
SINGAPORE (415875)

Hereinafter known as the "OWNER" of one part

Vehicle

Make & Model: Toyota Axió
 Registration Number: SLV 4684P



Hereinafter known as the "VEHICLE" of one part

REMARK:

DOWNTIME: (_____ days)

~~PETROL VOUCHER~~

Deposit:

Balance:

Signature: _____

Name: _____

NRIC: _____

Company's Stamp: _____

1. TERMS OF RENTAL

- 1.1 The OWNER will let and the HIRER will take on hire upon the terms and conditions the VEHICLE.
- 1.2 The contract is for a fixed period of _____ commencing from this date 26. Nov. 2019.
- 1.3 For extension of lease/rental term, confirmation for the extension shall be endorsed by HIRER on the annex A subjected to the OWNER's approval and asset availability.

2. PAYMENT OF RENTAL

- 2.1 The rental rate is \$ 78 /- per day, with interest-free security deposit of SS refundable upon completion of the contract period and return of vehicle in fit and proper condition.
- 2.2 The HIRER shall pay the OWNER the full rental rate and the interest-free security deposit upon the collection of the VEHICLE.
- 2.3 The HIRER shall pay the OWNER all charges relating to the rental of the VEHICLE, together with any additional amount that may be due at the end of the rental. Where the HIRER is a company, the HIRER shall be jointly and severally liable with the owners of the business/company.
- 2.4 First reminder will be sent on the 3rd day after due date with no penalty incurred. OWNER will charge a late payment penalty of a daily increment of 5% interest on weekly principal amount in lapse until the full payment of all overdue amounts is collected or letter of demand will be issue.
- 2.5 The HIRER will pay the OWNER on demand; expenses for collection or repossession, including court fees and reasonable attorney's fees, incurred by OWNER in pursuing claims against HIRER.

3. TERMINATION OF RENTAL

- 3.1 This Contract shall terminate if the HIRER is in breach of any of his or her obligations under this Contract.
- 3.2 This Contract shall terminate if the HIRER is facing or awaiting bankruptcy proceedings.
- 3.3 Should the HIRER terminate the Contract prematurely, the HIRER will be liable to pay the OWNER the balance of the unused period during the fixed term, including all rentals due and unpaid (including interest) at the date of termination. The interest-free security deposit will be forfeited. Section 2.5 will apply when applicable.
- 3.4 The OWNER reserves the right to terminate the Contract at any time for breach of Clause 5.4 or default under Clause 2. In which case, Clause 2.5 shall apply and the interest-free security deposit will be forfeited.
- 3.5 Upon termination of the Contract, the HIRER shall return the VEHICLE and all its accessories, tools and documents as stated in Section 4.

4. VEHICLE CONDITION AND RETURN

- 4.1 VEHICLE is delivered to the HIRER in good condition. The HIRER agrees to return the VEHICLE in the same working condition with no unauthorized repair (except ordinary wear and tear) to the OWNER and on the date specified (or sooner, if demanded by OWNER) with the fuel level as per commencement date of rental.
- 4.2 OWNER shall be responsible for reasonable maintenance and repair only, as per recommended by the manufacture or appointed workshop. OWNER shall also change worn or bald tyres when necessary. HIRER shall be responsible for punctured or cracked tyres due to negligence. HIRER shall also be responsible for suitable tyre pressure and similar; basic maintenance like radiator water/oil level. HIRER will inform OWNER immediately when vehicle due for servicing/maintenance.
- 4.3 HIRER shall not fix any accessories to or modify the VEHICLE in any way without prior written consent of the OWNER and prior to the expiry or termination hereof to remove any approved accessories and to reinstate the VEHICLE to its former conditions at all costs of the HIRER. HIRER shall not remove or deface any label marks or indicia affixed to the VEHICLE.
- 4.4 In the event of accidental damage to the VEHICLE or if the VEHICLE is returned in an unsatisfactory condition, all charges for repair, damage cost, servicing and/or restoration works to its original condition will be imposed to the HIRER.
- 4.5 If the VEHICLE is lost/theft due to negligence, accidental total loss or confiscated for illegal acts by government authority during the rental period and while in the possession of the HIRER/Driver, the HIRER shall pay OWNER the full cost of the VEHICLE or the cost of obtaining a replacement vehicle as well as compensation to OWNER for the loss of use of such vehicle for the period required to obtain the replacement vehicle.

- 4.6 The "loss of use" shall be the charges of rental rate as agreed by the HIRER in this agreement. Section 2.5 will apply when applicable.
5. **AUTHORIZED AND PROHIBITED USE**
- 5.1 The VEHICLE can only be driven by the HIRER or by the person whom have been expressly authorized. HIRER shall also inform OWNER of any changes of Driver/s and/or authorized person without delay. Failure to do so, OWNER shall not be responsible: (a) for the incorrect furnishment of particulars for traffic offences; (b) declined coverage of motor insurance.
- 5.2 The HIRER (and authorized Driver/s) will be liable for the policy excess for all damage/s and claims incurred during the rental contractual period.
- 5.3 For Passenger vehicles, HIRER (and authorized Driver/s) must be more than 22 years of age and below 69 years of age, the first S\$ 1500 (Section I) & S\$ 1500 (Section II) will be charged for Singapore use only. HIRER has to inform OWNER should the VEHICLE require to be used in Malaysia, an additional excess of S\$ 3000 (Section I) & S\$ 3000 (Section II) will be charged for Malaysia use. Towing in Malaysia shall be at the hirer's own expense. **Take Note that our policy does not cover any driver who is below 22 years old or with less than 2 years driving experience.**
- 5.4 The VEHICLE must NOT be used;
- (a) for testing or racing or for illegal purposes whether in connection with theft, drug peddling or trafficking, smuggling of goods or any other criminal activities;
 - (b) in abusive, careless reckless or negligent manner;
 - (c) by anyone under the influence of alcohol, intoxicants, medication or drugs which will affect the ability to drive or operate the VEHICLE;
 - (d) to carry chemicals and goods that are improperly packed or contain offensive smelling or contaminated or hazardous or flammable products;
 - (e) by anyone whom OWNER has been given a false name, age, address or other information.
6. **LIABILITY INSURANCE**
- 6.1 The Hirer or authorized driver(s) shall report all accidents involving the said vehicle to the Owner immediately and should there be bodily injuries also to the police not later than 24 hours after the accident and will also deliver to OWNER every summons, complaint or paper of any kind received by HIRER and authorized Driver in any way relating to any accident involving the VEHICLE while rented under this Agreement.
- 6.2 The HIRER (and authorized Driver/s) will not aid or encourage the filing of any claim by any third party claimant or admit liability as a result of any accident and will cooperate fully with OWNER and its insurer in the investigation and defense of any claim or lawsuit. All repairs must be carried out by OWNER or its insurer's authorized workshop unless with prior approval by OWNER.
- 6.3 Coverage does NOT apply to:
- (a) injury to or destruction of property owned by, rented to, in charge of or transported by the HIRER;
 - (b) any liability of any nature whatsoever of a driver who is not an Authorized Driver; an accident which occurs while Vehicle is violation of Section 5;
 - (c) any Authorized Driver who has been rejected insurance coverage by any insurance company.
 - (d) Failure to comply point 5 and 6 shall result in hirer / driver bearing full responsibility of any claims or lawsuits.
7. **CHANGE OF VEHICLE**
- 7.1 If for any reason, the VEHICLE or any vehicle ordered by the HIRER prior to the commencement of the period of rental is not available at the time of commencement, OWNER shall have the right to replace the vehicle with an alternative vehicle of the similar type, seating capacity and performance but not necessarily with the same make and model.
- 7.2 For the purposes of servicing or repair to be carried out by OWNER, OWNER will substitute the VEHICLE with another vehicle but not necessarily with one of the same make and model. This replacement is variable at OWNER'S discretion.

Signature of personal guarantor)
 Name of guarantor)
 I/C No:)
 Address)

Signature of Witness)
 Name)
 I/C No:)
 Address)

11. PAYMENT
 Company Holder : ESTEEM LEASING PTE LTD
 Account Number : 042-1110-3960
 Bank : MAYBANK(MALAYAN BANKING BERHAD)

OR

BANK: UNITED OVERSEAS BANK (UOB)
 Account Number : ~~042-1110-3960~~
 451-3086-304

SVC booking : 67522112
 Towing at hrs : 88689922
 Tyre puncture : 9136-7185



Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0005529-2

Print Date/Time : 18 May 2019 / 18:24:50

Receipt Date/Time : 16 May 2019 / 18:24:49

Tax Invoice/Receipt

Receipt No. : ITNET-00000-190516-003082

Previous Receipt No. :

**S/N Item Description/
Business Transaction Reference
No.**

Amount Before GST (\$)	GST Amount (\$)	Amount After GST (\$)
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Result of Insurance Enquiry - SLJ5728G

As at 14 May 2019/07:15:00

Insurance Co: AIG ASIA PACIFIC INSURANCE PTE. LTD.

1 Insurance Enquiry - SLJ5728G
Enquiry Fee
20190516182335959066

7.00	0.49	7.49
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Sub-Total

7.00	0.49	7.49
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Result of Insurance Enquiry - XD4496X

As at 16 May 2019/15:25:00

Insurance Co: AXA INSURANCE PTE LTD

2 Insurance Enquiry - XD4496X
Enquiry Fee
20190516182335991823

7.00	0.49	7.49
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Sub-Total

7.00	0.49	7.49
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Total Before Rounding

14.00	0.98	14.98
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Rounding Difference

0.03

Total Amount Payable

14.95

Paid By

201905161823356778 Direct Debit: eNETS Debit
(Internet Banking)

14.95

Total

14.95

Cash Change

0.00

Tendered Amount

14.95

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.