

## Cecilia Chong (LKK Auto)

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**From:** Cecilia Chong (LKK Auto)  
**Sent:** Friday, 6 September 2019 12:27 PM  
**To:** 'claims'  
**Cc:** diskayao@ava-ins.com; alicelim@ava-ins.com; Ng Wai Yin; 'Jasmine Tan'  
**Subject:** YOUR REF: SHD 427L (OUR REF: CC4/ASM19010895/Kga3) \*\*\* ACCIDENT INVOLVING SHD 427L & SLQ 4460Y ON 13/06/2019 \*\*\*

06 SEPTEMBER 2019

Transcab Taxi  
Singapore

Dear Sir,

**OUR REF : CC4/ASM19010895/Kga3**  
**YOUR REF : SHD 427L**

**ACCIDENT INVOLVING SHD 427L (AXA) AND SLQ 4460Y ALONG/AT SOUTH BRIDGE RD ON 13/06/2019**

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 SLQ 4460Y 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 [cst@axa.com.sg](mailto:cst@axa.com.sg) / [ceciliachong@lkkauto.com](mailto: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](mailto: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](mailto:CeciliaChong@lkkauto.com) | fax: 6741-4108

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

**LKK**

Auto  
Consultants  
Pte Ltd

*Save the Earth. Print only when necessary.*

## LETTER OF AUTHORITY

To Whom It May Concern:

ACCIDENT INVOLVING SQ 4460 Y & SHD 127 L  
along south bridge road towards cross street on 13/06/2019 @ 09:40

I, Grab Rentals Pte Ltd Nric No. 201617200G  
of 18 Sin Ming Lane #01-08 Midview City Singapore 573960  
Owner of motor vehicle no. SQ 4460 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:	SHD 427L (Insd veh)	Model: TOYOTA PRIUS HYBRID 1.8CVT
	SLQ 4460Y (TP veh)	
Date of Accident/ Time:	13/06/2019	

Repair Estimate	: \$	3,674.35	
Final Repair Cost (WITH GST)	: \$	1,631.84	
Loss of Use	: \$	—	days at \$ per day
Rental (if any)	: \$	151.88	2 days at \$ 75.94 per day
LTA / GIA Search Fee	: \$	7.45	
Others:	: \$		
	: \$		
Final Settlement Sum	: \$	1,791.17	
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:

- 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: *Carmen Lim*

Date: 30.10.2019



Signature of Witness / Workshop stamp (if applicable)

Name of Witness: *Serene Chee*

Date: 20.10.2019

Signature of AXA's surveyor/representative:

Name of AXA's surveyor /Representative:

Date: 31.10.19



\*The contents of this document apply to vehicle damages only  
All personal injuries and damages arising therefrom are excluded  
from the ambit and application of this document\*

**CONFIDENTIAL**  
**SCHEDULE TO VEHICLE RENTAL AGREEMENT**

Date:	06/04/2019	Vehicle Rental Agreement No.	15811
<b>Renter Details</b>		<b>Additional Driver (if any)</b>	
<input type="checkbox"/> Name	Kim Kwee Ang	<input type="checkbox"/> Name	
<input type="checkbox"/> Address	Blk 11 Joo Seng Road #20-110	<input type="checkbox"/> Address	
<input type="checkbox"/> Date of Birth	03/30/1962	<input type="checkbox"/> Date of Birth	
<input type="checkbox"/> NRIC/Passport No.		<input type="checkbox"/> NRIC No.	
<input type="checkbox"/> Driving License No.	S1519509F	<input type="checkbox"/> Driving License No.	
<input type="checkbox"/> Telephone No.	6593228399	<input type="checkbox"/> Telephone No.	
<input type="checkbox"/> Mobile No.		<input type="checkbox"/> Mobile No.	
<b>Vehicle Description</b>		<b>Additional Driver (if any)</b>	
<input type="checkbox"/> Vehicle No	SLJ4460Y	<input type="checkbox"/> Name	
<input type="checkbox"/> Make/Model	TOYOTA Prius	<input type="checkbox"/> Address	
<b>Rental Period</b>		<input type="checkbox"/> Date of Birth	
<input type="checkbox"/> Minimum Rental Period	91	<input type="checkbox"/> NRIC No.	
<input type="checkbox"/> Date/ Time Checked Out	06/04/2019	<input type="checkbox"/> Driving License No.	
<input type="checkbox"/> No. of Days		<input type="checkbox"/> Telephone No.	
<input type="checkbox"/> Expected Date/Time of Return	09/03/2019	<input type="checkbox"/> Mobile No	
<input type="checkbox"/> Actual Date/Time of Return			
<b>Rental Charges* &amp; Deposit</b>			
<input type="checkbox"/> ( ) RR Rental Charges/Day	Per day @ S\$85.00 Per week @ S\$595.00	Deposit Received	S \$500.00
<input checked="" type="checkbox"/> (X) ER Promotion Rental Charges/Day	Per day @ S \$75.94 Per week @ S\$531.65	Total Amount Received*	S \$37.98
<input checked="" type="checkbox"/> (X) CDW Charges/Day	Per day @ S\$4.28 Per week @ S\$29.96	* Inclusive GST	
Rental Period	91 days / 13 weeks	Total Rental Charges	S \$0.00

Insurance Matters (Accident/Theft)				
Liability Assessment / Nature of Incident	Non-Refundable Excess Payable by Renter*			Rental Charge / Replacement Vehicle
	Section 1 (Own Damage)*	Section 2 (3rd Party Damage If applicable)*	Renter or authorised driver(s) is below 26 years of age	
3rd Party Fault	S\$2,140.00	S\$2,140.00	S\$1,605.00	Rental Charges waived or replacement vehicle provided (subject to availability)
Own Fault (inclusive of accidents in Malaysia)	S\$2,140.00	S\$2,140.00	S\$1,605.00	No waiver of Rental Charges & no replacement vehicle provided
Act of God	S\$2,140.00	Not applicable	S\$1,605.00	Rental Charges waived or replacement vehicle provided (subject to availability)
Stolen Vehicle	S\$2,140.00	Not applicable	S\$1,605.00	Rental Charges waived or replacement vehicle provided (subject to availability)
Damage to Windscreen	S\$107.00	Not Applicable	Not Applicable	No waiver of Rental Charges & no replacement vehicle provided
Unreported or late reporting of accidents	Renter is liable for 3rd parties & own vehicle repair costs associated with the accident			No waiver of Rental Charges & no replacement vehicle provided

\* excess payable is accumulative & inclusive of GST

<b>Payment Method</b>			
<input checked="" type="checkbox"/> Driver Wallet		<input type="checkbox"/> Cash	S\$
<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, including my vehicle location information (through various channels and methods such as through the use of telematics technology), 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/](http://www.grab.com/sg/privacy/)):

- (a) administration of the vehicle rental under the Agreement;
- (b) to help maintain the safety, security and integrity of the products and services of the Grab group;
- (c) to improve and enhance the products and services of the Grab group;
- (d) to administer the driver-partner relationship between the Grab group and myself;
- (e) for internal tracking, analysis and administrative purposes;
- (f) to communicate with me; &
- (g) 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:**

Where the Renter & all authorised drivers (each of which hold a valid PDVL or TDVL) are 26 years of age or older, the Renter shall enjoy the following Discount:

Renter shall only be liable to pay S\$535.00 in insurance excess (for each section) instead of the excess amount indicated in the Insurance Matters table above (Sections 1 & 2 ONLY) PROVIDED THAT the Renter fulfills all of the following:

- fulfilment of Minimum Rental Period
  - timely payment of all Rental Charges at all times
  - timely reporting of all accidents, thefts & other incidents in accordance with the Agreement
  - there are no accidents, thefts or other incidents occurring within the first week of rental
  - the Renter at all times is in full compliance with the Agreement & any other undertakings & arrangements entered into with Lessor or its affiliated entities
- ("Qualifying Incident").

The Lessor may at its sole discretion allow or disallow an incident to count as a Qualifying Incident.

The above Discount may be cancelled at any time at the Lessor's sole discretion. In the case of cancellation, the CDW Charges rate shall no longer apply & instead the ER Promotion Rental Charges rate (only) shall apply (subject to the relevant terms & conditions being continually fulfilled in order for the ER Promotion Rental Charges rate to apply), & the Lessor shall hold to the credit of the Renter the amount comprised in the CDW Charges (where paid) ("Credit Amount"). The Credit Amount may be applied by the Lessor to satisfy any & all costs & payments due to the Lessor under the Agreement.

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

[insert description of promotion(s) &/or refer to relevant section above if already described above]

**Agreement**

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



Renter's Signature/Stamp  
Date:



Authorised Signatory/Stamp  
Grab Rentals Pte Ltd

&gt; Back to OneMotoring



Land Transport Authority  
10 Sin Ming Drive  
Singapore 575701  
GST Registration No. : M4-0006529-2

Print Date/Time : 19 Jun 2019 / 10:20:35

Receipt Date/Time : 19 Jun 2019 / 10:20:35

**Tax Invoice/Receipt**

Receipt No. : ITNET-00000-190619-000728

Previous Receipt No. :

S/N	Item Description/ Business Transaction Reference No.	Amount Before GST (\$)	GST Amount (\$)	Amount After GST (\$)
Result of Insurance Enquiry - SHD427L				
As at 13 Jun 2019/09:40:00				
Insurance Co: AXA INSURANCE PTE LTD				
1	Insurance Enquiry - SHD427L Enquiry Fee 20190619101847889411	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				
	20190619101840	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.