

## Cecilia Chong (LKK Auto)

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**From:** Cecilia Chong (LKK Auto)  
**Sent:** Wednesday, 13 November 2019 9:05 AM  
**To:** 'claims'  
**Cc:** jasminetan@transcab.com.sg; 'Ng Wai Yin'; 'alichelim@ava-ins.com'; 'diskyao@ava-ins.com'  
**Subject:** YOUR REF: SHD 5394P (OUR REF: CC4/ASM19014027/Kga3) \*\*\* ACCIDENT INVOLVING SHD 5394P & SMA 3422L ON 10/08/2019 \*\*\*

Dear Sir/Madam,

OUR REF : CC4/ASM19014027/Kga3  
YOUR REF : SHD 5394P

### ACCIDENT INVOLVING SHD 5394P & SMA 3422L ALONG/AT BEACH ROAD OUTSIDE SHAW TOWER ON 10/08/2019

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 third party claim(s) from M/S ESTEEM PERFORMANCE PTE LTD acting on behalf of the owner of SMA 3422L 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.

Please be informed that your No Claim Discount (NCD) may be affected as a result of the claim against your policy. We also wish to inform you that Section II of the Motor Insurance Policy is attached, and capped, with an excess of **\$5,000.00** for third party claim settlements.

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 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 to [ceciliachong@lkkauto.com](mailto:ceciliachong@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)
- Coloured photographs of accident scene (if any)
- Coloured photographs of damage to all vehicles involved (If any)
- Copy of the letter of authorization
- 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 [ceciliachong@lkkauto.com](mailto:ceciliachong@lkkauto.com) or deliver it by hand to AXA 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), 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 as at Ms. Cecilia Chong (LKK Handler) 6749 4274 or [ceciliachong@lkkauto.com](mailto:ceciliachong@lkkauto.com). Please quote our 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:

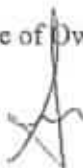
ACCIDENT INVOLVING SMA 3422 L & SHD 5394 P ALONG BEACH ROAD  
OUTSIDE SHAW TOWER ON 10.08.2019 @ 19:10

I, ESTEEM LEASING PTE LTD Nric No. 201807215D  
of BLK 5033 ANG MO KIO IND PARK 2 #01-259 SINGAPORE 569536  
Owner of motor vehicle no. SMA 3422 L 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 8394P	(Insd veh)	Model: TOYOTA CHR
	SMA 3422L	(TP veh)	
Date of Accident/ Time:	10/08/2019		

Repair Estimate	: \$	38,55.18	
Final Repair Cost	: \$	616.86	(W/O ST)
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$	83.00	1 days at \$ 83.00 per day
LTA / GIA Search Fee	: \$	7.48	
Others:	: \$		
Final Settlement Sum	: \$	607.34	

Payee Name: ESTEEM PERFORMANCE PTE LTD

Is Third Party Workshop GIA Registered? ☐ YES ☒ 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: *19.12.19*

Signature of Witness / Workshop stamp (if applicable)

Name of Witness: *Serenid Cher*

Date: *19.12.19*

Signature of AXA's surveyor/representative:

Name of AXA's surveyor /Representative:

Date:

*20/12/19*

## VEHICLE RENTAL CONTRACT

NO: ELPL2019/0000

CONTRACT IS MADE ON THE 05, August, 2019

Between Name: MR TAI ZHI TING, JOEY  
(NRIC/ Registration No. S8831687H)

Having a Correspondence address at:  
APT BLK 266 PASIR RIS STREET 21  
#02-408 SINGAPORE 510266

TEL: 83281005

NEXT OF KIN NAME TAI LIP YIN

H/P 83281017

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 &amp; Model: TOYOTA C-HR 1.8

Registration Number: SMA3422L

Hereinafter known as the "VEHICLE" of one part

REMARK:

DOWNTIME: (20 days) After 3 mths

Deposit: \$1000

Deposit Balance: \$500 Installment

\$100 per week.

Signature:

Name: TAI ZHI TING, JOEY

SALESPERSON: Aaron Ho

NRIC: S8831687H

Company's Stamp:

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+ \$6 CDW per day  
\* NO CLAIM BONUS \$600



# 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 12 Months commencing from this date 05/08/2019 7.
- 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 \$83/- per day, with interest-free security deposit of SS 1000 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 Reminder will be sent on due date.
- OWNER will charge a late payment penalty 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/stolen 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\$ — (Section I) & S\$ — (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\$ — (Section I) & S\$ — (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. Windscreen Excess \$107/- inclusive GST + Decal : \$20/- payable in event of damages. A one time insurance excess offer of Excess 1 \$535 and Excess 2 \$535 is given for the term of contract not covered for Malaysia used. Subsequently hirer will have to pay the excess as stated in the contract.
- 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 hiber / 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.

## 8. HIRER'S COVENANT

The HIRER agrees with OWNER as follows:

- (a) To operate or cause the VEHICLE to be operated at all times during the term hereof by qualified drivers having valid and current license;
- (b) NOT make or permit to be made any repairs or adjustments to the VEHICLE but shall promptly notify the OWNER of all cases of breakdown or damage.
- (c) To pay for all fines and penalties in respect of arising out of the use of the VEHICLE that may be imposed by any authority in relation to traffic offences.
- (d) To inform OWNER when VEHICLE is due for servicing and servicing shall only be done at OWNER appointed workshop.
- (e) To constantly check and maintain VEHICLE engine oil and radiator level and to inform OWNER immediately of any malfunction of VEHICLE.
- (e) The Hirer shall not abandon the said vehicle without adequate provisions for safeguarding and security the same time.
- (f) Failure to comply with any term(s) or condition(s) of this vehicle rental contract will render the Hirer liable for all costs, third party claims or lawsuit. The Owner shall not be liable for any cost, claims or lawsuit.

## 9.

### ACCEPTANCE OF RENTAL

IN WITNESS WHERE OF the parties hereto having set their respective hands and seals and of the day and year first above written.



10.

Signed by the OWNER  
**ESTEEM LEASING PTE. LTD.**  
 8 KAKI BUKIT AVENUE 4  
 #02-42  
 PREMIER @ KAKI BUKIT  
 SINGAPORE (415875)  
 (Registration No. 201807215D)



Signed by the HIRER  
 Name : TAI ZHI TING JOEY  
 (NRIC/Registration No. S8831687H)  
 Company's Stamp  
 (if applicable)

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 : 451-3086-304

**DAYTIME**

- BREAKDOWN : 9729 2526
- BOOKING SERVICING : 6459 1221

**MIDNIGHT**

- TYRE PUNCTURED : 9136 7185
- UNI TOWING : 8868 992 / 8686 0800

&gt; Back to OneMotoring



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

Print Date/Time : 13 Aug 2019 / 14:58:26

Receipt Date/Time : 13 Aug 2019 / 14:58:26

**Tax Invoice/Receipt**

Receipt No. : ITNET-00000-190813-001860

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 - SLR209D <i>SL 4582T</i> As at 15 Aug 2019/17:00:00 Insurance Co: FWD SINGAPORE PTE. LTD.				
1	Insurance Enquiry - SLR209D Enquiry Fee 20190813145711782642	7.00	0.49	7.49
Sub-Total		7.00	0.49	7.49
Result of Insurance Enquiry - SHD5394P <i>SLA 3422L</i> As at 10 Aug 2019/19:10:00 Insurance Co: AXA INSURANCE PTE LTD				
2	Insurance Enquiry - SHD5394P Enquiry Fee 20190813145711836584	7.00	0.49	7.49
Sub-Total		7.00	0.49	7.49
Result of Insurance Enquiry - SLK7013S <i>SLK 546A</i> As at 09 Aug 2019/19:07:00 Insurance Co: NTUC INCOME INS CO-OP LTD				
3	Insurance Enquiry - SLK7013S Enquiry Fee 20190813145711904565	7.00	0.49	7.49
Sub-Total		7.00	0.49	7.49
Total Before Rounding		21.00	1.47	22.47
Rounding Difference				0.02
Total Amount Payable				22.45
Paid By				
		Credit Card: xxxxxxxxxxxx5823 Visa/MasterCard		22.45
Total				22.45
Cash Change				0.00
Tendered Amount				22.45
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.



# POSTING RECEIPT FOR REGISTERED ARTICLE(S)

Singapore Post Limited  
(Incorporated in Singapore)  
10 Raffles Place  
Singapore 048600

Tel: 1800-  
Fax: 1800-5714  
To check delivery status or to raise an enquiry  
on your registered article(s), please visit  
www.singpost.com

(Sundanes)

## NOTES:

- Separate forms are to be used for Insured and Non-Insured Registered Article.
- Please provide all information required and produce this receipt for all enquiries.
- Please tick where applicable. It shall be assumed no Advice of Receipt (A/R) is required or delivery by air is requested if relevant \* is left blank.
- Please indicate the return address on the item(s) to ensure prompt return in event of non-delivery to the addressee(s).
- Please post item(s) at the post office counter according to the sequence stated below.

1. Name & Address of Addressee		For Official Use Only (Item numbers are printed in order of posting at counter)	
ESHAN LOGISTICS PTB LTD 754 WOODLANDS CIRCLE #02-574 SINGAPORE 731754 (G88 3784R)		AP* : <input checked="" type="checkbox"/> Y ( ) N	DP* : ( ) AIR ( ) SUR
		Insurance* : ( ) Y SS ( ) N	
2. Name & Address of Addressee			
SHEN WONGING BLK 14 TECK WHE LANE #13-198 SINGAPORE 610014 (SHD 5394P)		AP* : <input checked="" type="checkbox"/> Y ( ) N	DP* : ( ) AIR ( ) SUR
		Insurance* : ( ) Y SS ( ) N	
Sender's Address		Comments	

I have read, understood and agreed to the terms and conditions of posting overleaf. I accept the maximum liability payable for Registered Mail Services and certify that all information provided by me is true and the item(s) does not contain any hazardous or prohibited item(s).

Name & Signature

Date

PT10

09/2014



MPR-02119312008097



MacPherson Road  
Singapore Post Limited  
10 Eunos Road B  
Singapore Post Centre  
Singapore 408600  
GST Reg. No. : M2-0105651-9  
Customer Service Hotline: 1605

Date/Time 8/11/2019 10:13

No.	Description	Amount (\$)
1	Accept Registered Article Item	0.00
1.	Ref: RC28262234050 Ctry : SG Transaction No.: 8135193120020	
2	Sale of Postage Label (Domestic)	2.54
	Quantity: 1	
	Unit price: 2.54	
	Total GST: 0.17	
	Ref.: RC28262234050	
	Insurance: 0.00	
	Postage paid: 2.54	
	Transaction No.: 8135193120021	
3	Accept Registered Article Item	0.00
1.	Ref: RC28262235350 Ctry : SG Transaction No.: 8135193120022	
4	Sale of Postage Label (Domestic)	2.54
	Quantity: 1	
	Unit price: 2.54	
	Total GST: 0.17	
	Ref.: RC28262235350	
	Insurance: 0.00	
	Postage paid: 2.54	
	Transaction No.: 8135193120023	
	Total GST	0.34
	Total Amount	5.08
	Cash	5.08

Enjoy up to 3% cashback on eligible online and retail spend with the Spree Credit Card. No minimum spend required. T&Cs apply. Sign up now at [singpost.com/spreecard](http://singpost.com/spreecard)

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