

ASSESSORS REPORT MOTOR THIRD PARTY

Private & Confidential for the Consideration of Legal Advisors Privileged

AI REF: 2895614

ACTING ON BEHALF OF:		Suncorp Insurance C/- AAI Limited			
ADDRESS:	PO BOX 2159 Brisbane QLD 4001	CLAIM NO:	M086700752		
REC'D FROM:	Brett 08/05/2024	SUM INSURED:			
THIRD PARTY:	NATALISA SEMBIRING	PHONE:			
INSPECT AT:	20 Aristoc Road GLEN WAVERLEY VIC 3150	ON:	09/05/2024		
DOM:	05/2023	MAKE:	BYD	MODEL:	Atto 3
REGO:	1ZV8WR	EXPIRY:		SPEEDO:	404
VIN NO:	LGXCE4CB1P2108485				
BODY:	WAGON	TRANS:	AUTOMATIC	ENGINE:	4 CYL
COLOUR:	BLUE	STEERING:	OPERATIVE	BRAKES:	OPERATIVE
CONDITION:	Above Average	INTERIOR:	AS NEW	EXTERIOR:	AS NEW
TYRES:		N/S/F:	SERVICEABLE	O/S/F:	SERVICEABLE
		N/S/R:	SERVICEABLE	O/S/R:	SERVICEABLE
QUOTE NO:	10930	QUOTE DATE:	08/05/2024	REPAIRTIME:	12 W/DAYS
ACCESSORIES:					

		QUOTED ASSESSED			
RR LABOUR:	\$8,190.00	\$4,152.40	REPAIRER:	SHEEN PANEL SERVICE (GLEN WAVERLEY)	
REPAIR LABOUR:	\$1,540.00	\$917.00			
PAINT LABOUR:	\$7,920.00	\$4,072.00	ADDRESS:	20 ARISTOC ROAD GLEN WAVERLEY VIC	
TOTAL LABOUR:	\$17,650.00	\$9,141.40			
PARTS:	\$2,146.12	\$1,453.11	PHONE:	0395605222	
SUBLET:	\$0.00	\$0.00	FAX:	0395600933	
MISC:	\$1,095.00	\$890.00	QUOTE NO:	10930	
ADDITIONAL/SUPP:	\$0.00	\$0.00			
TOTAL ESTIMATE EXCL GST:	\$20,891.12	\$11,484.51	QUOTE DATE:	08/05/2024	
GST:	\$2,089.11	\$1,148.45			
TOTAL ESTIMATE:	\$22,980.23	\$12,632.96			
LESS EXCESS (TOTAL):	\$0.00	\$0.00			
TOTAL REPAIR COST INCL GST:	\$22,980.23	\$12,632.96			

ATTACHED:

COMMENTS:

1.0 TPI Demand Review Report

This Report and acknowledgment is the expert witness report of Steve Kouis.

Privileged and Confidential, Prepared for the purpose of actual or anticipated litigation.

I have read the Magistrates Court of Victoria Expert Witness Code of Conduct and I agree to be bound by it.
My qualifications and experience are attached to this acknowledgement.

2.0 Background:

Event: Motor Vehicle Collision

Collision Date: 28/03/2024.

I have been advised that motor vehicle registration number 1ZV8WR was damaged in a motor vehicle collision. I have been appointed to inspect and prepare an assessment report according to my findings.

3.0 Document Summary

I can advise that I inspected the vehicle on 09/05/2024 and subsequently prepared this assessment report as to the fair and reasonable costs based on my findings.

Inspection was carried out at 20 Aristoc Road Glenn Waverley.

In relation to this matter, I have been provided the following material documents and images.

4.0 Conflict of Interest:

I confirm that I do not have any conflict of interests as a result of acting as an expert in this matter.

5.0 Vehicle:

On review of the documents and photographs provided, the vehicle has been identified as:

Make: BYD

Model: ATTO 3
Variant: EV
Drive Type: FWD
Engine: 4 CYL
Transmission: AUTO
Registration: 1ZV8WR
VIN: LGXCE4CB1P2108485

The Vehicle is in above average pre-accident condition.

Based on the year make model details provided we have considered these when applying a reasonable market value.
I estimate the fair market value to be \$37,000.

The fair market value does include stamp duty and transfer fees.

6.0 Consistent Damage

On review of the images and the report material provided to date, the damages claimed are consistent to the collision event.

DAMAGES SUSTAINED

I noted the Vehicle has been repaired prior to my inspection.

Damages were to the r/h front to r/h side Body area.

7.0 Estimating Methodologies & Estimate Review

I have reviewed the Estimate Number 10930 that was submitted by Sheen Panels Glen Waverley and note the following:

8.0.1 Remove and Refit:

I have reviewed all the remove and replace items contained to the estimate. The Remove and Refit component of a repair estimate refers to the parts that need to be removed and refitted or replaced to repair and refinish the vehicle. These parts may not necessarily be damaged therefore remove and refit may have been necessary to allow access to damaged parts or to enable paint refinishing of different areas.

In the smash repair industry, the units charged for this work are standard units or allowances within a range. To conduct a review of this aspect of an estimate there is no need to see the vehicle to assess the allowances as these units are assessed based upon the assessor's experience. Similarly, an assessor with knowledge of and access to appropriate repair procedures, and or experience in assessing damage, would be familiar with parts that need to be removed and replaced to repair the evident damage.

I have reviewed the attached quote and have identified that certain labour component of this quote has not been completed or was not required as stated in the repair estimate. I have also found that some costs are excessive, and I have made the necessary adjustments.

8.0.2 Repair

Based on industry experience the assessed repair costs applied does not appear reasonable in relation to the damages associated to the incident in this case given the evidence provided to date.

On this basis I have adjusted the allowances to the repair areas to a reasonable range considering the activities and previous experiences within the industry. These have been noted within the attached assessed estimate.

8.0.3 Refinish

Based on the same process, consideration has been given to the estimate methodology clearly applied in this case. On this basis a series of adjustments have been applied within the review.

The TP applied cost however was in my opinion excessive and or include operations that are not required in the repair of the damages sustained as a result of the collision.

All adjustments applied have been itemised and noted within the attached assessed estimate.

I am of the opinion given the damage location that I have made reasonable allowance in relation to labour in this area.

8.0.4 Parts

Based on a review of the damages and I have applied reasonable parts allowances for damage considered associated to the collision, these have been noted within the attached assessed estimate.

Deletions have been applied relative to duplicated costs and or unnecessary allowances.

We have made a request for purchase invoices for parts supplied. Purchase invoices have not been supplied.

8.0.5 Miscellaneous / Materials

In this case we have reviewed the TP assessment and note a number of allowances are considered excessive in this case, on this basis amendment has been applied within the attached assessed estimate.

9.0 Reasonable repair time frame.

In relation to the time frame to undertake such a repairer I believe based on the information to hand at this review 12 business days would be reasonable.

10.0 Quantum

The repairer has advised that there are no outstanding supplementary estimates pending on this claim.

We believe a fair and reasonable cost of repairs based on my Re-inspection report is \$12632.96 inclusive of GST.

Adjustments have not been discussed with the repairer.

11.0 SUMMARY COMMENTS

We have completed a review on a without prejudice basis and have not entered discussion with any other party in relation to the opinion put forward in relation to reasonable repair cost.

I do reserve the right to request an opportunity to review any further material documents and or images presented in relation to this case with the right to amend my repair cost recommendation should additional information come to hand.

Regards
Steve Kouis

ASSESSED WITHOUT PREJUDICE

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The assessment has been conducted in accordance with reference made to current manufacturers repair guidelines

ASSESSED BY:	Steve Kouis	MOBILE:	0413833411	DATE:	09/05/2024
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ATTACHMENT

AI Ref: 2895614

Claim No:	M086700752	Third Party:	NATALISA SEMBIRING
Vehicle:	BYD Atto 3 EV	Rego:	1ZV8WR

I, Steve Kouis offer my expertise to assist with the true and proper determinations in the area of automotive repairs and associated costs.

I am engaged to determine Fair and Reasonable repair cost recommendations to the appointing Customer.

I am currently employed as Senior assessor Tapanda Pty Ltd.

Professional Experience:

I have 35 years experience in the automotive collision repair industry with my experience and qualifications listed below:

- * Panel Beating Certificate
- * LMA - Leadership Certificate
- * MTA Institute of Technology - Cert IV in vehicle loss assessing
- * Assessing Supervisor - Innovation Group - 10 years
- * Motor Vehicle Assessor - GIO - 2 years
- * Quality Controller - Doncaster BMW/Motor Vehicle repairer (Contractor) - 9 years
- * Director/Operator - Repair Shop Owner - 6 years

I, Steve Kouis confirm that the above is a true representation of my qualifications and experience. I offer my expertise in accordance with the Expert Witness Code Of Conduct From 44A, with the view to assist with the true independent and proper determinations in the area of automotive repairs and associated costs.

Steve Kouis
Senior Motor Assessor – Tapanda Pty Ltd

Form 44A

Rule 44.01

EXPERT WITNESS CODE OF CONDUCT

Application of Code

1. This Code of Conduct applies to any expert witness engaged or appointed:
 - (a) to provide an expert's report for use as evidence in proceedings or proposed proceedings; or
 - (b) to give opinion evidence in proceedings or proposed proceedings.

General Duties to the Court

2. An expert witness is not an advocate for a party and has a paramount duty, overriding any duty to the party to the proceedings or other person retaining the expert witness, to assist the Court impartially on matters relevant to the area of expertise of the witness.

Content of Report

3. Every report prepared by an expert witness for use in Court shall clearly state the opinion or opinions of the expert and shall state, specify or provide:

- (a) the name and address of the expert;
- (b) an acknowledgment that the expert has read this code and agrees to be bound by it;
- (c) the qualifications of the expert to prepare the report;
- (d) the assumptions and material facts on which each opinion expressed in the report is based (a letter of instructions may be annexed);
- (e) the reasons for and any literature or other materials utilised in support of each such opinion;
- (f) (if applicable) that a particular question, issue or matter falls outside the expert's field of expertise;
- (g) any examinations, tests or other investigations on which the expert has relied, identifying the person who carried them out and that person's qualifications;
- (h) to the extent to which any opinion which the expert has expressed involves the acceptance of another person's opinion, the identification of that other person and opinion expressed by that other person;
- (i) a declaration that the expert has made all the inquiries which the expert believes are desirable and appropriate, (save for any matters identified explicitly in the report) and that no matters of significance which the expert regards as relevant have, to the knowledge of the expert, been withheld from the Court;
- (j) any qualification of an opinion expressed in the report without which the report is or may be incomplete or inaccurate;
- (k) whether any opinion expressed in the report is not a concluded opinion because of insufficient research or insufficient data or for any other reason; and
- (l) where the report is lengthy or complex, a brief summary of the report at the beginning of the report.

Supplementary Report Following Change of Opinion

4. Where an expert witness has provided to a party (or that party's legal representative) a report for use in Court, and the expert thereafter changes his or her opinion on a material matter, the expert shall forthwith provide to the party (or that party's legal representative) a supplementary report which shall state, specify or provide the information referred to in paragraphs (a), (d), (e), (g), (h), (i), (j), (k) and (l) of clause 3 of this code and, if applicable, paragraph (f) of that clause.

5. In any subsequent report (whether prepared in accordance with clause 4 or not) the expert may refer to material contained in the earlier report without repeating it.

Duty to Comply with the Court's Directions

6. If directed to do so by the Court, an expert witness shall:

- (a) confer with any other expert witness;
- (b) provide the Court with a joint report specifying (as the case requires) matters agreed and matters not agreed and the reasons for the experts not agreeing; and
- (c) abide in a timely way by any direction of the Court.

Conference of Experts

7. Each expert witness shall:

- (a) exercise his or her independent judgment in relation to every conference in which the expert participates pursuant to a direction of the Court and in relation to each report thereafter provided, and shall not act on any instruction or request to withhold or avoid agreement; and
- (b) endeavour to reach agreement with the other expert witness (or witnesses) on any issue in dispute between them, or failing agreement, endeavour to identify and clarify the basis of disagreement on the issues which are in dispute.

Repairer

SHEEN PANEL SERVICE (GLEN WAVERLEY) -

Phone , Fax , Email admin.glenwaverley@sheengroup.com.au**ESTIMATE ASSESSED - Steve Kouis**

Suncorp Insurance

Owner

Vehicle 05/2023-BYD Atto 3

Reg No 1ZV8WR

Claim # M086700752

Our Ref 2895614

Quote No 10930

Assessor Steve Kouis

RR: (\$140)	Hrs		Adj
1. JACK & SUPPORT VEHICLE TO OH & S COMP	0.50	▶	0.43
2. DISCONNECT & RECONNECT BATTERY, E.C.U & ISOLATE	0.30		
3. R/H/F ROAD WHEEL & RETENSION NUTS	0.30		
4. R/H/F GUARD SPLASH LINER & RETAINERS	0.30		
5. R/H/F WHEEL ARCH FLARE MOULD & RESEAL	0.60	▶	0.54
6. L/H/F ROAD WHEEL & RETENSION NUTS	0.30		
7. L/H/F GUARD SPLASH LINER & RETAINERS	0.30		
8. LH/F WHEEL ARCH FLARE MOULD & RESEAL	0.60	▶	0.54
9. TOP LOCK COVER & CLIPS	0.20		
10. FRONT BAR GRILLE D&A	0.30		
11. LOWER GRAVEL TRAY & RETAINERS	0.30		
12. L/H HEADLIGHT & REFOCUS	0.30		
13. R/H HEADLIGHT & REFOCUS	0.30		
14. AIR DUCT INTAKE	0.20		
15. FRONT BAR COVER	2.00		
16. FRONT BAR COVER SENSORS INC RETRACE & TEST	1.00		
17. FRONT BAR ABSORBER	0.20	▶	0.00
18. FRONT BAR REO	0.35	▶	0.00
19. L/H/F GUARD D & A	0.30		
20. R/H/F GUARD D & A TO NEW	1.00		
21. R/H/F GUARD PORT COVER	0.30		
22. R/H/F GUARD INNER TRIMS	0.30		
23. FRONT WIPERS & RESWEEP	0.20		
24. SCUTTLE PANEL & RETAINERS INC SEAL & RESEAL	0.40		
25. ROPE & BACK MASK FRONT SCREEN	0.80	▶	0.54
26. R/H/F DOOR D & A	3.50	▶	3.21
27. R/H/F DOOR HANDLE & CAP	0.30		
28. R/H/F DOOR WIND LACE & RESEAL	0.20		
29. R/H/F DOOR MIRROR INC RETRACE & REWIRE	0.50		
30. R/H/F DOOR LOWER MOULD INC.CLEAN & RESEAL	0.50	▶	0.00
31. R/H/F SCUFF PLATE & RETAINERS	0.30	▶	0.00
32. R/H/F WEATHERSEAL & RESEAL	0.30		
33. R/H/F WINDSCREEN INNER TRIMS & PART DASH	0.60	▶	0.00
34. R/H/F SEAT BELT & LAP SASH	0.35	▶	0.00
35. R/H CENTER PILLAR TRIMS & FITTINGS	0.80	▶	0.00
36. L/H/F SCUFF PLATE & CLIPS	0.30	▶	0.00
37. L/H/F DOOR WEATHER SEAL & RESEAL	0.30		
38. L/H/F WINDSCREEN INNER TRIMS & PART DASH	0.60	▶	0.00
39. L/H/F SEAT BELT & LAP SASH	0.35	▶	0.00
40. L/H CENTER PILLAR TRIMS & FITTINGS	0.80	▶	0.00

41. REAR DOOR D & A	3.50	▶	3.00
42. R/H/R DOOR HANDLE OUTER	0.30		
43. R/H/R DOOR WINDLACE & RESEAL	0.30		
44. R/H/R DOOR LOWER MOULD & RETAINERS	0.50	▶	0.00
45. R/H/R SCUFF PLATE & CLIPS	0.30	▶	0.00
46. R/H/R DOOR WEATHER SEAL & RESEAL	0.30		
47. R/H/R SEAT BELT & LAP SASH	0.35	▶	0.00
48. REAR SEAT UPPER & LOWER	1.50	▶	0.00
49. L/H/R SCUFF PLATE & CLIPS	0.30	▶	0.00
50. L/H/R DOOR WEATHER SEAL & RESEAL	0.30		
51. L/H/R SEAT BELT & LAP SASH	0.40	▶	0.00
52. R/H/R ROAD WHEEL & RETENTION NUTS	0.30		
53. R/H/R QUARTER SPLASH LINER & RETAINERS	0.30		
54. R/H/R QUARTER FLARE & RESEAL	0.50		
55. L/H/F DOOR WINDLACE & RESEAL	0.30		
56. L/H/R DOOR WINDLACE & RESEAL	0.35		
57. L/H/R ROAD WHEEL & RETNETION NUTS	0.30		
58. L/H/R QUARTER SPLASH LINER & RETAINERS	0.30		
59. L/H/R QUARTER FLARE & RESEAL	0.50		
60. NEC.BOOT TRIMS & QUARTER TRIMS & FITTINGS	8.00	▶	2.14
61. R/H/R TAIL LAMP & RESEAL	0.30		
62. L/H/R TAIL LAMP & RESEAL	0.30		
63. TAILGATE WEATHER SEAL & RESEAL	0.30		
64. REAR UNDERBODY SPLASH TRAYS	0.30		
65. REAR B/BAR D & A	1.50		
66. REAR BAR ABSORBER	0.20	▶	0.00
67. REAR SENSORS INCRETRACE & REWIRE	1.00		
68. R/H QUARTER PANEL H/WARE & FITTINGS	0.35		
69. R/H/R QUARTER PANEL MOULD & RETAINERS	0.30		
70. L/H/R QUARTER PANEL MOULD & RETAINERS	0.30		
71. ROOF LIINER H/WARE & FITTINGS	2.00	▶	0.00
72. ROOF LINER INC.SAFE STORE	2.50	▶	0.00
73. MOON ROOF REMOVE & SAFE STORE	2.00	▶	0.00
74. MOON ROOF SEAL & RESEAL	2.00	▶	0.00
75. CURTAIN AIR BAGS INC.TIE BACK & SECURE	2.00	▶	0.00
76. R/H TURRET MOULD & RESEAL	0.80	▶	0.00
77. L/H TURRET MOULD & RESEAL	0.80	▶	0.00
78. AERIAL INC.RETRACE & REWIRE	0.30	▶	0.00
79. WORK BAY SET-UP	1.00	▶	0.36
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SubTotal Hrs	58.50	▶	29.66
SubTotal \$	\$8,190.00	▶	\$4,152.40

Repair: (\$140)	Hrs		Adj
80. RECAVITY WAX	0.35		
81. R/H/F DOOR	5.00	▶	3.57
82. PROOF-COTE	0.35		
83. NEC BLACK OUTS	0.80	▶	0.21
84. SEAM SEAL & DRIP CHECK	0.50		
85. R/H/R DOOR	2.00	▶	0.00
86. TRIAL FIT NEW PARTS & PANELS	1.50	▶	1.07
87. BADGE'S MEASURE & REAPPLY	0.50		

SubTotal Hrs	11.00	▶	6.55
SubTotal \$	\$1,540.00	▶	\$917.00

Paint: (\$160)

	Hrs		Adj
88. OVEN ALLOWANCE X2 (X2)	3.00	▶	1.00
89. MIX & MATCH	1.00	▶	0.41
90. FLEX AID & PLASTIC PRIME	0.50	▶	0.28
91. FRONT BAR COVER	3.50	▶	2.81
92. R/H/F GUARD	3.50	▶	2.63
93. R/H/F GUARD PORT COVER	0.50		
94. BONNET	4.50	▶	3.44
95. L/H/F GUARD	3.00	▶	2.38
96. R/H/F DOOR	3.50	▶	2.81
97. R/H/F DOOR HANDLE & CAP	0.50		
98. R/H/R DOOR	3.50	▶	2.81
99. R/H/R DOOR HANDLE OUTER	0.50		
100. R/H CANT RAIL & WINDSCREEN PILLAR	2.00	▶	0.00
101. R/H QUARTER PANEL	3.50	▶	3.00
102. TURRET	5.00	▶	0.00
103. L/H CANT RAIL & WINDSCREEN PILLAR	2.00	▶	0.00
104. L/H QUARTER PANEL	3.50	▶	0.00
105. DENIB, CUT & POLISH	3.50	▶	1.56
106. BRUSH TOUCH REMOVED NUTS & BOLTS	0.50	▶	0.19
107. HI FILL PRIMER, INC PREP , MASK & APPLY	2.00	▶	0.63

SubTotal Hrs	49.50	▶	25.45
SubTotal \$	\$7,920.00	▶	\$4,072.00

Total Labour Hrs	119.00	▶	61.66
Total Labour	\$17,650.00	▶	\$9,141.40

Part:	\$		Adj
108. R/H/F GUARD New - BY-13777446-00	\$411.15		
109. R/H/F GUARD WHEEL ARCH FLARE New - BY-13186506-00	\$108.54		
110. R/H/F GUARD BADGE BYD DESIGN New - BY-13255211-00	\$24.75		
111. R/H/F GUARD CHARGE PORT COVER BADGE New - BY-13508617-00	\$138.90		
112. FRONT BAR LOWER BLACK TEXT MOULD R/H New - BY-13161539-00	\$342.93		
113. FRONT BAR COVER New - BY-13816613-00 (REPAIRABLE)	\$694.50	▶	\$400.00
114. R/H/F BAR GUIDE New - BY-13201623-00	\$16.34		
115. FRONT BAR LOWER BODY New - 1316153900	\$342.93	▶	\$0.00
116. FRONT BAR BRACKET New - 1316155900	\$10.50		
117. SUN ROOF SEAL New - 1313526900	\$55.58	▶	\$0.00

SubTotal \$	\$2,146.12	▶	\$1,453.11
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Other:	\$		Adj
119. WORK SHOP SUPPLIES & SUNDRIES	\$80.00	▶	\$50.00

120. ENVIRONMENT LEVY	\$25.00	▶	\$10.00
121. SUPPLY OF WAXES, SEALERS & SPRAY	\$80.00		
122. ELECTRICAL CHECK & RESET ONBOARDS	\$140.00		
123. WATER/DRIP TEST	\$140.00	▶	\$100.00
124. PLASTIC SEAT COVER & FLOOR MAT	\$35.00		
125. ANTI-STATIC MASKING PLASTIC	\$35.00		
126. WASH & DETAIL TO H/OVER	\$140.00		
127. HOIST & UNDERBODY INSPECTION	\$140.00	▶	\$100.00
128. ROAD TEST FOR NOISE & VIBRATION	\$140.00	▶	\$100.00
129. DECONTAMINATE VEHICLE	\$140.00	▶	\$100.00
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SubTotal \$	\$1,095.00	▶	\$890.00
<hr/>			
Total	\$20,891.12	▶	\$11,484.51
GST	\$2,089.11	▶	\$1,148.45
Grand Total	\$22,980.23	▶	\$12,632.96
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Assessor's comment

Steve Kouis, 0413833411, steve@tapanda.com.au, Melbourne, VIC

IMAGES

Our Ref: 2895614

Claim No: M086700752

Vehicle: BYD Atto 3 EV

Third Party: NATALISA SEMBIRING

Rego: 1ZV8WR



IMAGES

Our Ref: 2895614

Claim No: M086700752

Vehicle: BYD Atto 3 EV

Third Party: NATALISA SEMBIRING

Rego: 1ZV8WR



IMAGES

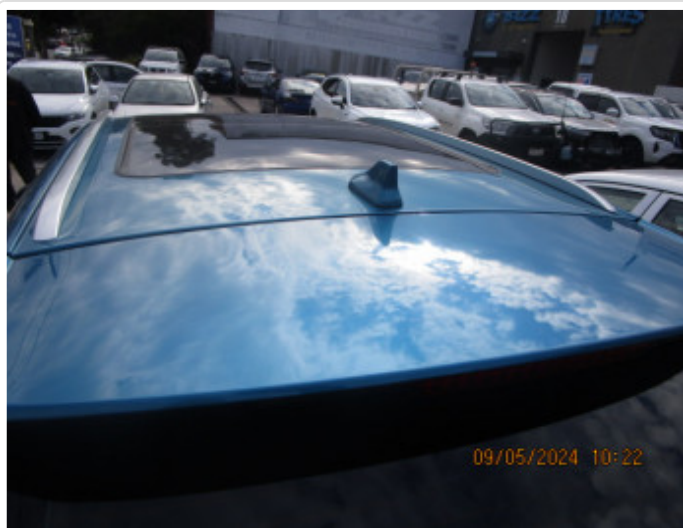
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Claim No: M086700752

Vehicle: BYD Atto 3 EV

Third Party: NATALISA SEMBIRING

Rego: 1ZV8WR



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