# AAI Limited ABN 48 005 297 807 T/A **Suncorp Technical Recoveries And Settlements**

80 Ann Street Brisbane City QLD Australia 4000

Level 23

Phone 02 8925 9801 ABN 48005297807



## **CLAIM DETAILS**

\*\* Claim M087111511

Policy No.

**Assessment Category** 

**Division** 

**Special Instructions for Repairer** 

\*\* Assessment party

Third Party Cover Type Market

Assessment Type Office

Litigation Team

**Policy Inception Date** 

\* Excess

NII

## **INSPECTION DETAILS**

At the repairer

Address 25 Malvern Street Phone No.(W) 03 9729 9000

Suburb / Town Bayswater Fax 03 9720 5624

A.,46 a.;4, laa.,ad

State/Territory VIC Mobile No.

**Post Code** 3153

\$1,687.00

\$1,197.00

\$2,730.00

\$6,319.00 \$569.88

\$0.00 \$705.00

\$0.00 \$6,888.88

NIL

\$688.89 \$7,577.77

\$7,577.77

\$18,680.00

\$12,200.00

\$14,100.00 \$18,100.00

\$18,680.00

\$18,680.00

\$2,655.00

km

## **VEHICLE DETAILS**

			Authority Issued				
Make Moo	del Series OLLA SX ZRE172R	Equip Le	vel		Compliance Month/Year July 2015		
<b>Body Type</b> 4D SEDAN	Engine Size	<b>Colour</b> BLUE	Pain Meta	t Group Illic	Paint Code		
Rego Number 1FG6YQ	Expiry Dat	e	Rego Sta	te	*Vehicle Condition Excellent		
Odometer 115247 km			Transmis CVT AUT		EQUENTIAL		
Engine Numbe	r		Tyre Serv Yes	riceable	Brakes Serviceable Unknown		
Depth Units mm			Axles Co	unt			
Front	2(1L+1R)		L 3	R 3			
Rear	2(1L+1R)		L 3	R 3			

Vehicle ID QTC15A

\*VIN/Chassis Number

# MR053REH205277930

DAMAGE LOCATION: Shade claim damage. circle and describe old damage. Also show direction of impact

Type of Loss: Collision Non-Repairable Damage: No Vehicle moved: No

*Repair
R & R Labour
Repair Labour
Paint Labour
Mech. Labour
Misc. Labour
TOTAL LABOUR
Estimated Parts
(including Markup)
Sublet
Net Total
GST
Total
Less ITC
Less Excess
Less Contribution
Estimated Total
Estimated Repair
Reserve
Reserve
*Total Loss No Total Loss Date Sum Insured /
*Total Loss No Total Loss Date Sum Insured / Market Value
*Total Loss No Total Loss Date Sum Insured / Market Value Cover Type Market
*Total Loss No Total Loss Date Sum Insured / Market Value
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*Total Loss No Total Loss Date Sum Insured / Market Value Cover Type Market Market Value  *Book Values Trade Retail Avg.
*Total Loss No Total Loss Date Sum Insured / Market Value Cover Type Market Market Value  *Book Values Trade Low Trade Retail Avg.  *Total Settlement
*Total Loss No Total Loss Date Sum Insured / Market Value Cover Type Market Market Value  *Book Values Trade Retail Avg.  *Total Settlement Settlement Amount
*Total Loss No Total Loss Date Sum Insured / Market Value Cover Type Market Market Value  *Book Values Trade Low Trade Retail Avg.  *Total Settlement

**Cash Settled** Certificate of **Compliance Required** \*Salvage Condition

Assessor : AAMC

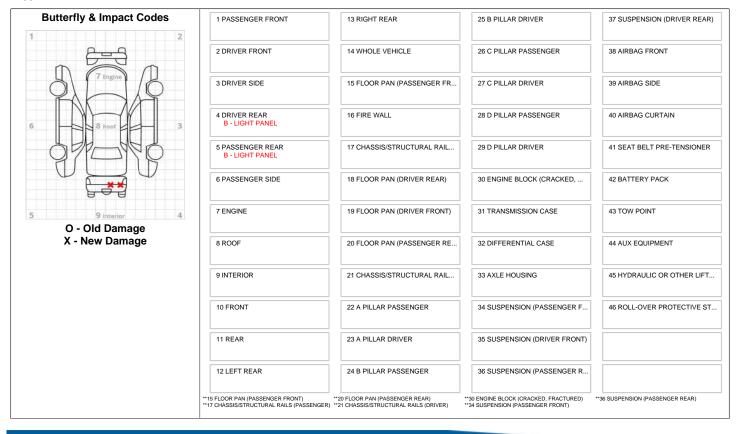
Assessor's Name: Spiros Nitsos PO Box 5752 Brendale QLD 4500

0429 081 311

**Date Owner Advised** 10/05/2024 Inspection Date

Type of Loss : Collision Incident Type Code: Impact (I)

Type of Total Loss:



# ASSESSOR COMMENT (NOT VISIBLE TO THE REPAIRER)

Australian Accident Management Commercial Pty Ltd Level 1 Building 4, 205-215 South Pine Rd QLD 4500

This Report and acknowledgment is the expert witness report of Spiros Nitsos

I have read the Magistrates Court of Victoria Expert Witness Code of Conduct (Which is attached – attachment 1) and I agree to be bound by it.

My qualifications and experience are attached to this acknowledgement.

I have been advised that motor vehicle registered number 1FG6YG was damaged in a motor vehicle collision on or about 19/4/2024 and asked to inspect and prepare an assessment report according to my findings.

I can advise that I inspected the vehicle on 10/5/2024 and subsequently prepared the assessment report and associated repair costs based on my findings and my industry experience.

Inspection was carried out at Sheen Bayswater.

#### VEHICLE DESCRIPTION AND VALUE

The vehicle is the 7/2015 Toyota Corolla.

The Vehicle is in above average pre-accident condition.

I estimate the fair market value to be \$18680.00

The fair market value does not include stamp duty and transfer fees.

Salvage value at time of loss \$2655.00

# DAMAGES SUSTAINED

The Vehicle has been repaired prior to my inspection.

## REPAIR WORK COMPLETED

I have reviewed the Estimate Number 45026 that was submitted by Sheen Bayswater and note the following:

# REMOVE AND REFIT LABOUR

I have adjusted this segment to reflect fair and reasonable Remove and Refit labour operations that are based on photographic evidence supplied, and consistent with my recent industry experience for similar labour operations.

#### REPAIR LABOUR

I have made the necessary adjustments as required. I have made amendments to this segment to reflect costs that I believe are fair and reasonable based on photographic evidence supplied and my recent industry experience for similar labour operations.

It is my expert opinion that Paint costs are excessive, and I have made several adjustments to this segment. I have made amendments to this segment that reflect costs I believe are fair and reasonable and based on photographic evidence supplied, along with my recent industry experience for similar paint labour operations.

#### PARTS AND MISCELLANEOUS ITEMS

All Parts appear to have been replaced as stated on the attached Repair Estimate.

Some adjustments were made to the miscellaneous segment to reflect costs that are consistent with my recent industry experience for similar operations.

#### **QUANTUM**

I have contacted the repairer and asked if there are any outstanding supplementary estimates pending on this claim. Repairer has advised: NO. My assessment of fair and reasonable repair costs based on my Re-inspection report is \$7577.77 inclusive of GST. Adjustments have not been discussed with the repairer.

#### REPAIR TIME REQUIRED

I estimate the repair time for this type of repair process would be 5 working days.

This is based on my recent industry experience and has not been discussed with the Repairer.

## **GENERAL COMMENTS**

I reserve the right to request a second inspection opportunity if additional documentation and photos become available after my initial inspection. I also reserve the right to amend my report once additional information becomes available.

If you have any further queries, please do not hesitate to contact our office.

Spiros Nitsos

AUSTRALIAN ACCIDENT MANAGEMENT COMMERCIAL

#### **REPAIRER DETAILS**

Sheen Panel Service Bayswater

ABN

37576633575 Address

25 Malvern Street 25 Malvern Street

Phone No. 03 9729 9000

E-mail

bayswater@sheengroup.com.au

ACN

Suburb / Town

Bavswater

Fax

03 9720 5624

License No.

State/Territory VIC

**Post Code** 3153

Mobile No.

Inspection Date 10/05/2024

## **ASSESSMENT DETAILS**

Inspection Type Post Repair Assessment Type

Assessor AAMC

ABN 51 101 934 801

Assessor Name Spiros Nitsos

Address

Suburb

State/Territory

Country AUSTRALIA

**Post Code** Mobile No.

Phone No.(H)

Phone No.(W) 0429 081 311

Email spiros.nitsos@aamc.com.au

Fax 07 3889 7471

Estimate No. Assessed Yes Assessed Date 17/05/2024 Amount \$7577.77

Quote Date 17/05/2024 Authority Issued No **Issued Date** 

**Assessment Type** 

Inspection Date 10/05/2024

Inspection Type Post Repair

In Date

Estimated days to repair

Non-Repairable Damage No

Salvage Reference

Total Loss No

**Total Loss Date** 

Authorised Labour Amount

Type of Loss Collision Salvage Value \$2655.00

**Out Date** 

**Owner Contribution** 

**Owner Advised** Assessor Reserve

Manufactures Data Ref. **CURRENT INDUSTRY REPAIR** 

**STANDARDS** 

Vehicle pick up Date/Time

EstImage v6.6.7b299 1FG6YQ, M087111511 aamc000000379174

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20/05/2024 10:31 AM

# **Sheen Panel Service Bayswater**

25 Malvern Street Bayswater VIC Australia 3153 Phone No.(w) 03 9729 9000 Fax 03 9720 5624 ABN 37576633575

Contact SHEEN BAYSWATER Contact No.

# Estimate No.

Remove & Replace Quoted Rate \$0.00	Assessed Rate \$0.00	OK							
Description		Assessor Note			Est. Hour		Hours	Est. \$	Ass. \$ Ass
Remove & Replace All				Total	0.0 <b>0.0</b>		0.00	\$2730.00 <b>\$2730.00</b>	\$1687.00 ↓ <b>\$1687.00</b>
				lotai	0.0	•	0.00	Ψ2130.00	Ψ1007.00
Repair									
Quoted Rate \$0.00	Assessed Rate \$0.00	ОК							
Description		Assessor Note			Est. Hour	s Ass.	Hours	Est. \$	Ass. \$ Ass
Repair All				Total	0.0 <b>0.0</b>		0.00 <b>0.00</b>	\$2100.00 <b>\$2100.00</b>	\$1197.00 ↓ <b>\$1197.00</b>
				iotai	0.0		0.00	φ2 100.00	φ1137.00
Paint									
Quoted Rate \$0.00	Assessed Rate \$0.00	OK							
Description		Assessor Note			Est. Hour	s Ass.	Hours	Est. \$	Ass. \$ Ass
Paint All				T-1-1	0.0		0.00	\$4964.00	\$2730.00 ↓
				Total	0.0	U	0.00	\$4964.00	\$2730.00
Mechanical  Quoted Rate \$0.00	Assessed Data CO OO	OK							
Description	Assessed Rate \$0.00	Assessor Note			Est. Hour	s Ass.	Hours	Est. \$	Ass. \$ Ass
Mechanical All					0.0	0	0.00	\$0.00	\$0.00 OK
				Total	0.0	0	0.00	\$0.00	\$0.00
Miscellaneous									
Quoted Rate \$0.00	Assessed Rate \$0.00	OK			F-1 U			F-1 A	A C A
Description Miscellaneous All		Assessor Note			Est. Hours		Hours 0.00	Est. \$ \$1115.00	Ass. \$ Ass \$705.00
				Total	0.0		0.00	\$1115.00	\$705.00
				_					
				Total Labour	0.0	0	0.00	\$10909.00	\$6319.00
Parts					_				
<b>Description</b> Other		Assessor Note	Part No ✓	Src OEM	Qty 1	<b>Est. \$</b> \$569.88	<b>MUE</b> %0.00		
Striet			•	To		\$569.88	\$0.00		
				Total (with Marku	ıp)	\$569.88		\$569.88	
Sublet									
Description	Į.	Assessor Note						Est. \$	Ass. \$Ass
							Total	0.00 <b>\$0.00</b>	0.00 OK <b>\$0.00</b>
								• • • • • • • • • • • • • • • • • • • •	•
						Ne	t Total	\$11478.88	\$6888.88
			Original				_		
			Original	0	-1			_	A -11
					oted		As		Adj
			R&R	•	30.00		1687.0		\$1043.00
			Repair		00.00		1197.0		\$903.00
			Paint		64.00	\$2	2730.0		\$2234.00
			Mech.		\$0.00		\$0.0		\$0.00
			Mis.	\$111	15.00		705.0	10	\$410.00
			Total Labour	\$1090	09.00	\$6	319.0	0	\$4590.00
			Parts	\$50	69.88	9	569.8	8	\$0.00
			M/U		\$0.00		\$0.0		\$0.00
			Sublet		\$0.00		\$0.0		\$0.00
				•	,		+	-	+ - 10 0

**Net Total** 

GST 10.00 %

\$11478.88

\$1147.89

\$6888.88

\$688.89

\$4590.00

\$459.00

Total	\$12626.77	\$7577.77	\$5049.00
Iotai	\$12626.77	\$7577.77	\$5049.00

Total

		Quoted	Ass.	Adj.
Total Labour		\$10,909.00	\$6,319.00	\$4,590.00
Total Parts		\$569.88	\$569.88	\$0.00
Net Total		\$11,478.88	\$6,888.88	\$4,590.00
GST		\$1,147.89	\$688.89	\$459.00
	Total	\$12,626.77	\$7,577.77	\$5,049.00

# Repairer

SHEEN PANEL SERVICE (BAYSWATER) -

Phone , Fax , Email admin.bayswater@sheengroup.com.au

ESTIMATE ASSESSED - WAFAA HAIDAR C/- AANDI LAWY		/	188 M. 1		
Owner		/.	190		
Vehicle	07/2015-Toyota Corolla	100	15/		
Reg No Claim #	1FG6YQ	/ 191			
Our Ref	37589 2883455	1	V .		
Quote No	45026	/	\ '/'		
Assessor	BEN COOPER		/ · ·		
RR: (\$140)  1. JACK & SUPPORT OH & S	COMPLIANT		Hrs		Adj 0.50 35
2. DISCONNECT & RECONN	ECT BATTERY TERMIN	ALS /	-0.50-		-0.30-14.
3. INC ATTACH ANTI ZAPS			\$0.00		
4. L/H/R ROAD WHEEL & RE	TENTION NUTS		<del>-0.30</del> -28 -		
5. L/H/R QUARTER ARCH LI	Company of the Control of the Contro				
The state of the s			0.30 28		
6. R/H/R ROAD WHEEL & RE			0.30 28		
7. R/H/R QUARTER ARCH LI			0.30-28		
8. NECBOOT TRIMS & FITTI			3.50 -210		
9. BOOT LID APERTURE SEA	AL & RESEAL		0.50	<b>&gt;</b>	-0.30-35
10. L/H/R TAIL LAMP & RES	EAL		0.30 35		
11. R/H/R TAIL LAMP & RES	EAL ·		0.30 35	*:	
12. REAR B/BAR D&A & RES	HELL		2.50		1.80 210
13. REAR PARKING SENSOR	S INC DETRACE & TEST		-0.80-70.		
14. REAR REINFORCEMENT	Appropriate and the second mention of the second mention of the		0.50 35		
15. BEAVER PANEL HARDW			0.40 56.		350 280
16. BOOT LID D&A & TAKE	OFF		4.50		3.30 20
17. BOOT LID BADGES			0.50-35		
18. INC PHOTO TEMPLATE &	& STENCIL		\$0.00		
19. INC CLEAN GLUE RESID	UE -		\$0.00		
20. REAR REVERSE CAMER.	A INC RETRACE OPTICA	L CABLE	6.80	•	0.60-70
21. BOOT LID APERTURE HA	ARDWARE & FITTINGS		-0.40-35		
22. R/H/R QUARTER & DROF	CONTRACTOR OF THE PROPERTY OF	FITTINGS	0.40 35	ustene visioninii is	
23. ROPE & BACK MASK RE		minds	0.80 70		
	AR SCREEN		-0.40 -35		
24. R/H/R DOG LEG DECAL			\$0.00		
25. INC CLEAN GLUE RESID			Distriction of the second property of the second		
26. INC PHOTO TEMPLATE &			\$0.00		0.30-35
27. R/H/R DOOR WINDLACE	SEAL & RESEAL		0,50	•	0.50
28. TO PAINT CANT RAIL			\$0.00		
29. R/H TURRET MOULD & F	RESEAL		0.30 35		36
30. R/H/F DOOR WINDLACE	SEAL & RESEAL		9.50		0.30-35
31. TO PAINT CANT RAIL			\$0.00		
32. R/H/F MIRROR EXTENTION	ON COVER & CLIPS		-0.30-35		
33. ROPE & BACK MASK FR			0.80 70	·	
	ONI SCREEN		100-70		
34. WORKBAY SET UP			Indizection 1.1 (5:38) A substitution while	SELECTION (SELECTION)	SHEED HOUSEWAY, FERE
		SubTotal Hrs	22.70		19.50
	- 15 Ve.		4. 10	•	
		SubTotal \$	\$3,178,00	<b>•</b>	\$2,730.00
Repair: (\$140)	177.0		Hrs		Adj
35. CAVITY WAX			0.50 35	171	
36. TEMPLATE MEASURE &	DRILL SENSOR HOLES		2.00 ICC	).	
37. BOOT LID			4.00 140		
			77 0		

	2- V		173		
			8,00		
38. SEAM SEALER	-		0.50 7		
39. PROOFCOTE			0.50 4	2 .	
40. R/H/R QUARTER PANEL			2.00 10	10-	
41. BEAVER PANEL			4.00 2	80-	
42. TRIAL FIT & ALIGN NEW & RE	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	ELS	1.50-10	10	
43. RESET LOCKS, HINGES & STR 44. RECREATE FACTORY TEXTURE		Marin and the second second	1.50 Kg	0.	
. RECREATE FACTORY TEXTUR	KES & STONE	GUARD	1.50	0.	
	1.4	SubTotal Hrs	15,00		15.00
		SubTotal \$	\$2,100.00		\$2,100.00
Paint: (\$170)			Hrs		Adj
5. OVEN ALLOWANCE			9.50 //	2	Auj
6. MIX AND MATCH			1.00	0	
7. REAR B/BAR			3,50 9	20.	
8. REAR PARKING SENSORS				+0-	
9. BEAVER PANEL			2.50 2	80.	
0. BOOT LID			4.50		3.50 420
1. BOOT LID APERTURE			-2.50	-	2.00-14
2. R/H/R QUARTER PANEL			4.50		3.50 42
3. R/H SILL PANEL			2.00 14	0.	
4. R/H CANT RAIL & WINDSCREE	EN PILLAR		2.00 /4	40'	
5. DENIB, CUT & POLISH			3:50 2	80.	
6. FINE MASK, WET SAND & POL		RES	2.50	10.	
7. BRUSH TOUCH REMOVED NUT	TS & BOLTS		0.50 /	t i i i i i i i i i i i i i i i i i i i	
8. TOXIC WASTE DISPOSAL	THE STATE OF STREET		0.20 /2	+ 3.	
<ol><li>Toxic waste is all our waste paint, t</li></ol>	hinners, harden	ners and pps cups.	1 \$0.00	*	
		SubTotal Hrs	31,70	<b>+</b>	29.20
		SubTotal \$	\$5,389.00	•	\$4,964.00
			3:50		
		Total Labour Hrs	69.40		63.70
		Total Labour	\$10,667.00		\$9,794.00
		Total Labour	410,007,00		
art: 0. R/H/R BAR GUIDE New - 525750	2140		\$139.48		Adj
1. REAR B/BAR New - 521590Z906	Name of Parists of Street		\$301.12		
2. R/H/R DOG LEG DECAL New - 5			\$26.54		
3. BOOT LID BADGE COROLLA N		20	\$52.79		
4. BOOT LID BADGE LOGO New -			\$49.95		
		SubTotal \$	\$569.88	▶ '	\$569.88
ther:			0 s		Adj
6. ENVIRONMENTAL LEVY			\$35.00	O .	
7. PLASTIC SEAT COVER & FLOC	THE COLUMN TWO IS NOT THE OWNER.		\$35.00		
8. WORKSHOP SUPPLIES & SUND				50.	
9. WAX/SEAL/SPRAY (FACTORY	SPECS)		\$80.00	50	
O. DECONTAMINATE VEHILCE	TTON		\$140,00 -		
<ol> <li>HOIST &amp; UNDERBODY INSPEC</li> <li>ROAD TEST FOR NOISE &amp; VIBI</li> </ol>			\$140.00	7/2 .	
3. ELECTRICAL CHECK & RESET			\$150.00		\$140.00
4. COMMERCIAL CAR WASH & D			\$150.00	THE THE CALLED AND THE SAME	\$140.00
5. WATER/DRIP TEST			\$140.00	70	
6. CARBON OFFSET LEVY			\$45.00	· ·	
7. The offset of carbon and all hazard epairing motor vehicles,	ous emissions p	produced whilst	\$0.00		-\$0.00
78. the infrared lights and VOC emission	ons via the ope	ration of the spray	\$0.00	•	\$0.00
booth.			\$5 9		
			20 10		

	J.	· ·	1		
		SubTotal \$	\$1,135,00		\$1,115.00
Marie de la companya		Total	\$12,371.88		\$11,478.88
		GST	\$1,237.19		\$1,147.89
		Grand Total	\$13,609.07	•	\$12,626.77
Assessor's comment			9,0		
BEN COOPER, , ben@vmla.com.au, ,			7,00		
			\$ MH		# 11
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TIGHTS!



# **AAMC Calculation Sheet**

Claim No:

	\$1.00			\$1.00	\$1.00					
	R&R item	R&R item	R&R item	Repair	Paint	Mechanical	Parts	Parts	Mi	isc
	35.00			35.00	112.00		569.88			10.00
	14.00			140.00	70.00					35.00
	28.00			140.00	420.00					50.00
	28.00			70.00	140.00					50.00
	28.00			42.00	280.00					70.00
	28.00			140.00	420.00					70.00
	210.00			280.00	140.00					70.00
	35.00			140.00	420.00					L40.00
	35.00			140.00	140.00					L40.00
	35.00			70.00	140.00					70.00
	210.00				280.00					
	70.00				140.00					
	35.00				14.00					
	56.00 280.00				14.00					
	35.00									
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	35.00									
	35.00									
	35.00									
	70.00									
	70.00									
Supplementary										
Supplementary.										
Sub-Total		-	\$ 1,687.00	\$ 1,197.00	\$ 2,730.00	\$ -	-	\$ 569.88	\$ 7	05.00
Supplementary:										

Assessor Notes:		
Assessed by:		

\$ 1,687.00
\$ 1,197.00
\$ 2,730.00
\$ 5,614.00
\$
\$ 569.88
\$ 705.00
\$ -
\$ 6,888.88
\$ 688.89
\$ 7,577.77
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

Towing

Original Quote	\$	-
Ammended Quote	\$	7,577.77
Difference b/w Quotes	-\$	7,577.77



Search

Selection Treeview Search NVIC

Help Files

Data Enquiry Form

Log out

# 2015 TOYOTA COROLLA SX ZRE172R 4D SEDAN INLINE 4 1798 cc MPFI CVT AUTO 7 SP SEQUENTIAL

DATE	New Price	Trade Low	Trade	Retail	Avg KMS
April , 2024	\$25,240	\$12,300	\$14,200	\$18,200	131000
March , 2024	\$25,240	\$12,300	\$14,200	\$18,200	130000
February , 2024	\$25,240	\$12,400	\$14,300	\$18,300	128000
January , 2024	\$25,240	\$12,500	\$14,400	\$18,400	127000
December , 2023	\$25,240	\$12,500	\$14,400	\$18,400	126000
November , 2023	\$25,240	\$12,500	\$14,400	\$18,500	125000
October , 2023	\$25,240	\$12,500	\$14,500	\$18,600	124000
September , 2023	\$25,240	\$12,500	\$14,500	\$18,600	123000
August , 2023	\$25,240	\$13,800	\$16,000	\$20,200	121000
July , 2023	\$25,240	\$13,800	\$16,000	\$20,300	120000
June , 2023	\$25,240	\$13,800	\$16,000	\$20,300	119000
May , 2023	\$25,240	\$13,900	\$16,100	\$20,400	118000
1 <u>2 3 4 5</u>					

Pricing History & KM adjustment

Select Year and Month for historic value then add Actual Kms then press Tab

**Select Year** 2024 **✓ Average KM** 131,000

Select Month April V

Enter Actual KM 115 X1000 km

Adjusted values for Kms Travelled: 115000

	New Price	Trade Low	Trade	Retail	
KM Adjustment		\$144	\$240	\$480	
Adjusted Values	\$25,240	\$12,444	\$14,440	\$18,680	
Prices are Inclusive of GST					

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# Expert Witness Credentials

Name:	Spiros Nitsos
Company:	Australian Accident Management Commercial

# **Summary**

My credentials as an expert witness qualify me to give testimony based on my specialist knowledge in the vehicle accident, repair and insurance industry. In acting for the court only, after evaluation of all relevant case documents and related facts of the particular matter, I will provide testimony or opinion based on my knowledge, expertise and experience and communicate technical issues to counsel and court in such a manner as to be understood without being construed toward either the plaintiff or defendant.

# **Qualifications and Experience**

I have been directly involved in the Collision Repair and Insurance industry for 32 and my qualifications and industry experience are outlined as follows:

## Qualifications

- Cert IV in Vehicle Loss Assessing
- ICar Trained
- Qualified Panel Beater

#### **Experience**

No of Years	Position
7 Years	Vehicle Loss Assessor - Australian Accident Management Commercial
4 Years	Vehicle Loss Assessor – Allianz Insurance
4 Years	Vehicle Loss Assessor – Youi Insurance
2 Years	Senior Vehicle Loss Assessor – Freemans Assessing
4 Years	Vehicle Loss Assessor – AAMI Insurance
10 Years	Panel Beater/Including Estimator for 2 years
10 Years	Panel Beater/Including Estimator for 2 years

I confirm that the information detailed above is a true and accurate representation of my qualifications and experience. I acknowledge that in acting as an expert witness I will abide by the Expert Witness Code of Conduct and that my testimony will be truthful, thorough and impartial.

Signature:	Spiros Nitsos	
Date:	2024	
Contact:	Mob: 0429 081 311	Email:

#### 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:
  - 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

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 the 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 acknowledgement that the expert has read this code and agrees to be bound by
  - (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);
  - 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;
  - 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;
  - 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
- 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

- 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.
- 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

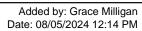
- 6 If directed to do so by the Court, an expert witness shall:
  - (a) confer with any other expert witness;
  - (b) provide the Court with a joint report specifying (as the case requires) matters agreed and matters not agreed and the reasons for the experts not agreeing; and
  - (c) abide in a timely way by any direction of the Court.

#### Conference of experts

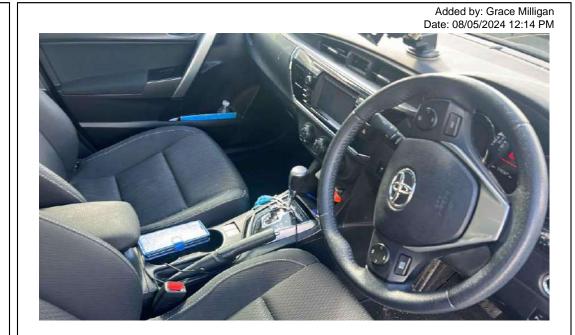
- 7 Each expert witness shall:
  - (a) exercise his or her independent judgment in relation to every conference in which the expert participates pursuant to a direction of the Court and in relation to each report thereafter provided, and shall not act on any instruction or request to withhold or avoid 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.











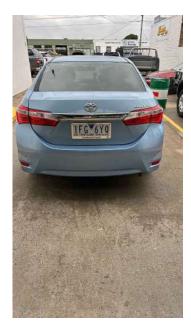












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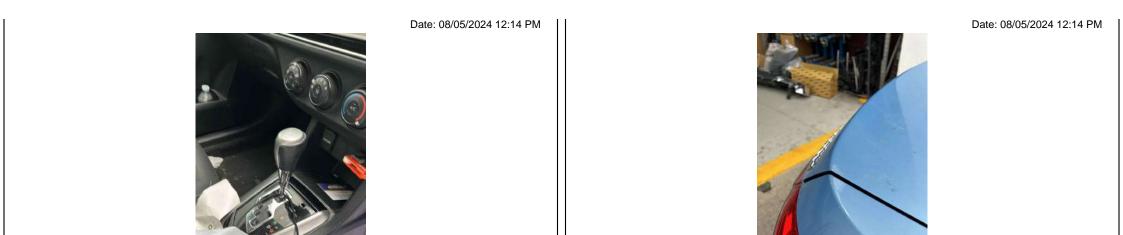


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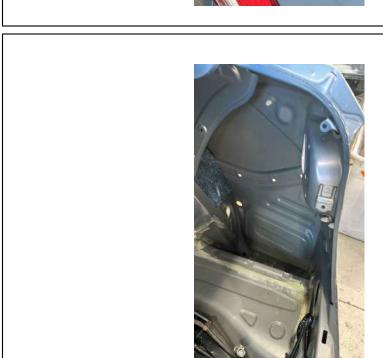


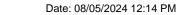










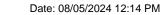




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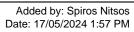






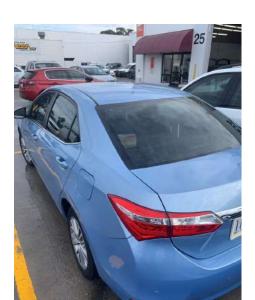








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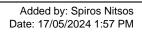


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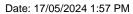






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