



18<sup>th</sup> January 2019

**PROSAFE OFFSHORE HOLDINGS PTE LTD**

1 International Business Park,  
#09-33 The Synergy,  
Singapore 609917.

Dear Sir/Madam,

**OUR REF : CC4/ASM19000337/Kfb3**

**YOUR REF : SKC 1124Z**

**ROAD TRAFFIC ACCIDENT INVOLVING VEHICLE NOS. SKC 1124Z AND SJA 189R  
ALONG JALAN MASHOR ON 01.01.2019**

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 Property Damage claim against your policy.

We have received a claim from M/s MBM Wheelpower Pte Ltd, acting on behalf of the owner of SJA 189R against your motor insurance policy.

Based on the accident report, accident scenario, it was reported that your vehicle had collided into Third Party vehicle SJA 189R. As such, liability is down against us.

Please be informed that your No Claim Discount (NCD) may be affected as a result of the claim against your policy.

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 7 days from the date of this letter.

Your full co-operation in the handling of the claim is required and kindly submit the following to [pohkin@lkkauto.com](mailto:pohkin@lkkauto.com) within 7 days from the date of this letter **if not provided at AXA's 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



Auto  
Consultants  
Pte Ltd

51 UBI AVE 1, #01-25 PAYA UBI INDUSTRIAL PARK, SINGAPORE 408933 TEL : (065) 62563561 FAX : (065) 62564315

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 AXA's prior knowledge and consent.

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 6841 2132 or email us at [pohkin@lkkauto.com](mailto:pohkin@lkkauto.com).

Please quote the claim reference when you contact us that we can assist you more effectively.

Yours sincerely,

Poh Kin, Chong  
Case Handler  
DID: 6841 2132  
FAX: 6741 4108  
Email: [pohkin@lkkauto.com](mailto:pohkin@lkkauto.com)

c.c. AXA Insurance Pte Ltd (AXA)  
(Motor Claims Dept)

## Letter of Authorisation

Date : \_\_\_\_\_

To : MBM WHEELPOWER PTE LTD

160 Sin Ming Drive #06-02 Sin Ming Autocity Singapore 575722

FROM : SOH WEE CHEE (Name of Owner & Policyholder)

CLAIM VEHICLE No : SJA189R

ACCIDENT DATE : 1/1/2019

LOCATION : JALAN MASHOR - BACK OF SINGAPORE POLO CLUB

OTHER VEHICLE : SKC1124Z

1 I hereby authorise MBM WHEELPOWER PTE LTD to :-

a. Proceed with the repair (the repair) to the above accident (the accident) damaged vehicle (the vehicle); and

( ) Act as sole and principal agent to claim on my behalf for the damaged to the vehicle and / or bodily injury sustained as a result of the accident from third party and / or resolved  
(Claim against own Insurer)

(✓) Act as sole and principal agent to claim on my behalf for the damaged to the vehicle and / or bodily injury sustained as a result of the accident from third party and / or third party insurer in question until the claim is wholly completed, settled and / or resolved.  
(Claim against Third Party)

2 I confirm that MBM's authorisation shall include without limitation paying for all the relevant reports / documents, corresponding and negotiating with the insurer / third party and any other relevant parties, correspondence of any nature with solicitors, appointing solicitors to act in connection with the claim and, any or all such other tasks concerning the settlement, resolution and / or completion of the claim.

\_\_\_\_\_  
Where authorising party is not vehicle owner and policyholder

EXCEPT :-

- a. Such as matters or task that the insurer / third party and / or the law requires me to personally attend to ; and
  - b. The submission of the claim to the insurer (Where applicable)
- 3 I understand if I submit a claim of whatever nature to my own insurer [ **FOURTEEN DAYS (14 days)** ] after the accident (or such other time stipulated by my own insurer and / or the law), such claim will not or may not be accepted by my own insurer.
- 4 I further confirm and accept that :-
- a. To the extent permitted by laws :-
    - i) I will indemnify and keep MBM indemnify in connection with or arising from the claim ; and
    - ii) That not with outstanding the agreement or otherwise, under no circumstance will I (jointly or severally) in any manner hold MBM liable for losses / damages of whatever nature arising or in connection with the claim.
  - b. MBM does not guarantee and never represent that the insurer / third party will fully indemnify me for the damage and / or the repair's cost and, that I shall be and continue to be liable to MBM for the whole of the repair's cost.
- 5 As the extend to which the insurer / third party will indemnify me or be liable is not conclusive, I agree to place a deposit of \$ \_\_\_\_\_ (excluding Gst) for the repair's cost.
- 6 I agree and accept MBM deposit refund policy, If the final successful percentage of indemnification / contribution / liability from or of the insurer / third party in respect of the repair's cost to me :-
- a. **50% and below - NO REFUND**
  - b. **100% - FULL REFUND**

- 7 I shall inform and forward to MBM all correspondence and letters received by me from the insurer / third party, any other insurer, solicitors governmental authorities and / or, any other relevant party.
- 8 I shall fully co-operate with and act expeditiously on any requests by MBM, particularly the signing / endorsement / execution of any "Discharge Voucher", failing which I shall be liable to MBM for the full repair costs and the expenses incurred (directly or indirectly) by MBM in connection with the claim.
- 9 In any case if the claim is repudiated by the insurer of the third party, I shall be liable to MBM for the full repair costs and the expenses incurred (directly or indirectly) by MBM in connection with the claim.
- 10 I shall not :-
- a. respond to correspondence and letter; and
  - b. negotiate agree or accept any other from the insurer / third party or any other relevant party; without consultation of and expressed approval from MBM WHEELPOWER PTE. LTD.
- 11 In consideration hereof (including without limitation MBM's agreeing to repair the vehicle and defer demanding payment of the repair's cost), I wholly assign to MBM WHEELPOWER PTE. LTD. All proceeds of the claim for :-
- a. the repair's costs and
  - b. damage, compensation, interest, cost (including party-to-party legal costs on a full indemnity basis and expenses in connection with the accident, repair and / or claim; which MBM shall be further entitled to apportion in its absolute discretion with any excess being paid by MBM to me as it deems fit in its absolute discretion.
- 12 I further confirm that payment to MBM or to any person (which shall include a body corporate) authorised by you to receive payment in lieu shall constitute a good effective discharge of the payment obligations by any party of the aforesaid proceeds of my claim and that I shall not be authorised in law to receive payment.

13 I understand and agree that MBM will not be liable if:

- a. the delay of receiving parts is caused by suppliers
- b. the Loss of Use/Loss of income claim amount provided by the insurer of the third party is lower than desired and that MBM will not top up to the expected amount.

14 MBM has the right not to disclose any correspondences to the client.

\*



Owner & Policyholder's Signature / Company Stamp (if applicable); or  
Authorising party's Signature / Company Stamp (if applicable)

Name : SOH WEE CHEE

NRIC : S7527882I

Address : \_\_\_\_\_



Witness's Signature

Name : Stephanie

NRIC : \_\_\_\_\_



WITHOUT PREJUDICE to:  
(a) Insurers' Subrogated Claim and/or  
(b) Any Personal Injury Claims  
(Note: This Notice supersedes any  
Inconsistencies found in this  
Discharge Voucher)

### AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SKC 1124Z	(Insd veh)	Model: AUDI TTC 2.0
	SJA 189R	(TP veh)	
Date of Accident/ Time:	01/01/2019		

Repair Estimate	: \$	17,957.81	
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)	: \$	3,350.00	

Payee Name : MBM WHEELPOWER PTE LTD

Is Third Party Workshop GIA Registered? ☒ YES ☐ NO (Kindly indicate below)

A)	For Non GIA Registered Workshop:	Agreed Liability _____ (%)
B)	For GIA Registered Workshop:	BOLA Applicable: Yes/ <del>Yes</del> BOLA Scenario No: <u>22</u>
	BOLA Liability: <u>100</u> (%)	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: <u>Ny Lw</u> Date: <u>12-12-19</u>	 Signature of Witness / Workshop stamp (if applicable) Name of Witness: <u>Sur Theng</u> Date: <u>12/12/19</u>
 Signature of AXA's surveyor/representative: Name of AXA's surveyor / Representative: Date:	



RECORDS MANAGEMENT CENTRE

**GENERAL INSURANCE ASSOCIATION OF SINGAPORE  
RECORDS MANAGEMENT CENTRE**

6 Raffles Quay #18-00, Singapore 048580  
Phone: +65 6224 0010 Fax: +65 6224 0030  
Operating Hours: Monday to Friday 9am to 5pm  
GST Registration No: M400017735

### Third Party Insurer Enquiry

Our Ref No: GR-19-001605

Date of Request: 03/01/2019

Your Ref No: Online Purchase

MBM Wheelpower Pte Ltd  
160 Sin Ming Drive #06-02  
Sin Ming AutoCity  
Singapore 575722

Dear Sir/Madam,

Enquiry Date 03/01/2019  
Enquiry By Kon Yin Siew  
TP Vehicle No. SKC1124Z  
Accident Date 01/01/2019

**Enquiry Result**

TP Vehicle No.	Insurer	Period of Insurance	Insurer Tel. No.
SKC1124Z	AXA Insurance Pte Ltd	22/12/2017-20/01/2019	6338 7288

Thank You.

The images provided to you are taken from the original reports forwarded to the centre by the members of the General Insurance Association of Singapore and we take no responsibility for their accuracy or contents and shall be under no liability whatsoever for any loss or damage arising out of or in connection with the reports or their images.

This is a computer generated document and requires no signature.