

來發(明記)摩多有限公司 LAI HUAT (MENG KEE) MOTOR PTE LTD

Sin Ming Autocity
160 Sin Ming Drive #04-01/#04-02/#07-03 Singapore 575722
Tel: 64538110 Fax: 64596267
UEN: 199407592C

RECEIVED 15 JUL 2020

Your Ref: SJP 6059P
Our Ref: SFY 709L - 2019/JL

22 May 2020

AXA Insurance (Singapore) Pte Ltd
8 Shenton Way
#27-01
AXA Tower
Singapore 068811
Attention: Motor Claims

WITHOUT PREJUDICE

Dear Sir

ACCIDENT INVOLVING VEHICLE NOS. SFY 709L AND SJP 6059P ON 22/04/2019 AT ANG MO KIO AVENUE 1 TOWARDS THOMSON ROAD

We refer to the above matter wherein your insured's vehicle no. SJP 6059P was involved in an accident with our client's vehicle no. SFY 709L.

As the accident was caused by your insured's negligence, our client is now claiming for the following losses:

- Repair cost: \$4,387.00 (include GST)
- Rental cost: \$1,440.00 (16 days x \$90 per day)
- LTA search fee: \$ 7.49
- Total: \$5,834.49

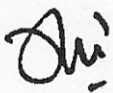
Relevant documents in support of our client's claim are enclosed for your reference.

Please do not hesitate to contact Jenny Lim at telephone 64538110 or email jenny.lim@laihuat.com.sg should you need any additional information.

Meanwhile, we look forward to receiving your affirmative response soon enough.

Thank you.

Yours faithfully



LAI HUAT (MENG KEE) MOTOR PTE LTD

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LETTER OF AUTHORITY

To: Lai Huat (Meng Kee) Motor Pte Ltd
160 Sin Ming Drive
#04-01, #04-02 & #07-03
Sin Ming Autocity
Singapore 575722

Dear Sirs

ACCIDENT INVOLVING VEHICLE NOS: SFY 709L & SJP 6059P ON 22/04/2019
AT ANG MO KIO AVENUE 1 TOWARDS THOMSON ROAD

This is to confirm that on 22/04/2019, I / We gave you instructions to repair my / our vehicle no. SFY 709L which was damaged in the above accident.

In consideration of your agreement to repair my vehicle no. SFY 709L, pay for my other expenses and to defer demanding for payment of the costs of repair which was damaged as a result of the above accident, I / We hereby authorise you and/or your solicitors as my / our representative to write, negotiate and settle the accident claim on my / our behalf against any part involved in the abovementioned accident.

I / We hereby undertake to co-operate with you and render you all the assistance (including having my / our vehicle re-inspected and being a witness at trial) that may be necessary for you to recover the cost of repairs and the loss of use to my / our vehicle. I / We further undertake to keep you informed at all times of any communication received from any party involved in the abovementioned accident.

I / We hereby confirm that by signing this Letter of Authority, I / We are not entitled in law to receive any payment. If a cheque is sent to me, I / We shall return the same to the sender as I am precluded in law from accepting any payment.

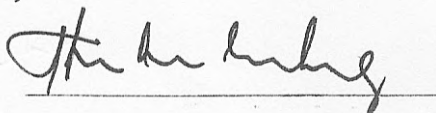
In the event of my / our claim against any party involved in the abovementioned accident being unsuccessful for any reason whatsoever, I / We shall bear the repair / excess cost payable to Lai Huat (Meng Kee) Motor Pte Ltd either by cash / cheque or claim against my / our insurance policy.

I / We hereby authorise the payment of my / our claim (including any or all medical related invoices / receipts) to be made directly to my / our representative, Lai Huat (Meng Kee) Motor Pte Ltd accordingly.

In relation to the personal and vehicle information collected or otherwise provided during the course of the claim process (including by way of recordings), I agree and consent that Lai Huat (Meng Kee) Motor Pte Ltd may use, disclose and process my personal data for the purpose of responding and administering all activities related to my insurance claim.

Yours faithfully

Signature:



Name:

Hui Kwok Thong

NRIC No:

S0016570J



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SJP 6059P (Insd veh)	Model: MITSUBISHI LANCER 1.6A
	SFY 709L (TP veh)	
Date of Accident/ Time:	22/04/2019	

Repair Estimate	: \$		
Final Repair Cost w/GST	: \$	4,387.00	
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$	900.00	10 days at \$ 90.00 per day
LTA / GIA Search Fee	: \$	7.45	
Others:	: \$		
	: \$		
Final Settlement Sum	: \$	5,294.45	

Payee Name : Lai Huat (Meng Kee) Motor 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/ No BOLA Scenario No: <u>27</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: Jenny Lim
Date: 13/10/2020



Mas

Signature of Witness / Workshop stamp (if applicable)
Name of Witness: Deborah Lai
Date: 13/10/2020

Signature of AXA's surveyor/representative:
Name of AXA's surveyor /Representative:
Date: 14/10/2020

来發 (明記) 摩哆有限公司
LAI HUAT (MENG KEE) MOTOR PTE LTD

160 Sin Ming Drive #04-01, #04-02 & #07-03 Singapore 575722 Tel: 6453 8110 Fax: 6459 6267

GST No: M2-0128609-3

UEN: 199407592C

TAX INVOICE

EST No.: EST0022076

Hui Kwok Thong

GST Reg No: M2-0128609-3

Page: 1 of 1

Number: INV0025156

Your ref.: TP-SJP 6059P AXA

Job No.: 70440

Our ref: 19.04.35

Payment

Date: 22/5/2020

Attn

Vehicle No: SFY 709L

Vehicle Model : Mitsubishi Lancer

Accident on ...: 22/4/2019

Quantity	Unit	Description	Unit price	Disc. pct.	Amount
1.00		To supply and replace parts; labour charges for repairing, knocking, welding and to respray paint	4,100.00		4,100.00

Sub-Total 4,100.00
GST 7.00% 287.00
Total S\$ 4,387.00

本公司拥有最先进的 CAROLINER MARK IV 机械, 可提供给多种款式的车身及给予快速与准确的测量方式和大铁修理。除外, 还有先进的 SAICO Deluxe 喷漆烘炉。

"Our services include the latest and reliable CAROLINER MARK IV repair bench, draw-aligner and the support dolly system to provide accurate re-alignment and speedy repairs. We also provide the new and advanced SAICO Deluxe oven heater for re-spraying all motor vehicles."

APEX Car Rental Pte Ltd

37A Bartley Road Singapore 539777
UEN: 200102894H

HIRING AGREEMENT CUM TAX INVOICE NUMBER:

1004410

(Please quote this number in all payments and correspondence)

Vehicle number : SGB 5057K
Make & model : Toyota Vios Auto

HIRER'S PARTICULARS

Hirer : HUI KWOK THONG
Address : 101 SEMBAWANG HILLS DRIVE
SINGAPORE 575943
NRIC No: S0016570J
Contact Number :
Off :
H/p: 96612183
Res:
Nationality : SINGAPOREAN
Date Of Birth : 18.07.1951
Licence Number: AS NRIC NO
Licence Expiry : NEW PHOTO LIC.

Driver : SNG CHOR HWANG @ SNG CHOR HUANG
Address : AS ABOVE
NRIC No: S0061926D
Contact Number :
Off :
H/p: 97391890
Res:
Nationality : SINGAPOREAN
Date Of Birth : 07.08.1951
Licence Number: AS NRIC NO
Licence Expiry : NEW PHOTO LIC.

RENTAL PRICING

Daily Rental Rate	: S\$ 90.00	Date Out	: 22.04.2019
Days On Rental	: 16 /Day	Time Out	: 5.40 PM
Sub-Total	: S\$ 1,440.00	Date Return:	08.05.2019
G.S.T.@7.0%	: S\$ -	Time Return:	6.10pm
Total	: S\$ 1,440.00		

***RENTER'S Liability for Vehicle Damage EXCESS is S\$1,500.00 ON ALL CLAIMS.
***Applicable to driver below 23YRS old and above 70YRS old OR with less than 2YRS driving experience
EXCESS is S\$5,000.00

REMARK - Vehicle no: SFY 709L
Job No: 70440

HIRER DECLARATION

I agree to the terms and conditions above and as set out overleaf. If I opt to pay by credit/charge card, my signature here is deemed to have been made on the application credit card charge slip.

Authorised Signatory and Company Stamp
Date:

22 APR 2019

APEX Car Rental Pte Ltd
Date:

22 APR 2019

This Hiring Agreement is made between APEX Car Rental Pte Ltd (hereinafter referred to as "the Owner") and the Hirer whose particulars and signature appear overleaf (hereinafter referred to as "the Hirer") and subject to all the terms and conditions herein provided.

1. Commencement of Hire will be on the date and time the Hirer takes delivery of the Vehicle.
2. Unless the Hirer notifies the Owner and states the same in the Vehicle Check-In/Check-Out Form any defects to the Vehicle at time of the delivery, the Vehicle shall be deemed to have been delivered and accepted by the Hirer in good repair and working condition with all fittings, accessories, tools, full petrol tank and spare tyre.
3. At the end of the hire period, the Vehicle shall be returned by the Hirer to the Owner in the same condition as was delivered. The full cost of all damaged and missing items will be borne by the Hirer and payable in full.
4. The Vehicle may only be driven by the Hirer or by the persons who have been expressly designated and authorised in this Agreement. There shall be no insurance coverage for unauthorised drivers.
5. The Hirer confirms that he and any other persons authorised by the Owner to drive the Vehicle:
 - a. are between 21 and 60 years of age
 - b. holds a valid driving licence recognised under Singapore Law
 - c. has not less than 2 years satisfactory driving licence
 - d. do not suffer any physical infirmity or uncorrected defective vision or hearing
 - e. agree to take proper care of the Vehicle and to drive the Vehicle in a careful and skilful manner, observing all traffic regulations and laws and to ensure that the Vehicle is properly parked and locked when not in use
 - f. agree that Vehicle will not be used for racing or speed trials, towing of other vehicles, carrying goods or passengers for hire or reward, giving driving lessons, and other illegal or immoral activities
6. **g. have been notified that the Vehicle can only be driven within Singapore. Please refer to Clause 6 and Clause 14.**
- h. shall not make any alteration, changes or remove any parts whatsoever from the Vehicle without the prior written consent of the Owner
- i. agree to protect the interest of the Owner and the Owner's insurance company in the event of an accident during the period of hire by:
 - (i) obtaining names and addresses of parties involved and witnesses
 - (ii) not admitting fault and liability to the accident
 - (iii) immediately notifying the Owner of the accident
 - (iv) giving a notation report including an accurate diagram even in the case of slight damage within 24 hours by filing in an Insurance Motor Report Form which is available at the Owner's premises
 - (v) make a detailed Police Report including a diagram of the scene of accident within 24 hours of the accident **IF**
 1. any party to the accident suffered an injury as a result of the accident
 2. the accident involved a Government vehicle (MID or QX Registration Plates) and/or damaged to Government property (Road Divider/Fencing, Trees, Traffic Lights/Lamp Posts, etc)
 3. the accident involved a foreign vehicle (Malaysian Vehicle or Embassy Vehicle)
 4. the accident involved a pedestrian or cyclist (even if the pedestrian or cyclist was not injured)
- j. **IT IS AN OFFENCE IF A POLICE REPORT IS NOT MADE UNDER THE ABOVE CIRCUMSTANCES.**
- k. supply a copy of the Police Report and such information and assistance in connection with the accident as the Owner or its insurers may require
- l. have been notified that the Vehicle will not be insured after the agreed return date and/or date on which advance rental paid expires. The Owner must be notified of intended extension of rental at least 2 hours prior to expiry of rental and payment for the extended rental must be made to the Owner within 24 hours. Failure by Hirer to comply will leave the Owner with no alternative but to treat the matter as a fraud/theft case and a police report will be lodged forthwith.
6. The Vehicle has been insured for Singapore use only to cover:
 - a. all Third Party risks and liabilities as required by Singapore Law
 - b. all damage to Third Party property
 - c. damage to Vehicle (subject to Clause 7 below)
 - d. loss or theft of Vehicle
7. In the event that the Vehicle or any part thereof is damaged as a result of any accident, the following will apply:
 - a. The Hirer shall forthwith pay to the Owner that Excess amount in respect of each and every accident regardless on whether the Hirer is at fault.

- b. Only upon the Owner being able to claim the full cost of the damage to the Vehicle against the third party involved in the accident or the third party's insurer, will the Excess amount paid by the Hirer be refunded back to the Hirer.
- c. The Hirer also agrees that the Owner may in its absolute discretion conduct any negotiations and effect any settlement with the insurers and agrees to abide by any such settlements.
- d. In the event of any damage and loss to the Vehicle caused by negligence and/or contravention of any statute or regulations by the Hirer or his authorised drivers which result in the insurers repudiating liability for such damage and loss, the Hirer shall be liable for all damage to the Vehicle (including loss of use) and shall indemnify the Owner against all costs, claims and liabilities arising out of such negligence or contravention.
9. Further to Clause 6.c. above the Hirer may elect to partially waive the first Excess amount (specified overleaf) in respect of any single accident with the payment of an additional Collision Damage Waiver fee as specified overleaf. The partial waiver of Excess is expressly subject to and conditional upon the following:
 - a. Damage to the Vehicle (even for slight damage) resulting from each and every accident must be reported to the Owner and Police within 24 hours from time of accident. A copy of the Police Report must be given to the Owner.
 - b. Damage to the Vehicle was not the result of negligence and/or the contravention of any statute or regulation by the Hirer or his authorised drivers.
 - c. The Hirer's agreement to pay to the Owner the Non-Waivable Excess amount as specified overleaf.
 - d. Non-collision damage to the Vehicle (eg. Vandalism and/or missing items) are not covered by Collision Damage Waiver.
9. The Hirer shall pay to the Owner:
 - a. rental for the Hire of the Vehicle at the rate specified overleaf
 - b. the Collision Damage Waiver, Personal Accident Insurance and Malaysia Use fees where applicable
 - c. additional rental charges calculated at one fifth the daily rate for each overdue hour for the return of the Vehicle
 - d. the Owner's estimated fuel consumed by the Vehicle if the Hirer returns the Vehicle with less than a full tank of premium grade petrol
 - e. all other sums which may become due and payable under this Agreement
10. The Hirer shall be responsible for and shall indemnify the Owner against all fines, penalties, summons, court expenses or any other legal imposition in respect of the Vehicle and the Driver of the Vehicle during the period of hire.
11. The Owner shall at its own cost provide a 24-hour Breakdown and Towing Service to the said Vehicle within Singapore only. Punctured tyre, empty petrol tanks and/or misplaced Vehicle keys do not constitute a breakdown and the Owner is not obliged to attend to such cases. In the event that the Owner attend to such cases, the Hirer will bear the cost of \$550.00 for each and every case.
12. The Owner shall provide the Hirer with a Replacement Vehicle (within Singapore only) of similar capacity subject to the following:
 - a. that the damages/losses caused to the Vehicle was not the result of the deliberate act omission negligence and/or contravention of the terms and conditions of this Agreement and/or any statute or regulation by the Hirer or his authorised drivers
 - b. the Hirer's acceptance that the Replacement Vehicle will be subjected to the same terms and conditions of this Agreement
13. **Further to Clause 5.g above, if the Hirer drives the Vehicle into Malaysia without our company's authorisation and if the Vehicle encounters an accident or breakdown, then the Hirer shall be liable for all the resultant costs (total cost of repairs and/or loss to the Vehicle, all claims and costs associated with third party personal injury claims and property damage, all costs to recover and tow the Vehicle back to Singapore, and loss of rental income suffered by the Owner whilst the Vehicle is undergoing repairs)**
14. No condition warranty or stipulation of any kind is given by the Owner in respect of the Vehicle and the Owner shall not be held liable for any injury and/or loss of any kind whatsoever suffered by the Hirer and/or any third parties as a result of the Vehicle or any part of it being unusable, faulty, out of order or unserviceable.
15. In the event of any breach of this Agreement by the Hirer, the Owner will without prior notice to the Hirer resume possession of the Vehicle and for this purpose the Hirer hereby irrevocably authorises the Owner by its agency and servants without notice to enter any premises in which the Vehicle may for the time being be kept and to take possession thereof without being liable for any action or proceeding at the suit of the Hirer or any person claiming under or through him.
16. No relaxation, forbearance, delay or indulgence by the Owner in enforcing any of the terms of this Agreement or the granting of time by the Owner to the Hirer shall prejudice affect or restrict the rights and powers of the Owner hereunder nor shall any waiver of any breach hereof operate as a waiver of any subsequent or continuing breach thereof.
17. This Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties agree to submit to the jurisdiction of the Courts of Singapore.
18. The Vehicle Check-Out/Check-In Form is an integral part of this Agreement.

0805 99A SS

0805 99A SS

Enquire Vehicle Insurer

Vehicle No.	Incident Date/Time	Search Status	Insurance Company Code	Insurance Company Name
SJP6059P	22 Apr 2019 / 16:30:00	Successful	A12	AXA INSURANCE PTE LTD

Previous

OK



Thank you

Lai Mei Ling Deborah has successfully logged out.

Your last login date and time was 23 Apr 2019, 13:09:27.

To return to ONE.MOTORING, please click [here](#)

For security reasons, please **CLEAR YOUR CACHE** after each session.

Session Transaction History

S/No. 	Asset Type	Asset ID	Asset Owner ID	Transaction Type
1	Vehicle	SJP6059P	-	18.32 Insurance Enquiry (GIRO Pay)
• Log Date/Time 23 Apr 2019 / 13:09:50				



Auto
Consultants
Pte Ltd

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

26 APR 2019

ANG BENG CHOO
88 DAWSON ROAD
#42-47
SINGAPORE 142088

Dear Sir/ Mdm

OUR REF : CC4/ASM19007247/gb3

YOUR REF : SJP 6059P

ACCIDENT INVOLVING SJP 6059P AND SFY 709L ALONG/AT JUNCTION OF UPP THOMSON RD AND ANG MO KIO AVE 1 ON 22/04/2019

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 Lai Huat (Meng Kee) Motor Pte Ltd acting on behalf of the owner of SFY 709L against your motor insurance policy.

Based on the accident report and accident scenario, we are of the view that liability is not in our favour. We will therefore proceed to negotiate for an amicable settlement with the Third Party.

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 10 days from the date of this letter. Your intent must be formally expressed to us and acknowledged by us.

Your full co-operation in the handling of the claim is required and kindly submit the following to ceciliachong@lkkauto.com within 10 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)
- Driver's Work Permit
- Employment Letter/ Authorisation letter from your company
- 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 AXA's prior knowledge and consent.

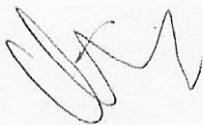
This letter should **not** be regarded as a waiver by AXA of their rights to repudiate any claim because of any breach of policy terms and conditions you and/or your authorised driver may have committed.

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 6749 4274 or email us at ceciliachong@lkkauto.com.

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

Yours sincerely



Cecilia Chong
Case Handler
DID: 6749 4274
FAX: 6741 4108
EMAIL: ceciliachong@lkkauto.com

Cc *AXA Insurance Pte Ltd*
 (Motor Claims Dept)