

Cecilia Chong (LKK Auto)

From: Cecilia Chong (LKK Auto)
Sent: Wednesday, 17 July 2019 4:09 PM
To: claims
Cc: jasminetan@transcab.com.sg; Ng Wai Yin
Subject: Your ref: SHC 5325U (Our ref: CC4/ASM19012292/Kgb3) *** ACCIDENT INVOLVING SHC 5325U / SME 8613Z / OTHERS ON 09/07/2019 ***

17 JULY 2019

Transcab Taxi
Singapore

Dear Sir,

OUR REF : CC4/ASM19012292/Kgb3

YOUR REF : SHC 5325U

ACCIDENT INVOLVING SHC 5325U / SME 8613Z / OTHERS ALONG/AT ECP ON 09/07/2019

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 MBM WHEELPOWER PTE LTD acting on behalf of the owner of SME 8613Z against your motor insurance policy.

Based on the accident report and accident scenario, we are of the view that liability is not in your driver's favour as his taxi had collided onto third party parked vehicle. We will therefore proceed to negotiate for an amicable settlement with the Third Party.

We also wish to advise that there is an excess of S\$5,000/- is attached with Third Party Claims. Please be informed that you shall be liable for the excess following any settlement of the third party claim. The applicability of the excess is as follows:

- 1) Any settlement equal to or above the excess, you shall be liable to make the payment of \$5000/-; or
- 2) Any settlement below the excess, you shall be liable for the amount settled.

We shall keep you informed of the third party claim settlement and thereafter kindly let us have the excess payment in your cheque payable to "AXA Insurance Pte Ltd". Please indicate your vehicle registration number and the date of accident on the back of the cheque.

Notwithstanding the excess being applied and/or received by us for the above subject matter, we expressly reserve all our rights under the policy to refund the excess payment in the event that there arises any known policy breach and or exclusion material to coverage.

As Insurers, 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 AXA and acknowledged by AXA.

Your full co-operation in the handling of the claim is required and kindly submit the following 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)
- 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 AXA immediately. You may email it to cst@axa.com.sg / ceciliachong@lkkauto.com or deliver it by hand to our 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), 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.

"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 | fax: 6741-4108

Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)



Auto
Consultants
Pte Ltd

Save the Earth. Print only when necessary.

LETTER OF AUTHORISATION

DATE : _____

TO : MBM WHEELPOWER PTE. LTD.

160 SIN MING DRIVE, #06-02, SIN MING AUTOCITY, SINGAPORE 575722

FROM : NG PECK KAI (NAME OF OWNER/POLICYHOLDER)

CLAIM VEHICLE NO. : SME 8613 Z

ACCIDENT DATE : 9/7/2019


LOCATION : ECP (MCE)

OTHER VEHICLE(S) : SHC 5325 U

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 : NG PECK KAI

NRIC No. : S7230131E

Address : _____



Witness's Signature

Name : CASSANDRA

NRIC No. : _____



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:	SHC 5325U	(Insd veh)	Model: HONDA FREED
	SME 8613Z	(TP veh)	
Date of Accident/ Time:	09/07/2019 / 08:15		

Repair Estimate	: \$	22,483.24	
Final Repair Cost	: \$	9,055.42	(WGST)
Loss of Use	: \$		days at \$ per day
Rental (if any) (WGST)	: \$	963.00	9 days at \$107.00 per day
LTA / GIA Search Fee	: \$		
Others:	: \$		
	: \$		
Final Settlement Sum	: \$	10,010.00	(global sum)
Payee Name : MBM WHEELPOWER PTE LTD			
Is Third Party Workshop GIA Registered? [<input checked="" type="checkbox"/>] 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: 28	
BOLA Liability: 100 (%)		Assessed Liability (*): 100 (%)	
* Assessed Liability to be filled only for chain collisions and for cases where BOLA does not apply.			
Remarks:			

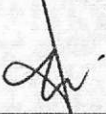


NOTE:

1. PLEASE EXPRESSLY RESERVE YOUR CLIENT'S RIGHTS IF SO REQUIRED IN THIS SETTLEMENT DOCUMENT.
2. 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.
3. 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>LM STEW THENG</u> Date: <u>30/08/19</u>	 Signature of Witness / Workshop stamp (if applicable) Name of Witness: <u>KON YIN SEW</u> Date: <u>30-8-19</u>
 Signature of AXA's surveyor/representative: Name of AXA's surveyor /Representative: Date:	



mbm wheelpower
DARE TO BE

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

TEL: 6338 7288

Attn: Motor Claims Dept

Tax Invoice: 60151
Date: 13/8/2019
Vehicle No.: SME8613Z
Make / Model: Honda Freed Hybrid
Chassis No.: GB71076020
Engine No.: LEB5611343
Year of Make: 2018
Accident Date: 9/7/2019

S/N	DESCRIPTION	Amount S\$
1	COSTS OF REPAIR - PART BY PART	\$ 8,463.01

Total :	\$	8,463.01
7% GST:	\$	592.41
Amount Due S\$	\$	<u>9,055.42</u>

For & on behalf
MBM WHEELPOWER PTE LTD



Prepared by: Yin Siew

MBM Wheelpower Pte Ltd
160 Sin Ming Drive #06-02
Sin Ming Autocity Singapore 575722
Customer Service Hotline 6262 8888
www.mbmwheelpower.com.sg
Company Registration Number: 200204110W
GST Registration Number: M90368446L



TAX INVOICE

GST REG. NO.: 200106276D

INVOICE TO
NG PECK KAI BLK 766 BEDOK RESERVOIR ROAD #05-24 SINGAPORE 479248

DATE	INVOICE NO.
31-Jul-2019	A 40421

DESCRIPTION	VHA NO.	DUE DATE	VEH. NO.
	A 40421	31-Jul-2019	SMM 6991 C
DESCRIPTION	NO. OF DAYS	RATE	AMOUNT
RENTAL FROM 15 JULY 2019 TO 25 JULY 2019 YOUR REF: SME 8613 Z	10	120.00	1,200.00
GST @ 7%			\$84.00
TOTAL			\$1,284.00

All cheques must be made payable to BKW Rent A Car Pte Ltd.
Please write the vehicle and invoice number on the reserve.



bizSAFE

BKW RENT A CAR PTE LTD

120 Lower Delta Road #02-15 Cendex Centre Singapore 169208 Tel: 6738 7777 Fax: 6738 6666

ACRA No: 20-0106276-D GST Reg. No: 20-0106276-D

24 HOURS HELPLINE : 6223 1122

VHA No: **A 40421**

VEHICLE HIRING AGREEMENT

Workshop: *MBM*

HIRER'S PARTICULARS

Name (as in I/C) *NG PECK KAI*
NRIC/Passport No: *[REDACTED]* Date of Birth: *1/7/1972*
Address: *BLK 766 BLOOM RESERVOIR* Age: *47*
RD 05-24 S: *479248*
Name & Address of Employer:
Occupation: Driving Exp:
Driving Licence No: *[REDACTED]* Passed Date: *23/4/2011*
D/L Type: Local/Int'l/Others:

Hirer's Own Vehicle No: *5416 86132* Replace Veh No:

Loan Vehicle No: *CMV 6771C* VR No:

Make & Model: *177 KVM 78* Auto/Manual Group:

		CHARGES		\$	cts
Daily	<i>10</i>	day	@ \$ <i>125</i>	Per day	<i>\$1200</i>
Weekly/Monthly		week	@ \$	Per week/Monthly	
Others					
CDW/PAI		@ \$		Per day/Monthly	
Delivery/Collection Svc					
GST <i>7%</i>				<i>984</i>	
OR No: (A) SUB-TOTAL				<i>\$1284</i>	
Patrol Level & Surcharge	OUT	E	1/4	1/2	3/4
	IN				
First	km FREE per day		GST		
Excess mileage	is chargeable		TOTAL CHARGES		
at	cents per km				

DRIVER'S PARTICULARS

Name (as in I/C)
NRIC/Passport No: *[REDACTED]* Date of Birth:
Address: Age:
Occupation: Driving Exp: Yrs
Driving Licence No: *[REDACTED]* Passed / Expiry Date:
D/L Type: Local/Int'l/Others: Contact No: *[REDACTED]*



NON WAIVER EXCESS (Subject to GST): \$ *2000*

ACCESSORIES CHECK

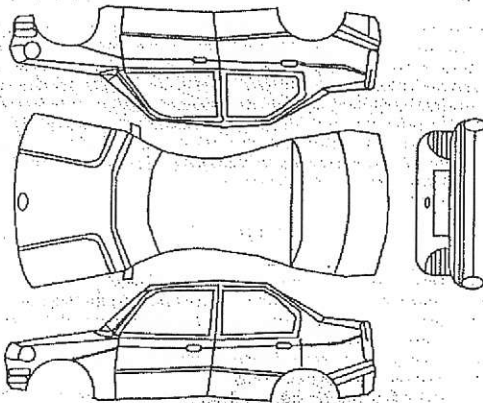
☐ Data Cards ☐ Camera Systems ☐ Hub Cap ☐ Radio / CD Cartridge
☐ Jack ☐ Tyre Opener ☐ Petrol Cap ☐ Spare Tyre

Hirer's Signature: *[Signature]*

Additional Driver's Signature:

SINGAPORE Use Only

INDICATE:
A - Accidents
D - Dents
S - Scratches
X - Crack



I have read and agree to the terms and condition on both sides of this agreement. If I have presented a charge/credit card for payment, I agree that all amounts payable under this agreement and for parking and traffic infringements may be billed to that account and my signature above will be considered to have been made on the charge/credit card voucher. All information I have been given BKW Rent A Car Pte Ltd in connection with this agreement is true.

IMPORTANT

- The Hirer and the authorized driver must be over 23 years of age and under 65 years and be holding valid driving licenses and have a minimum of 2 years regular and qualified driving experience. Failure to observe stipulation may return all damages costs to be borne by the Hirer/the Authorized Driver.
- All vehicles are supplied with petrol and should be returned with petrol level likewise. A service charge of \$5 on top of a petrol surcharge is payable by the hirer should he fail to return the vehicle at the appropriate petrol level.
- No refund for early return of vehicle. The hirer shall be liable for additional charges for any late return at the rate shown per hour per day, inclusive of CDW and/or PAI where applicable. Any returns after our operation hours will be charged as a full day rental.
- Use of the vehicle for illegal purpose (For instance: in connection with theft, drug peddling or trafficking, smuggling), is strictly prohibited.
- Vehicle strictly for Singapore use only and may not be driven out of Singapore without prior written consent of BKW Rent A Car Pte Ltd. The hirer is liable for a penalty fee of \$200 in addition to the appropriate insurance top up in the case of non-disclosure of Malaysia usage.
- The hirer and/or driver shall be responsible for all damages or losses howsoever caused, all traffic violations, fines and penalties imposed on the vehicle for whatsoever reason in respect of or in connection with its use or operation.
- The hirer and/or driver shall be responsible for all claims, damages, losses, increased insurance premiums, non-waiver excess and cost expense (including

- legal costs on a full indemnity basis), whatsoever and howsoever brought against, suffered or incurred by you in respect of the vehicle or the use or the operation of the vehicle. Full excess amount have to be paid immediately in the event of an accident. The owner reserve the right not to replace a replacement vehicle if an accident occurred. Any damage to the car will be repair at BKW authorized workshop.
- Smoke or permit smoking and transport of pets in the vehicle are not allowed. Any offensive smell e.g. cigarette, durian or pet's smell, the hirer and/or driver shall bear the cost of removing the offensive smell or pet's hair between \$200 - \$400.
- The Hirer agrees that a punctured tyre, empty petrol tank, loss of vehicle's key or locked keys inside of vehicle, by itself, does not constitute a breakdown and that in the event the owner's 24-Hours Emergency Service is called upon to respond to such occurrence, the Hirer shall bear the cost of such response at \$50.00 per trip.
- In case of accident, the hirer shall report to rental office immediately. An accident report must be made within 24 hours. Failure to comply, the hirer will have to borne all liability from all parties claim. Full excess amount have to be paid immediately in the event of an accident.
- The hirer/Driver also have the responsibility to ensure that the radiator/water level in the car is sufficient and do not drive when the vehicle is stall and does not have sufficient water. Any damage to the engine will be bear by the hirer/driver.
- All customers' data will be kept strictly confidential and is solely used for the purpose of completing the sales transactions and other relating matters.
- I understand and agree to the personal data collection statement stated on the Terms and Conditions Page.

Date Out	Time Out	Mileage	Check By	Remarks
<i>15/7/19</i>	<i>9:30AM</i>	<i>56</i>	<i>[Signature]</i>	<i>[Signature]</i>

Hirer's/Driver Signature

Return Of Vehicle: The Hirer Driver Is Required To Sign In The Column Signature Of Hirer Driver Failing Which The Day And Time Inserted Below Shall Be Deemed To Be The Day And Time The Vehicle Is Returned To BKW Rent A Car Pte Ltd And The Same Shall Be Accepted As Conclusive Evidence Of The Same And Shall Not Be Challenged Or Questioned On Any Account Whatsoever. And I had cleared my belonging items from the rental vehicle (cashcard, parking coupons, etc)

Date In	Time In	Mileage	Check By	Remarks
<i>16/7/19</i>	<i>6PM</i>	<i>51</i>	<i>[Signature]</i>	<i>[Signature]</i>

Hirer's/Driver Signature