

Hsiao Tong (LKKAUTO)

From: Hsiao Tong (LKKAUTO)
Sent: Monday, 11 November 2019 12:53 PM
To: VICTORPHA26@GMAIL.COM
Subject: ACCIDENT INVOLVING SJK 5785J(AXA) AND GBJ 5874K ALONG/AT BLK 682 HOUGANG AVE 4 ON 16/10/2019

11 Nov 2019

Mr POON HWA ONN

Dear Sirs/ Mdm

OUR REF : CC4/ASM19018928/Bpa3// S9M02420

YOUR REF : SJK5785J

ACCIDENT INVOLVING SJK 5785J(AXA) AND GBJ 5874K ALONG/AT BLK 682 HOUGANG AVE 4 ON 16/10/2019

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 third party claim(s) from BIFROST AUTO PTE LTD acting on behalf of the owner of GBJ5874K against your motor insurance policy.

Based on the accident report and accident scenario, liability is not in your favour as your vehicle was turning out from minor road(with stop line) and collided with third party who was on main road. Under Motor Accident Guide, traffic on main road has precedence. Therefore, we shall proceed to negotiate for an amicable settlement of the third party claim at best to avoid further litigation, which would escalate to even more cost.

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

As Insurers, they 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 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 to chewht@lkkauto.com within 7 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)
- Coloured photographs of accident scene (if any)
- Coloured photographs of damage to all vehicles involved (if any)
- Copy of the letter of authorization to confirm that the driver is allow to drive the vehicle.
- 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 us immediately. You may email it to cst@axa.com.sg or deliver it by hand to AXA 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), we 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 6742 3197 or email us at chewht@lkkauto.com.

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

Best Regards,

Hsiao Tong, Chew (Ms) | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6742-3197 | email: chewht@lkkauto.com | fax: 6741-4108

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

BIFROST AUTO PTE. LTD.

Co. Reg. No. : 201929175W

LETTER OF AUTHORISATION

Accident on 16/10/19 along Hougang Avenue 4
Involving vehicles GBJ 5874K & FJK 5786J

In consideration of Bifrost Auto Pte Ltd, 6001 Beach Road #22-01, Golden Mile Tower Singapore 199589, repairing my/our motor vehicle no GBJ 5874K at my request, I/We, MCC Flying Eagle ("the claimant") of

523897420 (address) bearing NRIC No 523897420 the owner of motor vehicle no GBJ 5874K, hereby authorize them to demand claim, settle and receive whatever amount settle payable by the insurance company or third party or commence legal proceeding for cost of repairs, loss of use and etc to any of their appointed solicitors to act for me/us in respect of the said accident/claim and all the amount claimed or settled shall belong and make payable to them absolutely by the insurance company of the third party. I/We further authorized them to give an absolute discharge on my/our behalf and to sign discharge voucher(s) and any other documents necessary or incidentals to the conduct and disposal of my/our above claims.

I/We further agree to fully co-operate and attend all court hearings that are necessary to prosecute the claims maintained by Bifrost Auto Pte Ltd.

I/We further agree and undertake to indemnify them against my/our claim for costs which arise therewith.

In the event that my/our claim is unsuccessful, I/we undertake to pay to Bifrost Auto Pte Ltd the cost of repairs to my/our vehicle.

In the event that settlement cheque were to be drawn in my/our favour, I/we hereby give my/our instructions to clear the said cheque on my/our behalf by presenting the same for payment directly into Bifrost Auto Pte Ltd account. Upon clearance of the said cheque, I/we further authorize Bifrost Auto Pte Ltd and/or their appointed law firm to utilize the monies to pay their charges without further reference to me. I confirm that the payment to Bifrost Auto Pte Ltd shall amount to a good discharge of Bifrost Auto Pte Ltd and/or their appointed law firm's obligation to me in respect of the settlement monies.

Dated this 24 day of 10 (month) 20 19 (year)



Signed by "the claimant"

Name: MCC Flying Eagle

NRIC No: 523897420



Signed by Bifrost Auto Pte Ltd

Name: _____



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SJK 5785J (Insd veh)	Model: Nissan Panel Van (2488cc)
	GBJ 5874K (TP veh)	
Date of Accident/ Time:	16/10/2019	

Repair Estimate:	: \$	13,214.29	
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):	: \$	5,500.00	

Payee Name: BIFROST AUTO PTE LTD

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

A) For Non GIA Registered Workshop:	Agreed Liability: <u>100</u> (%)
B) For GIA Registered Workshop:	BOLA Applicable: Yes/ No BOLA Scenario No: _____
BOLA Liability: _____ (%)	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/TORTEASOR 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 authorised client to act for and on their behalf in this accident.

Signature of workshop representative / Workshop stamp

Name of Representative: Mohamed Yusoff Yusoff

Date: 04/01/2020

Signature of Witness / Workshop stamp (if applicable)

Name of Witness: Koh Seng Leang

Date: 4/3/2020

Signature of AXA surveyor/representative:

Name of AXA's surveyor/Representative:

Date:

24/3/2020



TAX INVOICE

GST REG. NO.: 200106276D

INVOICE TO
MCC FLYING EAGLE 273 CHANGI ROAD SINGAPORE 419754

DATE	INVOICE NO.
05-Nov-2019	A 40866

	VHA NO.	DUE DATE	VEH. NO.
	A 40866	05-Nov-2019	GBE 6109 G
DESCRIPTION	NO. OF DAYS	RATE	AMOUNT
RENTAL FROM 24 OCTOBER 2019 TO 31 OCTOBER 2019 YOUR REF: GBJ 5874 K	7	120.00	840.00
GST @ 7%			\$58.80
TOTAL			\$898.80

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

BKW Rent-A-Car Pte Ltd
120 Lower Delta Road #02-15 Cendex Centre (S) 169208 Tel: 6738 7777 Fax: 6738 6666
ACRA No: 200106276D GST Reg. No: 20-0106276-D Website: www.bkw.sg
A subsidiary of BKW Automobile Pte Ltd



VEHICLE HIRING AGREEMENT

Workshop: *Kay*

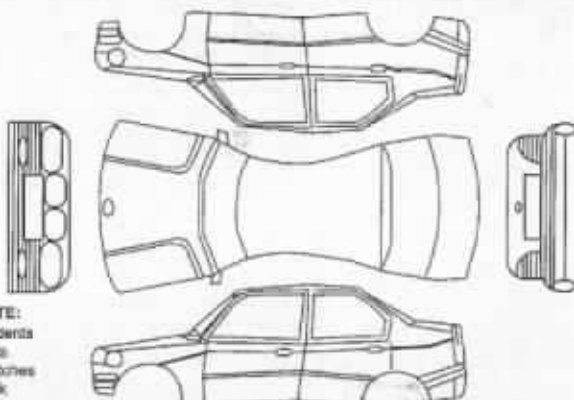
HIRER'S PARTICULARS

Name (as in IC): *Mr. P. S. P. S.*
NRIC/Passport No: *[REDACTED]* Date of Birth: *[REDACTED]*
Address: *233, Upper Macao Road* Age: *41/54*
S(*[REDACTED]*)
Name & Address of Employer:
Occupation: *[REDACTED]* Driving Exp.: *[REDACTED]*
Driving Licence No: *[REDACTED]* Passed Date: *[REDACTED]*
D/L Type: Local/Int'l/Others: *[REDACTED]*

DRIVER'S PARTICULARS

Name (as in IC): *Mr. P. S. P. S.*
NRIC/Passport No: *[REDACTED]* Date of Birth: *24/4/74*
Address: *113-555* Age: *32/52*
S(*[REDACTED]*)
Occupation: *[REDACTED]* Driving Exp.: *[REDACTED]*
Driving Licence No: *[REDACTED]* Passed / Expiry Date: *11/2/15*
D/L Type: Local/Int'l/Others: *[REDACTED]* Contact No: *[REDACTED]*

Hirer's Own Vehicle No: <i>6835774</i>		Replace Veh No:																																	
Loan Vehicle No: <i>111</i>		VR No:																																	
Make & Model: <i>BMW 520i</i>		Auto/Manual Group:																																	
<table border="1"> <thead> <tr> <th colspan="2">CHARGES</th> <th>\$</th> <th>cts</th> </tr> </thead> <tbody> <tr> <td>Daily</td> <td>7 day @ \$ <i>120</i></td> <td>Per day</td> <td><i>164.71</i></td> </tr> <tr> <td>Weekly/Monthly</td> <td>week @ \$</td> <td>Per week/Monthly</td> <td></td> </tr> <tr> <td colspan="4">Others</td> </tr> <tr> <td>CDW/PAI</td> <td>@ \$</td> <td>Per day/Monthly</td> <td></td> </tr> <tr> <td colspan="4">Delivery/Collection Svc</td> </tr> <tr> <td colspan="2">GST <i>7%</i></td> <td></td> <td><i>11.53</i></td> </tr> <tr> <td colspan="2">(A) SUB-TOTAL</td> <td></td> <td><i>176.24</i></td> </tr> </tbody> </table>				CHARGES		\$	cts	Daily	7 day @ \$ <i>120</i>	Per day	<i>164.71</i>	Weekly/Monthly	week @ \$	Per week/Monthly		Others				CDW/PAI	@ \$	Per day/Monthly		Delivery/Collection Svc				GST <i>7%</i>			<i>11.53</i>	(A) SUB-TOTAL			<i>176.24</i>
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First <i>100</i> km FREE per day	GST																																		
Excess mileage is chargeable at <i>10</i> cents per km	TOTAL CHARGES																																		



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: *[Signature]*

SINGAPORE Use Only

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 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 an 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
24/10/14	11:05AM	72457	12/11/14	

Hirer's/Driver Signature: *[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
24/10/14	11:05AM	72457	12/11/14	

Hirer's/Driver Signature: *[Signature]*

The user agrees that he is covered under a Vehicle Damage policy. Any coverage under this policy is limited to the current Owner's Car and is not transferable to any other vehicle. The user agrees to pay for any damage to the vehicle. The user agrees to pay for any damage to the vehicle. The user agrees to pay for any damage to the vehicle.

- On or prior to the expiration of the period of hire, the Hirer shall return the said vehicle together with all tyres, tools, accessories and equipment to the Owner at any of the Owner's designated stations in as good order and condition as the said vehicle was when collected by the Hirer from the Owner.
14. No relaxation, forbearance or indulgence by the Owner in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of the Owner hereunder nor shall any waiver or any breach operate as a waiver of any subsequent or continuing breach.
15. The Hirer is responsible for obtaining the required third party motor insurance with sufficient balance prior entry into any road in the LDP system.
16. In the breach of the terms and conditions of the agreement the Owner reserves the right to resume possession of the hired vehicle at any time from the Hirer in the Owners' named without prejudice.
17. The Owner shall not be liable in the event of any damage to any part or parts, whatsoever, and the Owner required or recommended by reason of the Owner assuming possession of the vehicle returned to the Owner as liable to any person for the motor, goods, actions or things not belonging to the Owner which are in or damaged to be in the vehicle at the time the Owner resumes possession of the vehicle.
18. The Hirer shall not take the said vehicle beyond mainland Singapore, Malacca or any other territory outside Singapore without the written consent of the Owner. Failure to comply with this term may enter serious consequences and the Hirer shall assume personal and full responsibility and in the event of the said vehicle being damaged, seized, confiscated or forfeited as a result thereof, the Hirer will indemnify the Owner for all losses incurred including the value of the said vehicle.
19. That in addition, the Hirer/Air Authorised Owner shall be deemed to have authorized the power of hire by reason of the Hirer's failure to return the said vehicle to the Owner's designated station and/or continued use of the said vehicle upon the same term and conditions. The Hirer shall also be deemed to have authorized and consented to removal of any replacement vehicle hired in lieu of the said vehicle by means of a new Rental Agreement or Replacement Voucher.
20. BKN Rent A Car Pte Ltd (BKN) is a Singaporean company incorporated under the Personal Data Protection Act 2012 (PDPA) which include the collection, use and disclosure of personal data for the purposes for which an individual has given consent to. The personal data collected by BKN Rent A Car Pte Ltd includes all personal data provided in this form, all other documents provided, or to be provided to us by you & your family members or other third parties, for the purpose of this and other application or transactions. It includes all personal data for us to include or otherwise use this application in transaction. The personal data provided in the application form will also include any subsequent information received for future sales transactions.
21. We may collect and use the personal data to:
- (a) carry out identity checks;
 - (b) communicate on purpose relating to car rental;
 - (c) determine and verify your creditworthiness for the financial;
 - (d) provide ongoing services and respond to your inquiries or instructions;
 - (e) make or receive payments;
 - (f) investigate and settle accident claims;
 - (g) recover any debt owed to us;
 - (h) detect and prevent fraud, unlawful or improper activities;
 - (i) conduct research and statistical analysis;
 - (j) coach employees and monitor for quality assurance.
22. **Consequence of withdrawing consent to the collection, use and disclosure of personal data.**
You may refuse or withdraw your consent for us to collect, use or disclose your personal data by giving us reasonable notice so long as there are no legal or contractual restrictions preventing you from doing so. For example, you may withdraw your consent for your personal data to be used for marketing purposes, and this withdrawal will not affect our ability to provide you with the products and services that you asked for or have with us.
But if you withdraw your consent for us to use your personal data for car rental purpose, this will affect our ability to provide you with the products and services that you asked for or have with us, including preventing us from keeping your insurance saved in hope of properly assessing and processing your car rental needs. Withdrawing such consent will require you to surrender or terminate all your agreement with us.
23. **Marketing material option**
Please indicate if you wish to receive marketing or promotional materials on our financial products or services via telephone calls, text messages, faxes, mails or emails. ☐ Yes ☐ No
If you do not indicate your option here, we will follow any existing report you may have indicated previously. We will use the correct particulars, including any update, you have given to us to contact you. You may make your request to withdraw your consent, accept or correct your personal data by writing to: the Data Protection Officer, BKN Rent A Car Pte Ltd, 120 Lower Delta Road, #02-15 Carstar Centre, Singapore 110208. Alternatively, you can email to: info@bkn.sg.
24. All customers' data will be kept strictly confidential and is solely used for the purpose of completing the sales transactions and other relating matters.
25. This agreement is governed by and shall be constructed in accordance with the laws of Singapore.

25. This agreement is governed by and shall be construed in accordance with the laws of Singapore.

> Back to OneMotoring



Land Transport Authority
10 Sin Ming Drive
Singapore 575701
GST Registration No. : M4-0006529-2

Print Date/Time : 22 Oct 2019 / 15:41:50

Receipt Date/Time : 22 Oct 2019 / 15:41:50

Tax Invoice/Receipt

Receipt No. : ITNET-00000-191022-002393

Previous Receipt No. :

S/N	Item Description/ Business Transaction Reference No.	Amount Before GST (S\$)	GST Amount (S\$)	Amount After GST (S\$)
Result of Insurance Enquiry - SJK5785J As at 16 Oct 2019/21:15:00 Insurance Co: AXA INSURANCE PTE LTD				
1	Insurance Enquiry - SJK5785J Enquiry Fee 20191022154102889762	7.00	0.49	7.49
Sub-Total		7.00	0.49	7.49
Total Before Rounding		7.00	0.49	7.49
Rounding Difference				0.04
Total Amount Payable				7.45

our vehicle:

GBJ 5874 K

Paid By		
xxxxxxxxxxxx6843	Credit Card: Visa/MasterCard	7.45
Total		7.45
Cash Change		0.00
Tendered Amount		7.45
Excess Refundable Amount		0.00

THANK YOU AND HAVE A NICE DAY!

Please ensure that all payments to the Authority are good and promptly settled by the payment service provider / financial institution. Otherwise, the transaction and receipt is considered void and late fee may apply.



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

TAX INVOICE

Our Ref No: GR-19-176532
Date of Request: 25/10/2019

Your Ref No: WALKIN JATI

BIFROST AUTO PTE LTD
6001 BEACH ROAD, #22-01 GOLDEN MILE TOWER
SINGAPORE 199589

Dear Sir/Madam,

Your Vehicle No: GBJ5874K
Date of Accident: 16/10/2019
Place of Accident: HOUGANG AVE 4
Involving Vehicle No: SJK5785J

DESCRIPTION	AMOUNT (S\$)
E-File Search Fee (Public)	14.02
GST Amount	0.98
Total Amount Due (GST Inclusive)	15.00

Thank You.

This is a computer generated document and requires no signature.

For GIARMC Official use:
Date:
☐ GIRO ☒ Cash ☐ Cheque

TAX INVOICE

Our Ref No: GR-19-176533

Date of Request: 25/10/2019

Your Ref No: WALKIN JATI

BIFROST AUTO PTE LTD
6001 BEACH ROAD, #22-01 GOLDEN MILE TOWER
SINGAPORE 199589

Dear Sir/Madam,

Date of Accident: 16/10/2019

Vehicle No: GBJ5874K

Place of Accident: HOUGANG AVENUE 4

Involving Vehicle No: SJK5785J

With reference to your application for the accident report, we have attached the following accident reports as requested:

DOCUMENTS	ACCIDENT LOCATION	PER DOC (S\$)	QTY	AMOUNT (S\$)
SJK5785J	HOUGANG AVENUE 4	14.00	1	13.08
GST Amount				0.92
Total Amount Due (GST Inclusive)				14.00

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.

Thank You.

This is a computer generated document and requires no signature.

For GIARMC Official use:

Date:

☐ GiRO ☒ Cash ☐ Cheque