

Stars Autoworks

160 Sin Ming Drive
#06-21 Sin Ming AutoCity
Email: starsautoworks@gmail.com

Date: 29th December 2020

Our Ref: SDV62H

Your Ref:

Attn: The Motor Claims Department

AXA Insurance (S) Pte Ltd

8 Shenton Way

#27-01 AXA Tower

Singapore 068811

Dear Sir,

ACCIDENT INVOLVING SJK4032E / SDV62H ON 20/12/2020

Please refer to the above-mentioned accident.

We are writing on behalf of **Stars Rental & Leasing**, the registered owner of motor vehicle no: **SDV62H** which was involved in the above accident.

We are instructed that the above accident was caused solely and completely by the negligence of your insured's vehicle no: **SJK4032E**. As a result of which, our client have suffered loss and expenses.

We are instructed by our client to claim for:-

1. Cost of Repair	:S\$2,600.00
2. Loss of Rental (7 days @ \$120.00/day)	:S\$ 840.00
TOTAL	<u>:S\$3,440.00</u>

We enclosed hereby the following documents for your consideration:

- (a) Final Repair Bill
- (b) GIA Report lodged by our driver
- (c) Owner & Driver I/C/Driving Licence
- (d) Certificate of Insurance
- (e) Rental Agreement

Kindly acknowledge receipt of the above said documents and your favourable reply is greatly appreciated.

Yours faithfully,

Stars Autoworks

Vincent Tan
Hp: 91459776

STARS AUTOWORKS

Reg No: 53398222K

160 Sin Ming Drive

Sin Ming Autocity #06-21

Singapore 575722

To AXA INSURANCE (S) PTE LTD
8 STANTON WAY
#27-01 AXA TOWER
S(068811)

Dear Sirs,

CLAIMANT:

ACCIDENT INVOLVING SJK 4032E AND SDV 62H ON 20/12/20
AT PASIR KIS FLYOVER TOWARDS TPE (SLE)

I/We, STARS RENTAL & LEASING, am/are the registered owner of motor
vehicle no: SDV 62H

Please note that I have assigned all compensation monies due to me/us in the above said accident
to M/S **STARS AUTOWORKS**.

I/We, hereby authorize you to release all compensation monies pertaining to the above-mentioned
accident to M/S **STARS AUTOWORKS** and forward your settlement cheque to M/S **STARS
AUTOWORKS** whom I had authorized to collect the said compensation monies.

Thank you.


.....
Signature of Claimant

Date: 19/01/21


.....
Witness By

Date: 19/01/21



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SJK 4032E (Insd veh)	Model: MITSUBISHI LANCER EX
	SDV 62H (TP veh)	
Date of Accident/ Time:	20/12/2020	

Repair Estimate	: \$	5,033.38	
Final Repair Cost	: \$	2,600.00	
Loss of Use	: \$		days at \$ per day
Rental (if any)	: \$	600.00	6 days at \$ 100.00 per day
LTA / GIA Search Fee	: \$		
Others:	: \$		
	: \$		
Final Settlement Sum	: \$	3,200.00	
Payee Name : STARS AUTOWORKS			
Is Third Party Workshop GIA Registered? [] YES [X] NO (Kindly indicate below)			
A)	For Non GIA Registered Workshop:		Agreed Liability: 100 (%)
B)	For GIA Registered Workshop:		BOLA Applicable: Yes/ No BOLA Scenario No: 27
	BOLA Liability: (%)		Assessed Liability (*): (%)
* 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: VINCENT
 Date: 19/01/2021

Signature of Witness / Workshop stamp (if applicable)
 Name of Witness: Marcus Lee
 Date: 19/1/2021

Signature of AXA's surveyor/representative:
 Name of AXA's surveyor /Representative:
 Date: 19/01/2021

Stars Autoworks

160 Sin Ming Drive
*#06-21 Sin Ming AutoCity
Singapore 575722

FINAL REPAIR BILL

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

DATE : 29/12/2020
VEHICLE NO : SDV 62 H
MAKE/MODEL : Mit. Lancer
ACC DATE : 20/12/2020
CLAIM NO : SDV 62 H
POLICY NO :

AMOUNT S\$

Lump sum repair inclusive of supplying parts, labour,
panel beating and spray painting

Total Amount: **2,600.00**

Singapore Dollars: Two Thousand Six Hundred Only.

STARS AUTOWORKS

Reg No: 53398222K
160 Sin Ming Drive
Sin Ming Autocity #06-21
.....Singapore 575722...
Stars Autoworks

Vehicle Rental Agreement

Details of Vehicle

Date Of Contract: 21/12/2020

Car Make/Model	TOYOTA VIOS 1.5A		
Registration No.	SMD7251X	Insurance Excess	SGD \$2,000
Engine Number	As Per Log card	Chassis Number	As Per Log card

Details of Hirer

Name	Yasser Bin Mohamed Ali		
NRIC/ROC/DOB	87729333G		
Address	5249 Tampines Central 7 # 08-45 5521524		
Contact Number	94551642		

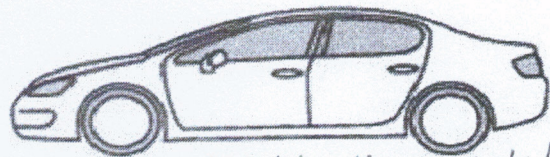
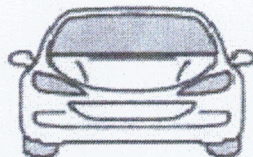
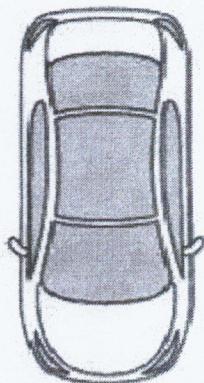
HEREBY AGREES TO RENT THE VEHICLE MENTIONED ABOVE

CONTRACT DATE	Commence: 21/12/2020		Ceases: 28/12/2020
AGREED RENTAL	\$120	Daily / Weekly / Monthly ACCIDENT REPLACEMENT	
Deposit Paid	500/-	Paid (Cheque/C.O/Cash) FOR SDV 62H.	
Adv. Installment		Paid (Cheque/C.O/Cash)	
M'sia Surcharge		Paid (Cheque/C.O/Cash)	

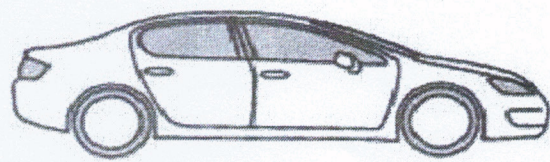
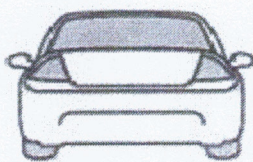
Handover Date & Time	21/12/2020 @ 11:11 AM
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*** It is hereby agreed that the hirer will be fully responsible for the vehicle from date and time stated above for any damages and/or any illegal acts done to arising from the use thereof including traffic offences.

TOTAL PAYMENT \$840/- (7 DAYS)



CAR RETURNED ON 28/12/2020 @ 5 PM




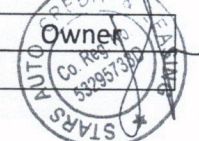
Legend	D: Dent C: Crack S: Scratch G: Gap P: Paint Off		
Petrol Level	BAR	Mileage on Handover	KM

Hirer's Signature & Date
Name:
ID No.:

STARS AUTO CREDIT & LEASING
Name:
ID No.

TERMS AND CONDITIONS FOR HIRER

1. Only persons who are above 22 and below 65 years of age, with at least 2 years of driving experience, authorized, licensed and/or signing this agreement may drive the vehicle.
2. All vehicles are supplied with petrol and should be returned with petrol level similar to the date of handing over. No refund of excess petrol.
3. Rims, windscreen, windows, and tyre damages are not covered under insurance, where applicable, charges range from SGD\$300 to SGD\$1000.
4. There will be no refund for early return of the vehicle. The Hirer shall be liable for late return charges at rates of SGD\$20 to SGD\$30 per hour per day depending on the type of vehicle. Late payment of rental charges will be subjected to a penalty of SGD\$20 on per occasion of late payment.
5. Smoking and Pets are strictly prohibited. In the event of stubborn stains, odours or whatsoever cleaning costs is required due to non-adherence of the stated prohibition, the Hirer will be liable for a penalty of SGD\$300.
6. The said vehicle (and all tools and accessories therein) is the property of the Owner and the Hirer shall be a mere bailed thereof and no interest in it shall pass on to the Hirer.
7. The hiring shall commence on the date and time specified and shall continue for the period and end of date and at the time stated unless extended as requested by the Hirer, subject to the consent of the Owner.
8. The Hirer shall pay in full the hire charges specified before the commencement of hiring. No part of such hire charges shall be refunded under any circumstances.
9. If the Hirer fail to return the said vehicle at the expiration of the period of hire, then without prejudice to the other rights of the Owner, the Hirer shall pay the Owner for every hour lapsing between the time of such expiration and the time when the said vehicle is returned to the Owner, such further other charges in accordance with the Owner's current rate of hire charges or at such other rates as the Owner may in its absolute discretion deems fit. All charges and amounts due which are not paid when due shall bear an interest of 10% per month until it has been paid.
10. The said vehicle may only be driven by the Hirer or persons who are designated and authorized therein (hereinafter called "authorized driver"). The Hirer and the authorized driver must be in possession of a valid driving license and shall at all times drive the said vehicle in a careful and reasonable manner, observing and adhering to all traffic regulations and laws, in the event of any breach thereof, the Hirer shall pay for all fines, costs of repairs and all costs including but not limiting to vehicle damages, the Hirer shall also be liable to answer for all Police and/or Court Summons in connection therewith. Particular attention is to be accorded to the following.
 - a. The Hirer shall not carry load or passengers more than the Motor Vehicle's allowed carrying capacity (i.e. (01) One Driver and (04) Four Passengers)
 - b. The Hirer shall not drive the said vehicle whilst under the influence of alcohol intoxicating or drugs and/or sedative medical consumption.
 - c. It is expressly forbidden to sublet the said vehicle to any other third party or to let unauthorized persons, learners to use the vehicle or permit the said vehicle to be used for illegal purpose (i.e. in connection with theft, drug pedalling or trafficking, smuggling or any other vice/criminal activities).
 - d. The Hirer and the authorized driver (if any) must be over the age of 22 years of age and under 65 years and must be holding a valid driver's license. Failure to observe and adhere to the stipulations stated herein will result in repudiating all costs and/or damages including but not limiting to the vehicle to the Hirer.
11. The Hirer agrees that a punctured tyre, empty petrol tank, flat battery due to negligence, activation of spare key such as loss of vehicle's key or vehicle's key locked inside the vehicle, by itself does not represent a breakdown and that in the event the Owner's Emergency Response is called upon to react to such an occurrence, the Hirer shall bear the cost of such response at a fee from SGD\$70, during office hours, to SGD\$100, out of office hours, per trip, excluding replacement costs, if any. Punctured and damaged tyre that cannot be reused shall be charged accordingly from SGD\$100 to SGD\$200 per tyre.
12. The Hirer or authorized driver (if any) shall report all accidents involving the said vehicle (regardless at fault or not) to the Owner immediately and should there be bodily injuries, report to the Police within 24hrs after the accident. The Hirer or authorized driver (if any) shall not admit or compound any claims either in partial or in full. Hirer is to secure the names and addresses of all witnesses as well as the registration number of all vehicles involved in the accident. All communications or letters received from the Police or third parties are to be forwarded to the Owner immediately. The Hirer shall not abandon the said vehicle without adequate provisions for safeguarding and security at the same time. Failure to comply with rules 5 and 7 will render the Hirer liable for all costs and or damages including but not limiting to the vehicle as a result.
13. The Owner shall not under any circumstances be liable to make any payment to the Hirer in respect of or to indemnify the Hirer against any loss, injury or damage sustained by the Hirer or by any third party as a result of the use of the said vehicle, or as a result of any defect therein and in taking delivery of the said vehicle. The Hirer shall be deemed to have satisfied himself that the said vehicle in all aspects is a roadworthy car in proper and safe condition.
14. Reservations and rental fees are strictly non-refundable. If for any reasons, the vehicle described in the schedule or any other vehicle ordered by the Hirer prior to the commencement of the period of hire is not available at the time of such commencement, the Owner reserves the right to replace the said vehicle with an alternate vehicle of similar seating or engine capacity and if no such alternate vehicle is available, the Hirer shall be refunded in full of any hire charges and/or deposit (if any) paid by the Hirer after offsetting the rental charges and costs incurred but shall have no other claims of any form any kind whatsoever against the Owner. However, if no deposit is paid, the Hirer must pay for the rental charges incurred on demand.
15. The Hirer shall pay for the cost of petrol during the period of hire provided always that the Hirer having taken delivery of the said vehicle with the petrol shall return it likewise, failure to do so, the Owner shall be entitled to refill the tank and the cost thereof shall be recoverable from the Hirer.
16. The vehicle is not covered by a motor insurance covering personal accident insurance for the Hirer, his passengers or authorized driver and the Owner shall not be responsible for any liability claims, injuries and/or otherwise in connection with any accident, death or the losses arising from the use of the vehicle. The owner may at the request of the Hirer and upon payment of the required charges, arrange for the separate personal accident coverage for bodily injury and/or death.
17. The said vehicle shall be covered under a Vehicle Insurance Policy which contains an excess clause as stipulated/stated in the current Owner's Car Rental.

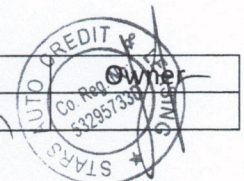
Hirer	Owner
	

STARS AUTO CREDIT & LEASING
Co. Reg. No. 3295738P

TERMS AND CONDITIONS FOR HIRER

18. No relaxation, forbearance or indulgence by the Owner in enforcing any of the terms and conditions of this agreement shall be prejudiced 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.
19. The Hirer is responsible for obtaining the required Cash Card with sufficient balance prior to entry into any roads with ERP system.
20. In the breach of the terms and conditions of the agreement, the Owner reserves the right to re-possess the hired vehicle at any time from the Hirer in the Owner's interest with prejudice and without prior notice.
21. The Owner shall not be liable to the Hirer or any person for any loss or damage whatsoever and howsoever caused or occasioned by reason of the Owner re-possessing the vehicle nor shall the Owner be liable to any person for monies, goods, articles and/or things not belonging to the Owner which are in or alleged to be in the vehicle at the time the Owner re-possess the vehicle.
22. The Hirer shall not take the said vehicle outside mainland Singapore, Malaysia or any territories outside Singapore with any written consent of the Owner. Failure to comply with this term may entail serious consequences and the Hirer shall assume personal and full responsibility and in the event the said vehicle is being damaged, seized, confiscated or forfeited as a result thereof, the Hirer shall indemnify the Owner for all losses incurred including but not limiting to the market value of the said vehicle.
23. That in addition, the Hirer shall be deemed to have extended the period of hire by reason of the Hirer's failure to return the said vehicle or continued possession and/or continued use of the said vehicle upon the same terms and conditions in respect of any replacement vehicle hired in lieu of the said vehicle by means of new Rental Agreement or Replacement Voucher.
24. 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 the Owner's designated venue in good order and/or as when vehicle was collected by Hirer.

I have read and agreed to the terms and conditions set forth. All information I have provided STARS AUTO CREDIT & LEASING in connection to this rental agreement is accurate and true, I have not suppressed and/or withheld any necessary information. I further consent to the collection, use and disclosure of my personal data by STARS AUTO CREDIT & LEASING and its related companies/associates sharing such personal data with its business partners/marketing partners and/or local authorities for the purpose of contacting me and/or sending me marketing and promotional material about you and/or their other products and services, benefits, promotions and rewards to conduct consumer or market research or to identify other products and services which may be relevant to me, using my contact particulars which STARS AUTO CREDIT & LEASING may have in its record from time to time including but not limiting to Singapore telephone number(s).

Hirer	
Owner	



STARS RENTAL & LEASING

50 Serangoon North Avenue 4 #02-11 First Centre Singapore 555856
F: +65 6570 8977

T: +65 9087 7770 |

Date: 28/12/2020

Name: Yasser Bin Md Ali

NRIC: SXXXX333G

Address: 524A Tampines Central 7 #08-45 S521524

**RE: Invoice for Rental Payment For SMD7251X TOYOTA
VIOS 1.5A**

Daily Rental: \$120

Rental Duration:

21st Dec 2020 to 28th Dec 2020 (7days)

Total Amount Payable: \$120 x 7 days = \$840



Marcus Lee

+65 9087 7770

Cecilia Chong (LKK Auto)

From: Cecilia Chong (LKK Auto)
Sent: Wednesday, 23 December 2020 3:51 PM
To: LKS41@YAHOO.COM.SG
Subject: <STANDARD LETTER> OUR REF: CC4/ASM20014319/Kga3 *** ACCIDENT INVOLVING SJK 4032E & SDV 62H ON 20/12/2020 ***

20 DECEMBER 2020

LEE KUAN SHIN
DRIVER: HENG WEI LIAN GERALDINE

Dear Sir/ Mdm

OUR REF : CC4/ASM20014319/Kga3
YOUR REF : SJK 4032E
ACCIDENT INVOLVING SJK 4032E & SDV 62H ALONG/AT Pasir Ris ON 20/12/2020

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 **StarsAutoWorks** acting on behalf of the owner of **SDV 62H** 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 from your company
- Authorisation letter & Relationship with driver
- ADDEMDUM FORM TO BE SIGN & RETURN
- Rental Agreement/ Leasing Agreement
- Coloured photographs of accident scene (if any)
- COUNTER CLAIM STATUS AGAINST THIRD PARTY
- 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](tel:67494274) or email us at ceciliachong@lkkauto.com.

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

Cc AXA Insurance Pte Ltd
(Motor Claims Dept)

"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 Wishes for Merry Christmas & Happy New Year 2021"

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)



Save the Earth. Print only when necessary.

« Re:<MANDATE IA> - SOM02Z9R {ACCIDENT INVOLVING
SJK 4032E & SDV 62H ON 20/12/2020}

Type

🔗 Question

Message

Hi CCL, proceed with mandate, LOU/LOR up to 6days first. Thanks

Reply