

Xin Hua Workshop Pte Ltd
Letter of Demand

Our Ref: SLC 9260 Z

16-Nov-2021

AXA Insurance Pte Ltd
8, Shenton Way,
#24-01 AXA Tower,
Singapore 068811

Dear Sir/Mdm:


ACCIDENT INVOLVING SLC9260Z AND SMW5961T ON 27-MAR-2021 AT ALONG KPE

We are acting on behalf of the owner/driver to recover his vehicle damages and losses sustainer in the above accident from the third party driver/ or insurers.

<u>Description</u>					<u>Amount</u>
Repair Costs					\$ 5,457.00
Loss of Rental	\$150.00	X	6	days	\$ 900.00
Loss Of Use	\$0.00	X	0	days	\$ -
Search Fees (LTA)					\$ 7.45
Surveyor fees					\$ -
Others Claim					\$ -
Amount					\$ 6,364.45

Please look into our client claims and let us hear from you shortly.

Thank you


Kerry Tan



Xin Hua Workshop Pte Ltd
Tel : 8399 6267
email : xinhuaworkshop@gmail.com

Letter of Authorization

Accident Involving my vehicle SLC 92602 & SMW 5961T on 27/3/2021
at along KPE

I/We, ZAINUL ARIFFIN M NIZAM

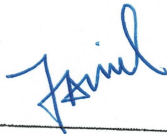
hereby authorize Xin Hua Workshop Pte Ltd, owner of vehicle no. SLC 92602
vehicle SLC 92602 which was damaged in the above accident.

I further authorize Xin Hua Workshop Pte Ltd to claim against the driver and/or the
owner of the other vehicle(s) involved in the said accident for the repair cost and the loss of
use/rental, and etc of my vehicle on my behalf and for the own benefit.

You are further authorized to appoint your solicitor and give instruction in my name for the purpose
of seeking recovery of the said cost of repairs and the loss of use/rental, and etc.

I further authorize you and/or your representative(s) to sign all and any documents including but not
limited to Release forms and Discharge Vouchers, so as to effect settlement of the repair costs, loss
of use/rental and etc, as well as legal fee and all disbursements related thereof.

I hereby undertake to co-operate with you and render you all the assistance (Including the re-
inspection of my vehicle an being a witness at trial) that may be necessary for you to recover the cost
of repairs and the loss of use of my vehicle against any party.



Signature/ Company Stamp

Name : ZAINUL ARIFFIN BIN MOHAMAD NIZAM
NRIC No : S8128442E
Hp Tel : 81950201
Address : 220A SUMATRA LANE
#05-89

Date : 27/3/2021



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SMW 5961T (Insd veh)	Model: HONDA VEZEL 1.5X A
	SLC 9260Z (TP veh)	
Date of Accident/ Time:	27/03/2021	

Repair Estimate	: \$	14,712.07	
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)	: \$	6,000.00	
Payee Name : XIN HUA WORKSHOP PTE LTD			
Is Third Party Workshop GIA Registered? [] YES [X] 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:

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>Chew Pei Kwang</u> Date: <u>22/11/21</u>	 Signature of Witness / Workshop stamp (if applicable) Name of Witness: <u>Keng Tan Hui Leng</u> Date: <u>22/11/2021</u>
 Signature of AXA's surveyor/representative: Name of AXA's surveyor /Representative: Date: <u>23/11/2021</u>	

"WITHOUT PREJUDICE FOR ANY OTHER CLAIMS"

Invoice

ADDRESS

AXA Insurance Pte Ltd
8 Shenton Way
#24-01 AXA Tower
068811

INVOICE 125

NO.

DATE 16/11/2021

DATE	DESCRIPTION	AMOUNT
	SLC 9260 Z - Honda Vezel Date of Accident: 27/3/2021 Lump Sum Repair for Third Party Claim	5,100.00
SUBTOTAL		5,100.00
GST TOTAL		357.00
TOTAL		S\$5,457.00

Accepted By

Accepted Date



Auto Star Automotive Pte Ltd
23 Kaki Bukit Ave 4
04-01
Singapore 415933
autostar.automotive@yahoo.com
Company Registration No. 202029008Z



ADDRESS
Zainul Ariffin Bin MHD Nizam
220A Sumang Lane,
#05-89,
Singapore 821220.

Invoice 1063

DATE 10/04/2021

DESCRIPTION	AMOUNT
SML 5733 Y - Renault Scenic Rental Period: 5/4/2021 - 10/4/2021 \$150 x 6 days (Replacement Vehicle: SLC 9260 Z)	900.00

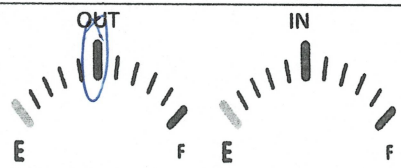
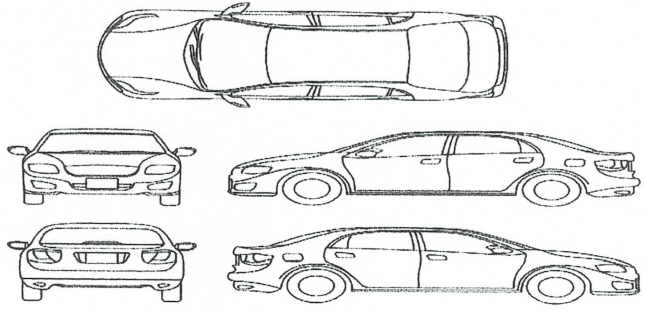
Cheque should be crossed and made to Auto Star Automotive
Pte Ltd or E-transfer A/C: 601-304835-001 OCBC Bank.

TOTAL S\$900.00

Accepted By Accepted Date

We appreciate your business and look forward to serve you again soon.

VEHICLE RENTAL AGREEMENT

HIRER'S PARTICULAR Name: (as in I/C) <u>Zainul Ariffin Bin MHD Nizam</u> NRIC / Passport No.: <u>S8728442E</u> Address (Res): <u>Blk 220A Sunong Lane #05-89</u> <u>Singapore 821220</u> Name & Address of Employer: _____ Occupation: _____ Driving Exp: _____ D/L No: <u>S8728442E</u> D/L Type: <u>Local</u> / International Pass Date: <u>01/06/2012</u> Date of Birth: <u>08/09/1987</u> Tel / HP: <u>81980201</u>				Veh No: <u>SML 5723 Y</u> Replace Veh No: <u>SLC9260Z</u> Mileage Out: _____ Mileage Out: _____ Make & Model <u>Renault</u> Make & Model _____ Auto / Manual <u>ECONIC</u> Auto / Manual _____ OUT: Date <u>05/04/21</u> OUT: Date _____ OUT: TIME <u>1100 am</u> OUT: TIME _____																																									
ADDITIONAL DRIVER'S PARTICULARS Name: (as in I/C) _____ NRIC / Passport No.: _____ D/L No: _____ D/L Type: Local / International Address (Res): _____ Tel / HP: _____				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">RENTAL CHARGES</th> <th></th> <th></th> </tr> <tr><td>Daily</td><td>@ \$</td><td></td><td></td></tr> <tr><td>Weekly</td><td>@ \$</td><td></td><td></td></tr> <tr><td>Monthly</td><td>@ \$</td><td></td><td></td></tr> <tr><td>Hours</td><td>@ \$</td><td></td><td></td></tr> <tr><td>Others</td><td>@ \$</td><td></td><td></td></tr> <tr><td>CDW</td><td>@ \$</td><td></td><td></td></tr> <tr><td>PAI</td><td>@ \$</td><td></td><td></td></tr> <tr><td>Delivery Service</td><td></td><td></td><td></td></tr> <tr><td colspan="2">SUB - TOTAL \$</td><td></td><td></td></tr> </table>		RENTAL CHARGES				Daily	@ \$			Weekly	@ \$			Monthly	@ \$			Hours	@ \$			Others	@ \$			CDW	@ \$			PAI	@ \$			Delivery Service				SUB - TOTAL \$			
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Refundable Deposit: _____ Cash/Nets/Cheque/Visa/MC Card No: _____ (A) - ACCIDENTS (D) - DENTS (S) - SCRATCHES				<div style="text-align: center;">  </div>																																									
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ACCESSORIES CHECK ___ Ashtray ___ Cig Lighter ___ S / Tyre ___ STD Tools ___ Jack ___ Hub Caps ___ Radio / Cass ___ CD / Cartridges ___ S / RIM				Hirer is responsible for the first \$ _____ excess for collision/damage to first party. (i.e.) Auto Stat Automotive Pte Ltd Vehicle (including windscreen) and also first \$ _____ excess for collision/damage to third party's vehicle for each and every accident/damage. Hirer's Signature: <u>Zainul</u> Addition Driver's Signature: _____																																									

I/We agreed to the terms and conditions above, overleaf and that all information given are true & correct in all respect. My/Our driving license(s) is/are current and not disqualified from driving. You may charge all amount due on the rental to my/our credit card.

***IMPORTANT**

- ONLY PERSONS ABOVE 25 YEARS OF AGE WITH MORE THAN 2 YEARS DRIVING EXPERIENCE, AUTHORISED, LICENSED AND SIGNING THIS AGREEMENT MAY DRIVE THE VEHICLE.
- VEHICLE IS STRICTLY FOR SINGAPORE USE ONLY AND MAY NOT BE DRIVEN OUT OF SINGAPORE WITHOUT PRIOR CONSENT OF THE COMPANY **AUTO STAR AUTOMOTIVE PTE LTD.**
- IN THE EVENT OF AN ACCIDENT, THE HIRER OF AUTHORIZED DRIVER:
 - shall report all accidents involving the said vehicle to the owner immediately;
 - shall take immediate steps to complete and sign Form MAR1 (Motor Accident Report Form) and do all others acts required in compliance with the 'NON-INJURY MOTOR ACCIDENT REPORTSCHEME' (the form will be made available when the accident is report to the owner);
 - shall report to the police within 24 hours from the occurrence, the following types of accidents:
 - injury case
 - non-injury case involving a Government vehicle, or damage to Government property.
 - non-injury case involving a foreign vehicle (to obtain their motor insurance policy (Passport No./ Name of the driver, vehicle number, Log card and vehicle road tax information.
 - non-injury case involving a pedestrian or cyclist.

RETURN OF VEHICLE. The Hirer/Driver is required to sign in the column "Signature of Hirer/Driver" tailing which the day and time inserted below shall be deemed to be the day and time the vehicle is returned to AUTO STAR AUTOMOTIVE 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.

DATE IN	TIME IN	MILEAGE	CHECKED BY	REMARKS	DEPOSIT REFUND	SIGNATURE OF HIRER/DRIVER
<u>10/04/21</u>						<u>Zainul</u>

HIRER:

TERMS & CONDITIONS


1. Hirer/ Named driver shall not use the vehicle for speeding, reckless driving, racing or any illegal activities. AUTO STAR AUTOMOTIVE PTE LTD reserves the rights to repossess the vehicle with additional SGD \$1,500/- compensation. Hirer shall be fully responsible for any damages and any other cost incurred as a result of such activities.
2. Hirer shall ensure the usage of vehicle is limited to Singapore only.
3. Should the vehicle be involved in any traffic offence during the rental period, the hirer agreed to be liable for and agree to pay all fines and any other amount government or semi government authority shall levy or impose.
4. Only the hirer or named driver is allowed to use the vehicle. In any circumstances that another driver apart from the hirer or named driver is found using the vehicle, the Owner reserves the rights to repossess the vehicle and Hirer is responsible for such cost incurred.
5. Should the Hirer meet with an accident or any loss or damage is caused to the Vehicle during the lease/ rental period, the Hirer must inform the Owner immediately. No repair is to be done without the Owner's approval. If ACCIDENT REPORT to the Insurance Company is required, the Hirer/ Named driver must assist us to lodge within 24 hours and assist us in the insurance claim pertaining to the accident.
6. The Hirer is responsible for the below Excess for loss or damage to vehicle or third party property for each and every accident during the period of rental.

Windscreen Excess: S\$ 100.00
Own Damage Excess (Section 1): S\$ 2,000.00
Third Party Excess (Section 2): S\$ 2,000.00
Young and Inexperienced Driver: Additional S\$ 3,000.00
(Below 26 yrs old and driving experience of 2 yrs and below)

7. Hirer is liable for any loss of, or any damage which include physical damage or any other general damages to the vehicle and its accessories during the rental period, the Hirer must make payment of such repair or replacement cost immediately.
8. The Hirer has to return the vehicle with the fuel at the same level as when collected the vehicle on 5/4/2021 (Date Out).
9. The Owner will not be responsible for any loss of or damage to personal belongings in the vehicle during rental period and after returning the vehicle.
10. Smoking, or transportation of pets is NOT allowed in the hired vehicle. Hirer is responsible for a penalty of S\$ 500.
11. The maintenance of the vehicle will be borne by AUTO STARS AUTOMOTIVE PTE LTD. If there is any problem to the vehicle or vehicle breakdown, Hirer/ Named Driver must report to the Owner immediately to seek advice or assistance.
12. During vehicle breakdown due to wear and tear or maintenance issue, the Owner shall within twenty-four (24) hours substitute with a similar replacement of the same or closest specifications & capacity. Replacement vehicle will be provided for any repair /maintenance / inspection of vehicle, which requires more than 4 hours. In the event whereby the Owner is unable to furnish a replacement vehicle, a rental rebate (based on prorated contract rate) will be credited to the Hirer for loss of vehicle usage during that period.
13. At any point of time, if the vehicle breakdown due to Hirer/ driver's negligence, tire puncture, empty petrol tank, loss of keys, keys locked in car or any other breakdown not due to vehicle maintenance or wear and tear, a nominal fee of S\$ 50 (Weekdays 8am to 8pm) and S\$ 100 (PH, Sat, Sun & Weekdays before 8am or after 8pm).
14. Should there be any breach of any of the above clauses, the Owner reserves the right to repossess the vehicle without any refund and Hire shall be liable to pay for the cost for the repossess.

Dated:

Signature of the Hirer


Name: _____

Auto Star Automotive Pte Ltd (the Owner)


Name: _____
Designation: _____


Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 27 Mar 2021 / 18:13:01

Receipt Date/Time : 27 Mar 2021 / 18:13:00

Tax Invoice/Receipt

Receipt No. : ITNET-00000-210327-001906

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 - SMW5961T As at 27 Mar 2021/16:00:00 Insurance Co: AXA INSURANCE PTE LTD				
1	Insurance Enquiry - SMW5961T Enquiry Fee 20210327181158881480	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
Paid By				
	20210327181213158	Direct Debit: eNETS Debit (Internet Banking)		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.

Hsiao Tong (LKKAUTO)

From: Hsiao Tong (LKKAUTO)
Sent: Monday, 5 April 2021 11:12 AM
To: YEEJOONCHIN@GMAIL.COM
Subject: ACCIDENT INVOLVING SMW 5961T(AXA)/ SLC 9260Z / OTHERS ALONG/AT SENGKANG KPE ENTRANCE TWDS VIVO CITY ON 27/03/2021

05 April 2021

Mr Yee Joon Chin *[By Email only]*

Dear Sirs/ Mdm

OUR REF : CC4/ASM21004078/ps3// S1M036OR
YOUR REF : SMW5961T
ACCIDENT INVOLVING SMW 5961T(AXA)/ SLC 9260Z / OTHERS ALONG/AT SENGKANG KPE ENTRANCE TWDS VIVO CITY ON 27/03/2021

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 XIN HUA WORKSHOP PTE LTD acting on behalf of the owner of SLC 9260Z against your motor insurance policy.

Pursuant to the above said accident wherein you and/or your authorized driver had amongst other information given us your version of how the accident had occurred, we as the appointed agent of your insurers shall proceed to negotiate for an amicable settlement with third party claimant.

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

HQ : Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 |

S(408933)