Xin Hua Workshop Pte Ltd Letter of Demand

Our Ref:

SMR 9562 L

15-Nov-2021

AXA Insurance Pte Ltd

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

Dear Sir/Mdm:

ACCIDENT INVOLVING SMR9562L AND SKZ1976K ON 5-APR-2021 AT ALONG JALAN MEMBINA

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.

Description					Amount	
Repair Costs					\$	3,210.00
Loss of Rental	\$120.00	X	7	days	\$	840.00
Loss Of Use	\$0.00	X	0	days	\$	_
Search Fees (LTA)				,	\$	7.45
Surveyor fees					\$	NA
Others Claim					\$	-
				Amount	\$	4,057.45

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 SMR 9562L & SK2 1976k on 05/04/2021 at along Jalan Membing
	Howe, Alpine Car Rental Ple Ltd., owner of vehicle no. SMR 9562 L vehicle SMR 9562 L which was damaged in the above accident
	I further authorize What workshop Pie Lid 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.
	OFE LTO A
	Signature/ Company Stamp
	Name: Alpine Cor Rental Pte Ltd NRIC No: 1990 03483 E
	Hp Tel : 6511 3021 Address : 7 461 close
,	Algine (entre 5 (408604)
-	(400007)

06/04/21

Date



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SKZ 1976K (Insd veh)	
	SMR 9562L (TP veh)	Model: BMW 216i
Date of Accident/ Time:	05/04/2021 06:35	

uchan ra	timate	:\$	10,304.90		
Final Rep	air Cost	:\$			
Loss of U	se	:\$		days at \$	per day
Rental (if	any)	:\$		days at \$	per day
LTA / GIA	Search Fee	:\$			
Others:		:\$			
		:\$			
Final Set	tlement Sum	:\$	3,800.00	GLOBAL SUM	1
Payee Na	ame : XIN HUA WO	RKSHOP PTE L	.TD		
Is Third P	arty Workshop GIA Regi	stered? [YES [X] NO (Kindly indicate below)		
A)	For Non GIA Regis	tered Worksho	p: Agreed Liability 100 (%	5)	
A) B)	For Non GIA Regis		p: Agreed Liability 100 (% BOLA Applicable: Yes/No BOL		27
		d Workshop:		A Scenario No: _2	27
	For GIA Registere BOLA Liability:	d Workshop:(%)	BOLA Applicable: Yes/ No BOL	A Scenario No: _2	27

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.

e 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: Chew (le knowy)
Date: 26/11/21

Signature of Witness / Workshop stamp (if applicable) Name of Witness:

Date:

26/11/203

Signature of AXA's surveyor/representative: Name of AXA's surveyor /Representative:

Date: 26/11/2021

"WITHOUT PREJUDICE FOR ANY OTHER CLAIMS"



Xin Hua Workshop Pte Ltd

23 Kaki Bukit Ave 4 #04-01 (South Wing) Singapore 415933 xinhuaworkshop@gmail.com GST Registration No. : 201838521G

Tax Invoice

BILL TO

AXA Insurance Pte Ltd 8 Shenton Way #24-01 AXA Tower 068811
 INVOICE
 XHW-INV-210283

 DATE
 26/11/2021

 TERMS
 Due on receipt

 DUE DATE
 26/11/2021

DESCRIPTION SMR 9562 L - BMW 216 Date of Accident: 5/4/2021 Lump Sum Repair for Third Party Claim		3,000.00
All cheque payments should be crossed and made payable to "XIN HUA WORKSHOP PTE LTD" Please indicate the invoice no. on the reverse side	SUBTOTAL GST TOTAL TOTAL	3,000.00 210.00 3,210.00
	BALANCE DUE	S\$3,210.00

Transfer the amount to the business account below.

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



ADDRESS

Alpine Car Rental Pte Ltd / Koh

Bock Hwa

7 Ubi Close,

Singapore 408604.

nvoice 1062

DATE 13/04/2021

DESCRIPTION

SLT 5810 Z - Opel Mokka

Rental Period: 6/4/2021 - 13/4/2021

\$120 x 7 days

(Replacement Vehicle: SMR 9562 L)

AMOUNT

840.00

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

TOTAL

S\$840.00

Accepted By

Accepted Date



VEHICLE RENTAL AGREEMENT

HIRER'S PARTICULAR ALL	Veh No: SLT 58107	B 1
Name: (as in 1/c) Alpine Car Kenlal Ple L16	Mileage Out:	Replace Veh No:SMR 95620
NRIC / Passport No.: /990 03 483E	Make & Model	Mileage Out:
Address (Res): 7 Whi Clark Alpha Centre	Auto / Manual Morks	Make & Model
3 (408604)	OUT: Date 6/4/2021	Auto / Manual
Name & Address of Employer:		OUT: Date
3841 31487	OUT: TIME	OUT: TIME
Occupation: Driving Exp:	RENTAL CHARGES	And the second of
D/L No:D/L Type: Local / International	Daily @\$	4-30
Pass Date: Date of Birth:	Weekly @\$	
Tel / HP:	Monthly @\$	
ADDITIONAL DRIVER'S PARTICULARS	Hours @\$	
Name: (as in I/C) Koh Bock Hwa	Others @\$	
NRIC / Passport No.: 5/428632B	CDW @\$	
D/L No: 51478632B D/L Type: Ocal / International	PAI @\$	
Address (Res): 498 (YIshm St 44 # 08-171 5 (763478) Tel/HP: 96157197	Delivery Service	
5 (163478) Tel/HP: 96157197		TAL 4
Refundable Deposit:	SUB – TO	JIAL\$
Cash/Nets/Cheque/Visa/MC Card No:	OUT IN	Design Course Teach base 2
(A) – ACCIDENTS (D) – DENTS (S) – SCRATCHES	E F E	'/ F
	EXTENSION	
	Collection Service	
	Misc.	
	ESTIMATED TOTAL REN	ITAL\$
	Hirer is responsible for the first \$ collision/damage to first party. (i.e.) \(\text{Vehicle} \) (including windscreen) and all collision/damage to third party's vehicle accident/damage.	Auto Stat Automotive Pte Ltd so first \$ excess for icle for each end every
ACCESSORIES CHECK	accident/damage.	ms (2()2)
Ashtray Cig Lighter S / Tyre	Hirer's Signature:	OLT 33
STD ToolsJack Hub Caps	iller a digitature:	The second secon
Radio / Cass CD / Cartridges S / RIM	Addition Driver's Signature:	VO)
/We agreed to the terms and conditions above, overleaf and that all infor	mation given are true & correct in all r	espect 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.

- 1. ONLY PERSONS ABOVE 25 YEARS OF AGE WITH MORE THAN 2 YEARS DRIVING EXPERIENCE, AUTHORISED, LICENSED AND SIGNING THIS AGREEMENT MAY DRIVE THE VEHICLE.
- 2. 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.
- 3. IN THE EVENT OF AN ACCIDENT, THE HIRER OF AUTHORIZED DRIVER:
 - (i) shall report all accidents involving the said vehicle to the owner immediately;
 - (ii) 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 REPORTSCEHEME' (the form will be made available when the accident is report to the owner);
 - (iii) shall report to the police within 24 hours from the occurrence, the following types of accidents:
 - (a) injury case
 - non-injury case involving a Government vehicle, or damage to Government property. (b)
 - non-injury case involving a foreign vehicle (to obtain their motor insurance policy (Passport No./ Name of the driver, vehicle number, Log card and (c) vehicle road tax information.
 - (d) 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.

ME IN MILEAG	GE CHECKED BY	REMARKS	DEPOSIT REFUND	Mars Con 32
				SIGNATURE OF HIRER/DRIVER
	ME IN MILEAG	ME IN MILEAGE CHECKED BY	ME IN MILEAGE CHECKED BY REMARKS	STEELE ST. MEINAMS DELOSTI REPOND

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): \$\$ 2,000.00

Third Party Excess (Section 2):

S\$ 2,000.00

Young and Inexperienced Driver: Additional \$\$ 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 ____6 [4 (202)] (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:

Name:

Signature of the Hirer

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 :

07 Apr 2021 / 16:29:33

Receipt Date/Time :

07 Apr 2021 / 16:29:14

Tax Invoice/Receipt

Receipt No.: ITNET-00000-210407-002678

Previous Receipt No.:

S/N Hom Description				
S/N Item Description/ Business Transaction Reference No.		Amount Before	GST Amount	Amount After GST
Result of Insurance Enquiry - SKZ1976K As at 05 Apr 2021/06:20:00 Insurance Co: AXA INSURANCE PTE LTD Insurance Enquiry - SKZ1976K		GST (S\$)	(S\$)	(S\$)
Enquiry Fee 20210407162813774178		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			
	20210407162829243	Direct Debit: eN (Interne	ETS Debit et 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.

Cecilia Chong (LKK Auto)

From: Cecilia Chong (LKK Auto)

Sent: Wednesday, 11 August 2021 4:00 PM **To:** chowwaimeng@singnet.com.sg

Subject: <STANDARD NOTIFICATION LETTER> OUR REF: CC4/ASM21004536/Aga3 ***

ACCIDENT INVOLVING SKZ 1976K & SMR 9562L ON 05/04/2021 ***

Importance: High

11 AUGUST 2021

Chow Wai Meng

DRIVER: Chow Yue Sum

Dear Sir/ Mdm

OUR REF : CC4/ASM21004536/Aga3

YOUR REF : SKZ 1976K

ACCIDENT INVOLVING SKZ 1976K & SMR 9562L ALONG/AT Jalan Membina ON 05/04/2021

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 claim from **XIN HUA WORKSHOP PTE LTD** acting on behalf of the owner of **SMR 9562L** 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 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."

Note: We are on work from home arrangement. All correspondence should be made via email. Submission of claim related documents will be in softcopy. Any inconvenience caused is much regretted.

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>

Туре

Question

Message

Pls proceed as per proposed mandate.

Reply