

Xin Hua Workshop Pte Ltd
Letter of Demand

Our Ref: SMN 4943 A

30-Sep-2021

AIG Asia Pacific Insurance Pte Ltd
AIG Building
78 Shenton Way, #07-06
Singapore 079120

Dear Sir/Mdm:

**ACCIDENT INVOLVING SMN4943A AND SJX9133X ON 22-MAY-2021 AT ALONG PIE
TOWARDS CHANGI BEFORE BKE EXIT**

**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>					Amount
Repair Costs					\$ 18,190.00
Loss of Rental	\$220.00	X	14	days	\$ 3,080.00
Loss Of Use	\$0.00	X	0	days	\$ -
Search Fees (LTA)					\$ 7.45
Surveyor fees					\$ -
Others Claim					\$ -
Amount					\$ 21,277.45

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

XIN HUA WORKSHOP PTE LTD
REG: 201838521G
23 KAKI BUKIT AVE 4,
#04-01 (SOUTH WING),
SINGAPORE 415933.
TEL: 6844 1985
FAX: 6844 5185




AUTHORISATION & INDEMNITY LETTER

I/We Er Boon York NRIC No./UEN No. S8372964C
(the third party claimant), having address at 348 Kang Ching Rd #07-153
SC 6103481 and the owner of SMN 4943A (vehicle) hereby to authorize XIN HUA
WORKSHOP PTE LTD to repair the damage to my vehicle in a reasonable time that was pursuant to the
accident which occurred 22/5/2021 (date) along PTE Towards Changi Before
BKE Exit involving vehicle/s SMN 4943A and SJX 9133X

I/We understand, acknowledge and agree that:

- I/We, the owner of vehicle no. SMN 4943A hereby instruct & authorise XIN HUA WORKSHOP PTE LTD to commence repairs to the said vehicle.
- I/We confirm that you are hereby authorized to handle the repair the vehicle and/or to negotiate and settle my claims, relating to the above mentioned accident, which I/We may have, against other third party/parties, or insurers, and/or to instruct lawyers on my/our behalf, to facilitate the third party claim for me/us.
- You have my/our authority to instruct my/our solicitors to negotiate a settlement with the third party and/or his insurers on such terms as you deem fit.
- You are hereby authorized to execute and/sign any document discharge voucher/ agreements regarding my/our claims/case for my convenience. You are also hereby authorized to receive on my/our behalf monies/claims, correspondences in connection with this said claims.
- I/We confirm that an event of an unsuccessful claims, against the negligent party, and/or my own insurer for the damages caused to my vehicle, I agree to pay all repair costs and any incidental expenses incurred by you, or the lodge an own damage claim (only for Comprehensive Cover) to cover the expenses incurred.
- I/We also hereby instruct and authorized you deduct from the claim monies received from the third party all outstanding balances that are still owing to you, namely the balance of repair cost, rental of substitute vehicles and any other incidentals related to the accident claims.


22/05/2021
Owner Signature / Company Stamp / Date


22/05/2021
Witness Signature / Name / Date

RELEASE VOUCHER
(AIG Asia Pacific - Express Third Party Claim)

"We/I, XIN HUA WORKSHOP PTE LTD ("the workshop") hereby confirm that we/I have reached an agreement with the appointed surveyor of AIG Asia Pacific Insurance Pte Ltd LKK AUTO CONSULTANTS PTE LTD (name of surveyor) with respect to the amount claimed for S\$19,900.00 (Global Sum) for vehicle no. SMN 4943A that was damaged pursuant to the accident which occurred on 22/05/2021 (date) along PIE BEFORE BKE EXIT involving vehicle no/s SJX 9133X.

This is pursuant to the inspection conducted on 24/05/2021 (date) at "the workshop".


We/I confirm that we/I are/am authorized by the owner ER BOON YORK the third party claimant") of vehicle no. SMN 4943A make the claim as set out in the above paragraph and we/I have full authority to settle the matter on his/her behalf in a manner that we/I deem fit. We/I enclose herein the letter of authority given by "the third party claimant".

We/I further confirm that we/I will indemnify AIG Asia Pacific Insurance Pte Ltd for all damages, loss and/or expense that they will or have already incurred in the event that "the third party claimant" after the above said agreement lodges a further claim against the former for any loss and expenses suffered pertaining to costs of repairs and/or rental and/or loss of use pursuant to the damage to SMN 4943A (vehicle no.) as a result of the accident.


We/I confirm that the agreement reached above is in full and final settlement of any claim of "the third party claimant" pursuant to the accident and that further this settlement is reached on a without prejudice and without admission of liability basis.

This agreement is subject to the application of Singapore law and the Singapore Courts have exclusive jurisdiction over any dispute arising out of the same.

Dated this 12 (day) of 11 (month) 2021 (year)



Signed by appointed surveyor



Signed by "the workshop" (with chop)

"WITHOUT PREJUDICE FOR ANY OTHER CLAIMS"

Tax Invoice

BILL TO
AIG Asia Pacific Insurance Pte Ltd
AIG Building #07-06
78 Shenton Way
079120

INVOICE	XHW-INV-210265
DATE	11/11/2021
TERMS	Due on receipt
DUE DATE	11/11/2021

DESCRIPTION	AMOUNT
SMN 4943 A - Lexus ES250 Date of Accident: 22/5/2021 Lump Sum Repair for Third Party Claim	17,000.00

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 17,000.00
	GST TOTAL 1,190.00
	TOTAL 18,190.00

	BALANCE DUE S\$18,190.00

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

Er Boon York
348 Kang Ching Rd,
#07-153,
Singapore 610348.

Invoice 1049

DATE 04/06/2021

DESCRIPTION

AMOUNT

SLU 2288 X - Audi
Rental Period: 22/5/2021 - 4/6/2021
\$220 x 14 days
(Replacement Vehicle: SMN 4943 A)

3,080.00

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

TOTAL

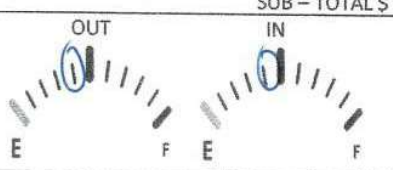
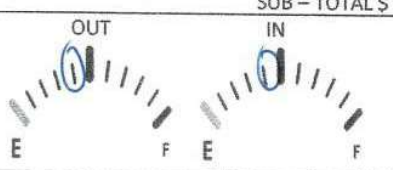
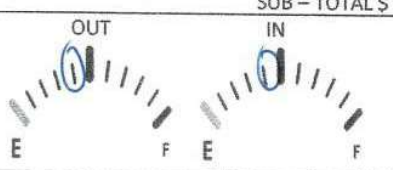
S\$3,080.00

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>Er Boon York</u> NRIC / Passport No.: <u>S8372964C</u> Address (Res): <u>Blk 348, Kang Ching Rd</u> <u>#07-153, S610348</u> Name & Address of Employer: _____ Occupation: _____ Driving Exp: <u>14yrs</u> D/L No: _____ D/L Type: Local / International Pass Date: _____ Date of Birth: _____ Tel / HP: _____		Veh No: <u>SLV3386X</u> Replace Veh No: <u>SMN4943A</u> Mileage Out: _____ Mileage Out: _____ Make & Model <u>Audi</u> Make & Model <u>BMW 65250</u> Auto / Manual _____ Auto / Manual _____ OUT: Date <u>22.05.2021</u> OUT: Date _____ OUT: TIME <u>1520</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" style="text-align: right;">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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">  </td> <td style="width: 50px;"></td> </tr> <tr> <td>EXTENSION</td> <td></td> </tr> <tr> <td>Collection Service</td> <td></td> </tr> <tr> <td>Misc.</td> <td></td> </tr> <tr> <td style="text-align: right;">ESTIMATED TOTAL RENTAL \$</td> <td></td> </tr> </table>				EXTENSION		Collection Service		Misc.		ESTIMATED TOTAL RENTAL \$																															
																																											
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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

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
 - (b) non-injury case involving a Government vehicle, or damage to Government property.
 - (c) 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.
 - (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.

DATE IN	TIME IN	MILEAGE	CHECKED BY	REMARKS	DEPOSIT REFUND	SIGNATURE OF HIRER/DRIVER
<u>4/6/2021</u>	<u>7:30pm</u>		<u>4</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 22/5/2021 (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 repossession.

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 : 22 May 2021 / 16:43:58

Receipt Date/Time : 22 May 2021 / 16:43:56

Tax Invoice/Receipt

Receipt No. : ITNET-00000-210522-001711

Previous Receipt No. :

S/N	Item Description/ Business Transaction Reference No.	Amount Before GST (\$)	GST Amount (\$)	Amount After GST (\$)
Result of Insurance Enquiry - SJX9133X As at 22 May 2021/15:15:00 Insurance Co: AIG ASIA PACIFIC INSURANCE PTE. LTD.				
1	Insurance Enquiry - SJX9133X Enquiry Fee 20210522164314759317	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			
	421808XXXXXX7506	eNETS Credit Card		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: Monday, 21 June 2021 12:51 PM
To: JEM-1958@HOTMAIL.COM
Subject: <STANDARD NOTIFICATION LETTER> OUR REF: CC6/AIG21006184/Ags3 *** ACCIDENT INVOLVING SJX 9133X & SMN 4943A ON 22/05/2021 ***

Our Ref: CC6/AIG21006184/Ags3
21 JUNE 2021

TAY HEE HUAT
DRIVER: TAY JARON

Dear Sir/Madam,

ACCIDENT INVOLVING SJX 9133X & SMN 4943A ON 22/05/2021

We refer to the above accident. We are the Appointed Surveyor and Loss Adjuster Company by your Motor Insurer (AIG Asia Pacific Insurance Pte Ltd.) to resolve the claim against you and/or your authorized driver under the Auto Insurance policy taken up with them.

This is to inform you that we received a Third Party Claim from **SMN 4943A**.

Based on the accident report and accident scenario, liability is down against us. We will therefore proceed to negotiate for an amicable settlement with the Third Party.

Should you however wish to further discuss on the matter prior to our negotiations and settlement, please contact us within 10 days from the date of this letter.

Please note that your No-Claim Discount (NCD) (if any) will be affected and reduced by 30% (20% for commercial vehicles) upon next renewal due to this Third Party claim. However, if your policy has a NCD protector feature, it will be deemed utilized for this claim and your NCD will be protected.

Please call us if you have further queries.

c.c. AIG Asia Pacific Insurance Pte Ltd
(Motor Claims Dept)

"Kindly note that this negotiation between parties on this matter is purely on a without prejudice basis with the sole intention of resolving the matter amicably without parties resorting to legal proceedings. No admission of liability, whatsoever, should be deemed / inferred from this negotiation of terms/settlement."

In the event of new evidence being discovered or subsequently produced by either party that will materially affect/influence on the issues of liability/damages, either party is not bound, thereafter, by the negotiation terms/settlement."

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.

Print Received Message

This mail is associated with :

***SMN4943A (8636666000SG)**
[SJX9133X]

TP
ER BOON YORK
May 22 2021 3:00PM
[TAY HEE HUAT]
Xin Hua Workshop Pte Ltd

From **AIG Asia Pacific Insurance Pte. Ltd. (Express) (AIG_SG_EXPRESS)**, sent on **28/10/2021 13:27 PM**.
To LKK_HQ
Subject **Alert - Adj Mandate Approved (\$20537.45) - SMN4943A - Claim Handler: MdNoor, Norsiah**

Approved:20537.45:Subject to Final repair bill