

CARSMITH PTE LTD

Email: claims@carsmith.biz / info@carsmith.biz Contact: 9091 0000

25th November 2022

Your Ref: SH9519U

Our Ref: SMY425Y

AXA INSURANCE PTE LTD

9 North Buona Vista Dr

#18-01/06 The Metropolis Tower 1

Singapore 138588

Attn: Motor Claims Department

Dear Sir/Madam,

CLAIMANT: PEH GUAN KIAT

PROPERTY DAMAGES CLAIMS AS A RESULT OF A ROAD TRAFFIC ACCIDENT INVOLVING MOTOR VEHICLES NO. SMY425Y & SH9519U ALONG CHENG SAN MARKET & COOKED FOOD CENTRE OPEN CARPARK ON 10.11.2022.

1. We act for **PEH GUAN KIAT**, the owner of vehicle No. **SMY425Y** involved in the abovementioned road accident, in his claim for damages of the consequential property losses and expenses incurred as a result of the said accident.
2. We are instructed that the accident was caused solely or contributed by your / your authorized driver's / your insured's authorized driver's negligent driving, use and/or management of motor vehicle No. **SH9519U**.
3. Copies of the following supporting documents are enclosed herewith for your perusal: -

a.	Singapore Accident Statement / Police Report
b.	Rental Agreement / Invoice

4. As a result of the accident, our client has been put to loss and expenses, particulars of which are as follows.

i.	Cost of Repair + GST	S\$ 5,029.00
ii.	Pre-Inspection Days – 2 Days	S\$ 214.00
iii.	Loss of Use – 5 Days	S\$ 535.00
iv.	Total	S\$ 5,778.00

In compliance with the protocol, we have engaged your panel of surveyor for the damages claim to the said amount. Do refer to attachment and we hope to have an amicable settlement reply soon.

5. You may acknowledge receipt of this letter by email to: claims@carsmith.biz

Yours faithfully

CARSMITH PTE LTD

LETTER OF AUTHORISATION

To: CARSMITH PRIVATE LIMITED

RE: ACCIDENT INVOLVING VEHICLE NOS. SMY425Y & SH95194

ALONG CHENG SAN MARKET & COOKED FOOD CENTRE OPEN CARPARK ON

10.11.2022.

I/We PEH GUAN KIAT NRIC / Passport No.: S6816815E

the owner of vehicle no SMY425Y hereby authorise you to commence repair to the said vehicle forthwith. In consideration of you repairing my/our vehicle at my / our request:

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1. I/We hereby irrevocably authorise you to demand, claim, settle (in any manner you deem fit), receive whatever amount settled/payable by the insurance and/or third party or to commence legal proceedings, if necessary, in my/our name for the cost of repair and loss of use, etc and to appoint any solicitor to act for me/us in respect of the claim and all or any amount claimed, received and/or settled shall belong absolutely to you. I/We agree to assign the whole proceeds of my/our third-party claim to you and my/our solicitors (to be appointed by you on my/our behalf) shall accept this as my/our irrevocable authorisation to pay the amount compensated directly to you after deduction of their costs on a solicitor and client basis. I/We undertake to co-operate fully with you and my/our solicitors to see the claim to a successful conclusion.
2. If the third-party claim is unsuccessful or in your discretion inappropriate for any reason, I/we hereby instruct and authorise you to claim directly from my/our insurance company on my/our behalf for all monies due to you. I undertake to pay you for the excess applicable under my policy and to reimburse you all costs, fees and expenses incurred by you in pursuing the claim on my/our behalf.

3. If the own insurers' claim is not applicable and/or the third-party claim fails and/or either of the aforesaid is inadequate, I/we undertake to pay you for your expenses, costs and fees immediately.
4. I undertake to pay you the cost of repair of my vehicle and all costs, fees and expenses incurred by you in pursuing the claim on my/our behalf, in the event the contents of my accident report is untrue or inaccurate or not believed by the court.

I/We also irrevocably authorise you to sign all discharge vouchers/indemnity forms and all necessary papers in connection with the above claim in my/our absence. I/We irrevocable authorise you to appoint such a firm of solicitors on my/our behalf as you shall deem fit for the purpose of the third-party/own insurer's claim.

I/We undertake to inform you and/or the solicitors appointed by you on my behalf in the event the third-party's insurance company communicate with me/us directly, orally or in writing and I/we further undertake not to accept any monies or offer of settlement from the third-party's insurers without first communicating with you and obtaining your consent.

Upon settlement of the third-party claim and in case the settlement monies is sent to me/us by the third party's insurers, I/we undertake to pay you and my/our solicitor the cost of repair settled and related expenses, costs and disbursement incurred.

My/Our insurer is/are

Policy No. 5120564226-01 Expiry Date: _____

Date: _____ Excess: _____



Owner's Signature/Co's Stamp (if applicable)



Witness Signature/Name

Date: 11/11/2022



AXA THIRD PARTY DIRECT SETTLEMENT

Vehicle No:	SH 9519U (Insd veh)	Model: HYUNDAI AVANTE 1598cc
	SMY 425Y (TP veh)	
Date of Accident/ Time:	10/11/2022	

Repair Estimate	: \$	11,325.92	
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)	: \$	5,450.00	
Payee Name : CARSMITH PTE LTD			
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: _____
	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/TORTFEASOR 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 authority of our client to act for and on their behalf in this accident.

  Signature of workshop representative / Workshop stamp Name of Representative: Date: 25-01-23	 Signature of Witness / Workshop stamp (if applicable) Name of Witness: Alex Beh Date: 25-01-23
  Signature of AXA's surveyor/representative: Name of AXA's surveyor /Representative: Date: 30/01/2023	



CARSMITH PRIVATE LIMITED
BARTLEY BIZ CENTRE
13 KAKI BUKIT ROAD 4 #01-20
Singapore 417807
+65 90910000
info@carsmith.biz
GST Registration No. : 201910097E

Tax Invoice

BILL TO

PEH GUAN KIAT
SMY425Y

INVOICE NO. 3805**DATE** 22/11/2022**DUE DATE** 22/11/2022**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	LUMP SUM REPAIR AS RECOMMENDED & AGREED WITH SURVEYOR		1	4,700.00	4,700.00

THANK YOU

SUBTOTAL	4,700.00
GST TOTAL	329.00
TOTAL	5,029.00
BALANCE DUE	S\$5,029.00

GST SUMMARY

RATE	GST	NET
GST @ 7%	329.00	4,700.00

Company Registration No. 201910097E
Bank Account Details: DBS Bank : 07-2009261-9
PayNow:201910097E
All payments are transacted in Singapore dollars only.
All payments are non-refundable or exchangeable.
Thanks for your patronage.



A subsidiary of BKW Automobile Pte Ltd

B K W RENT A CAR PTE LTD

UEN/GST No.: 200106276D

120 Lower Delta Road #02-15 Cendex Centre

Singapore 169208

Tel: +65 67387777 Fax: 6738 6666

Website: <https://bkw.sg>

TAX INVOICE

Invoiced To

PEH GUAN KIAT
BLK 15 HOUGANG AVENUE 3
#10-115
SINGAPORE 530015

Invoice Number

A 10020

Invoice Date

22/11/2022

Due Date

22/11/2022

VHA Number

A 10020

Vehicle Number

SJB 7897 D

S/N	Description	No. of Days	Rate	Amount
1	RENTAL FROM 10 NOVEMBER 2022 TO 15 NOVEMBER 2022 YOUR REF: SMY 425 Y	5	100.00	500.00

Subtotal	500.00
GST @ 7%	35.00
Total (incl. GST)	535.00
Less: Payments	-
Amount Due	S\$535.00

Account Name: BKW RENT A CAR PTE LTD
Account No: 118-312-9991 Paynow UEN: 200106276D
Bank: UNITED OVERSEAS BANK LTD (UOB)
Branch: UOB Shaw Centre Branch
Bank Address: 1 Scotts Road #03-04 Shaw Centre Singapore 228208
Bank Code: 7375 Branch Code: 018 Swift Code: UOVBSGSG

All cheques must be made payable to BKW RENT A CAR PTE LTD.
* Please indicate the invoice number and vehicle number in the reference.



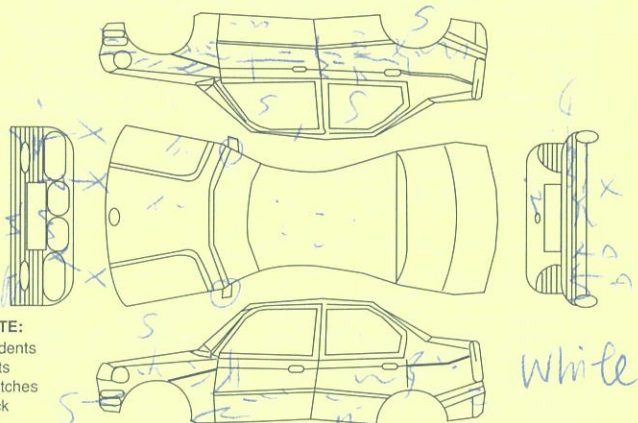
VEHICLE HIRING AGREEMENT

HIRER'S PARTICULARS

Name (as in I/C) PEH GUAN KHA
NRIC/Passport No: [REDACTED] Date of Birth: 30/4/1968
Address: BLK 15 HOUGHTON AVENUE 3 Age: 53
#10-115 S(530015)
Name & Address of Employer
Occupation
Driving Licence No: [REDACTED] Driving Exp: 14/3/2003
Passed Date:
D/L Type: Local/Int'l/Others:

AUTHORIZED DRIVER'S PARTICULARS

Name (as in I/C)
NRIC/Passport No: [REDACTED] Date of Birth:
Address: Age:
S()
Occupation Driving Exp: Yrs
Driving Licence No: [REDACTED] Passed / Expiry Date:
D/L Type: Local/Int'l/Others: Contact No: [REDACTED]



Hirer's Own Vehicle No: SMY425Y Replace Veh No: SMY425Y
Loan Vehicle No: SJB 7897D VR No:
Make & Model: Altis Auto/Manual Group:
CHARGES : \$ cts
Daily 5 day @ \$ 100 Per day \$500
Weekly/Monthly week @\$ Per week/Monthly
Others
CDW/PAI @\$ Per day/Monthly
Delivery/Collection Svc
GST 7% \$35
OR No: (A) SUB-TOTAL \$535
Petrol Level & Surchage OUT E 1/4 1/2 3/4 F IN
☒ Return the same petrol level
First _____ km FREE per day
Excess mileage is chargeable at _____ cents per km
GST
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 *Please refer to point 5

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 by BKW must be over 23 years of age and under 70 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 Authorised Driver.
- All vehicles are supplied with petrol and should returned with petrol level likewise. A service charge of \$10 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, illegal racing), 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 minimum \$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 a 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 fur **between \$300 - \$500.**
- 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 **\$60.00 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
10/11/22		352527	NIK	IC+DL

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
15/11/22				

Hirer's/Driver Signature [Signature]