

# ACCIDENT CLAIM FORM

Vehicle Registration Number: S12024-04/52 (Bullet Timah Rd. Tanak's Padam)

SNN 9890Z

Make / Model: MB E 200

Accident Date & Time: 24/04/2024

Insurer Company: INCOME INS

Third Party Insurer Detail: \_\_\_\_\_

Insurer: \_\_\_\_\_

O.I.C: \_\_\_\_\_

Ref: \_\_\_\_\_

Email: \_\_\_\_\_

Vehicle Owner Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Driver: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Legal Team: \_\_\_\_\_

Surveyor Name: \_\_\_\_\_  
Contact No.: \_\_\_\_\_  
Email: \_\_\_\_\_

Documents (Checklist) :	Date Received
<input checked="" type="checkbox"/> NRIC / Passport	
<input checked="" type="checkbox"/> Driving License	
<input checked="" type="checkbox"/> Insurance Certificate	
<input checked="" type="checkbox"/> Police Report	
<input checked="" type="checkbox"/> GIA Report	
<input checked="" type="checkbox"/> Medical Report	
<input checked="" type="checkbox"/> Warrant To Act/Consent Letter	
<input checked="" type="checkbox"/> SAT LOA & Indemnity	
<input checked="" type="checkbox"/> Survey Report	
<input checked="" type="checkbox"/> Leasing Agreement	
<input checked="" type="checkbox"/> Private Settlement	
<input checked="" type="checkbox"/> Discharge Voucher (DV)	
<input checked="" type="checkbox"/> Discharge Agreement	
<input checked="" type="checkbox"/> Others (Please Specify):	

Sales: \_\_\_\_\_

Remarks:

Car In: \_\_\_\_\_

Replace Car: \_\_\_\_\_

Car Out: \_\_\_\_\_

P.I Claim: \_\_\_\_\_

P.D Claim: \_\_\_\_\_

Floor: \_\_\_\_\_

## SINGAPORE ACCIDENT STATEMENT

### IMPORTANT NOTICE

1. Please report correctly the details of the accident to speed up the claims process.
2. This Form must be completed by the Policyholder and/or the Actual Driver
3. Information provided must be as truthful and accurate as possible. Any willful misrepresentation or withholding of material facts may allow insurance companies to repudiate policy liability.
4. The issue and acceptance of this Form by insurance companies is not an admission of policy liability on the part of the insurance companies.
5. Any false reporting may be referred to the Police for investigation.
6. This report will be forwarded by the insurers of the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will, for a fee, be made available upon application by interested parties.
7. By the lodgement of this report to the insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid.

### ACCIDENT STATEMENT

Date of First Submission	25/04/2024 09:37 (SGT)
Reported by	Owner
Date of Accident	24/04/2024 09:36 (SGT)
Exact Location of Accident	Bukit Timah, Singapore
Additional Location Information	-
Country/State of Loss	Singapore

### DETAILS OF OWN VEHICLE

Vehicle Registration Number	SNN9890Z
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#### INSURED/POLICYHOLDER

Is company?	Yes
Name Of Registered Owner	DREAM AUTOWERKZ PTE LTD
Company Reg No	202144054W
Email Address	JERRY@DREAMSG.SG
Mobile Phone No	(Phone) +65-83392339
Alternative Phone No	-

#### VEHICLE PARTICULARS

Manufacturer	Mercedes
Model	E200
Variant	-
Exact purpose for which vehicle was being used at time of accident	Private use
Are you claiming under your own insurance policy for repair to your vehicle?	No - Claiming third party
Vehicle Category	Private car
Transmission	Auto
CC	1991

#### INSURANCE COMPANY

Name of Insurance Company	Income Insurance Limited
Policy Number / Cover Note Number	5142581212-000026

#### DRIVER

Name of Driver	SANCHIT BHATNAGAR
NRIC No	S8275654Z
Date Of Birth	19/01/1982
Occupation	Indoor

Driving Pass Date	17/06/2008
Driving experience	15 YEARS AND 10 MONTHS
Gender	Male
Mobile Number	(Phone) +65-96870745
Alt. Phone Number	-
Email Address	SB@MOVERSINN.COM
Address	38A JOO CHIAT TERRACE
Address complement	-
Postcode	427198
Is the driver the policyholder?	No
If No, Relationship of the Driver with the Insured	Hirer
Does Driver Own Other Vehicles?	No
Vehicle Registration Number of Other Vehicle Owned by Driver	-
Insurance Company of Other Vehicle Owned by Driver	-

#### GENERAL INFORMATION OF THE ACCIDENT

Type of Accident	Collision - Head to Rear
Weather Conditions	Clear
Road Surface	Dry

#### OTHER INFORMATION

Was any foreign vehicle involved in the accident?	No
Number of vehicles involved in the accident	2
Was anybody injured in the Accident?	No
Was any injured conveyed to hospital by ambulance?	-
Was any other vehicle or property damaged?	Yes
Number of Passengers (Including Driver)	1
Has the driver been approached by unknown person(s) soliciting/offering accident claims assistance?	No
Translator's name	-
Translator's ID	-
Translator's phone number	-
Translator's email	-
Original language used in the statement	-

#### DETAILS OF POLICE ACTION

Was the accident reported to the police?	No
Was notice of intended Prosecution given?	No
If yes, against whom?	-

#### CIRCUMSTANCES OF ACCIDENT

#### REFER TO SKETCH PLAN

#### ATTACHMENT(S)

Are accident photos available for attachment?	Yes
Was there any video captured by Car Camera?	Yes

#### DETAILS OF OTHER VEHICLE PROPERTY 1

Vehicle Registration Number	SLP4755C
Vehicle Manufacturer	Toyota
Vehicle Model	-
Vehicle Variant	-
Vehicle Colour	-
Vehicle Category	Private car
Name of Driver	BONG
NRIC No	S7131804D

Contact Number	(Phone) +65-82826875
Address	-
Address complement	-
Postcode	-
Insurance Company Name	-
Nature Of Damage	-
Details of property damaged in accident	-
No. Of Passenger (Including Driver)	-



SKETCH PLAN

**IMPORTANT NOTICE**

1. Please report promptly the details of the accident to speed up the claims process.
2. This Form must be completed by the Policyholder and/or the Actual Driver.
3. Information provided must be as truthful and accurate as possible. Any willful misrepresentation or withholding of material facts may allow insurance companies to repudiate policy liability.
4. The issue and acceptance of this Form by insurance companies is not an admission of policy liability on the part of the insurance companies.
5. **Any false reporting may be referred to the Traffic Police Department for investigation.**
6. This report will be forwarded by the insurers to the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will for a fee be made available upon application by interested parties.
7. By the lodgement of this report to the insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid.

**8. Consent under the Personal Data Protection Act (PDPA)**

I understand, acknowledge, agree and consent that:

- (a) My insurer, my workshop and the General Insurance Association of Singapore ("GIA") may be permitted to collect, use, disclose and/or process my personal data/personal information set out in this form and any other personal information provided by me or possessed by my insurer (collectively the "Personal Information") and disclose and transfer such Personal Information to all insurer(s) who have insured vehicle(s) involved in this accident (all insurer(s) who have insured vehicle(s) involved in this accident shall be collectively referred to as the "Insurers"), the Insurers' lawyers/law firms, the Monetary Authority of Singapore and any relevant government agency/authority (such as the police), for the purpose(s) of:
  - (i) processing, handling and/or dealing with my claims including the settlement of the claims and any necessary investigations relating to the claims;
  - (ii) investigating the accident and/or my claims;
  - (iii) carrying out and/or dealing with my instructions or responding to any enquiries by me;
  - (iv) administering my claims (including the mailing of correspondence, statements, invoices, reports or notices to me, which could involve disclosure of certain personal data about me to bring about delivery of the same as well as on the external cover of envelopes/mail packages); and/or
  - (v) complying with applicable law in administering, processing, handling and/or dealing with my claims.
 (collectively the "Purposes")
- (b) all insurer(s) who have insured vehicle(s) involved in this accident and the Insurers' lawyers/law firms, may be permitted to collect, use, disclose and/or process my Personal Information for one or more of the above Purposes; and
- (c) my Personal Information may be disclosed by any of the Insurers and/or GIA to their third-party service providers or agents (including their lawyers/law firms), which may be sited outside of Singapore, for one or more of the above Purposes.

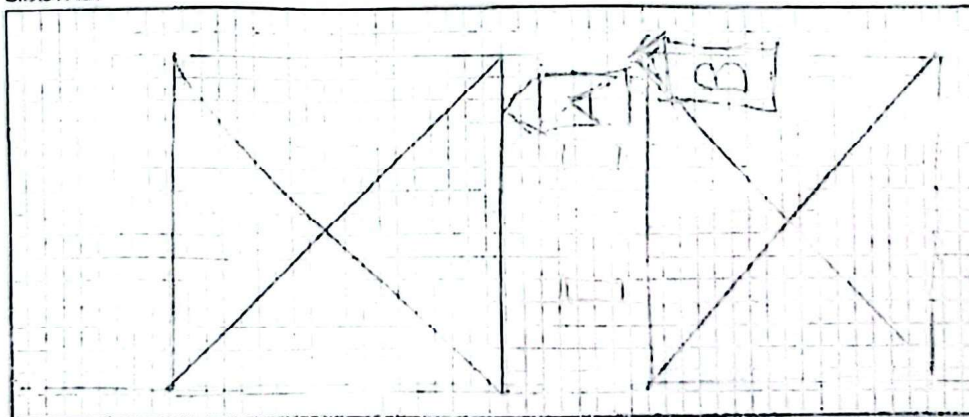


Policyholder's Signature / Date & Time

*[Signature]*  
Driver's Signature (if driver is not the policyholder) / Date & Time

*[Signature]*  
Witnessed by Reporting Centre Personnel (Name as in NRIC Card)

Sketch Plan



A = SNN 9890Z

B = SLR 4555C BALMORAL PLAZA

Describe Circumstance of the Accident

I WAS STATIONARY ON THE ROAD WAITING FOR GREEN LIGHT AND SUDDENLY THE CAR FROM BEHIND HIT MY CAR WHEN THE OTHER CAR WAS CHANGING LANES, I ALSO HEARD HIS BREAKS SCREECH WHICH MEANS HE COULD HAVE BEEN SPEEDING.

Declaration

I/We declare the foregoing particulars are true in every respect.



Policyholder's Signature/Date & Time

*[Signature]*

Driver's Signature (if different from the policyholder)/Date & Time

*[Signature]*

Witnesses by Reporting Office Personnel  
(Name as in NR/CID card)

2

IMAGES









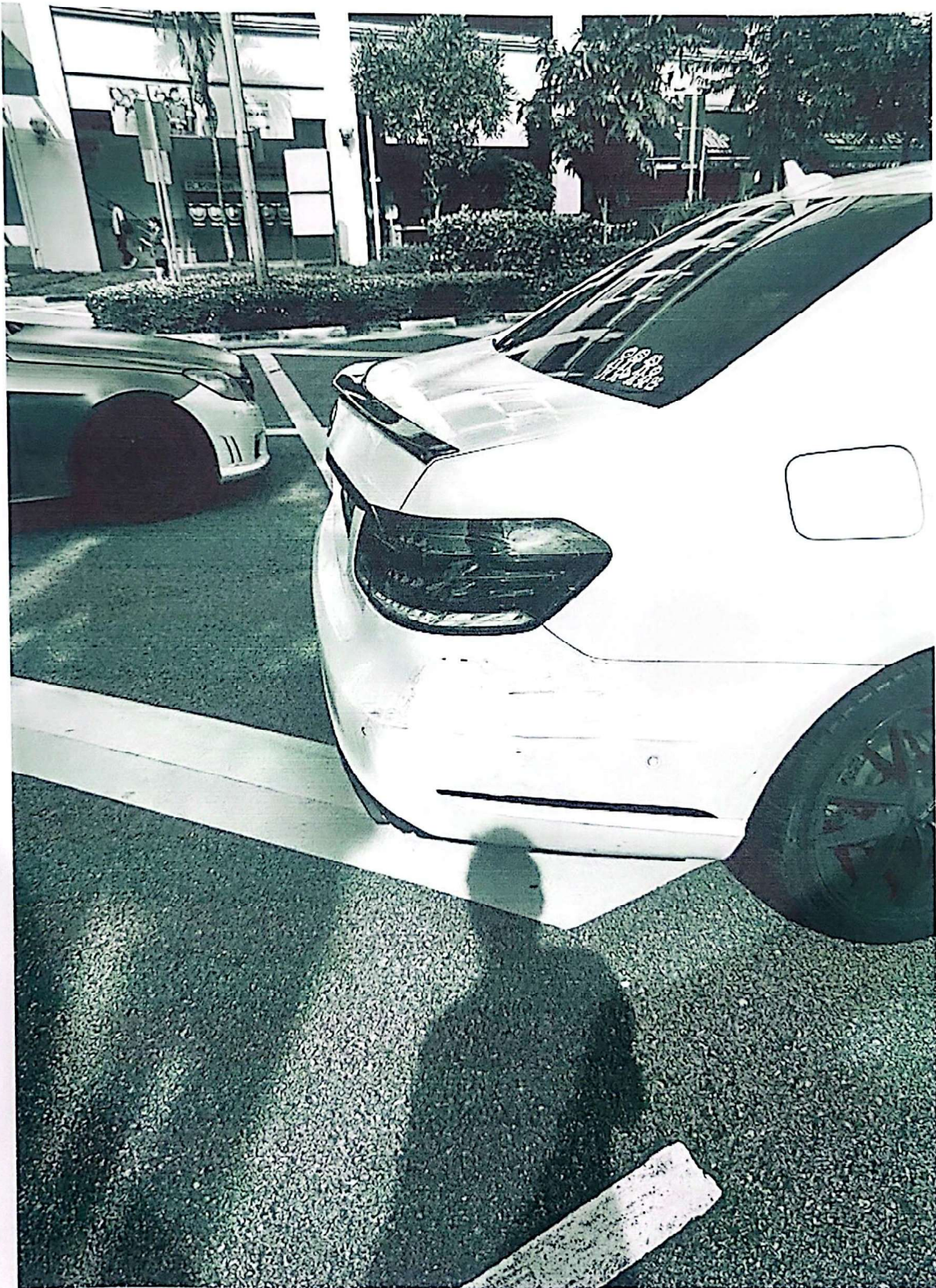




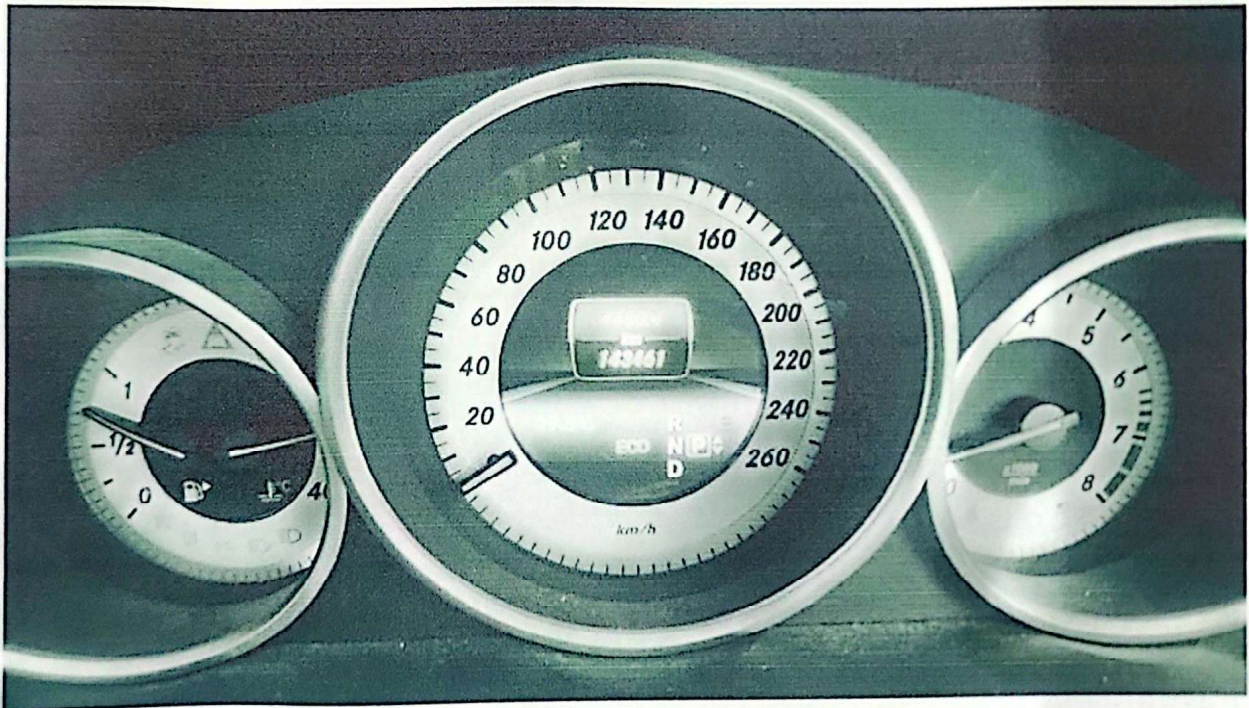
IMAGES #4



















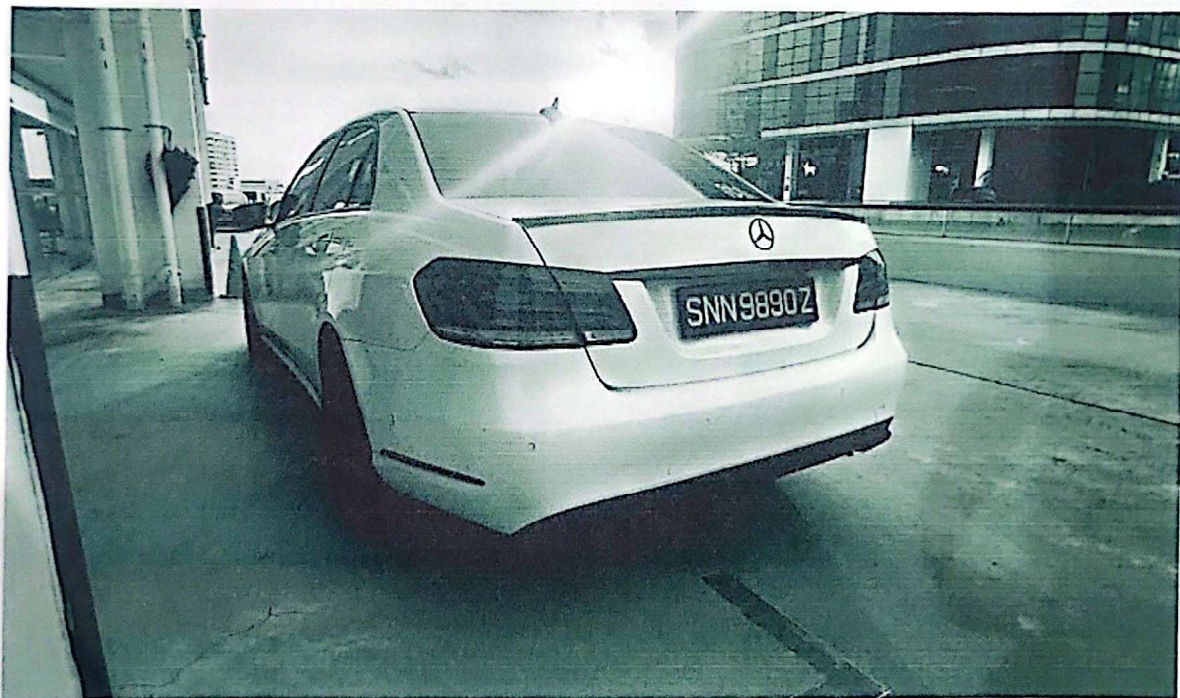




IMAGES #10









## Certificate of Insurance

MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) ACT (CHAPTER 189)  
 MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) RULES, 1960  
 ROAD TRANSPORT ACT, 1987 (MALAYSIA)  
 ROAD TRANSPORT (AMENDMENT) ACT, 2019 (MALAYSIA)  
 MOTOR VEHICLES (THIRD PARTY RISKS) RULES, 1959 (MALAYSIA)

Certificate Number: S142581212-000026

Cover : drive CLASSIC

1. Index mark and Registration Number of Vehicle : SHN9890Z  
 Chassis Number : WDD21203428060053
2. Name of Policyholder : DREAM AUTOWERKZ PTE. LTD.
3. Effective Date of Insurance : 10 Jan 2024
4. Expiry Date of Insurance : 09 Jan 2025
5. Persons or Classes of Persons entitled to drive#  
 (a) The Policyholder.  
 (b) Any other person who is driving on the Policyholder's order or with his/her permission.  
 Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

6. Limitations as to Use#

- (a) Use for social domestic and pleasure purposes and in connection with the Policyholder's or Hirer's business.

**This Policy does not cover**

- (a) Use for racing, pace-making, reliability trial or speed-testing.  
 (b) Use for the carriage of goods (other than samples) in connection with any trade or business.  
 (c) Use for any purpose in connection with the Motor Trade.

# Limitations rendered inoperative by Section 8 of the Motor Vehicle (Third Party Risks and Compensation) Act (Chapter 189) and Section 95 of the Road Transport Act, 1987 (Malaysia), are not to be included under these headings.

This Policy, the Schedule, Endorsement and the Certificate of Insurance are to be read together as one document.

EXCESS (SECTION 1)	: S\$2,000
EXCESS (SECTION 2)	: S\$1,500
WINDSCREEN EXCESS	: S\$100
ADDITIONAL EXCESS	: N/A
REPAIR AT OWNER'S PREFERRED WORKSHOP	: NO
INSURE WITH COE	: YES
NCD PROTECTION	: NO
TRANSPORT ALLOWANCE	: NO
EXCESS WAIVER	: NO
PRIMARY DRIVER	: N/A
NAMED DRIVER (1)	: N/A
NAMED DRIVER (2)	: N/A
HIRE PURCHASE COMPANY	: N/A
SUM INSURED	: MARKET VALUE OF INSURED VEHICLE AT TIME OF LOSS

I/We hereby Certify that the Policy to which this Certificate relates is issued in accordance with the provisions of the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987 (Malaysia)

Agency : DICKSON INSURANCE BROKER PTE. LTD. (00000573832)

Date of issue : 11 Jan 2024 11:03 hrs

For INCOME INSURANCE LIMITED

Chief Executive



Owner Email : jerry@dreamsg.sg

## ACCIDENT REPORTING FORM

<input type="checkbox"/> REPORTING ONLY		<input type="checkbox"/> CLAIMING THIRD PARTY		<input type="checkbox"/> CLAIMING OWN INSURANCE	
Date & Time of Accident:	24/04/24 9:36 AM	Date & Time of Reporting:	24/04/24 5:30pm		
Accident Place:	BUKIT TIMAH ROAD				
Vehicle Reg. No.:	SNN 9890Z	Vehicle CC:	1996 CC		
Vehicle Make:	MERCEDES	Vehicle Model:	E200		
Exact purpose for which vehicle was being used:	PRIVATE HIRE / EMPLOYEMENT / PRIVATE USE <input checked="" type="checkbox"/>				
Insurance Company:	INCOME INSURANCE	Policy No.:	5142581212 - 000026		
Owner/Company Name:	Dream Automotives Pte Ltd	Owner IC/ACRA:	202144054W		
Owner Contact No.:	8339 2339	Owner / Driver Email Address:	sb@moversinn.com		
Driver's Name:	SANCHIT BHATTARAH	Driver's IC:	S8275654Z		
Driver's Contact No.:	96870745	Driver's Occupation:	INDOOR / OUTDOOR		
Driver's Birthday:	19/01/82	Driver's License Pass Date:	17 JUN 2008		
Driver's Address	38A JOO CHIAT TERRACE, 427198				
Weather & Road Surface:	✓ CLEAR & DRY / RAINING & WET / AFTER RAIN & WET				
No. of Passengers (Incl driver)	1	Was there any video captured by car camera:	(YES) NO		
Passenger Names & Gender		Relationship Owner & Driver			
		Spouse / Parents / Child / Friend / Sibling / Relative / Paid Driver / Employee / Hirer / Other:			
Other Party Driver's Particulars (If any)					
Vehicle Reg No.:	SLP 4755 C	Vehicle Reg No.:			
Vehicle Make /Model	TOYOTA	Vehicle Make /Model			
Driver's Name:	BONG	Driver's Name:			
Driver's IC No.:	S7131804D	Driver's IC No.:			
Driver's Contact No.:	82826875	Driver's Contact No.:			

4 5 2 4 9 3 2

NRIC No: S8275654Z

Date of issue: 09-02-2010

38A JOO CHIAT TERRACE  
SINGAPORE 427198

NRIC No: S8275654Z

Date: 16/05/2018

4524932

4524932

REPUBLIC OF SINGAPORE DRIVING LICENCE

License Number: S8275654Z

Name: SANCHIT BHATNAGAR

Birth Date: 19 Jan 1982

Issue Date: 18 Jul 2006

001432879A

REPUBLIC OF SINGAPORE DRIVING LICENCE

License Number: S7905710Z

Name: DEMIRRA SEEMA

Birth Date: 01 Mar 1979

Issue Date: 07 Nov 2022

003323374F

REPUBLIC OF SINGAPORE

IDENTITY CARD NO. S8275654Z

Name: SANCHIT BHATNAGAR

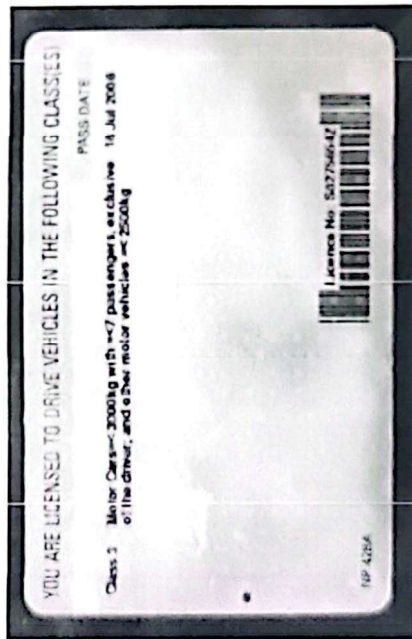
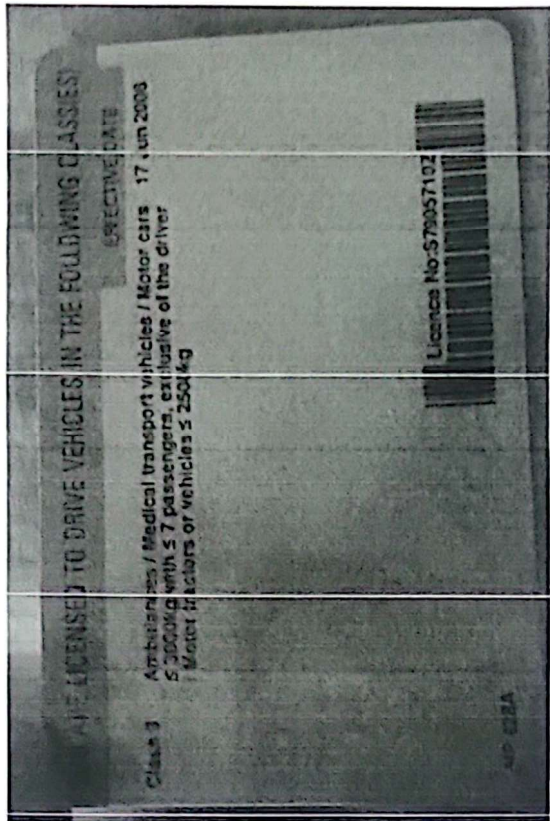
Race: INDIAN

Date of birth: 19-01-1982

Sex: M

Country of birth: INDIA





> Back to OneMotoring

## Enquire PARF/COE Rebate for Registered Vehicle

### Vehicle Owner Particulars

Owner ID Type:

Company

Owner ID:

307G

### Vehicle Details

Vehicle No.:

SNN9890Z

Vehicle to be Exported:

Yes

Intended Deregistration Date:

30 Jan 2024

Vehicle Make:

MERCEDES BENZ

Vehicle Model:

E200 SEDAN (R18)

Primary Colour:

White

Manufacturing Year:

2014

Engine No.:

27492030228228

Chassis No.:

WDD2120342B060063

Maximum Power Output:

135.0 kW (181 bhp)

Open Market Value:

\$45,353.00

Original Registration Date:

10 Feb 2015

First Registration Date:

10 Feb 2015

Transfer Count:

2

Actual ARF Paid:

\$50,495.00

### Intended PARF Rebate Details

PARF Eligibility:

Yes

PARF Eligibility Expiry Date:

09 Feb 2025

PARF Rebate Amount:

\$27,772.00

### Intended COE Rebate Details

COE Expiry Date:

09 Feb 2025

COE Category:

B - Car above 1600cc or 97kW (130bhp)

COE Period(Years):

10

QP Paid:

\$76,889.00

COE Rebate Amount:

\$7,915.00

Total Rebate Amount:

\$35,687.00

The information contained herein is correct as at 08 Jan 2024

OK



## Certificate of Insurance

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MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) RULES, 1960  
ROAD TRANSPORT ACT, 1987 (MALAYSIA)  
ROAD TRANSPORT (AMENDMENT) ACT, 2019 (MALAYSIA)  
MOTOR VEHICLES (THIRD PARTY RISKS) RULES, 1959 (MALAYSIA)

**Certificate Number:** 5142581212-000026

**Cover :** drivo CLASSIC

1. Index mark and Registration Number of Vehicle : **SNN9890Z**  
Chassis Number : **WDD2120342B060063**
2. Name of Policyholder : **DREAM AUTOWERKZ PTE. LTD.**
3. Effective Date of Insurance : **10 Jan 2024**
4. Expiry Date of Insurance : **09 Jan 2025**
5. Persons or Classes of Persons entitled to drive#  
(a) The Policyholder.  
(b) Any other person who is driving on the Policyholder's order or with his/her permission.  
Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.
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EXCESS (SECTION 2)	: S\$1,500
WINDSCREEN EXCESS	: S\$100
ADDITIONAL EXCESS	: N/A
REPAIR AT OWNER'S PREFERRED WORKSHOP	: NO
INSURE WITH COE	: YES
NCD PROTECTION	: NO
TRANSPORT ALLOWANCE	: NO
EXCESS WAIVER	: NO
PRIMARY DRIVER	: N/A
NAMED DRIVER (1)	: N/A
NAMED DRIVER (2)	: N/A
HIRE PURCHASE COMPANY	: N/A
SUM INSURED	: MARKET VALUE OF INSURED VEHICLE AT TIME OF LOSS

I/We hereby Certify that the Policy to which this Certificate relates is issued in accordance with the provisions of the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987 (Malaysia)

Agency : **DICKSON INSURANCE BROKER PTE. LTD. (00000573832)**  
Date of Issue : **11 Jan 2024 11:03 hrs**

**For INCOME INSURANCE LIMITED**



**Chief Executive**

DAPL/2024/008

## Hire Agreement

An agreement made between DREAM AUTOWERKZ PTE LTD office at 61 UBI ROAD #04-14 OXLEY BIZHUB, SINGAPORE 408727 (Hereinafter referred to as "THE OWNER" which expression shall where the context so permits include its successors and assign).

Name: **SANCHIT BHATNAGAR**  
NRIC: **S8275654Z**  
Address: **38A Joo Chiat Terrace Singapore 427198**  
Tel: **9687 0745**  
Email: **sanchitbhatnagar@hotmail.com**

of hereinafter referred to as the "HIRER" which expression where the context so permits include the "Hirer's representative/ successor or assign of the other part. Whereby it is agreed that the owner lets to the hirer the Mercedes Benz E200 upon schedule the terms and conditions stated.

Date of Commencement: **20 April 2024**  
Car Plate: **SNN 9890Z**  
Make / Model: **Mercedes Benz E200**  
Period Of Hire: **1 Month (20 Apr 2024 to 19 May 2024)**  
Excess: **1<sup>st</sup> Excess SGD \$3,000 / 2<sup>nd</sup> Excess \$3,000  
(Double Excess for Accident in Malaysia)**  
Monthly Rate: **SGD \$2488/-**



Terms of payment: As stipulated in clause 3 of this agreement unless otherwise stated.

1. **Deposit - SGD \$2,488/- (To be Refunded at the end of rental contract- 14 Working Days after Post rental inspection)**
  - a. The hirer shall upon signing this agreement pay to the owner a deposit ("the deposit") as specified in the schedule as security for the performance of the hirer's obligations hereunder. The deposit shall be maintained at the same amount during the period of Hire.
  - b. The owner shall be entitled (but not obliged) at any time during or after the period of the hire to apply the deposit or any thereof towards the discharge wholly or in part of any obligation of the hirer but the hirer shall not entitle to set off any part of the deposit against any rental or its other obligations hereunder.
  - c. Provided that the hirer shall have fully discharged its obligations the deposit shall be refunded, interest free upon the expiry of the period of the hire (without prejudice to Clause 13) after deducting therefrom any amount applied by the owner under sub clause 1b hereof but without prejudice to the owner's right hereunder.



17. **Waiver Or Set Off**

a. The hirer hereby waives all and any future claim(s) and rights set off against any installation of rental or any payment due hereunder and agrees to pay the rental and other amounts hereunder regardless of any equity, set off or cross-claim on the part of the hirer against owner.

b. In witness whereof the parties have duly executed as follows \_\_\_\_\_ (date) and \_\_\_\_\_ (year) first above written. We understand and accept the above terms and conditions as stated on all pages.

**Agreed and signed on behalf of DREAM AUTOWERKZ PTE LTD**

  
Name: Garry Tan/ Vinthe Yap  
UEN: 202144054W  
HP: 8218 6830/ 8022 5584

**Agreed and signed on behalf of hirer**

  
Name: Sanchit Bhatnagar  
NRIC: S8275654Z  
HP: 9687 0745

**In the Presence of (Witness)**

\_\_\_\_\_  
Name:  
NRIC:  
HP:

## 2. Commencement Of Hire

a. ~~The hiring of vehicle shall commence on the date on which the vehicle is delivered to or made available for collection by the hirer or its agents ("The Commencement of Hire"). Please note that a replacement vehicle will be delivered to "The Hirer" should the actual vehicle be not available on the date of commencement.~~

b. The hirer or its agents shall inspect the vehicle at the time of delivery or collection of the vehicle and test the vehicle, and if any defect is found in the vehicle, such defect shall forthwith be notified to the owner and shall stat the same in the vehicle check/ check in form.

## 3. Payment Of Rental

a. The hirer shall during the period of the hire pay the rental to the owner in advance, without demand, and free of any deduction whatsoever. The first such payment shall be made on or before the date of commencement of hire and subsequent payments shall be at consecutive intervals specified in the schedule.

b. Without prejudice to the owner's right hereunder any payment remaining unpaid for one (1) day after the due date shall carry late charges of \$200 in the schedule.

c. All payment made by the hirer shall be appropriated first towards any shortfall in the amount of the deposit for the time begin, then towards any interest and any other sum due under this agreement apart from rental, and lastly, towards payment of rental.

d. All payment due hereunder shall be made to the owner at the address stated herein or at such other address as the owner may from time to time communicate to the hirer. Any payment made by post shall be at the risk of the hirer.

## 4. Revision Of Rental

a. The rate of the rental as agreed upon in this agreement is based on the existing Government Legislation. Hence, any resultant whether adverse or beneficial to the hirer impact from any changes in the Government Legislation and / or taxes not currently in force and which are beyond the control of the owner will be borne by the hirer by the way of revised rate of rental, to take effect immediately upon the revised Government Legislation becoming effective, for the remaining period of this agreement.

## 5. Ownership Of Vehicle

a. The vehicle shall be at all times remain the property of the owner and the hirer shall have no rights to the vehicle other than as hirer and shall not do or permit or cause to be done anything whereby the rights if the owner are or any prejudicially effected.

b. If the owner's rights or title to the vehicle are, infringed or jeopardized as a consequence of any act by the hirer or its agent, the hirer shall bear all the cost and expenses incurred by the owner in removing or remedying such infringement or jeopardy.

## 6. Maintenance Of the Vehicle

a. Provided that the hirer shall have complied with all the terms of this agreement, the owner shall maintain the vehicle in good repair and working condition (for wear and tear excepted).

b. Where any repair or replacement is necessitated by the negligent use or grossly abuse of the vehicle solely by the hirer, the cost of such repair and replacement shall be borne by the hirer.



c. The hirer shall not without prior consent of the owner effect or instruct any repairer to effect repairs to the vehicle to the vehicle. Where any unauthorized repairs have been carried out. The owner shall not be liable for the same or the consequences thereof.

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7. **24 – Hour Emergency Breakdown And Towing Service**

a. The owner shall provide a 24 Hour Emergency Breakdown and Towing Service, at no extra cost to the hirer, in the event the vehicle or its replacement suffers a breakdown or encounters an accident within Singapore itself. 24 Hours Hotline H/P: **82186830**.

b. The hirer agrees that a punctured tire, empty petrol tank, loss of vehicle's key (s) or locked key (s) inside of the vehicle, by itself, does not constitute a breakdown and that in the event the owner's 24 Hour Emergency Service is called upon to respond to such occurrence. The hirer shall bear the cost of such response at SGD\$75.00 per trip.

8. **Risk And Insurance**

a. Owner shall insured the vehicle against the followings:

- (1) all third party risks and liabilities as requested by the law;
- (2) third party property damage;
- (3) damage to vehicle; and,
- (4) loss or theft of the vehicle

b. In the event that the vehicle or any part thereof is damaged as result of any accident due to the fault of the hirer, the hirer shall forthwith pay to the owner the excess amount payable (referred to as the "Excess" in the schedule) irrespective of each and every accident.

c. Only upon the Traffic Police's clearance that the hirer is 'Not at fault' will the excess be refunded back to the hirer. The hirer agrees that the Traffic Police's finding of "no action taken against anyone" shall be defined as all parties to the accident have contributed equally to the cause of the accident in which case, the excess shall not be refunded to the hirer, unless the amount of damage is less than the excess in which case the balance will be refunded to the hirer.

d. The hirer also agrees that the owner may in its absolute discretion conduct any negotiations and, provided the terms of settlement do not impose any liability or loss on the hirer which is more than hirer's legal liability, effect any settlement with the insurers, and agrees to abide by any such settlement.

e. In the event if the damage and loss of the vehicle caused by the negligence and/or contravention of any statute or regulation by the hirer, its agents or servants which result in the insurers repudiating liability for such damage and loss, the hirer shall be liable for all damage to the vehicle and shall indemnify the owner against all costs and other liabilities arising out of such negligence or contravention.

f. Where any event or accident shall occur which is a risk covered by the owner's insurance, the hirer shall:

- (1) obtain names and addresses of the parties involved and witnesses, if any;
- (2) not admit fault or liability for the accident;
- (3) immediately (within 24 hours) notify the owner of the accident;
- (4) make a detailed report including a diagram even in the case of slight damage within 24 hours of the accident at the nearest IDAC REPORTING CENTRE;

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(5) Supply a copy of the police report and such information and assistance in connection with the accident as the owner or its insurers may require in the event of anyone injuries or and damage to any state properties.

~~g. In the event that the vehicle is declared a total loss, the hire thereof shall terminate and the owner shall apply any proceeds of insurance received by it at its option:~~

(1) Towards obtaining a replacement vehicle of equivalent value to the vehicle which replacement shall be deemed to be included in this agreement for all purposes and the hirer shall continue to be liable to pay rental as if such loss had not taken place, or

(2) Towards payment of the sum necessary to compensate the owner for the loss of profit suffered as a result of the vehicle's loss.

h. The owner shall have the right to repair or have repaired the vehicle after it has been involved in an accident. If the owner does not do so the hirer shall be liable to reinstate or repair at its own express (but subject to any insurance proceeds) the vehicle if it has not become a total loss and shall continue to pay the rental during such reinstatement or repair.

i. The hirer will be liable to pay the lessor any amount deducted by the insurers by way of excess or in respect of damage caused to the vehicle prior to the date of total loss, and (subject to the application of insurance proceeds under 8b.vi (2) above) shall indemnify the owner against all and any loss suffered by it in consequence of the termination of this Hire agreement.

#### 9. Replacement Vehicle

a. In the event the vehicle become temporarily not roadworthy (other than a result of accident, theft or vandalism) or if the owner deems it impracticable or inexpedient to repair any damage caused to the vehicle (but not accounting to a total loss). The owner be (within Singapore make available a replacement vehicle (of the same type and age).

b. The owner reserves the rights not to provide a replacement if:

(1) The damage caused to the vehicle was the result of the deliberate act omission negligence and/ or the contravention of this Agreement and/ or any statute or regulation by the hirer, its servant or agents;

(2) The hirer fails to comply with Clauses 8a.

c. The use of the replacement vehicle by the hirer will be subject to the same terms and conditions of hire as the original vehicle.

d. The hirer shall be responsible for the cost of petrol consumed by the use of the replacement vehicle while in the hirer's care including all traffic violations/ fine (s), if any.

#### 10. Use Of Vehicle

a. The hirer may use the vehicle for domestic, social and business purposed. The vehicle is not to be used and hirer agrees not to permit it to be used, for any purpose for which it is not expressly designed and further not to use it for hire, driving tuitions, towing, racing, peace-making, or of competing in any form of motor sport, or for any illegal purpose whatsoever.

b. The hirer agrees that it will not:

(1) without prior consent of the owner effect any kind of modification to the vehicle, make any alterations or additional fit any towing equipment or other accessories or non-standard tires and where such consent has been obtained to comply with the conditions of such



consent. Any such additions or modified part made to the vehicle shall become part of the vehicle and shall belong to the owner;

(2) notwithstanding the consent given by the owner pursuant to clause 12b.i herein, the use of any approved accessory / accessories shall be at the hirer's own risk and the owner shall not be held liable or responsible for any claim, damage or loss arising directly or indirectly from the use thereof;

(a) remove or interfere with any identification marks or plates affixed to the vehicle nor attempt nor permit the same to be done;

(b) Deface the paintwork or bodywork of the vehicle nor add or erect any painting, sign, lettering or advertising to or on the vehicle.

c. The hirer and /or authorized driven of the vehicle agrees at all times to observe all existing regulations and laws and in the event of breach thereof, the hirer and/ or authorized driver shall pay all fine(s) and penalties that shall incurred and response to all Police and Traffic summonses (s), notice (s) and enquiries in connection therewith. In the event of failure on the part of the hirer and/ or authorized driven to pay for these fine (s) and penalties, the owner reserve the right to pay such charges on behalf of the hirer and be entitled to be reimbursed for these charges paid in addition to imposing an administrative and service charge of SGD\$50.00 for each instances.

#### 11. Duties Of The Hirer

a. The hirer agrees with the owner are as follows:

(1) To ensure that the vehicle is operated properly and safely by driver(s) who are age between 23 to 65 years holding current and valid driving licenses and in compliance with the provisions of all policies of insurance effected by the owner.

(2) To ensure that the vehicle is not operated by anyone than those persons whose particulars have been notified to and approved by the owner.

(3) To ensure that all proper care and precautions are taken to prevent any loss or damage to the vehicle or loss or personal injury to third parties.

(4) Vehicle is strictly for SINGAPORE use only and not be driven out to West Malaysia unless approved by Dream Autowerkz Pte Ltd

(5) That unless the hirer shall have notified the owner forthwith upon any breakdown occurring or any fault in the operation of the vehicle becoming apparent giving full details of the breakdown or fault, the vehicle shall be deemed to be good working condition.

(6) Not to use or permit the vehicle to be used or operated in a manner contrary to law.

(7) To pay all costs incurred by the owner in respect of the supply and fixing of any accessories, extra or additions this may become required by the law.

(8) Not to sell assign, mortgage, let on hire or otherwise dispose of or part with possession of the vehicle or change the benefit of this agreement nor attempt to do the same, but the hirer agrees that nothing herein shall limit the owner's right to assign the benefit of this agreement.

(9) To take all necessary step(s) at its own expense to retain and recover possession and control of the vehicle should the hirer loss such possession or control.

(10) To notify the owner of the change in the hirer's address and upon request promptly inform the owner of the where about of the vehicle.



(11) To allow of collection or to deliver the vehicle upon the expiration of the period of hire (without prejudice Clause 13) to the owner in good repair and working condition (fair wear and tear expected). All costs of restoring the vehicle to such good condition shall be borne by the hirer and shall become payable on demand by the owner.

~~(12) To indemnify the owner against all action(s) claim(s) demands proceeding costs or expenses damage and liabilities whatsoever arising in respect of or out of the use of the vehicle or in consequence of this agreement.~~

b. The termination of the hire shall not affect the rights of the owner or liabilities of the hirer subsisting at the date of termination.

## 12. Termination

a. If the hirer shall fail to pay the rental or other (s) sum payable under this agreement within fourteen (14) days of it becoming due (whether demanded or not) or shall commit a breach of the other terms and condition, express or implied of this agreement or shall do or allow to be done any act or things which in the opinion of the owner may jeopardize the owner's rights in the vehicle, then the hire shall be deemed to have purposes forthwith termination the hiring.

b. If any of the following event (s) shall occur, namely:

(1) any distress, execution or other legal process be levied on or against the vehicle or against any premises where the same may be or against any hirer's goods or other property to the hirer shall permit any judgment against it to remain unsatisfied for seven (7) days ;or

(2) the hirer, begin an individual, death, suffers a receiving order (within the meaning of the Bankruptcy Act Cap .20) to be made against him/her or enters into a voluntary arrangement with his/her creditors; or

(3) the hirer, begin a corporate body, enters into liquidation, calls any meeting of its creditors or has a receiver or manager of all or any of its undertakings or assets appointed, or suffers the appointment or the presentation of a winding-up petition under the Companies Act Cap .50 to be made.

c. Then in each and every such case(s) the hire of the vehicle shall without notice terminate and no payment subsequently accepted by the owner without knowledge of such termination shall in any way prejudice or affect the operation of this clause.

d. Upon the termination referred to in sub-clause 14b above the hirer shall no longer be in possession of the vehicle with the owner's consent and shall forthwith deliver up the vehicle to the owner at such address as the owner may direct in good working condition and at the hirer's expense and risk.

e. If vehicle is not returned to such address by the due date, the owner may repossess vehicle at any time thereafter at the hirer's expenses. The owner reserve the right to repossess vehicle at any time without demand at hirer's expenses, if vehicle is illegally parked; used for any illegal purpose or apparently abandoned. Hirer waives prior notice, pre-seizure hearing and receipt of judicial process as a prior condition to the owner's repossession. Hirer agrees that the owner may notify the police or other authorities that the vehicle is stolen or missing and the hire will not hold the owner or civil authorities responsible for their actions to repossess vehicle, in any event of any vehicle replacement for any reason (s).

f. The termination of this agreement shall be without prejudice to the owner's rights to repossess the vehicle without prior notice to the hirer and for the purpose the hirer hereby irrevocably authorizes the owner by the agents without notice to enter into any premises which the vehicle may for the time begin be kept and to take possession thereof without begin liable for any action or proceeding at the suit of the hirer or any person claiming under or through him. ~~The hirer shall also bear the reasonable costs incurred by the owner at any time in ascertaining the whereabouts of the vehicle and/or the hirer.~~

g. The hirer shall upon the termination of this agreement pay to the owner:

(1) all arrears of rental calculated up to date of termination (without prejudice to Clause 13) and all the other due and unpaid together with any unpaid penalty thereon payable;

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Tel : 62422212 Fax : 62426169



(2) the cost of all repairs required as at the date of termination;

~~(3) compensation for the loss of revenue suffered by the owner as a result of such termination, such loss begin total rental due to the owner for the remaining unexpired length of the period of hire, subject to the owner mitigating such loss.~~

h. The termination of the hire shall not affect the rights of the owner or liabilities of the hirer subsisting at the date of termination.

### 13. Termination By Hirer

a. The hirer may terminate this agreement, subject to compensation with documentary proof due to the nominated driver of this agreement is relocated or refuse entry by the local authority of if the hirer is not able to not permit to drive vehicle in Singapore. Upon such termination the hirer shall return the vehicle to the owner at such address as the owner may direct in good working condition and at the hirer's expense and risk and pay the owner compensation for the loss suffered by the owner as a result of such early termination. Such compensation shall are as follows:

(1) **Length of Rental: 1 Month (No Refund for early termination)**

(2) **Termination when Contract is extended: N/A**

b. The hirer shall upon termination of this agreement pay to the owner:

(1) all arrears of rental calculated up to date of termination (without prejudice to Clause 13) and all the other due and unpaid together with any unpaid penalty thereon payable;

(2) the cost of all repairs required as at the date of termination;

c. The termination of the hire shall not affect the rights of the owner or liabilities of the hirer subsisting at the date of termination.

### 14. Continuation Payment

Without prejudice to clause 12c above the hirer shall continue to be liable for payment of the rental from the due expiration of the period of the hire or sooner determination of this agreement to the date when the vehicle is returned to the owner but this clause shall not confer upon the hirer any right to the continued use or possession of the vehicle.

### 15. General Liability

a. The owner does not hire the vehicle subject to any condition or warranty express implied or statutory in connection with the fitness for any purpose or age of the vehicle any conditions and warranties are hereby expressly excluded in so far as permitted by statue and the owner shall not be responsible for any liability, claim(s), loss, damage or expenses of any kind or nature directly or indirectly by the vehicle or it use.

b. All sums payable and all liabilities to be discharge by the hirer shall bear interest at the rate set out in this agreement/ schedule from the due date.

### 16. Forbearance

No relaxation forbearance delay or indulgence by the owner in enforcing any of the terms of this agreement or granting of time by the owner to the hire shall affect or restrict the right and power of the owner hereunder nor shall any waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.



GENERAL INSURANCE ASSOCIATION OF SINGAPORE RECORDS MANAGEMENT CENTRE  
6 Raffles Quay #18-00 Singapore 048580  
Tel (65) 6224 0010 Fax (65) 6224 0030  
Operating Hours : Monday to Friday, 09:00 - 17:00  
UEN: S665800206 / GST Reg. No.: M460017735

**IMPORTANT NOTE:** Please submit the completed Addendum form to the same Authorised Reporting Centre with whom you submitted the Original Report.

### ADDENDUM

**(A) PARTICULARS OF PERSON MAKING THE AMENDMENTS:**

Original Report No : \_\_\_\_\_ Vehicle Registration No: \_\_\_\_\_

Name (as shown in NRIC) : \_\_\_\_\_ NRIC/FIN/Passport No : \_\_\_\_\_

(\*Vehicle Driver / Vehicle Owner) (\*) Please delete as appropriate

Address : \_\_\_\_\_ Singapore( )

Contact (Tel) : \_\_\_\_\_ Mobile No. : \_\_\_\_\_

Email Address : \_\_\_\_\_

Date of Accident : \_\_\_\_\_ Time of Accident : \_\_\_\_\_

Place of Accident : \_\_\_\_\_

Insurance Company: \_\_\_\_\_

**(B) ADDITIONAL INFORMATION / AMENDMENTS:**

I have made a report on the above mentioned accident and would like to include additional information or make the following amendments:

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Policyholder / Driver's Signature  
Date: \_\_\_\_\_

Reporting Centre Personnel's Signature  
Name: \_\_\_\_\_  
NRIC/FIN No.: \_\_\_\_\_  
Date: \_\_\_\_\_



# LETTER OF AUTHORITY & INDEMNITY

In the event the payment of the settlement sum is made in my favor. I shall attend your workshop and give you a replacement cheque or cash (less the deposit, if any) within 14 days of being notified by you. If/I fail to do the above, I shall be liable to you for the sum of the repairs, legal costs and other costs/expenses incurred by you. I/We undertake to ensure that my/our cheque shall be honored upon presentation by you. In the event that my/our is dishonored, for whatever reasons, you may proceed to lodge a police report against me for this criminal act and may proceed to sue me/us for this breach.

I/We undertake to inform you and our solicitors appointed by you on my behalf in the event the 3rd party insurance company communicate with me/us directly orally or in writing and I/We further undertake not to accept any monies or offer settlement from the 3rd party insurance without first communicating with you and obtaining your consent.

In the event of any of the aforesaid breach, I/We shall have the totally no deface to your action/claim against me/us and I/We will have to bear your legal costs incurred on an indemnity basis for any legal action may arise against me/us including your damages, expenses and other incidentals charges.

I/We hereby also confirm that I was involved in the said above mention accident and that it was not a false accident or a staged accident and I/We are fully aware and advised that if the above accident was proven to the false or fraudulent accident, I/We would be liable to pay for all your damages, expenses and other incidentals charges and I/We will have to bear your legal costs incurred on an indemnity basis for any legal actions that may arise against me/us with regards to the above accident.

I hereby understand and agree that in the event that my claim is unsuccessful for whatever reason, I will be held fully responsible and liable for the cost of the repairs payable to my repairer. I also understand that in such event, I will be also liable for the incidental costs and expenses, such as survey fees, search fees, filing fees, etc., which may have incurred as the case may be. I understand and accept that in the event m repairer is compelled to enforce this agreement due to a default on my part, I am liable to pay the legal costs incurred by my repairer on a full indemnity solicitor-and-client basis to the fullest extent permitted by law.

I confirm that I understand the above and have entered voluntarily into this agreement without any inducement, threat and/or promise. I acknowledge and accept that a settlement of my claim may result in my motor insurance No Claim Discount being affected at the discretion of my motor insurers.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

NRIC : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact No. : \_\_\_\_\_

Witness

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

NRIC : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact No. : \_\_\_\_\_