

Performance Motors

BMW Dealer



India International Insurance Pte Ltd
64 Cecil Street
#04-05, IOB Building
Singapore 049711

Attn: Motor Claims Dept.

Your ref: **GBM3565A**
Our ref: **DS/SMS9524S**

Without Prejudice

5 February 2025

ACCIDENT INVOLVING VEHICLES SMS9524S (BMW) & GBM3565A ON 13.12.2024

Dear Sirs

We refer to the above matter.

The accident was caused solely by the negligence on the part of your insured. As a result of the said accident, our client has suffered losses which are set out hereunder as follows: -

Cost of Repair	: \$ 27,635.91 (INCLUDING GST)	Excess	: \$ -
Loss of Use	: \$ -	GIA/LTA Search	: \$ 2.18
Loss of Rental	: \$ 1438.80 (INCLUDING GST)	Others	: \$ -
		Total	: \$ 29,076.89

A copy of each of the following supporting documents is enclosed:

1. Copy of Tax Invoice / Receipts
2. Copy of Rental Invoice / Receipts
3. Copy of GIA / LTA Report / GIA Search Fee
4. Copy of Certificate of Insurance
5. Copy of Letter of Authorisation

Please note that you or your insured should send us an acknowledgement of receipt of this letter within fourteen (14) days from the date of this letter, failing which our client will have no alternative but to commence legal proceedings against you without any further notice to you or your insured.

Should you have a counterclaim against our client arising out of the accident, you are also required to send a letter giving full particulars of the counterclaim together with all relevant supporting documents within eight (8) weeks of your receipt of this letter.

For any correspondence, please email to pml-pbsp@sime-darby.com.sg.

Yours sincerely

Cresendo Lagman
Customer Service Manager, Bodyshop

Bernard Wan
Head of Bodyshop, Aftersales

Performance Motors Limited.
Sime Darby Performance Centre, 303 Alexandra Road
Sime Darby Business Centre, 315 Alexandra Road
East Coast Centre, 280 Kampong Arang Road
Ubi Service Centre, By-appointments only

Tel: 1800-2255-269
Co Reg No. 197401559W

Performance Motors Limited

A member of the Sime Darby Group



LETTER OF AUTHORISATION

ACCIDENT INVOLVING SMS 95243 & 98003525A ON 13/12/24.

I, Sime Darby Services Pte Ltd owner of Vehicle Registration No. SMS 95243
hereby authorise **Performance Motors Limited** to submit, correspond, negotiate and
settle my claim for cost of repair and/or uninsured losses arising from the above accident.

I further authorise **Performance Motors Limited** to execute, sign, seal and deliver all
documents whatsoever in relation to this matter and to accept and receive any payment
due to me in respect of my claim above.

I hereby declare that all acts and documents done by virtue of this Letter of Authorisation
on my behalf shall be good valid and effectual to all intents and purposes whatsoever as if
the same had been done or executed by me in person.

I further confirm that the acceptance by **Performance Motors Limited** of the settlement
amount in respect of such claim shall constitute the full discharge of my claim in respect of
such loss and damage.

Signed by:



(X)

Name: Sime Darby Services (Date) 13/12/24

NRIC No.: Pte Ltd
1975010620

In the presence of:

PERFORMANCE MOTORS LIMITED
303 Alexandra Road
Sime Darby Performance Centre
Singapore 159041
Tel: 6319 0100 (Sales)
6319 0111 (AfterSales)

UK

Name: Yap mee key (Date) 13/12/24

NRIC No.: G2744129P

EXPRESS SETTLEMENT

DISCHARGE VOUCHER III-Direct Settlement (PODS)

India Ref: **MFL2024D0014856**
Claimant Ref: **SMS9524S**

We/I, PERFORMANCE MOTORS LTD ("the workshop") hereby confirm that we/I have reached an agreement with the appointed Surveyor of India International Insurance Pte Ltd LKK Auto Consultants Pte Ltd (name of Surveyor) with respect to the amount claimed for S\$ 27,635.91 (repair cost), S\$ 1,438.80 (loss of use/rental), S\$ 2.18 (search fee), vehicle no. SMS9524S that was damaged pursuant to the accident which occurred on 13/12/2024 (date) at ENTRANCE OF CAIRNHILL NINE AND ASCOTT ORCHARD (location) involving vehicle no. GBM3565A (insured vehicle). This is pursuant to the inspection conducted on 17/12/2024 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner SIME DARBY SERVICES PRIVATE LIMITED ("the third party claimant") of vehicle no. SMS9524S to 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 India International 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 cost of repairs and/or rental and/or loss of use pursuant to the damage to SMS9524S (vehicle no.) as a result of the accident.

We/I confirm that the agreement reached above is in full and final settlement of all claims 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.

We/I authorize you to pay the total amount of S\$ 29,076.89 to PERFORMANCE MOTORS LTD.

Dated this 14 day of March 2025

CLAIMANT:

Signature:

Name:

NRIC:

Address:

Nationality:

Occupation:

Yap Mee Key
Performance Motors Limited
303 Alexandra Road
Sime Darby Performance Centre
Singapore 159941
uk
Signed by "the workshop" (with chop)

WITNESS:

Signature:

Name:

NRIC:

Address:

Nationality:

Occupation:



Signed by appointed Surveyor

LKK Auto Consultants Pte Ltd

199607198R

51 Ubi Avenue 1

#02-25 Paya Ubi Ind. Park S(408933)

Performance Motors Limited

A Sime Darby Motors Company
Co. Reg. No. 197401559W GST Reg. No M2-0020081-x
Toll-Free Number (1800-2255269)

303, Alexandra Road
Sime Darby Performance Centre
Singapore 159941
Fax: 64747770

280, Kampong Arang Road
East Coast Centre
Singapore 438180
Fax: 63449773

315, Alexandra Road
Sime Darby Business Centre
Singapore 159944
Fax: 64796601 (AfterSales)
64796624 (Motorrad)



SERVICE TAX INVOICE

Repair Order No. : B1 1935331

Page No. : 1 of 3

Date IN : 20/12/2024

Invoice Number : 2902869 / WSB

Motor Claim Advisor: Yap Mee Key

Invoice Date : 28/01/2025

Payment Terms : 30 Days From Invoice

Invoice By : Wai Ming Hui

- CUSTOMER INFORMATION -

Sime Darby Services Private Limited
305 Alexandra Road
#02-01 Vantage Automotive Centre

Singapore 159942

- INVOICE TO - 219

India Int'L Insurance Pte Ltd
64 Cecil Street
#04-05 IOB Building
Singapore 049711

REGN. NO.
SMS9524S

CHASSIS NO.
WBAJR12070CD71409

REGN. DATE
23/03/2020

MODEL
520I

MILEAGE
32259

- - - - L A B O U R 1 - - - -

	NETT
To tow accident vehicle to PML workshop.	150.00
To replace front bumper and attachments, bonnet, front left fender, top air flap, left bottom cover, front left wheel arch cover, front left grille, front carrier including carry out other necessary repair caused by the accident.	4,675.00
To respray bonnet, front bumper and front left fender.	3,221.00
To replace front left sport rim include balancing.(x1)	94.00
To carry out body cavity preservation.(x2) (Per panel).	236.00
To replace left high intensity headlamp.	481.00
To replace left LED module daytime driving light include programming and conducting checks for proper function.	266.00
To remove old PDC assembly, replace damaged parts and reconnect to new bumper including conduct check for proper function.	177.00
To check steering geometry and conduct wheel alignment in accordance with BMW specifications. (x1).	531.00
Sundries.	150.00
To check electrical wiring system at the front section for proper function.	177.00
INS CLAIMS : ACCIDENT REPAIR. DIRECT SETTLEMENT.	0.00
DATE OF ACCIDENT : 13.12.2024. 3RD PARTY CAR : GBM3565A.	
YOUR REF NO : NIL.	
VEHICLE SURVEYED BY MR TAUFIKH FROM LKK AUTO ON 17.12.2024. AUTHORISED REPAIR BY MS HSIAO TONG FROM LKK AUTO ON 20.12.2024 VIA EMAIL.	
PROPOSE CAR RENTAL = \$1438.80. THE AMOUNT IS SUBJECTED TO INSURANCE COMPANY CONFIRMATION.	0.00
GIA SEARCH FEE = \$2.18.	0.00

Total Labour 1: 10,158.00

- - - - P A R T S - - - -
ALUMINIUM ENGINE HOOD

Qty	Retail Price	NETT
1	2,734.80	2,734.80

Performance Motors Limited

A Sime Darby Motors Company
Co. Reg. No. 197401559W GST Reg. No. M2-0020081-x
Toll-Free Number (1800-2255269)

303, Alexandra Road
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Singapore 159941
Fax: 64747770

280, Kampong Arang Road
East Coast Centre
Singapore 438180
Fax: 63449773

315, Alexandra Road
Sime Darby Business Centre
Singapore 159944
Fax: 64796601 (AfterSales)
64796624 (Motorrad)



SERVICE TAX INVOICE

Repair Order No. : **B1 1935331**Date IN : **20/12/2024**Motor Claim Advisor: **Yap Mee Key**Page No. : **2 of 3**Invoice Number : **2902869 / WSB**Invoice Date : **28/01/2025**Payment Terms : **30 Days From Invoice**Invoice By : **Wai Ming Hui**

FRT LH SIDE PANEL ALUMINIUM	1	1,020.25	1,020.25
FRT BUMPER PANEL PRIMED (PMA/PDC)	1	1,510.80	1,510.80
LH GRILLE AIR INLET OPEN (LINES)	1	125.35	125.35
LH PROTECTIVE STRIP LINES (SPORT)	1	76.75	76.75
PLAQUE 82MM	1	76.55	76.55
GROMMET	2	0.80	1.60
LH HEADLIGHT LED AHL HIGH (ICON LIG	1	5,144.85	5,144.85
DECOUPING RING PDC TORQUE CONVERTER	4	5.65	22.60
EXPANDING RIVET L=11MM	20	0.55	11.00
LH GUIDE TOP	1	37.25	37.25
LH FOG LAMP SUPPORT	1	123.85	123.85
AIR FLAPS TOP	1	321.70	321.70
FRT LH SIDE PANEL BRACKET 1	1	45.50	45.50
HEX BOLT	8	1.65	13.20
EXPANDING RIVET D=8MM	7	1.20	8.40
EXPANDING RIVET BLACK	10	1.50	15.00
ADJUSTABLE BLIND RIVET	6	1.60	9.60
EXPANDING RIVET	10	0.50	5.00
HEX BOLT WITH WASHER	5	1.35	6.75
BUMPER RIVET	10	0.55	5.50
LABEL COOLANT 550+/-10G	1	26.85	26.85
LH BUMPER GUIDE	1	17.45	17.45
LH HEADLIGHT MOUNTING	1	240.00	240.00
FRT LH WHEEL ARCH FRT SECTION COVER	1	146.50	146.50
FRT BUMPER CARRIER	1	790.05	790.05
EXPANDING RIVET D=8MM	13	1.20	15.60
EXPANDING RIVET L=11MM	10	0.55	5.50
ADJUSTABLE BLIND RIVET	4	1.60	6.40
FRAME BOTTOM	1	164.20	164.20
LOCK TOP PART	1	80.95	80.95
LH LED MODULE DAYTIME DRIVING LIGHT	1	282.15	282.15
FRT BUMPER TOP IMPACT ABSORBER (M)	1	81.75	81.75
LID OF DISPLACED RADIATOR	1	25.25	25.25
COVER BULB REPLACEMENT	1	22.95	22.95
LH BOTTOM COVER	1	81.35	81.35
LH SEALING SIDE PANEL	1	56.65	56.65
FRT TRIM GRILLE	1	68.90	68.90
PDC SENSOR SOPHISTOGRAU II WA90	1	391.40	391.40
ADJUSTMENT ELEMENT	2	8.10	16.20
ALLOY RIM 8JX18 DOUBLE SPK 634	1	1,141.60	1,141.60
FRT LH GRILLE (LUXURY)	1	218.05	218.05

Total Parts : **15,196.05**

Performance Motors Limited

A Sime Darby Motors Company
Co. Reg. No. 197401559W GST Reg. No M2-0020081-x
Toll-Free Number (1800-2255269)

303, Alexandra Road
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Sime Darby Business Centre
Singapore 159944
Fax: 64796601 (AfterSales)
64796624 (Motorrad)

**SERVICE TAX INVOICE**

Repair Order No. : B1 1935331	Page No. : 3 of 3
Date IN : 20/12/2024	Invoice Number : 2902869 / WSB
Motor Claim Advisor: Yap Mee Key	Invoice Date : 28/01/2025
	Payment Terms : 30 Days From Invoice
	Invoice By : Wai Ming Hui

Labour Charges : 10,008.00	Total Labour & Parts Charges : S\$ 25,354.05
Parts Charges : 15,196.05	Less Insurance Excess : S\$ 0.00
Lubricant/Misc : 150.00	Invoice Total Amount Exclude GST : S\$ 25,354.05
	GST @ 9% : S\$ 2,281.86
	Invoice Total Amount Include GST : S\$ 27,635.91

Computer generated invoice. No signature is required.

Amount Payable Include GST : S\$ 27,635.91

All amounts are in Singapore Dollars.

Work was carried out subject to the Company's Terms and Conditions of Service.

No complaints will be entertained unless reported within seven (7) days of the date of this invoice.

For credit purchases, interest @1% per month will be debited on overdue amounts.





TAX INVOICE

Invoice No. 61 - 38221
Page 1 of 1

WONG KHOON KONG

27 KEPPEL BAY VIEW #12-84
98416

SIME DARBY SERVICES PTE LTD

Hertz International Licensee
305 Alexandra Road, #03-01
Vantage Automotive Centre, Singapore 159942
☎ (65) 6734 4646 ☎ (65) 6345 7247
✉ reservation.hertz@sime-darby.com.sg
Co. Reg. No. 197501065W
GST Reg. No. M2-0021986-4

INVOICE DATE : 03-JAN 2025

R.A. No. 61020435 / Mohd Husni Bin Adris

TITLE :	KILOMETER OUT/IN :	46306 / 46651
AUTHORIZED DRIVER : WONG KHOON KONG	KILOMETER DRIVEN :	345
NRIC/PASSPORT NO. : S7919027F	PETROL LEVEL OUT/IN :	FULL / FULL
MAKE & MODEL : LEXUS ES250	DATE & TIME OUT :	23-DEC 2024 11:00
CAR REGISTRATION NO. : SMZ8211P / UNIT # : 0003917	DATE & TIME IN :	03-JAN 2025 11:00
CAR GROUP GIVEN : J	CHECK IN LOCATION :	SHORT TERM-HQ (SIN61)-HERTZ
CAR GROUP CHARGED : I	NO. OF DAY(S) CHARGED :	11 DAY(S)

DESCRIPTION	UNIT PRICE (SGD)	UNIT	AMOUNT BEFORE GST (SGD)	GST @ 9%	AMOUNT (SGD)
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PERFORMANCE MOTOR RATES 2019

11 DAY(S) @ \$120.00 / DAY	1,320.00	118.80	1,438.80
SUB-TOTAL	1,320.00	118.80	1,438.80

REMARKS: CUST REG. NO.: SMS 9524S (1998C) BMW 520

O. OF RENTAL DAYS: 7 DAYS @ \$120/DAY

S INDIA INSURANCE

SA MEE KEY"

TOTAL (SGD) : 1,320.00 118.80 1,438.80

* ITEMS NOT SUBJECT TO GST

CASH -1,438.80
BALANCE DUE 0.00

NOTE:

HIRER WILL BE HELD LIABLE FOR ALL AMOUNT DUE UNDER THIS AGREEMENT; ALL TRAFFIC FINES INCLUDING ADMIN FEES INCURRED DURING PERIOD OF HIRE; ANY COSTS INCURRED BY SIME DARBY SERVICES PTE LTD FOR HIRER'S FAILURE TO REPORT ANY ACCIDENT/DAMAGE WITHIN 24 HOURS. FINAL CHARGES IS SUBJECT TO FULL INSPECTION OF THE VEHICLE BY A COMPANY REPRESENTATIVE.

**SIME DARBY SERVICES PTE LTD**

Hertz International Licensee

1 Ubi Road 4 #B1, Singapore 408607

T: 6355 1080 E: reservation.hertz@sime-darby.com.sg

Co. Reg No.: 197501065W GST Reg. No. M2-0021986-4

PAYMENT : CASH

HIRER'S DETAILS

TITLE

NAME

ADDRESS

WONG KHOON KONG

27 KEPPEL BAY VIEW

#12-84

98416

NRIC/PASSPORT NO. : S7919027F

ISSUE: 17/01/2007

ISSUED BY : SINGAPORE

LICENSE : S7919027F

EXPIRY: 31/12/2099

ISSUED BY : SINGAPORE

NATIONALITY

D.O.B.: 30/06/1979

FREQUENT FLYER NO.

LOCAL CONTACT : 9693 6390

HOTEL

COMPANY'S DETAILS

NAME

ADDRESS

IMPORTANT NOTICE

- Hirer is liable for all traffic fines and penalties. If Hirer fails to pay, Owner reserves the right to pay on the Hirer's behalf and a \$10 (plus GST) admin fee per incident will be imposed in addition to reimbursement.
- Any accident involving the Vehicle must, unless otherwise directed by the Owner, be reported within 24hrs to the Owner at the Owner's designated premises, the Police and the Owner's insurers with all required information, diagrams and details, and Hirer shall provide full cooperation.
- Smoking, durians and pets are not allowed in the Vehicle. An additional 3 days' rental would be imposed if smoke or durian smell or pet's fur is detected upon return of the vehicle.
- Hirer is fully responsible for, and the excess does not cover damage or loss relating to, (i) car accessories, (ii) keys, (iii) misuse, (iv) use under influence of alcohol, intoxicants or drugs, etc. Hirer will be charged for all losses and damages accordingly.
- The Vehicle shall not be driven outside Singapore unless authorized by Owner in writing, and in any event the Vehicle shall not be driven in Thailand.
- No refund will be given for early return and late collection of the Vehicle.
- Camera(s) are installed within the Vehicle for evidence collection in the event of accident or damage. Tampering with the camera(s) including disconnecting it or removing the storage is prohibited. Hirer will be deemed liable for any damage, etc. if there is missing footage.
- Hirer and Additional Driver shall each possess (i) Singapore Driving Licence, (ii) International Driving Permit with foreign driving licence or (iii) foreign driving issued by ASEAN member state.
- For the improper return of each of the Vehicle or its keys, additional liquidated damages of up to S\$545 will be charged.
- Hirer authorizes all amounts in connection with this Agreement to be charged to the Hirer's credit card in the Owner's records, including fees, charges, damages, fines, etc.

The vehicle is rented subject to all terms and conditions on this page and on the reverse side whether printed or handwritten. Hirer represents that they have read, understand and agree with the conditions of the rental agreement. The hirer authorises all amounts due under the rental agreement to be charged to the hirer's credit card shown on this form.

x

x

Hirer

Additional Driver

ADDITIONAL DRIVERS:

RENTAL AGREEMENT NUMBER : 61020435

RENTAL LOCATION : SHORT TERM-HQ (SIN61)-HERTZ

CHECKOUT

UNIT # / REGN NO. : 00003917 / SMZ8211P

MAKE & MODEL : LEXUS ES250

CAR GROUP GIVEN : J CHARGE: I

KILOMETER OUT : 46,306

PETROL LEVEL OUT : FULL

DATE & TIME OUT : 23/12/2024 11:00

DUE DATE & TIME IN : 03/01/2025 11:00

CHECKIN LOCATION : SHORT TERM-HQ (SIN61)-HERTZ

RENTAL RATES

AS: PERFORMANCE MOTOR RATES 2019

DAILY @ S\$ 120.00

EXTRA DAY @ S\$ 120.00

EXTRA HOUR @ S\$ 24.00

TOTAL: S\$ 1,438.80**FOR RATES TO APPLY**

MINIMUM 24 HOURS.

CAR MUST BE RETURNED TO RENTING LOCATION

ON THE DUE DATE

INSURANCE

BY INITIALS, THE HIRER

INCLUSIVE LDW

NON-WAIVERABLE DAMAGE EXCESS: S\$ 3,000.00 (SIN USE)

DECLINES PAI @ S\$ 5.00 PER DAY"

x

THIS CAR IS FOR SINGAPORE USE ONLY, THERE IS NO INSURANCE
COVERAGE FOR USE OUTSIDE SINGAPORE

OTHER CHARGES

FUEL SERVICES @ S\$4.59 / LITRE

CASHCARD PURCHASE: YES / NO

x

CASH & CHEQUE DEPOSIT**REMARKS**

CUST REG. NO.: SMS 9524S (1998C) BMW 520

NO. OF RENTAL DAYS: 7 DAYS @ \$120/DAY

DS INDIA INSURANCE

CSA MEE KEY

HI RESERVATION

RES. ID# SD000014903

Mohd Husni Bin Adris

TACO#:

REF SRC: PHONE

Printed on 03-Jan-2025

Entered by: Tee Chloe

13:35

A

Sime
Darby

Motors Company



SIME DARBY SERVICES PTE LTD
Hertz International Licensee

305 Alexandra Road #B1, Singapore 159942
Tel: 65 63410337 E: reservation.hertz@sime-darby.com.sg
Co. Reg No.: 197501065W GST Reg. No. M2-0021986-4

PAYMENT: CASH

HIRER'S DETAILS

TITLE :

NAME :

ADDRESS :

WONG KHOON KONG

27 KEPPEL BAY VIEW

#12-84

98416

NRIC/PASSPORT NO. : S7918027F

ISSUED BY : SINGAPORE

LICENSE : S7918027F

ISSUED BY : SINGAPORE

NATIONALITY :

FREQUENT FLYER NO. :

ISSUE: 17/01/2007

EXPIRY: 31/12/2099

D.O.B.: 30/06/1979

LOCAL CONTACT : 9693 6390

HOTEL :

COMPANY'S DETAILS

NAME :

ADDRESS :

IMPORTANT NOTICE

- Hirer is liable for all traffic fines and penalties. If Hirer fails to pay, Owner reserves the right to pay on the Hirer's behalf and a \$10 (plus GST) admin fee per incident will be imposed in addition to reimbursement.
- Any accident involving the Vehicle must, unless otherwise directed by the Owner, be reported within 24hrs to the Owner at the Owner's designated premises, the Police and the Owner's insurers with all required information, diagrams and details, and Hirer shall provide full cooperation.
- Smoking, durians and pets are not allowed in the Vehicle. An additional 3 days' rental would be imposed if smoke or durian smell or pet's fur is detected upon return of the vehicle.
- Hirer is fully responsible for, and the excess does not cover damage or loss relating to, (i) car accessories, (ii) keys, (iii) misuse, (iv) use under influence of alcohol, intoxicants or drugs, etc. Hirer will be charged for all losses and damages accordingly.
- The Vehicle shall not be driven outside Singapore unless authorized by Owner in writing, and in any event the Vehicle shall not be driven in Thailand.
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- Camera(s) are installed within the Vehicle for evidence collection in the event of accident or damage. Tampering with the camera(s) including disconnecting it or removing the storage is prohibited. Hirer will be deemed liable for any damage, etc. if there is missing footage.
- Hirer and Additional Driver shall each possess (i) Singapore Driving Licence, (ii) International Driving Permit with foreign driving licence or (iii) foreign driving issued by ASEAN member state.
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- Hirer authorizes all amounts in connection with this Agreement to be charged to the Hirer's credit card in the Owner's records, including fees, charges, damages, fines, etc.

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x

Hirer

x

Additional Driver

ADDITIONAL DRIVERS:

RENTAL AGREEMENT NUMBER: 61020435

RENTAL LOCATION : SHORT TERM-HQ (SIN61)-HERTZ

CHECKOUT

UNIT # / REGN NO. : 00003917 / SMZ8211P

MAKE & MODEL : LEXUS ES250

CAR GROUP GIVEN : J CHARGE: I

KILOMETER OUT : 46,308

PETROL LEVEL OUT : FULL

DATE & TIME OUT : 23/12/2024 11:00

DUE DATE & TIME IN : 30/12/2024 11:00

CHECKIN LOCATION : SHORT TERM-HQ (SIN61)-HERTZ

RENTAL RATES

AS: PERFORMANCE MOTOR RATES 2019

DAILY @ S\$ 120.00

EXTRA DAY @ S\$ 120.00

EXTRA HOUR @ S\$ 24.00

TOTAL: S\$ 915.60

FOR RATES TO APPLY

MINIMUM 24 HOURS.

CAR MUST BE RETURNED TO RENTING LOCATION

ON THE DUE DATE

INSURANCE

BY INITIALS, THE HIRER

INCLUSIVE LDW

NON-WAIVERABLE DAMAGE EXCESS: S\$ 3,000.00 (SIN USE)

DECLINES PAI @ S\$ 5.00 PER DAY"

THIS CAR IS FOR SINGAPORE USE ONLY. THERE IS NO INSURANCE COVERAGE FOR USE OUTSIDE SINGAPORE

OTHER CHARGES

FUEL SERVICES @ S\$4.59 / LITRE

CASHCARD PURCHASE: YES / NO

CASH & CHEQUE DEPOSIT

REMARKS

CUST REG. NO.: SMS 9524S (1998C) BMW 520

NO. OF RENTAL DAYS: 7 DAYS @ \$120/DAY

DS INDIA INSURANCE

CSA MEE KEY

HI RESERVATION

RES. ID# SD000014903

Mohd Husni Bin Adris

TACO#:

REF SRC: PHONE

Printed on 23-Dec-2024 10:17

Entered by: Mohd Husni Bin Adris

AGREEMENT FOR HIRE

- 1.1. This agreement ("Agreement") is made between Hertz International Licensee Sime Darby Services Private Limited, a company incorporated in Singapore and having its registered office at 305 Alexandra Road, #02-01, Vantage Automotive Centre, Singapore 159942 ("Owner") and the one person whose particulars and signature appear on the reverse side ("Hirer") for the hire of a vehicle, more particularly described on the reverse side, together with all tyres, tools, accessories, equipment, vehicle documents and replacements and additions made thereto either before or after the conclusion of this Agreement (collectively the "Vehicle"). The term "Vehicle" will where applicable refer to any replacement given or substitution made by Owner to the Vehicle described on the reverse side.
- 1.2. Where a person or corporation in addition to the Hirer has agreed to pay the rental charges and to be bound by terms and conditions of the Agreement, this Agreement shall be deemed to have been made by the Owner on the one part with the Hirer and such other person or corporation of the second part and the liabilities and obligations of the Hirer and such other person or corporation under this Agreement shall be joint and several save that such other person or corporation shall not be entitled to drive the Vehicle unless expressly authorised in writing by the Owner.
- 1.3. In addition to the Hirer, the Vehicle may be driven by any additional driver whose particulars appear on the reverse side and/or whose particulars have been provided to the Owner in writing ("Additional Driver"). The Hirer agrees to be responsible to the Owner for all acts and omissions of, and for any breach of the terms of this Agreement by, the Additional Driver, as if such are committed by the Hirer.
- 1.4. Unless the context otherwise require, words denoting the singular number shall include the plural and vice versa and in particular where this Agreement is made with the Hirer and such other person or corporation referred to in Clause 1.2 herein the word "Hirer" shall refer to both jointly and severally.
- 1.5. The Hirer hereby takes the Vehicle on hire subject to the terms and conditions on this page and on the reverse side whether printed or handwritten.
- 1.6. The Vehicle is the Owner's property and the Hirer takes possession of the same as mere bailee only. No property in the Vehicle shall pass under this Agreement and the Hirer is not (by mere fact of being a hirer of the Vehicle) empowered to be or treated as the Owner's agent, employee or contractor for any purpose.
1. **DEPOSIT**
 - 2.1. The Hirer shall pay the Owner upon the signing of this Agreement the deposit (via credit card payment), if any is specified on the reverse side, as security for the due performance and observance by the Hirer of all the terms and conditions of this Agreement provided always and subject to Clause 2.2. If the Hirer shall perform and observe all the said terms and conditions contained herein during the period that the Vehicle is hired to the Hirer ("Rental Period"), the Owner shall on expiration of the Rental Period repay the deposit to the Hirer without interest thereon.
 - 2.2. The Owner shall (without prejudice to his other rights against the Hirer) be at liberty to retain out of such deposit:
 - (a) the amount of any loss or damage for which the Hirer is responsible;
 - (b) any amount due or owing to the Owner by the Hirer;
 - (c) any additional charge payable pursuant to the terms of this Agreement; and
 - (d) any composition, fines or penalties that the Owner has paid on the hirer's behalf.
 - 2.3. The Hirer shall not be entitled to deduct or offset any outstanding rental charges or any other amount payable by him during this Agreement from the deposit.
2. **VEHICLE REPAIRS**
 - 3.1. The Hirer shall not service or permit the servicing of the Vehicle and shall not make or permit to be made any repairs and/or replacements to the Vehicle or any part or accessory thereof without the Owner's prior written approval.
 - 3.2. In the event that any servicing, repairs, replacements and/or adjustments to the Vehicle or any part thereof is done or permitted by the Hirer or Additional Driver without the Owner's prior written approval, the Owner shall not be responsible or liable for the costs or expense of the same, and shall be entitled to recover from the Hirer all costs, expenses and damages whatsoever incurred by the Owner as a result of such unauthorised servicing, repairs, replacements and/or adjustments.
 - 3.3. Any servicing, repairs, replacements and/or adjustments required to be done by reason of any damage or defect caused by the negligent use of the Vehicle during the Rental Period shall be borne by the Hirer.
3. **CARE, USE AND CUSTODY OF VEHICLE**
 - 4.1. The Hirer and/or the Additional Driver shall at all times drive the Vehicle in a careful and skilful manner. The Hirer and/or the Additional Driver shall observe all traffic regulations and laws and, in the event of breach thereof, the Hirer shall pay all composition, fines and penalties which may be incurred and shall also answer all Police and Traffic Court Summonses, Notices and Inquiries in connection therewith. In the event that the Hirer and/or Additional Driver fail to pay such composition, fines or penalties, the Owner reserves the right to pay such composition, fines or penalties on behalf of the Hirer to the appropriate authorities and the Owner shall be entitled to be reimbursed for the total amount paid on such behalf in addition to imposing an administration and service charge of S\$10.00 (plus GST) per incident.
 - 4.2. During the Rental Period, the Hirer and the Additional Driver shall each possess a valid Singapore Driving Licence or such other licence and/or permit as may be required under law or by any relevant authority for the use of the Vehicle. In the event that the Hirer and/or Additional Driver (each being a foreigner residing in Singapore for less than 12

- months) does not possess a valid Singapore Driving Licence, the Hirer shall, before collecting the Vehicle, present such evidence of the compliance with this clause to the satisfaction of the Owner, including but not limited to producing:
 - (a) a valid international driving permit with a foreign driving licence;
 - (b) (if an international driving permit is not available for the foreign driving licence) a valid foreign driving licence with an official translation from the relevant Embassy or High Commission, or any local registered translation companies in Singapore if the relevant Embassy or High Commission does not provide the service; or
 - (c) a valid foreign driving licence issued by an ASEAN member state.
- 4.3. In addition to Clause 4.2, the Hirer and the Additional Driver shall each be between the ages of 21 (23 if the Vehicle is a BMW branded vehicle) and 65, and have 1 year's qualified and regular driving experience.
- 4.4. The Owner may have installed camera(s) within the Vehicle to enable evidence to be collected in the event of any accident, any damage and/or any misuse involving the Vehicle. The camera(s) capture both video and audio. The Hirer shall ensure that there shall be no tampering with any of the camera(s), which includes but is not limited to the dismantling of the camera(s), disconnection of the camera(s) and/or removal of the storage of the camera(s). In any case where any footage is missing from any camera, unless the Hirer proves that the missing footage is not attributable to any act, omission or negligence on his part, the Hirer shall be liable for any costs and expenses involved in reinstating the camera(s) to operational condition, and the Hirer shall be conclusively deemed to be the party liable for any accident, any damage and/or any misuse involving the Vehicle.
- 4.5. The Owner may have installed GPS tracking device(s) within the Vehicle (i) to enable the Owner to locate the Vehicle if the Vehicle is not returned upon the expiration of the Rental Period, (ii) to enable the Owner to be notified if the Vehicle is brought out of Singapore, (iii) to enable evidence to be collected in the event of any accident, any damage and/or any misuse involving the Vehicle, and (iv) to enable the Owner to automatically track the use and mileage of the Vehicle for vehicle management and maintenance purposes. The GPS tracking device(s) collect in real time and at all times the live location, movement history, mileage, idling time, driving behaviour and geofencing status of the Vehicle. The Owner shall ensure that live location and movement history information is only accessed by authorized personnel upon the occurrence of Clause 4.5(i), (ii) or (iii). The Hirer shall ensure that there shall be no tampering with any of the GPS tracking device(s), which includes but is not limited to the dismantling or disconnection of the GPS tracking device(s), which shall be presumed if there is any missing data collected through the GPS tracking device(s), failing which the Hirer shall pay the Owner as liquidated damages S\$400 (plus GST).
- 4.6. The Hirer shall ordinarily keep the Vehicle at the Hirer's local accommodation address described on the reverse side or such address as the Owner may from time to time approve in writing and will keep the Vehicle free from distress, execution or any legal processes.
- 4.7. The Hirer shall notify the Owner of any change in the location where the Vehicle is kept and shall upon a request by the Owner inform the Owner of the whereabouts of the Vehicle.
4. **EXCLUSION OF LIABILITY**
 - 5.1. No warranty or representation of any kind express or implied is given by the owner in respect of the vehicle and this agreement contains no condition or warranty express or implied as to its quality or fitness for any purpose.
 - 5.2. The owner shall not under any circumstances be liable to the hirer in any respect, including in respect of or to indemnify the hirer against any loss, injury or damage sustained by the hirer or any third party as a result of the presence or use of the vehicle or as a result of any defect. The hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in proper and safe condition.
5. **RETURN OF VEHICLE/CONDITION ON RETURN**
 - 6.1. Upon the expiration of the Rental Period or termination of this Agreement, the Hirer shall return the Vehicle to the Owner at the renting location described on the reverse side ("Renting Location") or at such other address as specified by the Owner described on the reverse side in good order and condition and in the same colour as when the Hirer had collected the Vehicle from the Owner (fair wear and tear resulting from proper use thereof excepted) failing which the Hirer shall be liable to reimburse the Owner on demand for all costs of restoring the Vehicle to such good order and condition and colour.
 - 6.2. If the return address of the Vehicle is Changi Airport, the Hirer shall return the Vehicle to a public parking lot and hand over the keys to an employee of the Owner. The Hirer shall not park the Vehicle in any reserved parking lot (such as a parking lot reserved for another car rental company), failing which the Hirer shall pay the Owner as liquidated damages S\$107 or such amount as the Owner may notify in writing to the Hirer from time to time. The Hirer shall not drop the keys of the Vehicle into any key drop box (such as a key drop box of another car rental company), failing which the Hirer shall pay the Owner as liquidated damages S\$545.
6. **TERMINATION AND REPOSSESSION**
 - 7.1. If the Hirer, during the continuance of this Agreement:
 - (a) fails to pay any rental charge or any charges payable under this Agreement within fourteen (14) days from the date that such payment(s) shall become due and payable whether previously demanded or not, or

- (b) suffers any distress, execution or writ of seizure and sale or attachment order issued against his property or properties or if any such distress, execution, writ or attachment shall be threatened; or
- (c) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Hirer, or if a third party (such as liquidator, receiver or judicial manager) is appointed and/or authorised to manage the whole or any part of the Hirer's assets or business; or
- (d) make any arrangement, composition or assignment for the benefit of his or its creditors generally or takes or suffers any similar action in consequence of any debt; or
- (e) has any cheque given or credit card payment made or bank transfer made by the Hirer for any payment under this Agreement be dishonoured, reversed and/or rejected; or
- (f) does or suffer to be done any act or thing which may prejudice or jeopardise the Owner's property or right to the Vehicle; or
- (g) be in breach of any of the terms and conditions of this Agreement, whether express or implied

then, in each case, the Owner may (without prejudice to any other rights the Owner may have against the Hirer) by written notice to the Hirer forthwith terminate this Agreement.

7.2. Upon the expiry or termination of this Agreement, the Owner shall be entitled to repossess the Vehicle, and for such purpose the Hirer hereby irrevocably authorises the Owner, his employees, contractors and/or agents without further notice to enter into and upon any premises in which the Vehicle may be in order to repossess the same without being liable to any actions or proceedings at the suit of the Hirer or any person claiming under or through him.

7. LOSS OR DAMAGE TO THE VEHICLE/LOSS DAMAGE WAIVER ("LDW")

- 8.1. Subject to Clauses 8.2 and 8.3 herein, regardless of fault, the Hirer shall be responsible for any and all loss of or damage to the Vehicle including the loss or damage suffered by the Owner resulting from the inability to use the Vehicle or let the same on hire and shall pay to Owner on demand the amount of such loss or damage.
- 8.2. If the Vehicle is used in accordance with the terms and conditions of this Agreement, the Hirer and the Additional Driver are not responsible for loss or damage to the Vehicle arising from accidental fire (not resulting from collision with other vehicles or any act, omission or negligence of the Hirer and/or the Additional Driver), theft or act of God.
- 8.3. If the Hirer accepts LDW (by initialling on the line on reverse side indicating his acceptance of LDW) and pays the additional fee for LDW at the commencement of this Agreement and if the Hirer has complied with all the terms of this Agreement, the Hirer's responsibility for loss or damage to the Vehicle due to collision with other vehicles is limited to the amount indicated on the reverse side under "Non Waiverable Damage Excess" ("NWDE") and to the tow fees and drop off charges (if any). **LOSS DAMAGE WAIVER IS NOT INSURANCE. THE hirer will still be liable for the amount of such loss or damage referred to in clause 8.1 herein for damage to the vehicle caused other than by collision with other vehicles.**
- 8.4. For avoidance of doubt, LDW does not apply to and the Hirer is always responsible for:
 - (a) the costs of rectifying any tyre damage not attributable to normal wear and tear;
 - (b) accessories, camera(s), GPS tracking device(s) and keys missing from the Vehicle or damaged;
 - (c) the costs of repairing undercarriage or under-body damage unless it can be attributed to a collision with other vehicles;
 - (d) the costs of replacing damage windscreens; and
 - (e) sandblasting.
- 8.5. If, at any time during the rental period:
 - (A) The vehicle is used by any person other than the hirer or additional driver; or
 - (B) The hirer and/or additional driver is in breach of any of the terms of this agreement; or
 - (C) The vehicle is used by any person off a paved road and/or in a reckless, abusive and/or wanton manner; or
 - (D) The vehicle is misused by any person; or
 - (E) The vehicle is used by any person under the influence of alcohol, drugs, medication and/or any other intoxicant,

Then the hirer and the additional driver shall be liable for any and all loss or damage to the vehicle including the loss or damage suffered by the owner resulting from the inability to use the vehicle or let the same on hire without the benefit of clause 8 herein regardless of whether the hirer has accepted the loss damage waiver.

8.6. In the event that the excess as well as insurance premium levied by the Owner's insurers is increased, the rate for both Loss Damage Waiver and insurance premiums shall be increased to such rate as shall be determined by the Owner in its absolute discretion.

8. PAYMENT OF CHARGES

- 9.1. The Hirer shall pay without demand:
 - (a) the rental charges described on the reverse side in advance of the Rental Period upon entering into this Agreement; and
 - (b) other charges (if any) incurred during the Rental Period upon returning the Vehicle.
- 9.2. Any payment made under this Agreement shall be non-refundable, regardless of whether the Vehicle is collected late and/or returned early.
- 9.3. If the Owner makes an error or omission in calculating the total rental and other charges due, or has not had a reasonable time to assess them, or is unaware of certain charges at the commencement of the Agreement, then upon the return of the Vehicle, the

Owner may make further demands on the Hirer and the Hirer shall pay to the Owner the amounts owing on such demand.

9.4. If any rental and/or other charges (if any) remains unpaid after the date of which they are due and payable, the Owner shall be entitled to all of the following:

- (a) an administrative, service charge of such amounts as the Owner may determine;
- (b) a late payment fee of \$550.00; and
- (c) interest at the rate of two percent (2%) per month on all amounts remaining unpaid after the date on which it is due and payable.

9.5. The Hirer hereby authorises the Owner to charge to any of the Hirer's debit or credit cards or any other payment method in its records any amount arising out of or in connection with this Agreement including but not limited to (a) the amount of any loss or damage for which the Hirer is responsible; (b) any amount due or owing to the Owner by the Hirer, including interest; (c) any additional charge payable pursuant to the terms of this Agreement; and (d) any composition, fines or penalties that the Owner has paid on the Hirer's behalf.

9. COMPUTATION OF CHARGES

10.1 For the purposes of Clause 9, the Hirer shall pay the Owner the total of the following charges:

- (a) **TIME AND DISTANCE CHARGES.** Time and distance charges (where stated in the Agreement) are computed at the rate shown in the Agreement (distances travelled in kilometers shall be determined by reading the factory installed odometer). If the Vehicle is not returned to the Renting Location, the Hirer shall also pay the drop-off charges as the Owner may notify from time to time.
- (b) **REFUELING / RECHARGING CHARGES.** The Vehicle shall be returned by the Hirer at the end of the Rental Period with the same amount of premium grade petrol or diesel or same electric charge level, whichever is applicable, as at the time of collection, failing which the Hirer shall pay the Owner the cost of topping up the petrol or diesel or charging, whichever is applicable, at a rate as determined by the Owner from time to time.
- (c) **LDW AND OTHER CHARGES.** LDW and other charges as specified on the reverse side, if applicable.
- (d) **PERSONAL ACCIDENT INSURANCE CHARGES.** Personal Accident Insurance charges as specified on the reverse side, if applicable.
- (e) **TAXES, GST AND ANY OTHER GOVERNMENTAL / REGULATORY TAXES AND FEES.** Applicable sales, use and excise taxes, and any amount charged by the Owner as reimbursement for taxes and fees paid. All such charges paid to the Owner shall be net of any withholding tax requirement.
- (f) **FINES AND OTHER EXPENSES.** The Hirer shall pay such composition, fines, penalties, forfeitures, court costs and other expenses that may be assessed against or incurred by the Owner but which are due by reason of the Hirer's possession or use of the Vehicle. The Owner is entitled to charge an additional administrative fee of \$510.00 (plus GST) per incident.
- (g) **ADDITIONAL CLEANING CHARGES.** Where removal of odour and or other forms of additional cleaning is, in the opinion of the Owner, required, the Hirer shall pay the equivalent of 3 additional days' rental charges as additional cleaning charges. This includes but is not limited to smell from smoking or durians, and pet's fur.

10. HIRER'S LIABILITY

11.1. If the Hirer is in breach of any terms of this Agreement or if the Vehicle is confiscated or seized by any government or other relevant authority or if the Owner has repossessed the Vehicle, the Hirer shall pay to the Owner all liabilities, costs, damages, losses and expenses whatsoever incurred or sustained by the Owner in connection therewith or incurred in enforcing this agreement including all legal costs on a solicitor and client basis, and including all costs and expenses incurred in the demand, tracing, repossession and change of key of the Vehicle.

11. NO LIABILITY FOR PROPERTY

12.1. The Owner is not responsible for loss or damage to any property left, stored, loaded or transported by the Hirer, the Additional Driver or any other person in or upon the Vehicle, or left with any employee, contractor and/or agent of the Owner at any time or place or at the Owner's premises, prior to, during or after the Rental Period including any property in any Vehicle repossessed in accordance with the provisions of this Agreement and the Hirer hereby agrees to indemnify the Owner, its agents, contractors and employees and hold them harmless from any claims in connection with any such property.

12. PROHIBITED USES OF VEHICLE

13.1. The Vehicle shall not be used:

- (a) to carry any person or property for hire;
- (b) to propel or tow any vehicle, trailer or other object;
- (c) to participate in any race, test or contest or for any purpose other than domestic and social purposes;
- (d) for any illegal purpose;
- (e) to instruct an unlicensed person in the operation of the Vehicle;
- (f) to carry any person other than in the passenger compartment of the Vehicle;
- (g) to carry passengers or goods beyond its rated capacity;
- (h) by the Hirer, the Additional Driver or any other persons under the influence of any alcohol, drug, medication and/or any other intoxicating liquid or substance;

- (i) outside the Republic of Singapore unless otherwise authorized by the Owner in writing and unless payment of the appropriate charges is made to the Owner prior to the Vehicle being driven by the Hirer into West Malaysia;
- (j) in Thailand.

13.2. The Vehicle shall not be driven by any person other than the Hirer and Additional Driver.

13.3. The Hirer further declares that the information given to the Owner, his employees, contractors and/or agents (whether oral or in writing) including that contained herein is neither false nor misleading.

13. INSURANCE

14.1. The Vehicle is insured under a standard motor vehicle insurance policy in accordance with the laws of Singapore covering liability of the Hirer and the Additional Driver, in respect of third party injury or death and passenger risk liability. The Hirer agrees to be bound by the terms and conditions of the said policy, a copy of which is available for inspection at the Renting Location. The Hirer agrees to protect the interest of the Owner and the insurance company in the event of accident by:

- (a) obtaining names and addresses of all parties involved and of witnesses;
- (b) not admitting liability or guilt without the prior consent of the Owner;
- (c) not abandoning the Vehicle without adequate provisions for safeguarding and securing the same;
- (d) giving a detailed report including diagram even in cases of slight damage within 24 hours to the Owner at the Owner's designated premises and to the nearest police station, unless otherwise directed by the Owner;
- (e) notifying the Owner's insurers immediately of such accidents and submitting a duly completed Motor Accident Report Form;
- (f) delivering correspondence, writ or documents of any kind received by the Hirer or Additional Driver relating to any accident involving the Vehicle while rented under this Agreement. The Hirer and Additional Driver shall cooperate fully with the Owner in the investigation and defence of any claim, prosecution or suit; and
- (g) not admit or compound any claim, summons or charge either partially or in full without the consent in writing of the Owner.

14. PREVIOUS INSURANCE POLICIES

15.1. The Hirer declares that no company or underwriter in connection with motor insurance for the Hirer and/or Additional Driver has at any time:

- (a) declined any proposals or applications;
- (b) refused to renew any policy;
- (c) required an increase premium or imposed special conditions; or
- (d) cancelled any policy.

15. REPLACEMENT VEHICLE

16.1. If any vehicle reserved by the Hirer prior to the commencement of this Agreement is not available, the Owner shall replace the same with an alternative vehicle of similar seating capacity and the Hirer shall have no claim of any kind whatsoever against the Owner.

16.2. If for any reason the Owner deems it impracticable to repair any damage caused to the Vehicle (but not such as to amount to a total loss) the Owner shall have the right (but not the obligation) to replace the Vehicle with an alternative vehicle of similar seating and engine capacity.

16.3. The vehicles shown are examples and are non-guaranteed. Specific makes/models/colours within a car class may vary in availability and features such as passenger seating, luggage capacity, equipment and mileage.

16. ROOF RACK/ADDITIONAL ACCESSORIES

17.1. The Hirer hires/affixes a roof rack or other accessories for use on the Vehicle at his own risk, and indemnifies and holds the Owner harmless against all or any liabilities, damages or claims arising directly or indirectly from the use thereof.

17.2. The Hirer shall not affix or attach any accessory or accessories in or to the Vehicle without the written consent of the Owner.

17.3. Notwithstanding the consent given by the Owner pursuant to Clause 17.2 herein, the use of any approved accessory or 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.

17.4. The Hirer shall not remove, alter or in any way tamper with any markings found in or on the Vehicle.

17.5. The Hirer shall not remove or change the paint work on the Vehicle, which shall be restored to its original colour upon the expiration of the Rental Period or termination of this Agreement and the cost of such restoration shall be borne by the Hirer.

17. ELECTRONIC ROAD PRICING

18.1. The Hirer is responsible for the Electronic Road Pricing (ERP) charges during the operative hours.

18. ASSIGNMENT

19.1. The Hirer shall not sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of the Vehicle or any part thereof (unless authorized hereunder) and this Agreement may not be assigned or transferred by the Hirer.

19. WAIVER/MODIFICATION OF TERMS

20.1. No term or condition of this Agreement may be waived or modified except in writing signed by the Owner's authorized representative.

20.2. No forbearance, indulgence or relaxation on the part of the Owner shown or granted to the Hirer in enforcing any of the terms or conditions herein shall in any way diminish, restrict or prejudice the rights or powers of the Owner pursuant to this Agreement or operate as or be deemed to be a waiver of any breach of the terms and conditions herein

on the part of the Hirer, nor shall any waiver in writing of a breach of a term of this Agreement operate as a waiver of a breach of any other term of this Agreement or as a waiver of any subsequent or continuing breach.

20. GOVERNING LAW

21.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Hirer hereby submits to the exclusive jurisdiction of the Singapore Courts.

21. SEVERANCE

22.1. If any provision in this Agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall continue to be valid and enforceable.

23. NOTICE/DEMAND

23.1. Any notice, document or demand required to be given to the Hirer pursuant to this Agreement shall be sufficiently served if sent by post or delivered to the address, or sent by email to the email address, or sent by SMS or any messaging app (e.g. WhatsApp) to any phone number, stated on the reverse side or to the last known address, email address or phone number of the Hirer and shall be deemed to be made or given on the day it was so left, or the day following that on which it was posted notwithstanding that the letter may be returned by or lost through the post, or upon transmission if sent by email or by SMS or any messaging app notwithstanding that it may not have been received by the Hirer, as the case may be.

23.2. The Hirer agrees that personal service and ordinary service under the Rules of Court may be effected on the Hirer in any manner stated in Clause 23.1.

24. INDEMNITY

24.1. The Hirer agrees to indemnify the Owner against all actions, claims, demands, proceedings, costs, expenses, damages, loss and liabilities (including legal fees on a solicitor and client basis) whatsoever arising out of any breach by the Hirer of any of the terms and conditions herein or in respect of or in connection with the use of the Vehicle or otherwise.

25. LIQUIDATED DAMAGES

25.1. If the Hirer shall for any reason whatsoever terminate the Agreement before the expiration of the Rental Period, the Hirer shall pay to the Owner by the way of liquidated damages and not as a penalty the remainder of the rental charges which would otherwise be payable by the Hirer on the balance of the Rental Period. Liquidated damages provided in this clause and Clauses 4 and 6 shall be without prejudice to the Owner's right to any other remedies, including a claim for unliquidated damages.

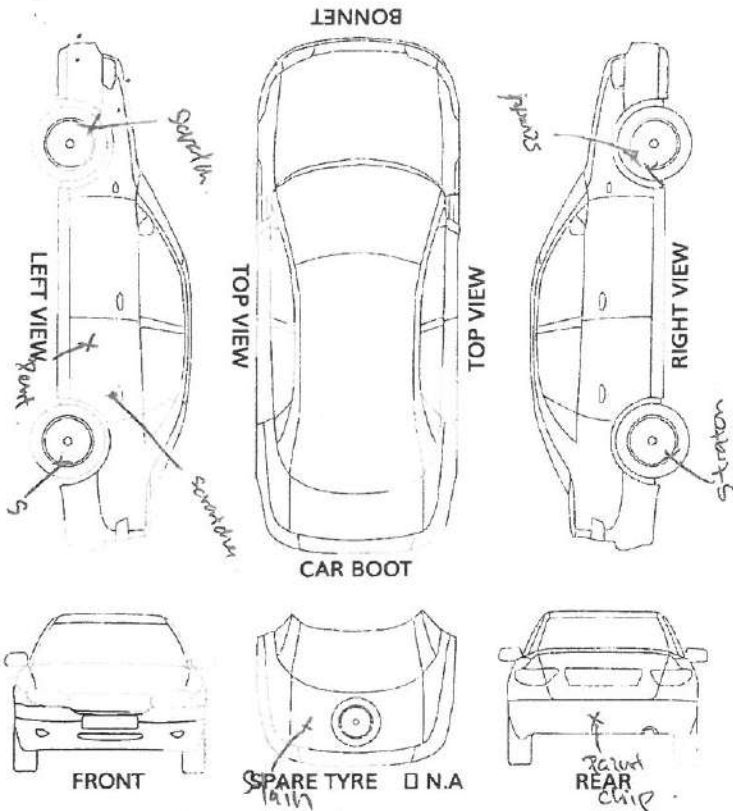
26. PERSONAL DATA

26.1. The Owner collects, uses, discloses and retains the Hirer's and the Additional Driver's personal data (including those captured by the camera(s) and the GPS tracking device(s) within the Vehicle). The Hirer hereby represents and warrants that both the Hirer and the Additional Driver have read the Owner's privacy policy ("Privacy Policy") found on the Owner's website (at <https://www.hertzsingapore.com/privacy-policy/> or such URL as the Owner may notify from time to time). The Hirer agrees and shall ensure that the Authorised Driver has agreed to be bound by this Clause 26 and the Privacy Policy as may be updated by the Owner from time to time.

26.2. In addition to the Privacy Policy, to the extent permitted by law, the Owner may collect and use the Hirer's and the Additional Driver's personal data and any personal data provided by the Hirer and/or the Additional Driver (including any personal data captured by the camera(s) and the GPS tracking device(s) within the Vehicle) ("Personal Data") for any of the following purposes, including but not limited to:

- (a) any purpose stipulated within this Agreement;
- (b) administering this Agreement (including but not limited to processing payments, making and managing claims whether through debt collection agencies or through legal proceedings, locating and repossessing the Vehicle, etc.) and for this purpose may disclose the personal data to any service provider and/or contractor of the Owner, such as but not limited to payment processing service providers, debt collection agencies, law firms, towing companies, etc.;
- (c) providing customer service and communicating with the Hirer and/or the Additional Driver before, during and after the Rental Period by any method;
- (d) evaluation and assessment, making and managing claims and providing all necessary support to stakeholders in the event of any accident and/or offence committed in connection with the Vehicle, the Hirer, the Authorised Driver and/or any passenger, and for this purpose may disclose the personal data to any insurer, the other parties involved in the accident, the Police, Land Transport Authority and any other governmental authority, and any emergency services and medical establishment; and
- (e) for research, analysis, auditing, marketing, promotional purposes by the Owner and by its business partners, and for each of those purposes may disclose the personal data to the Owner's service providers and contractors, and to the Owner's business partners and their service providers and contractors.

26.3. In the event that the Hirer withdraws consent to the collection, use or disclosure of his Personal Data such that it materially affects this Agreement and it renders the Owner unable to, or such that it becomes difficult for the Owner to perform or properly perform or discharge its obligations under this Agreement, at law, or its role as a responsible service provider, the Owner may at its discretion, be entitled to terminate this Agreement with the Hirer.

Hertz**Thrifty**
CAR RENTAL**FASST**

SD CARD: Y/N

INSPECTION SLIPMark Dent with X
Mark Scratch with ~Blue - Old Damage
Red - New Damage

REGISTRATION NO. SNZ8211P	UNIT NO.
MAKE & MODEL Lexus ES250	RA NO.

KM OUT 46,357	KM IN 46651
DATE OUT 23/12/24	DATE IN 3/1/2024
TIME OUT 10:30 Am.	TIME IN

PETROL OUT	PETROL IN
E 1/8 2/8 3/8 4/8 5/8 6/8 7/8 F	E 1/8 2/8 3/8 4/8 5/8 6/8 7/8 F
CHECKED OUT BY Terence	CHECKED IN BY

REMARKS mileage must be below 49,000km PML Accident customer (one key) 7 days

Acknowledge by Hirer

Acknowledge by Hirer

SIME DARBY SERVICES PL
1 UBI ROAD 4

#04-00

DATE/TIME: 03/01/25 13:49:38

MID: 000000090089801

TID: 91113988

SALE

VISA

***** 0366

ENT TYPE: Manual
RRN: 500360233151

STAN: 003377

BATCH: 001452

TRACE: 001471

APPR CODE: 004667

TOTAL AMOUNT: S\$ 1,438.80

SIGN:I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO THE CARD ISSUER AGREEMENT

***** MERCHANT COPY *****

THANK YOU HAVE A NICE DAY

INSURER ENQUIRY

Find insurer

Vehicle reg. no.

gbm3565a

Date of Accident

13/12/2024 📅

Reset

% RESULT & RECEIPT

TP Insurer Enquiry

Insurance India International Insurance ...

Period of Insurance 01/07/2024 - 30/06/2025

Requested By Tok Ke Xuan, Winnie (Perform...

Requested Date 16/12/2024 14:19

Payment details

Request Amount: **S\$2**

GST Amount: **S\$0.18**

Total Amount Due (GST Inclusive): **S\$2.18**

General Insurance Association

Records Management Centre

GST Registration No: **M400017735**

LTA Search

& GBW 3565A

~~GBM 3565A~~

↳ Pls check & advise
if veh no is correct

Original BMW Parts.
Partners in Quality.



Claim Audit

AUDIT TRAIL				
No.	On	Audit	Remarks	By
1	16 Dec 2024 16:48	Clm Dtl Modified	Claimant's Name: -> SIME DARBY SERVICES PRIVATE LIMITED. Claimant's ID: -> 19750 1065W.	[A] HOW MEI KWAN
2	16 Dec 2024 16:48	Clm Veh Model Changed	(203428) BMW 520I 2.0 (A).	[A] HOW MEI KWAN
3	16 Dec 2024 16:48	Clm Created	Reg No: SMS9524S. Acct Date: 2024/12/13. Claim Type: TP. Insurer: India International Insurance Pte Ltd (HQ). TP Insurer: MSIG Insurance (Singapore) Pte. Ltd. (HQ). Workshop: Performance Motors Limited (HQ)	[A] HOW MEI KWAN
4	16 Dec 2024 16:48	Adj Co Assigned	LKK Auto Consultants Pte Ltd (HQ):	[A] HOW MEI KWAN
5	16 Dec 2024 16:48	Adj Next Rpt Changed	Next Rpt:Final Rpt.Due Date:2024/12/26	[A] HOW MEI KWAN
6	16 Dec 2024 16:48	Adj Mandate Set	Approved:0.00.Reinsp:Adj decides.	[A] HOW MEI KWAN
7	16 Dec 2024 16:50	Label Added	(30653):Direct Settlement.	[A] HOW MEI KWAN
8	16 Dec 2024 16:50	Adj Adjuster Assigned	[None] -> MOHD TAUFIKH BIN HAMID	[A] HOW MEI KWAN
9	18 Dec 2024 15:18	Adj Mandate Request	Cur.Reg:0.00:PODS LIABILITY: 100% Insured driver changed lane.	[A] CHEW HSIAO TONG
10	19 Dec 2024 18:26	Adj Next Rpt Changed	Next Rpt:Final Rpt.Due Date:2024/12/26. Mandate Remarks: Liability is clear in TP favour. Pls proceed with DS. Thank you.	[I] Loganathan S/O Agoram
11	19 Dec 2024 18:26	Adj Mandate Set	Approved:0.00:Liability is clear in TP favour. Pls proceed with DS. Thank you.	[I] Loganathan S/O Agoram
12	19 Dec 2024 18:26	Video Downloaded	Downloaded TP VIDEO	[I] Loganathan S/O Agoram
13	03 Jan 2025 14:06	Adj Im. Advice Submitted	Next Rpt:Final Rpt.Due Date:2024/12/26	[A] HOW MEI KWAN
14	04 Mar 2025 11:12	Adj Rpt Initiated		[A] JOANNE LEE KHANG MIN
15	04 Mar 2025 11:12	Clm Dtl Modified	Insured Name: -> -. Insured ID: -> 201511635R. Claim Conclusion: -> 3.	[A] JOANNE LEE KHANG MIN
16	04 Mar 2025 11:12	Clm Dtl Modified	JPJ Reg. Date: -> 2020/03/23.	[A] JOANNE LEE KHANG MIN
17	04 Mar 2025 11:12	Clm Details Notified		[A] JOANNE LEE KHANG MIN
18	04 Mar 2025 17:26	Adj Mandate Request	Cur.Reg:29076.89:Liability: 100% *Quantum: \$29,076.89 (all-in). Pls refer to adjuster report for details. *Market Value: \$135,000.00(est) less LTA Rebate: \$64,731.00(est) = Net Value :\$70,269.00(est) *For your approval please.	[A] CHEW HSIAO TONG
19	04 Mar 2025 17:27	Adj Mandate Request Cancelled		[A] CHEW HSIAO TONG
20	05 Mar 2025 10:05	Adj Mandate Request	Cur.Reg:29076.89:Liability: 100% *Quantum: \$29,076.89 (all-in). Pls refer to adjuster report for details. *Market Value: \$135,000.00(est) less LTA Rebate: \$64,731.00(est) = Net Value :\$70,269.00(est) *For your approval please.	[A] CHEW HSIAO TONG
21	05 Mar 2025 10:43	Adj Next Rpt Changed	Cur Rpt:Final Rpt. Cur Due Date:2024/12/26. Mandate Remarks: Adjuster advice Total (Including Check Items) shows -\$23,971.10	[I] Priya
22	05 Mar 2025 10:43	Adj Mandate Set	Maintained:Adjuster advice Total (Including Check Items) shows -\$23,971.10	[I] Priya
23	11 Mar 2025 07:34	Adj Mandate Request	Cur.Reg:29076.89:Hi, There are supplementary items. We have uploaded a copy of supplementary marked estimate in Merimen for your review. Thanks.	[A] CHEW HSIAO TONG

AUDIT TRAIL				
No.	On	Audit	Remarks	By
24	11 Mar 2025 09:34	Adj Next Rpt Changed	Cur Rpt:Final Rpt. Cur Due Date:2024/12/26. Mandate Remarks: Adjuster advice Total (Including Check Items) shows -\$23,971.10	[I] Priya
25	11 Mar 2025 09:34	Adj Mandate Set	Approved:29076.89:Adjuster advice Total (Including Check Items) shows -\$23,971.10	[I] Priya

Date From

Date To

Audit Type

None

Go

ACTIVITY	
No record	

Merimen Billing for this case - Transaction History								
Bill Ref No	Bill Date	Bill Type	Acc Type	Acc Name	Co Name (Branch)	Ref 1	Ref 2	Amount
3293959	17 Dec 2024 17:16:34	TP Case (Insurer)	Motor	LKK Auto Consultants Pte Ltd	India International Insurance Pte Ltd (HQ)	SMS9524S	GBM3565A	12.00
3294716	18 Dec 2024 15:34:56	Video Upload	Motor	India International Insurance Pte Ltd (HQ)	India International Insurance Pte Ltd (HQ)	SMS9524S	CHEW HSIAO TONG	xx.xx
3305826	03 Jan 2025 14:06:38	OD/TP Case (Adjuster)	Motor	LKK Auto Consultants Pte Ltd	LKK Auto Consultants Pte Ltd (HQ)	SMS9524S	GBM3565A	12.00