

INS. CASE OWNER:

Sherini

CC.4 / 111170 22467 / U423

LKK:

IDAC:

ASSIGNMENT

Surveyor:

MARCUS

DOI:

24/11/17

Date / Time:

24/11/17

Registered in Merimen:

24/11/17

Pre-assign / CCU / FTE



Insured Vehicle No.:

SHA 3892Y

Claim No.:

MCT 17110767

Name of Insured:

CTPL

Policy No.:

Insured Tel No.:

HP:

Make / Model:

HYUNDAI IONIQ HYBRID

Excess Sec II :SS

D.O.A.:

22/11/17

Place of Accident:

SERANGOON NORTH AVE 1

Is driver the owner?

(YES) NO

Nature of Accident:

If NO, Driver Name / Age: HOW TAH LOO

OI GIA REPORT YES / NO ; TP GIA REPORT YES / NO

Driver Tel No.:

(VL: YES / NO)

Insured Liability: %

Final ? Yes / No

SJS 3384D



INSRS:

WSP: Soc Leon

Tel:

Liability:

RMKS:



INSRS:

WSP:

Tel:

Liability:

RMKS:



INSRS:

WSP:

Tel:

Liability:

RMKS:



INSRS:

WSP:

Tel:

Liability:

RMKS:

Date/Time

SJS 3384D - CSB/MSG120137/2017 D.A. 18/01/17
 - CSB/MSG120137/16/12/17 D.A. 18/01/17
 SHA 3892Y - NPL/VC10004463/17 D.A. 05/03/10
 - NPL/VC10004463/16 D.A. 05/03/10
 - NPL/VC10004463/15 D.A. 22/09/11

STAGE

DATE / PIC

Non-Reporting ltr (1st):

Non-Reporting ltr (2nd):

Non-Reporting ltr (Final):

Notification ltr (if non-pickup):

Call OI:

After call ltr to OI:

Documentation Check List: Handler Typist

Notification ltr (if non-pickup)

After call ltr to OI:

Authorisation To Act:

Release Voucher:

Final Repair Bill:

Car Rental Invoice:

Towing Invoice:

LTA / GIA:

Medical Bill:

PIR:

Mandate/Reject Instruction:

LOD:

Payment Breakdown Form:

Post-Repair Photos:

Others:

22/11/17 (THUR THUR)

Passenger open door.

28/12/17

File pass to typist

PRELIMINARY ADVICE

Date/Time:

Sent By:

FINALIZATION

Date/Time:

Confirm with:

Confirm by:

Repair Cost:

S\$

(

days) Reduction:

%

Email

Call

FINAL SETTLEMENT

Date/Time:

Confirm with:

Email

Call

Final Liability:

%

(Agreed / Assessed) BOLA S/N No.:

26

If NO or B 28, Ass. Lia:

Repair Cost:

S\$

4500.00

Loss of Rental (LOR):

S\$

300.00

(

3 days) x 100

Loss of Use (LOU):

S\$

(\$

x

days)

Loss of Income (LOI):

S\$

(\$

x

days)

LOR only ☐ LOU only ☐LOR + LOU ☐LOR + LOI ☐

[Tick only one]

GIA/LTA Search

S\$

Medical:

S\$

Disbursement:

S\$

(e.g. Tow/ independent)

Legal Cost

S\$

Total:

S\$

4800.00

Global Sum S\$:

FINAL PAYMENT

Date/Time:

Confirm with:

Email

Call

Payee 1:

S\$

4800.00

Name 1:

SOC LEON MOTOR WORKS.

Payee 2: (Strike if N.A.)

S\$

Name 2:

Payee 3: (Strike if N.A.)

S\$

Name 3:

COPY SENT 15/1/18

1) Claim status: Normal/Reject/Private Settle

2) Report Format:

3) Survey fee:

ASSIGNMENT

From: K4 Date: 24.11.2017
Estimated Cost: _____
OD: TP / NS / TP RES / OD RES / EVA / INV / MV
To Inspect Vehicle No: SJS 3384D
at Workshop no: Soc Leam motor
of: Blk 1 Kaki Bukit Ave 6
Insured: _____
Policy No: _____
Claims No: _____
Sum Insured: _____ Excess: _____
(Client's Record)
Make of Veh: _____
(Policy Condition)
Remark: The veh had commenced its repair at the time of inspection.
Ball or Market Value: 19
D&C Accident Report: _____ Consistent? Yes or No
D&C Rep. Sec: _____ Consistent? Yes or No
Est. Repair: 5 days Res. Yes or No
Lump Sum: 20 % 3 Val. Yes or No
CA / REV / REP / 24 HRS
Date: _____ Person Contacted: _____ Vehicle IN / OUT



Acc No: SJS3384D or Regn: J OP
Type: MC / MCycle / Bus / Van / Lorry / Taxi / Prime Mover
Truck / Trailer or: CA1
Make: Hyundai Aventura or 1591
Colour: Silver Insured: Std / NI / NA
Se Reading: 146648 "Recd: Insured: Std / NI / NA
Eng No: _____
C No: KMHDDU41BR94800736
Gen. Cond: Good / Fair / Poor / Burnt
Steering: Good / Jammed / Leaked / Burnt or
Brake: Good / Jammed / Leaked / Burnt or
Mod: Nil / S/Rim / STD Air/Rim or
Tyre Size: 185/65 R15
BS / DUN / EXNOVA / GY / FS / LIZA / MC / QHTSU / PIR / SUMI /
TOYO / YOKO or
Front: 6 mm Rear: 6 mm
R.Bal: 6 mm L.Bal: 6 mm
D.O.A: 24/11/17 D.O: 24/1.1/17
Survey held at: _____
Des. of Damages: Frt / Rear / O/S / N/S / U/C / Rooftop or
N/S H, N/S body, O/S u/c
The U/C / Chassis frame / Body Structure effected due to collision

27/11/17 confirmed LTA Sec Dep 9k
N/S & K500 with AM Xing

(Red: \$ 3711.28 / 45%)

How Time File Pass: ☐ Preli. Report ☐ Final Report
Days Of Repair: _____
Resurvey No. of Trip: _____
Survey Fee: _____
Add Fee: ☐ Staff Fee \$ ☐ Rental \$ ☐ Test Fee \$ ☐ Misc Fee \$
Report Format: _____
Lump Sum: 18



LKK Auto Consultants Pte Ltd

51 Ubi Ave 1 #01-25 Paya Ubi Industrial Park, Singapore 408933

TEL: 6256 3561 FAX: 6256 4315

Reg. No: 199607198R GST Reg. No. 19-9607198-R

Affiliated to Federation Internationale Des Experts En Automobile			
INDIA INTERNATIONAL INSURANCE PL		Ref : CC4/III17022467/Uua3	
64 CECIL STREET #05-02 IOB BUILDING SINGAPORE 049711		Date : 24-11-2017	
		Code : III2	
1. Policy Particulars :- THIRD PARTY CLAIM			
Insured Veh.	SHA 3892Y	Veh. Inspected	SJS 3384D
Policy No.		Coverage (\$)	0.00
Claim No.		Excess (\$)	0.00
Assign From		Assign Date	24/11/2017
2. Vehicle Particulars & Condition			
Make & Model		c.c	0
Engine No.	HIDDEN	Year of Reg.	
Chassis No.		Colour	
Odometer	-	Steering	
Brakes		Modification	
General			
3. Conditions of Tyres			
	Size	Make	Balance
R/H Front Tyre			mm
L/H Front Tyre			mm
R/H Rear Tyre			mm
L/H Rear Tyre			mm
4. Description of Damages			
5. General Information			
Accident Date	22/11/2017	Inspection Date	24/11/2017
Survey held at	SOC LEON MOTOR WORKS 1 KAKI BUKIT AVE 6 BLK D #01-91 AUTOBAY @ KAKI BUKIT SINGAPORE 417883		
5a. Remarks			
A)THE INSPECTION WAS CONDUCTED ON A"WITHOUT PREJUDICE" BASIS. B)IN ACCORDANCE TO YOUR INSTRUCTIONS, WE HAVE NOT AUTHORISED REPAIRS.			

REPAIRING OF
MOTOR VEHICLES
PANEL BEATING
WELDING, SPRAYING
INSURANCE AGENT,
CLAIMS
DEALING IN 2ND
HAND VEHICLE

速良摩哆 SOC LEON MOTOR WORKS

AUTOBAY @ KAKI BUKIT
1 Kaki Bukit Ave 6, Blk D, #01-91, Singapore 417883
Tel: 6747 7858, 6747 2343 Fax: 6742 0012
E-mail: slmoi@singnet.com.sg
Reg No. 206639/00K

修理汽車貨車兼
打嗎甲燒好噴漆
代理保險：車禍
賠償及買賣汽車

MDM RAMLAH BTE AWANG

DATE: 22/11/2017

DOA: 23/11/2017

ESTIMATE REPAIR FOR VEHICLE SJS 3384 D (HYUNDAI ADVANTE)

	Description	List Price
1 pc	Front bumper <i>deep cut</i>	\$ 435.00
1 pc	Bumper side retainer (lh) <i>3rd</i>	\$ 30.00
10 pcs	Bumper clips @S\$4.50 <i>ren</i>	\$ 45.00
1 pc	Headlamp (lh) <i>scr</i>	\$ 480.00
1 pc	Front fender (lh) <i>3rd</i>	\$ 400.70
1 pc	VVTi emblem <i>ren</i>	\$ 37.00
1 pc	Front door (lh) <i>20/2nd</i>	\$ 1,091.00
1 pc	Door side mirror <i>1</i>	\$ 310.00
1 pc	Door glass <i>1</i>	\$ 198.00
1 pc	Glass outer moulding <i>1</i>	\$ 52.50
1 pc	Weatherstrip <i>ren</i>	\$ 138.00
1 set (3 pcs)	Black sticker @S\$20.00 <i>ren</i>	\$ 60.00
1 pc	Rear door (lh) <i>20/2nd</i>	\$ 996.30
1 set (3 pcs)	Black sticker @S\$20.00 <i>ren</i>	\$ 60.00
1 pc	Weatherstrip <i>ren</i>	\$ 138.00
1 pc	Taillamp (lh) <i>scr</i>	\$ 282.60
1 pc	Front absorber (rh) <i>1</i>	\$ 194.60
1 pc	Knuckle arm <i>2nd</i>	\$ 363.40
1 pc	Bearing <i>2nd</i>	\$ 115.00
1 pc	Lower arm <i>2nd</i>	\$ 262.00
		\$ 5,689.10
	Less : 20%	\$ (1,137.82)
		\$ 4,551.28

	Special Nett Items	
1 pc	Sport rim (rh) <i>20/2nd</i>	\$ 300.00
1 pc	Tyre (rh) <i>ground</i>	\$ 160.00
	To remove & fix front rh undercarriage	\$ 280.00
	To adjust wheel alignment & chamber	\$ 150.00
	To press bearing	\$ 50.00
	To spray anti-rust	\$ 120.00
	Labour charges for knocking & replacing parts.	\$ 1,100.00
	Spraypainting	\$ 1,500.00
		\$ 8,211.28

TOTAL :

UKK Auto Consultants hence notify the Responder of the following:

- To resurvey before/after spray painting
- To display damaged part(s) during resurvey
- Parts prices are subject to confirmation
- Third party survey is on a "Without Prejudice" basis
- No illegal modification(s) is allowed
- Supplementary item(s) must be resurveyed and is subject to final approval from Insurance Company

Acknowledged by Responder

Signature:

Handwritten notes:
24/11/17
4500/-
4193.6
60% 96
120x
60
90
680
1100
2326
4500

Catherine Chong (LKK Auto)

From: Motor Claim - III <motorclaim@iii.com.sg>
Sent: Thursday, 23 November, 2017 4:57 PM
To: slmoi; 'sur@lkkauto.com'; Catherine Chong (LKK Auto)
Cc: Sherini Pillai
Subject: RE: ACCDT INVLVG SHA3892Y & SJS3384D ON 22.11.17
Attachments: 23112017142612-0001.pdf

Dear Sir / Mdm,

Please conduct a survey on TP vehicle SJS3384D and let us have your report urgently.

This claim will be handled by Ms Sherini.

*Kindly upload this survey request email to merimen.

Thank You.

Best Regards,
Gabriel Wee
Motor Claims Dept.
India International Insurance Pte Ltd
64 Cecil Street | #05 IOB Building | Singapore 049711
Tel: 6347 6100, Ext - 248

Marvin
23.11.2017 @ 536pm
Int'l veh in

-----Original Message-----

From: slmoi [mailto:slmoi@singnet.com.sg]
Sent: 23 November, 2017 3:59 PM
To: Motor Claim - III <motorclaim@iii.com.sg>
Subject: RE: ACCDT INVLVG SHA3892Y & SJS3384D ON 22.11.17

Hi Gabriel,

Thank you for your email.

As per your list, we have selected & agreed to call LKK Auto Consultants to conduct survey for our client's vehicle.

Kindly arrange.

Regards,
Irene Leong
SOC LEON MOTOR WORKS
Tel : 67477858

-----Original Message-----

From: Motor Claim - III [mailto:motorclaim@iii.com.sg]
Sent: Thursday, 23 November 2017 3:50 PM
To: slmoi <slmoi@singnet.com.sg>
Subject: RE: ACCDT INVLVG SHA3892Y & SJS3384D ON 22.11.17

Dear Sir / Mdm,

We acknowledge receipt of your email.

We propose using one of the following motor surveyors:

- * LKK Auto Consultants Pte Ltd
- * Vicom Assessment Centre Pte Ltd

Please notify us within 02 days of receipt of this letter for surveyor agreed on or if you have any objections to the above list.

Best Regards,
Gabriel Wee
Motor Claims Dept.
India International Insurance Pte Ltd
64 Cecil Street | #05 IOB Building | Singapore 049711
Tel: 6347 6100, Ext - 248

-----Original Message-----

From: slmoi [mailto:slmoi@singnet.com.sg]
Sent: 23 November, 2017 3:39 PM
To: Motor Claim - III <motorclaim@iii.com.sg>
Subject: FW: ACCDT INVLVG SHA3892Y & SJS3384D ON 22.11.17

Hi,

We are assisting our client to submit third party claim against NTUC Comfort taxi and understand this vehicle (SHA 3892Y) was insured with India Int'l Insurance.
As such, please find attached documents and arrange for survey soonest possible as our client's vehicle is now lying in our workshop premises.

Thanks & Regards,
Irene Leong
SOC LEON MOTOR WORKS
Tel : 67477858

-----Original Message-----

From: Aini Binte Md Min [mailto:aini@first-insurance.com.sg]
Sent: Thursday, 23 November 2017 3:16 PM
To: 'slmoi@singnet.com.sg' <slmoi@singnet.com.sg>
Subject: ACCDT INVLVG SHA3892Y & SJS3384D ON 22.11.17

Dear Irene Leong

Refer to your survey request of just.

Kindly be advised that SHA3892Y is not insured with us.
You may redirect your PRI to India International Insurance, the insurer for SHA3892Y.

We will therefore ignore this PRI.

• Thanks & Regards

Aini
Motor Claims Department
First Capital Insurance Ltd
Tel: 6507 3848 (Ext 138)
Fax: 65073849

Personal Data Protection Act 2012 ("PDPA"):

Under the PDPA, there are various requirements that regulate the processing of your personal data.
Please refer to www.first-insurance.com.sg for details of PDPA Personal Data Collection Statement.

Confidentiality Notice: This e-mail is confidential. It may also be legally privileged.

If you are not the addressee or to whom it is intended, you may not copy, forward, disclose or use any part of it.
If you have received this message in error, please delete the message and all copies from your system and notify the sender immediately by return e-mail.

-----Original Message-----

From: Nandu Kumar
Sent: Thursday, 23 November, 2017 2:41 PM
To: Aini Binte Md Min <aini@first-insurance.com.sg>
Subject: FW: Fax data from cwsmotorclaims@first-insurance.com.sg

-----Original Message-----

From: CWS Motor Claims
Sent: Thursday, 23 November, 2017 2:26 PM
To: CLFax <CLFax@first-insurance.com.sg>
Subject: Fax data from cwsmotorclaims@first-insurance.com.sg

Kindly note that by submitting this claim to us, you are deemed to have agreed to us collecting, using, disclosing and processing your personal data, sharing your personal data with our service providers (located both inside and outside Singapore) and/or with other insurers in the general insurance industry, including the General Insurance Association of Singapore. This enables us to ensure proper processing, handling and/or dealing with your claim, which includes investigating the said claim, and complying with applicable laws. If you do not agree to the same, kindly let us know immediately.

DISCLAIMER:

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It may contain confidential and/or legally privileged information.

If you are not the person for whom this e-mail was intended, or if this e-mail has reached you by mistake, please delete it immediately and inform us of the error and also be hereby notified that any use, distribution, transmission, printing, copying or dissemination of this information in any way or in any manner is strictly prohibited and may be unlawful.

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Therefore, we do not accept liability for any errors or omissions in the content of this message or any delay in delivery which may arise as a result of Internet transmission or any modification.

Print this email only if it is absolutely necessary and help in preservation of environment.

India International Insurance Pte Ltd.

Registration No. 198703792-K

Print Received Message

This mail is associated with :

***SJS3384D (MCT17110767)**

[SHA3892Y]

TP

RAMLAH BTE AWANG

Nov 22 2017 12:00PM

[COMFORT TRANSPORTATION PTE LTD]

Soc Leon Motor Works

From India International Insurance Pte Ltd (HQ) (III_SG), sent on 08/01/2018 10:36 AM.
To LKK_HQ
Subject Alert - Adj Mandate Approved (S\$4800.00) - SJS3384D - Claim Handler: Sherini Pillai

Approved:4800.00.

REPAIRING OF
MOTOR VEHICLES,
PANEL BEATING,
WELDING, SPRAYING,
INSURANCE AGENT,
CLAIMS
DEALING IN 2ND
HAND VEHICLE

速 良 摩 哆
SOC LEON MOTOR WORKS

AUTOBAY @ KAKI BUKIT
1 Kaki Bukit Ave 6, Blk D, #01-91, Singapore 417883
Tel: 6747 7858, 6747 2343 Fax: 6742 0012
E-mail: slmoi@singnet.com.sg
Reg No. 206639/00K

修理汽車貨車兼
打嗎甲燒奸噴漆
代理保險：車禍
賠償及買賣汽車

6 December 2017

The Motor Claims Department
India International Insurance Pte Ltd
64 Cecil St #04-#05
IOB Building
Singapore 049711

Dear Sir/Madam,

**RE: ACCIDENT ON 22/11/2017 ALONG SERANGOON NORTH AVE 1 INVOLVING YOUR
INSURED'S VEHICLE SHA 3892 Y AND OUR CLIENT'S VEHICLE SJS 3384 D**

We are assisting our client, Mdm Ramlah Bte Awang, the owner of vehicle no. SJS 3384 D in the above matter.

Please note that the above accident was caused by the driver of vehicle no. SHA 3892 Y which was insured with you at the time of accident. As a result of the accident, our client's vehicle has suffered damages and was put to loss and expenses as follows:

1) Repair cost	S\$ 4,500.00
2) Rental fee (as per attached contract)	S\$ 360 .00
TOTAL :	<u>S\$ 4,860.00</u>

We enclosed herewith all relevant documents for your perusal.

Hope to receive your reply soonest possible.

Yours faithfully


SOC LEON MOTOR WORKS

Encl. Final repair bill/Letter of Authority
Motor Accident Report/Insurance Cert.
Rental contract

TO WHOM IT MAY CONCERN

LETTER OF AUTHORITY

Accident on 22/11/17 at Serangoon North Ave 1
involving SJS 3384D & SHA 3892Y

I/We, Ramlah Bte Awang
NRIC No. S2174507/C of Blk 503 Tampines Central 1
#04-309 (S) 520503, owner of Motor Vehicle
Registration No. SJS 3384D insured by NTUC Insurance
under Policy No. 5092938518 do hereby
authorise M/S. SOC LEON MOTOR WORKS, 1 Kaki Bukit Ave 6 Blk D 01-91, Singapore,
417883 as my/our authorised representative to write, negotiate & settle claim on
my/our behalf in my/our claim against the owner/or driver of Motor Vehicle
Registration No. SHA 3892Y in respect of the abovementioned accident.

I/We also hereby authorise that the agreed settlement sum be made in favour of my/our
representative, M/S. SOC LEON MOTOR WORKS and that the said payment be
forwarded to them as full and final discharge of my/our claim.

I/We hereby exonerate the India Int'l Insurance P/L
and/or their Insured and/or driver of
Vehicle No. SHA 3892Y from any liability after payment of
any claim to my/our authorised representative M/S. SOC LEON MOTOR WORKS.

Dated: 29/11/17

Signature X [Signature]

(Co's Stamp if necessary)

EXPRESS SETTLEMENT

DISCHARGE VOUCHER III-Direct Settlement (PODS)

India Ref: MCT17110767
Claimant Ref: SJS 3384D

We/I, Soc Leon Motor Works ("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\$ 4,500.00 (repair cost), S\$ 300.00 (loss of ~~use~~/rental), S\$ — (search fee), vehicle no. SJS 3384D that was damaged pursuant to the accident which occurred on 22/11/2017 (date) at SERANGOON NORTH AVE 1 (location) involving vehicle no. SHA 3892Y (insured vehicle). This is pursuant to the inspection conducted on 24/11/2017 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner RAMLAH BTE AWANG ("the third party claimant") of vehicle no. SJS 3384D 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 SJS 3384D (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\$ 4,800.00 to Soc Leon Motor Works

Dated this 10th day of January 2018

CLAIMANT:

Signature: _____

Name: _____

NRIC: _____

Address: _____

Nationality: _____

Occupation: _____

Signed by "the workshop" (with chop)

SOC LEON MOTOR WORKS

AUTOBAYS@KAKI BUKIT

1 Kaki Bukit Avenue 6 #01-01

Singapore 417869

Tel: 6747 7858, 6747 3343

WITNESS:

Signature: _____

Name: _____

NRIC: _____

Address: _____

Nationality: _____

Occupation: _____



Signed by appointed Surveyor

LKK Auto Consultants Pte Ltd

199607198R

Blk 51, Paya Ubi Industrial Park,
Ubi Avenue 1, #02-25 | S(408933)

REPAIRING OF
MOTOR VEHICLES,
PANEL BEATING,
WELDING, SPRAYING,
INSURANCE AGENT,
CLAIMS
DEALING IN 2ND
HAND VEHICLE.

速 良 摩 哆
SOC LEON MOTOR WORKS

AUTOBAY @ KAKI BUKIT
1 Kaki Bukit Ave 6, Blk D, #01-91, Singapore 417883
Tel: 6747 7858, 6747 2343 Fax: 6742 0012
E-mail: slmoi@singnet.com.sg
Reg No. 206639/00K

修理汽車貨車兼
打嗎甲燒奸噴漆
代理保險：車禍
賠償及買賣汽車

MDM RAMLAH BTE AWANG

DATE: 06/12/2017

DOA: 23/11/2017

INVOICE NO : 7980

REPAIR COST FOR VEHICLE NO. SJS 3384 D (HYUNDAI ADVANTE)

LUMP SUM AT COST OF REPAIRS

\$ 4,500.00

速 良 摩 哆
SOC LEON MOTOR WORKS

.....
Authorized Signature

永利盛控股(私人)有限公司
YONG LEE SENG HOLDINGS PTE. LTD.
 (Co. Reg. No. 200706236N)

HEAD OFFICE : 100-1100 Road, Paya Lebar New & Used Car Center, Singapore 308527
 TEL : 6841 7757 FAX : 6841 7700
 BRANCH : 61 Lee Ave 2 #02-05 AML, Singapore 408595
 TEL : 6844 0123 FAX : 6844 1618

AGREEMENT NO. **YLSH/LA0600**
 DATE **29/11/2017**

CUSTOMER CONTRACT

PARTICULARS OF HIRER

NAME: **Ramlah Bte Awang**
 COMPANY NAME:
 NRIC/PASSPORT/ID: **S2174507/C**
 ADDRESS: **Blk 503 Tampines Central 1 # 04-309**
(S) 520503
 DATE OF BIRTH: **01-06-1959**
 CONTACT: **91563527**
 EMAIL:

VEHICLE DETAILS

VEHICLE NO: **SKR8535D**
 COLOUR: **BEIGE**
 MAKE & MODEL: **HONDA CIVIC 1.8 LA**
 ENGINE NO: **R18A13020926**
 CHASSIS NO: **JHMFD16308S22284**
 DATE OF REG: **1 FEB 2008**
 PASSENGER CAPACITY: **4**
 ENGINE CAPACITY: **1799 cc/**

DEPARTMENT	RENTAL / LEASE PERIOD	HIRED PERIOD	DELIVERY DATE	RETURN DATE	DELIVERY TIME	RETURN TIME
RENTAL	29/11/2017 - 1/12/2017	3 DAYS	29/11/17	1/12/17	@ 11 AM	@ 4.55 PM
QTY	PAYABLE	DESCRIPTION	UNIT PRICE	DATE OF PAID	TOTAL AMOUNT	
	BY NETS / CASH / VISA					
1.00		BOOKING FEE				
1.00		DEPOSIT				
1.00		RENTAL (\$120/ daily)	\$360.00		\$360.00	
	(with 1 month advance upon commencement of Agreement)					

EXCESS

SECTION 1 \$ 2,000.00
 SECTION 2 \$ 1,500.00
 WINDSCREEN \$ 100.00

REMARK: **Replacement to STS 3387 D**

STRICTLY NO TERMINATION !!!

By signing on below, you acknowledge that you have read, understood and agree that the hire of the vehicle by YONG LEE SENG HOLDINGS PTE. LTD. To you is governed by the terms of this hire agreement and the standard terms and conditions of hire overleaf.

SUB TOTAL \$ 360.00
 DISCOUNT
 ACTUAL DEPOSIT
 TOTAL \$ 360.00

N.B. * All cheques payment are to be crossed and make payable to "YONG LEE SENG HOLDINGS PTE. LTD."

* All Clients data will be kept confidentially

Executed by the Parties on the above date.

Signed for and on behalf of

YONG LEE SENG HOLDINGS PTE. LTD.



Authorised Signature

Signed by / for and other behalf

THE HIRER

Hirer's Signature

(Please stamp & signed in the case of Corporate Hirer)

THANK YOU FOR YOUR BUSINESS!

Schedule

This is a leasing Agreement made between (a) **YONG LEE SENG HOLDINGS PTE LTD** (RC No. 200706236N) (hereinafter referred to as "**YLS**" which shall include its successors-in-title and assigns), identified as the Lessor and having our registered address at 61 Ubi Ave 2 #03-05 Automobile Megamart Singapore 408898 **AND YOU**, the person(s) identified as the hirer below (hereinafter referred to as "**YOU**" which shall include your successors-in-title and assigns):-

TERMS AND CONDITIONS

IT IS NOW AGREED AS FOLLOWS: -

1. Leasing

YLS agrees to lease to You and You agree to accept the lease of the Vehicle described in the Schedule above on the terms and conditions set out in this Agreement including the Schedule.

2. Lease Period and Renewal

- (a) The lease shall commence from the Commencement Date, and shall continue for the duration of the Lease Period subject to any early termination in accordance with the terms and conditions of this Agreement.
- (b) During the Lease Period, You shall not exceed the Maximum Mileage stated in the Schedule. You will be charged an additional sum at the rate stated in the Schedule for any additional mileage or part thereof above the Maximum Mileage and YLS reserves the right to terminate the Agreement in the event that You exceed the Maximum Mileage. YLS shall not be obliged to provide any maintenance, servicing, repairs, change of tyres or replacement vehicle in the event that You exceed the Maximum Mileage.
- (c) Provided that there is no breach or non-observance of any of the terms of this Agreement, You may, subject to YLS's approval, have the option to renew the Lease Period on the same terms and conditions (except this clause for renewal, the Excess for Vehicle Damage, the extended Lease Period and the Monthly Lease Charge, all of which shall be mutually agreed upon between YLS and You). To exercise the aforesaid option to renew, You MUST give to YLS at least two (2) months' notice in writing of your intention to renew before the expiration of the current Lease Period failing which the option shall lapse and YLS will be free of all obligations whatsoever to grant to You further Lease Period.

3. Deposit Payment

- (a) You shall pay a Deposit upon signing this Agreement as a security deposit for the due performance of all your obligations under this Agreement. Upon the termination of this Agreement and if You should duly perform and observe the covenants, conditions, stipulations, undertakings and agreements contained herein, the Deposit shall be returned to You free of interest.
- (b) YLS shall be entitled to (but not obliged) at any time during or after the Period of Hire to apply the Deposit or any thereof towards the discharge wholly or in part of your obligations, but You shall not be entitled to set off any part of the Deposit against any rental or its other obligations. It is also provided always that such forfeiture or deduction shall not in any way prejudice, impair or affect any right or claim against You to which YLS may be entitled to. In any such event, You shall, upon demand, forthwith pay to YLS such sum as shall restore the Deposit to its full amount. Any sum received by YLS thereon shall be deemed and treated as forming part of the Deposit.
- (c) The Deposit shall not be deemed to be or treated as payment of the Monthly Lease Charges nor shall You be permitted to deduct or set-off the Deposit or part thereof from any Monthly Lease Charges or any other amounts due or payable by You to YLS.

Lessor	You

4. **Delivery of Vehicle**

You shall:

- (a) Take collection of the Vehicle at the stated address in this Agreement upon notification by YLS that the Vehicle is ready for collection. If You refuse or are unable to do so for any reason within seven (7) days after the date of the said notification, YLS will be entitled to (but will not be bound to do so) terminate this Agreement and You shall be liable to YLS for all losses suffered by YLS as a consequence of your breach, such loss and damages shall be determined as stipulated under Clause 20 below. YLS shall be entitled to forfeit the Deposit without notice to You as compensation for your breach.
- (b) Inspect the Vehicle upon taking collection and notify YLS forthwith of any defect by stating the same in writing. If You fail to notify YLS of any visible defect or damage at the time of collecting the Vehicle or within (3) days of discovering any latent defect or damage not visible at the time of collecting the Vehicle, the Vehicle shall be deemed to have been inspected by You and delivered to You in a good roadworthy and satisfactory condition. You acknowledge that upon taking delivery of the Vehicle, You have inspected the Vehicle and all conditions and warranties relating to the condition of the Vehicle, whether express or implied, as to the fitness or suitability for the particular or any purpose for which You have leased the Vehicle which are expressly excluded.

5. **Lease Payments**

- (a) During the Lease Period, You shall pay to YLS in full without demand or invoice, free of any deductions or set-off whatsoever, the Monthly Lease Charges. Payment of the Monthly Lease Charges shall commence on Commencement Date and the subsequent monthly payments of the Monthly Lease Charges shall be due and payable in advance on the same date as the Commencement Date, every month thereafter and throughout the duration of the Lease Period.
- (b) Punctual payment is an express condition of this Agreement and You shall be deemed to have repudiated this Agreement if any Monthly Lease Charges or part thereof shall remain unpaid for more than seven (7) days after becoming due (whether or not any formal demand has been made).
- (c) All payments must be made to YLS at the address as stated in the Schedule or at such other address as YLS may from time to time communicate to You. Any payment sent to YLS by post will be at your own risk and proof of postage will not be accepted as proof of receipt.
- (d) Your liability to pay the Monthly Lease Charges will be a continuing obligation notwithstanding any other provision in this Agreement or that the Vehicle is unavailable for use, unless such unavailability is due to YLS' wilful default.
- (e) Subject to Clause 2(b), the charges for any additional mileage or part thereof above the Maximum Mileage shall be paid within seven (7) days after demand.

6. **Late Payment Charges**

In addition, and without prejudice to YLS' right of action and remedies under this Agreement, if the Monthly Lease Charges or any other charges, sums or expenses due to YLS are not be paid on due date (whether formally demanded or not), You shall pay to YLS interest at the rate of 1.5% per month on such overdue Monthly Lease Charges and other charges, sums or expenses from the date or dates when the same falls due up to the date of actual payment (both before and after judgment). Any payment received by YLS will be appropriated first towards the interest payment and other charges due and lastly towards the payment of the Monthly Lease Charges.

7. **Custody and use of the Vehicle**

You represent and warrant to YLS that from the Commencement Date and throughout the Lease Period:

Lessor	You

- (a) The legal and beneficial interest over the Vehicle shall remain at all times with YLS. In this regard, You shall not cause, permit or suffer the Vehicle to pass out of your custody, possession or control, not to part with the possession nor to lend, sell, let, charge or in any way deal with or dispose of or attempt to deal with or dispose of the Vehicle; not to represent yourself to be the owner, nor to hold yourself out as being so, not to do or suffer any act or thing to be done whereby You may be reputed to be the owner of the Vehicle, not to take or send or use the Vehicle or permit the same to be taken or sent out of or used outside Singapore without YLS' consent, and not to transfer the registration of the Vehicle;
- (b) To keep the Vehicle properly and safely housed and garaged at the address stated in this Agreement; to obtain YLS' consent in writing prior to any change of the place where the Vehicle is housed or garaged and to pay duly and punctually the rent, rates, taxes and other outgoing by You in respect of the premises where the Vehicle is kept and to produce on demand to YLS the receipts for these payments;
- (c) YLS' consent to your possession of the Vehicle shall continue until the day prior to any of your landlord threatening or taking of any steps to levy a distress for rent. YLS' consent shall be deemed for all purposes to have been withdrawn on such preceding day notwithstanding that YLS may not have recovered possession of the Vehicle prior to the date on which the distress is levied. If any of your landlord threatens or takes any steps to levy a distress for rent upon the Vehicle, this Agreement shall automatically determine and come to an end;
- (d) Ensure that the authorized drivers named in the Schedule above be duly licensed and holding a valid driver's license as required under Singapore law;
- (e) Use the Vehicle solely for such personal, social, domestic, and work-related purposes as approved by YLS;
- (f) Warrant and undertake that the Vehicle is not used, nor permit the Vehicle to be used, for any purposes for which the Vehicle is not designed or leased, including but not limited to using the Vehicle for hire, driving tuition, towing, racing, pace making, competing in any rally or any form of motor sports or for any illegal purpose whatsoever;
- (g) You shall not have or be deemed to have any authority to pledge YLS' credit for the repair or replacement of the Vehicle or any parts thereof or otherwise or to create lien upon the Vehicle for any other purpose whatsoever;
- (h) Not to use the Vehicle or permit or suffer the same to be used contrary to any written law and rule or regulations or laws made thereunder or for any unlawful purpose;
- (i) Warrant and undertake that the Vehicle will be handled in a skillful and proper manner by You and the authorized drivers named in the Schedule. You have informed YLS in writing that You and the authorized drivers named in the Schedule are nominated person(s) stated in the insurance proposal (collectively, "Nominated Person") who shall be competent to use the Vehicle (including being duly licensed and holding a valid driver's license as required under the law), and the Nominated Person shall not use the Vehicle beyond its specified capabilities or otherwise than for its original purpose or function;
- (j) Warrant and undertake that the Nominated Person shall not be less than 22 years of age and not more than 60 years of age, not have less than 2 years of satisfactory driving experience, and hold a valid Singapore driving license for the Vehicle and, where the Vehicle is a PA registered vehicle, hold a valid vocational PA, and shall not be suffering from any physical infirmity or uncorrected defective vision or hearing;
- (k) Observe and comply with all requirements, instructions and directives of the Government authorities as well as all statutory provisions, regulations, rules, and by-laws for the time being in force in connection with the possession and use of the Vehicle and shall not transfer the registration of the Vehicle from the Land Transport Authority;

Lessor	You

- (j) Keep the Vehicle free from distress, execution or any legal process;
- (m) Assume all responsibility, liability and risks for the Vehicle and the custody and the use thereof and for all injuries to or deaths of persons and damage to property however caused by or arising from the Vehicle or negligence use thereof whether any such injury or death be that of your agent or employee or any third party and such damage be to your property or any third party;
- (n) Indemnify YLS against all fines, penalties and liabilities imposed on YLS or arising in respect of any non-compliance or contravention of any transport, traffic, immigration, customs or other law or regulation, together with any cost or expense relating thereto (included legal costs on a full indemnity basis) incurred by YLS;
- (o) Where the Vehicle is a Passenger Vehicle, the Vehicle is allowed for use in Singapore and West Malaysia (subject to prior written approval from YLS) only. Where the Vehicle is a Commercial Vehicle, the Vehicle is allowed for use in Singapore only;
- (p) For travel to West Malaysia (for passenger vehicles only), You are required to inform YLS in writing and obtain YLS' consent at least 48 hours before departure.
- (q) You shall bear the cost of the repair or rectification of any damage to the Vehicle resulting from negligent or improper use of the Vehicle by You or any person permitted by You to use the Vehicle;
- (r) Install, pay for and reimburse YLS all costs incurred in respect of the supply, fixing and use of any accessories, extras or additions which may be fitted to the Vehicle at your request or by You;
- (s) You shall not remove or interfere with any identification marks or plates affixed to the Vehicle or attempt or purport to do so nor permit the same;
- (t) You shall not deface the paintwork or bodywork of the Vehicle nor add or erect any painting, sign-writing, lettering, or advertising to or on the Vehicle; and
- (u) You shall not make any alterations, additions, or improvements to the Vehicle or any changes of the working order or function thereof without YLS' prior written consent. Where such written consent is given, You shall be liable to YLS for all costs and expenses to reinstate the Vehicle to its original state upon the termination of this Agreement. All additions, replacements or improvements made to the Vehicle (with or without our consent) shall be deemed to form part of the Vehicle and be our property and be subject to the terms and conditions of this Agreement.

8. Articles in the Vehicle

If the Vehicle is repossessed or returned, YLS shall not be responsible or liable for any property or article alleged to have been left in the Vehicle by You or any third party. Should any such property or article be found in the Vehicle by YLS, then unless the same is collected within seven (7) days after the date of the Vehicle repossessed or returned (whether or not any formal demand has been made), YLS shall be at liberty to sell the property or article, to any person and at any time and price as YLS and in YLS absolute discretion deem fit and the net proceeds thereof will be credited to your account. If the said property or articles cannot be sold within a reasonable period, YLS may dispose of the same in whatever manner YLS deem fit. You shall have no claim whatsoever against YLS and You shall hold YLS harmless and indemnify YLS in full against any claim by a third party for any property or articles so sold or disposed of as aforesaid.

9. Maintenance and Service/Access to the Vehicle

- (a) YLS may from time to time, arrange to have such periodic inspections, routine maintenance, service and testing performed in respect of the Vehicle. In order to facilitate the same, You shall deliver up the Vehicle or allow the Vehicle to be collected by YLS for such purposes.

Lessor	You

- (b) YLS shall pay for repairs and replacements of parts which may be recommended due to fair wear and tear. You shall pay for any maintenance, servicing, repairs, or replacement of parts caused by your negligence, failure to use the Vehicle for its proper purposes or breach of your obligations herein.
- (c) You shall permit YLS and any person(s) authorized by YLS to enter the car park or the premises at or in which the Vehicle is from time to time parked or kept to inspect, test, adjust, repair or replace the Vehicle.
- (d) You agree that during the Lease Period, YLS is only obliged to replace one set of battery and one set of tyres for the Vehicle for each year (i.e. 12 months) starting from Commencement Date. YLS will procure and install the tyres at its designated workshop. Any additional batteries, tyres, or batteries or tyres purchased from or installed by external sources shall be at your own cost.
- (e) You agree that during the Lease Period and subject to the Maximum Mileage, YLS is only obliged to provide routine maintenance and servicing for the Vehicle once each year (i.e. 12 months) starting from Commencement Date or after every 100,000 km mileage, whichever earlier. All such routine maintenance and servicing shall be at YLS's cost unless necessitated by your negligence, failure to use the Vehicle for its proper purposes or breach of your obligations herein. Such maintenance and servicing does not cover repairs or replacement of parts, save for fair wear and tear.

10. Loss and Damage

You shall indemnify YLS and keep YLS indemnified against damage, loss or destruction of the Vehicle howsoever the same may arise notwithstanding that such damage, loss or destruction occurred without any fault on your part, fair wear and tear excepted.

11. Defects of the Vehicle

YLS shall not in any way be liable in contract or tort or otherwise, or any loss, injury or damage sustained by You or any other person by reason of manufacturing or other defect in the Vehicle whether such defect be latent or apparent on examination and YLS shall not be liable for any claim made against You by a third party for such loss, injury or damage.

12. Consequential Losses

YLS shall not be liable nor responsible for any consequential loss or damage due to or arising from any accident, breakdown or stoppage of the Vehicle arising from any cause whatsoever.

13. Indemnity

You shall indemnify YLS against and hold YLS harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including legal costs on an indemnity basis) arising out of, connected with or resulting from this Agreement and the Vehicle including but not limited to the possession, presence, use, operation, repossession or return of the Vehicle and enforcement of the terms of this Agreement.

14. Accidents/Breakdown

- (a) If the Vehicle is involved in an accident resulting in injury to persons or damage to property or the Vehicle. You shall immediately notify YLS and the police and other relevant authorities in writing. You shall not admit liability, or make any compromise, offer, and promise of payment, payment of fine or indemnity without written instructions from YLS, YLS' solicitors or YLS' insurance company. You shall arrange for the Vehicle to be delivered to YLS' authorised workshop or such other designated place as YLS may inform You from time to time at your own cost and expense and, without prejudice to any other provisions in this Agreement, You shall only be entitled to the use of the Vehicle upon YLS acknowledging that the Vehicle is ready for your collection.
- (q) If the Vehicle breaks down due to wear and tear during the Lease Period, recovery and replacement

Lessor	You

services will be provided to You up to 3 times within each year (i.e. 12 months) of the Lease Period, the first year commencing from the Commencement Date. A replacement vehicle ("Replacement Vehicle"), subject to availability and not necessarily of the same make, model and age, will be provided to You if the Vehicle is not available to You for more than 24 hours. The Replacement Vehicle shall be solely for your use (subject to the terms and conditions herein as if the Replacement Vehicle is the Vehicle). YLS may at its discretion from time to time withdraw any Replacement Vehicle and substitute with another vehicle. You shall return the Replacement Vehicle immediately upon notification by YLS to You that the Vehicle is ready for your collection.

- (r) If the reporting of the accident submitted by You to the police or any other relevant authorities is not in form and/or content to YLS' satisfaction for any reason whatsoever, You shall make such further report to the police or the relevant authorities as may be directed by YLS containing such matters as YLS may require or directed by YLS. In addition, You shall provide such drawings, information or assistance as YLS or YLS' insurers may require at any time and from time to time. If You fail, refuse or neglect to make such further report, or provide such drawings, information or assistance for any reason whatsoever, You shall bear all the costs and expenses incurred by YLS to repair the Vehicle to YLS' satisfaction.
- (s) YLS shall not be liable for any costs and/or expenses incurred for the traveling party to obtain alternative passage back to Singapore, or any traveling within Malaysia in the event the Vehicle breaks down or is involved with an accident and no replacement vehicle will be provided under any circumstances. You shall be liable for additional excess liability and shall be responsible for return of the Vehicle back to Singapore at his own cost irrespective of any other conditions specified in this Agreement.
- (t) You shall be wholly responsible and liable for the use of the Vehicle in Malaysia and any loss, damage, cost or expense, injury or death arising from subsequent breakdown or accident of the Vehicle in Malaysia.
- (u) If You fail to obtain prior written approval from YLS for the trip into Malaysia, there shall be no insurance coverage for the Vehicle and You shall be fully liable for all cost, damage, loss, injury or death arising or incurred during the trip.

15. Insurance

- (a) During the Lease Period, YLS is only obliged to insure the Vehicle against the risks described in sub-paragraph (c) below and up to the Maximum Mileage. You shall be fully responsible for any loss or damage not covered by the insurance. You shall apply for the insurance with an insurance company approved by YLS. The insurance will only cover the Vehicle while in your possession or the Nominated Person's possession arising in the course of use of the Vehicle. For the avoidance of doubt, the insurance cover is solely for YLS' benefit and any insurance proceeds or benefits received shall not reduce or release You from your liabilities to YLS. You shall be liable to YLS for the Excess Amount as stated in the Schedule on a per accident per claim basis in respect of the risks described in sub-paragraph (c) below during the Lease Period and subject to the Maximum Mileage. In addition, You shall further be liable to YLS for any increase in insurance premiums arising from any claims made to the insurers during the Lease Period.
 - (i) In the event the Vehicle is lost or damaged (whether arising from any accident, theft, vandalism, or forfeiture or confiscation by government authority or otherwise) and is considered by YLS or YLS' insurers as a total loss (loss or damage beyond repair), You shall pay YLS the full cost of the Vehicle or the cost of obtaining an equivalent replacement vehicle as well as compensate YLS for the loss of use (rentals) of the Vehicle for the period required to obtain the replacement vehicle plus all administrative and miscellaneous charges including legal costs on an indemnity basis.
 - (ii) In an event when the Vehicle is damaged (whether arising from an accident or otherwise) and is considered by YLS or YLS' insurers as not a total loss (damage repairable), You shall pay YLS the cost of all repairs on the Vehicle and as well as compensation to YLS for the loss of use (rentals) of the Vehicle for the period required to repair the Vehicle.

Lessor	You

plus all reasonable administrative and miscellaneous charges including legal costs on an indemnity basis. No replacement car will be provided in this instance.

- (b) The premium payable for effecting such insurance shall be borne by YLS.
- (c) Subject always to your liability to YLS for the Excess Amount as stated in the Schedule on a per accident per claim basis during the Lease Period, it is hereby acknowledged and agreed that the insurance effected by YLS will only cover:-
 - (i) Third Party injury and death claims (unlimited); and
 - (ii) Third Party Property Damage up to a sum of S\$500,000.00
- (d) This insurance policy does not cover and will be automatically cancelled for any one driving under the influence of alcohol, intoxicants, medication or drugs which will affect his or her ability to drive or operate the Vehicle and any other exceptions and restrictions as provided in the insurance policy. You will be fully responsible and liable for all loss, damage, cost, injury or death relating to the Vehicle and any Third Party claims.

16. Excess Mileage

- (a) Any mileage covered by a replacement vehicle at any time used in place of the Vehicle shall be added to the total mileage covered by the replaced Vehicle for the purpose of the calculation of excess mileage additional rental.
- (b) On the anniversary of the Commencement Date, You shall provide to YLS the written details of the then correct odometer reading for the Vehicle. YLS reserves the right to inspect the Vehicle from time to time to verify such readings.
- (c) In the event that the odometer on the Vehicle ceases to function properly or if YLS or the manufacturer's seal on the odometer of the Vehicle is or has been interfered with, YLS shall be entitled to estimate the mileage covered by the Vehicle for the period during which the odometer shall have failed to function or in the event of any interference as aforesaid.

17. Termination by You

- (a) Subject to the provisions below, You may at any time before the expiry of the Lease Period and after the Fixed Term as stated in the Schedule has expired, terminate this Agreement by giving YLS not less than one month's notice in writing.
- (b) The notice given under Clause 17(a) shall be accompanied by payment of such sums as shall be equivalent to:-
 - (i) All arrears of the Monthly Lease Charges, late payment charges and other sums accrued due and unpaid at the date of termination;
 - (ii) Damages for early termination calculated as the aggregate sum of Monthly Lease Charges for the remainder of the Lease Period. You hereby agree that these damages are genuine estimates of the losses and damages suffered by YLS by reason of your early termination of this Agreement; and
 - (iii) the costs of all repairs and reinstatement required to be done to the Vehicle to put it in a condition in which the Vehicle was first obtained by You under this Agreement, save for fair wear and tear.
- (c) Notwithstanding the aforesaid provision, in the event You cease operations in Singapore, all Nominated Persons leave your employment, or You purchase a direct replacement vehicle during the diplomatic term period as stated in the Schedule above, then provided that:-
 - (i) Fixed Term as stated in the Schedule has expired; and

Lessor	You

(ii) Proof (satisfactory to YLS at YLS' absolute discretion) from the relevant authorities of such cessation of operations in Singapore, termination of employment of the Nominated Person or proof of purchase of the replacement vehicle to be furnished to YLS.

You may give to YLS not less than 1 month's notice in writing or pay to YLS 1 month's Monthly Lease Charges in lieu thereof. Upon the expiry of such notice or upon receipt of such payment as previously mentioned in 17(b) above, this Agreement shall terminate and such termination shall be without prejudice to any right of action of YLS in respect of any antecedent breach of this Agreement.

18. Termination by YLS and Cross-Default

In the event You breach (a) any of the provisions of this Agreement, or (b) any term or any of your obligations to YLS under any other agreement, YLS may terminate this Agreement by giving You seven (7) days written notice and on such termination, this Agreement and the lease constituted herein shall determine and You shall no longer be in possession of the Vehicle without YLS' consent.

19. Automatic Termination

This Agreement shall automatically and without notice determine and thereupon You shall cease to be in possession of the Vehicle without our consent upon the occurrence of any of the following events:-

- (a) A bankruptcy application is filed or bankruptcy order made against You;
- (b) Being a company, You pass a resolution for winding up (otherwise than by reason of amalgamation or reconstruction), or have a winding up application filed or winding up order made against You;
- (c) You make any arrangement with your creditors or any assignment for the benefit of such creditors;
- (d) A receiver and/or manager or judicial manager is appointed over You or any of your assets or property;
- (e) Any distress or execution is levied or threatened against any of your property;
- (f) Any court, arbitration, criminal or other proceedings is commenced against You which is not discontinued after fourteen (14) days;
- (g) Any judgment or award is made against You which shall remain unsatisfied for more than fourteen (14) days;
- (h) You abandon the Vehicle;
- (i) The Vehicle is used in the commission of any offence, or if the Vehicle is forfeited; or
- (j) Upon the expiry of the Lease Period.

20. Your Liability on Termination by Us/Automatic Termination

Upon the termination of this Agreement, YLS shall be entitled to forfeit the Deposit without notice to You as compensation for your breach and You shall be liable to pay YLS (in addition to all other sums which shall be owing to YLS):-

- (a) All arrears of the Monthly Lease Charges accrued due and unpaid up to the date of termination plus late payment charges (both before or after judgment);
- (b) Damages for breach of this Agreement calculated as aggregate sum of Monthly Lease Charges for the remainder of the Lease Period. You hereby agree that these damages are genuine pre-estimates of the losses and damages suffered by YLS by reason of the early termination of this Agreement; and

Lessor	You

- (c) The costs of all repairs and reinstatement required to be done to the Vehicle to put it in a condition in which the Vehicle was first obtained by You under this Agreement, save for fair wear and tear.
- (d) All legal fees on an indemnity basis associated with the claim for any sums owing.

21. YLS Right to Repossess

For the purpose of taking possession of the Vehicle in accordance with this Agreement, You agree that YLS, its servants and agents shall be entitled to enter upon the premises or place occupied by You or in your possession in which the Vehicle may be found at the time of taking possession. Repossession fees of S\$300.00, and other costs and expenses (including legal costs and disbursements) incurred by YLS in regaining possession of the Vehicle shall be borne by You on a full indemnity basis.

22. Delivery Up of the Vehicle

Upon the termination of this Agreement, You shall at your own costs and expense and during business hours by prior appointment, deliver the Vehicle to YLS at the address stated above or at such other address within Singapore as YLS may specify or if required by YLS and hold the Vehicle available for YLS collection at your costs and expense. The Vehicle shall, in any event, be returned to YLS together with the user manual(s), instruction booklets and other similar documents, all accessories and fittings (including the stereo system), tools and any other items supplied with the Vehicle.

23. Prohibition Against Disposition

You shall not sell, assign, sub-let, pledge, mortgage, charge, encumber or part with possession or otherwise deal with the Vehicle or any interest therein nor create nor allow to be created any lien on the Vehicle whether for repairs or otherwise, and in the event of any breach of this Clause, YLS shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary to procure the release of the Vehicle from any charge encumbrance or lien and shall be entitled to recover such said sum from You forthwith.

24. Conditions, Warranties and Undertakings

No condition warranty or stipulation of any kind is given by YLS in respect of the Vehicle and all conditions warranties and stipulations expressed or implied statutory or otherwise of the Vehicle or as to the quality description or otherwise of the Vehicle or as to its fitness for any purpose are hereby expressly excluded.

25. Time shall be of Essence

Time shall be of the essence of this Agreement, both as regard the dates and periods mentioned and which may be substituted for them in accordance with this Agreement or by agreement in writing between the Parties.

26. Goods and Services Tax

You shall also pay to YLS in addition to any amount payable by You to YLS under this Agreement, any goods and services tax ("GST"), payable in respect of that amount (and references in this Agreement to that amount shall be deemed to include any such taxes payable in addition to it as and when applicable).

27. No Set-Off

You agree that YLS may at any time withhold and retain any monies due or owing to You by YLS and apply these monies in reduction of monies, dues or owing by You to YLS. All payments to be made by You to YLS shall be made in full without set-off against any Monthly Lease Charges, counterclaim, or any other deduction or withholding whatsoever unless such deduction or withholding is required by law in which event You shall make such further payment or payments to YLS to ensure that the amount actually received by YLS shall be equal to the amount YLS would have received had no such deduction or withholding been required.

28. Representations and Warranties

Lessor	You

Each of the Parties hereto makes the following representations and warranties to the other Party:

- (a) Powers and authority: It has the power to enter into and perform and has taken all necessary action to authorize the entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement.
- (b) Legal validity: This Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms.
- (c) Authorizations: All consents, approvals, authorizations required or desirable in connection with the entry into, performance, validity and enforceability of this Agreement and the transactions contemplated by this Agreement have been obtained or effected and are in full force and effect.
- (d) You further represent and warrant to YLS that all statements made and particulars given by or on your behalf to YLS at present and in the future are and will remain true, complete and accurate.

29. Entire Agreement

This Agreement and the documents referred to herein embodies all the terms and conditions agreed upon as to the subject matter referred to herein and parties agree that no variations hereof shall be effective unless made in writing. This Agreement constitutes the final agreement between parties and supersedes and cancels in all respects of all previous agreements, indulgences and undertakings amongst the Parties, whether such is written or oral. The parties agree that in entering into this Agreement, they have not relied on any previous representations, agreements, indulgences and undertakings.

30. Variation

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of the Parties. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

31. Illegality and Severability

In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

32. Indulgence and Waiver

- (a) No failure on the part of each Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement and no course of dealing between Parties shall be construed or operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any other or further exercise thereof or the exercise of any other rights or remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- (b) Any provision or breach of any provision of this Agreement may be waived only if the relevant Party so agrees in writing. Any waiver or consent given by the relevant Party under any provision of this Agreement must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.
- (c) Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by a party in its absolute discretion as regard the other party without in any way prejudicing or affecting its other rights against the other Party under the same or a like liability.

Lessor	You

33. **Legal and Expenses**

You shall be liable to YLS and shall indemnify YLS for all costs and expenses (including legal costs on a full indemnity basis) incurred or suffered by YLS in the exercise of any of YLS' rights and remedies in enforcing any of the provisions of this Agreement including ascertaining the whereabouts of the Vehicle, or regaining possession of the Vehicle and preserving and storing the Vehicle thereafter and of any legal proceedings taken by YLS to enforce or attempting to enforce the provisions of this Agreement.

34. **Notice**

(a) All notice or other communication to be given under this Agreement shall be in writing. Any notice required or permitted to be given to You under this Agreement shall be validly given if sent by prepaid post to You at the address in the Schedule or to any business or your last known address and shall, if sent by post, be conclusively deemed to have been received by You the next day after the date of posting. You shall inform YLS of any change of address.

(b) You agree that the service of any writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy process, notice or document in respect of any claim, action or proceeding (including legal, enforcement and bankruptcy proceedings) may be effected by sending it by hand or by registered post to your address heremabove stated, and such service of process shall be deemed to be good and effectual service on You notwithstanding that it is returned by the post office undelivered. Nothing shall affect YLS' right to serve process in any other manner permitted under any applicable law.

35. **Authorization and Consent**

By your execution of this Agreement, You hereby irrevocably authorize YLS to disclose any information relating to You and/or your authorized drivers if any including (without limitation) personal particulars and account details, lease charges and other sums due from You to YLS to any party as YLS deems appropriate for the purpose of or in connection with the subject-matter of this Agreement or to any court or tribunal, regulatory, supervisory or government or quasi-government authority or any part to whom YLS are under a duty as required by law to make such disclosure.

36. **Assignment by YLS**

(a) This Agreement shall be binding on and shall ensure for the benefit of each of the Parties and their respective successors-in-title and permitted assigns. You may not assign your rights without YLS' prior written consent.

(b) YLS shall be entitled to assign or otherwise deal with all or any of the rights under this Agreement including the right conferred on YLS to enter upon any premises whereupon the vehicle is situated to inspect the Agreement and to repossess the same and any assignment of this Agreement by YLS shall be deemed to include an assignment of all rights to enter and/or repossess and YLS shall be entitled to sell, transfer, mortgage, charge or encumber or otherwise dispose of the Vehicle subject to this Agreement.

37. **Certificate of Indebtedness**

Any demand, notification or certificate given by any of YLS' authorized officer specifying amounts due and payable under or in connection with any of the provisions of this Agreement shall, in the absence of fraud or manifest error, be final, conclusive and binding on You.

38. **Contracts (Right of Third Parties) Act (Cap. 53B)**

A person who is not a party to this Agreement shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act (Cap. 53B).

39. **Government Law and Jurisdiction**

Lessor	You

This Agreement shall be governed by and construed in accordance with the laws of Singapore. You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. If any portion of this Agreement is found to be unenforceable by a court of Singapore, the remainder of the agreement would still have full force and effect.

40. **Interpretation**

In this Agreement unless the context otherwise requires:

- (a) "the Vehicle" shall include all additions and accessories thereto and all replacements and renewals thereof whether made before or after the date of this Agreement.
- (b) The captions to the clauses of this Agreement are for references only and not an aid in the interpretation of the provisions of this Agreement.
- (c) Words importing the singular number shall include the plural number and vice versa.
- (d) Words importing only one gender shall include the other gender.
- (e) "Person" and "party" shall include any company, association, or body of persons corporate or unincorporated.
- (f) "Parties" means the parties to this Agreement and "Party" means any of them;
- (g) The expression "the lease" shall mean the lease created or effected under this Agreement.
- (h) If there is more than one hirer of the Vehicle named in this Agreement, all of such persons shall be jointly and severally liable for all your obligations and undertakings in this Agreement.
- (i) "Satisfactory driving experience" means actual driving experience with a vehicle on a road after the obtainment of a valid Singapore driving license.

IN WITNESS WHEREOF, THE OWNER AND THE HIRER HAVE EXECUTED THIS HIRE AGREEMENT AS OF THE DATE SET FORTH ABOVE.

YONG LEE SENG HOLDINGS PTE. LTED.

HIRER



Authorized Signatory

SIGNED By : Yong Lee Seng Holdings P/L

Designation :

Authorized Signatory & Company Stamp

SIGNED By : Ramlah Bte Awang

Designation :

Lessor	You

...CLAIM SUBFOLDER...(Pending for Survey Report)

Direct Settlement

CLAIM SUBFOLDER TRACKING

Case	Notified	Est Submitted	Adj Assigned	Adj Rpt	Adj Submitted	Ins Auth'd	Status
Main	27 Nov 2017 Edit Reg		24 Nov 2017 00:00 Edit Adj Rpt	S\$4,500.00 Edit Estimates	S\$4,500.00 View Rpt		Pending for Survey Report Cancel Case

Main	Reference	Claim Details	Documents	Show All					
CLAIM SUBFOLDER DETAILS [Created by adjuster]									
Insured:		COMFORT TRANSPORTATION PTE LTD, Co. Reg. No.: 199303821R							
Main Claimant:		RAMLAH BTE AWANG, ID: S2174507C							
Vehicle Reg. No.:		SJS3384D	Date of Loss:	22/11/2017 12:00 - :59					
Claim Type:		TP / MCT17110767	Policy/Cover Note No.:	MC00016					
Vehicle Reg. No. (Insured):		SHA3892Y	Policy No. (Claimant):	5092938518					
		Excess:							
Repairer:		Soc Leon Motor Works (Kaki Bukit) 1 Kaki Bukit Ave 6, #01-91, AutoBay@Kaki Bukit, 417883 Kaki Bukit - Tel: 6747 7858							
Handling Insurer:		India International Insurance Pte Ltd (HQ) - Tel: 63476100 ... [Handled by Sherini Pillai]							
Claimant's Insurer:		NTUC Income Insurance Co-operative Ltd (HQ) - Tel:							
Adjuster:		LKK Auto Consultants Pte Ltd (HQ) - Tel: 6256-3561 ... [Handled by MARCUS CHUA] ... [Final Rpt due 05/12/2017]							
ASSOCIATED MAIL RECEIVED View All Compose Case Mail									
<ul style="list-style-type: none"> III_SG (08/01/2018): Alert - Adj Mandate Approved (S\$4800.00) - SJS3384D - Claim Handler: Sherini Pil... III_SG (28/11/2017): Alert - Adj Mandate Approved (S\$0.00) - SJS3384D - Claim Handler: Sherini Pillai 									
ALL ASSOCIATED TASKS View All Search Tasks Create New Task Complete									
Due Date	Priority	Type	Task Group	Subject	Handler	Assigned By	Completed On	Created On	Done?
No results.									

Claim Documents

*SJS3384D (MCT17110767)

[SHA3892Y]




































TP

RAMLAH BTE AWANG

Nov 22 2017 12:00PM

[COMFORT TRANSPORTATION PTE LTD]

Soc Leon Motor Works

Upload Documents			Upload Photos			Compose New Letter			View View in Browser		
Photos/Images								3 per page		<input checked="" type="checkbox"/>	
No	Relabel/Reorder	LKK Auto Consultants Pte Ltd (HQ)						Thumbnail	Print		
1	27/11/17 13:57	Odometer Reading						 Load JPG	<input checked="" type="checkbox"/>		
2	27/11/17 13:57	General View						 Load JPG	<input checked="" type="checkbox"/>		
3	27/11/17 13:57	Chassis Number						 Load JPG	<input checked="" type="checkbox"/>		
4	27/11/17 13:57	General View						 Load JPG	<input checked="" type="checkbox"/>		
5	27/11/17 13:57	General View						 Load JPG	<input checked="" type="checkbox"/>		
6	27/11/17 13:57	General View						 Load JPG	<input checked="" type="checkbox"/>		
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61	27/11/17 13:58	General View	1	Load JPG	<input checked="" type="checkbox"/>
62	27/11/17 13:58	General View	1	Load JPG	<input checked="" type="checkbox"/>
Documentation					
				1 per page	<input checked="" type="checkbox"/>
No	Relabel/Reorder	LKK Auto Consultants Pte Ltd (HQ)		Thumbnail	Print
1	24/11/17 19:12	ACKNOWLEDGEMENT EMAIL TO III DD 23.11.2017	1	Load PDF	
2	24/11/17 19:12	NOTIFICATION FROM WORKSHOP + TP ESTIMATE + TP GIA REPORT	1	Load PDF	
3	28/11/17 10:17	TP ESTIMATE- MARKED	1	Load PDF	
4	05/01/18 16:50	WORKSHOP INVOICE	1	Load PDF	
5	05/01/18 16:50	LOD	1	Load PDF	
6	15/01/18 17:12	RENTAL RECEIPT	1	Load PDF	
7	17/01/18 14:42	DISCHARGE VOUCHER	1	Load PDF	
8	17/01/18 14:42	AUTHORISATION TO ACT FORM	1	Load PDF	
No	Finalized On	India International Insurance Pte Ltd (HQ)		Thumbnail	Print
1	27/11/17 08:40	Singapore Accident Statement	1	Load PDF	

Documents Checklist

DOCUMENTS CHECKLIST	Reset	Save	Print
There are no document checklists configured.			

Our Checklist Remarks - LKK Auto Consultants Pte Ltd (HQ)

Show Remarks To: ☐ Handling Insurer
 Note: Remarks are private unless you show it to other parties.

LKK Auto Consultants Pte Ltd (Co.Reg.No:199607198R)

51 Ubi Ave 1 #01-25, Paya Ubi Industrial Park

Singapore 408933

Tel: 6256-3561 Fax: 6844-8805 Email: sur@lkkauto.com;assignments@lkkauto.com

VEHICLE DAMAGE INSPECTION REPORT

Our File No: CC4/III17022467/UUA3Q2

Date: 17/01/2018

REFERENCE

Handling Insurer: India International Insurance Pte Ltd

Policy No: MCOM0016

Claimant Vehicle No : SJS3384D

Insured Vehicle No : SHA3892Y

Date of Loss: 22/11/2017

Nature of Claim: TP

Claim No: MCT17110767

DESCRIPTION & IDENTIFICATION OF VEHICLE

Reg No: SJS3384D

Make & Model: HYUNDAI AVANTE, 1.6 HD (A)

Engine No: G4FC9U680161

Reg. Date: 12/08/2009 (Man. Year: 2009)

Chassis No: KMHDU41BR9U800736

Colour: Silver

Odometer: 146648 km

Engine Capacity: 1591 cc

Market Value/New Car Price: N/A

Sum Insured (S\$): Market Value/New Car Price

CONDITION OF VEHICLE AT THE TIME OF SURVEY

General Condition: Steering (Serviceable):

Yes Footbrake (Serviceable): Yes

Handbrake (Serviceable): Yes Engine Modification:

No Pre-accident Condition:

CONDITION OF TYRES

Front Tyre Size: 185/65 R15

Rear Tyre Size: 185/65 R15

Front Left Side: Michelin 6 mm

Rear Left Side: Michelin 6 mm

Front Right Side: Michelin 6 mm

Rear Right Side: Michelin 6 mm

The above values represent the remaining tyre treads depth

COST OF CLAIMS

	Repairer's	Adjuster's	Difference	Diff %
Parts	5,011.28	3,750.88	1,260.40	25.15
Miscellaneous Items	0.00	0.00	0.00	
Labour	3,200.00	1,930.00	1,270.00	39.69
Paintwork Labour	0.00	0.00	0.00	
Towing	0.00	0.00	0.00	
Calculated Gross Total (S\$)	8,211.28	5,680.88	2,530.40	30.82
Approved Total (Overridden) (S\$)		4,500.00		
Nett Amount (S\$)	8,211.28	4,500.00	3,711.28	45.20
+ Car Rental (3.0 x S\$100.00/day) (S\$)		300.00		
Nett Liability (S\$)		4,800.00		

INSPECTION

Date of Assignment: 24/11/2017

Date Inspected: 24/11/2017 Inspected At:

Soc Leon Motor Works (Kaki Bukit)
1 Kaki Bukit Ave 6, #01-91, AutoBay@Kaki
Bukit
Singapore 417883

Estimated Period of Repair: 5.0 days

Adjuster: MARCUS CHUA**Manager:** THIN THIN HLAING

NOTE: This report represents our findings at the time and place of inspection stated herein. Such inspection has been carried out to the best of our knowledge and ability but any other liability under any other circumstances is hereby expressly excluded.

REPAIR DETAILS

Reference

Part Source: MRM-SG	Version: 1.0 (Last Synchronised: 05 Jan 2018)
Parts: 143	HYUNDAI AVANTE 1.6 HD (A) (Catalogue:Merimen Singapore 1.0)
Labour: Repairer's	(Price-denominated Standard List)
Print Code:	(Unsubmitted, no print-code for SJS3384D)
Validity:	These estimates are valid only if they contain the print code (above) on all estimate pages, running page numbers with the END OF ESTIMATES marker on the last estimate page
Further Info:	Items/values not in reference catalogue are prefixed with an asterisk *

Recommended Parts

No.	Qty	Part No.	Particulars	Condition	Repairer's	Amount
1	1		*FRONT BUMPER	Deep Cut	435.00 FL	*435.00 FL
2	1		*BUMPER SIDE RETAINER (LH)	Bent	30.00 FL	*30.00 FL
3	10		*BUMPER CLIPS	Necessary	45.00 FL	*45.00 FL
4	1		*HEADLAMP (LH)	Scratched	480.00 FL	*480.00 FL
5	1		*FRONT FENDER (LH)	Badly Dented	400.70 FL	*400.70 FL
6	1		*VVTI EMBLEM	Necessary	37.00 FL	*37.00 FL
7	1		*FRONT DOOR (LH)	Dented / Bent	1,091.00 FL	*1,091.00 FL
8	1		*DOOR SIDE MIRROR	Repair	310.00 FL	*- FL
9	1		*DOOR GLASS	Not Necessary	198.00 FL	*- FL
10	1		*GLASS OUTER MOULDING	Not Necessary	52.50 FL	*- FL
11	1		*WEATHERSTRIP	Necessary	138.00 FL	*138.00 FL
12	1		*SET BLACK STICKER (3PCS)	Necessary	60.00 FL	*60.00 FL
13	1		*REAR DOOR (LH)	Dented / Bent	996.30 FL	*996.30 FL
14	1		*SET BLACK STICKER (3 PCS)	Necessary	60.00 FL	*60.00 FL
15	1		*WEATHERSTRIP	Necessary	138.00 FL	*138.00 FL
16	1		*TAILLAMP (LH)	Scratched	282.60 FL	*282.60 FL
17	1		*FRONT ABSORBER (RH)	Not Necessary	194.60 FL	*- FL
18	1		*KNUCKLE ARM RH	Not Necessary	363.40 FL	*- FL
19	1		*BEARING RH	Not Necessary	115.00 FL	*- FL
20	1		*LOWER ARM RH	Not Necessary	262.00 FL	*- FL
21	1		*SPORT RIM (RH)	Dented / Bent	300.00 FS	*300.00 FS
22	1		*TYRE (RH) (60%)	Grazed	160.00 FS	*96.00 FS

F=Franchise part. S=SpcNett. L=ListItemDisc

Sub Total (\$\$)	6,149.10	4,589.60
- List Item Discount on L Items 20.00/20.00% (\$\$)	1,137.82	838.72
Total Parts (\$\$)	5,011.28	3,750.88

Report was unsubmitted during this print-out.

Recommended Miscellaneous Items

There are no new miscellaneous items selected.

Recommended Labour

No	Particulars	Lab.Type	Repairer's	Amount
<u>Labour Items</u>				
1	TO REMOVE & FIX FRONT RH UNDERCARRIAGE	New	280.00	0.00
2	TO ADJUST WHEEL ALIGNMENT & CHAMBER	New	150.00	60.00
3	TO PRESS BEARING	New	50.00	0.00
4	TO SPRAY ANTI-RUST	New	120.00	90.00
5	LABOUR CHARGES FOR KNOCKING & REPLACING PARTS	New	1,100.00	680.00
6	SPRAYPAINTING	New	1,500.00	1,100.00
Gross Labour Cost (S\$)			3,200.00	1,930.00

Report was unsubmitted during this print-out.

< END OF ESTIMATES >