

CARSMITH PTE LTD

25 TEBAN GARDEN ROAD #10-181 SINGAPORE 600025

Telephone no: +65 9091 0000

60170415

To: AXA INSURANCE PTE LTD

3019802022---

Address:

8 Shenton way, #24-01, AXA Tower, s068811
customer centre, #B1-01

(Your Insured motor vehicle no: PC 4126P)

Dear Sirs

Claimant name: CHUA SWEE HEE (S1639902G)

Address: BLK 642 PASIR RIS DRIVE 10 #07-36

(Claimant motor vehicle no: SLC7327D)



We are representing the above mention claimant to claim damages against you in connection with an accident on (DOA-15-08-2019) along (Location: CECIL ROAD NEAR LAMP POST 24/1 JUNCTION) involving vehicle registration numbers (SLC7327D & PC4126P) driven by your client at the material time of the accident.

Letter of demand

- 1) Pre-repair inspection day -\$ 320.00
- 2) Rental / Loss of used -\$ 1120.00
- 3) Final repair cost -\$ 5500.00
- 4) GIA Search Fees -\$ 29.00

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

With Regards,

Alex Beh



1013500 (7)

2015415 (1)



CARSMITH PRIVATE LIMITED
BARTLEY BIZ CENTRE
13 KAKI BUKIT ROAD 4 #01-20
Singapore 417807
+65 90910000
carsmithpl@gmail.com

INVOICE

INVOICE TO
SLC73270

INVOICE NO. 1075
DATE 09/10/2019
DUE DATE 09/10/2019
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/10/2019	LUMP SUM REPAIR AS RECOMMENDED & AGREED WITH SURVEYOR		0	5,500.00	5,500.00

BALANCE DUE

S\$5,500.00

Address: 394 Yishun Avenue G #02-1090
Singapore 760394

Mobile: 93252583

Website: WWW.FB.COM/SECARRENTAL

Email: se.carrental@yahoo.com

Bill To CHIA SWEET HEE

Mobile: NIL

Invoice #: A225

Address: 11K H2 PASIR RIS DRIVE LD #07-36
SINGAPORE 510642

Fax: NL

Invoice Date: 25/9/2019

Email: NL

Owner Vehicle: SLC7327D

Invoice For: RA No.229

Item #	Model	Vehicle No.	Rental Rate per day	From	To	Subtotal
1	TOYOTA CAMRY	SLU8157B	\$ 160.00	17/9/2019	24/9/2019	\$ 1,120.00
					TOTAL:	\$ 1,120.00

SE CAR RENTAL



Signature & Company Stamp

Make all checks payable to SE CAR RENTAL.



SE CAR RENTAL

384 Yishun Avenue B #02-1090 S(760384)

Tel: 3025 2503 Fax: 6841 3390

RA No: 229

CS

VEHICLE HIRING AGREEMENT

HIRER'S PARTICULARS

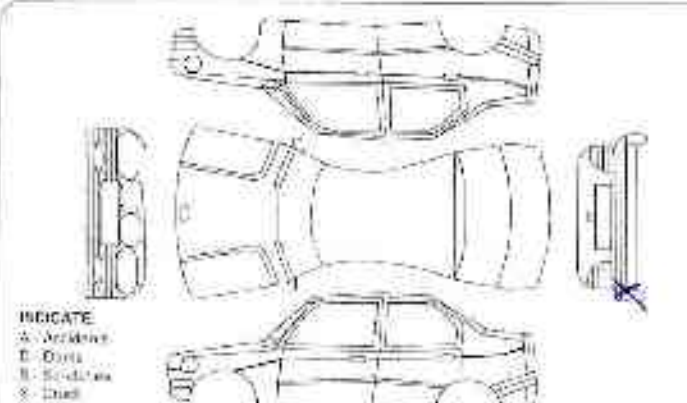
Name (as in IC): Chua Swee Hee
 NRIC/Passport No: S1639902 G Date of Birth: 07-08-1964
 Address: 81K 642 Pasir Ris Dr 10
#07-36 Age: 510642
 Name & Address of Employer:
 Occupation: _____ Driving Exp: _____
 Driving License No: _____ Passed Date: 1-1-1982
 Car Type: Local/Foreign: _____
 Tel: () _____ (H) _____

DRIVER'S PARTICULARS

Name (as in IC): _____
 NRIC/Passport No: _____ Date of Birth: _____
 Address: _____ Age: _____
 Occupation: _____ Driving Exp: _____
 Driving License No: _____ Passed/Expiry Date: _____
 Car Type: Local/Foreign: _____ Contact No: _____

Hirer's Own Vehicle No: SLC7327D Replace Van No: _____
 Loan Vehicle No: SLU8157B VR No: _____
 Make & Model: T. Camry Auto/Manual Group: _____
 CHARGES \$
 Daily 7 day: 160/- Per day: 1120/-
 Weekly/Worthly week: 1120/- Per week/Monthly: _____
 Others: _____
 CASH/PAID: 1120/- Per day/Monthly: _____
 Delivery/Collection Fee: _____
 CR No: _____ (A) SUB-TOTAL: 1120/-
 Time: () OUT: _____ () IN: _____
 First: _____ km FREE per day: _____ COST: _____
 Excess mileage is chargeable at: _____ cents per km: _____
 TOTAL CHARGES: 1120/-
 Security Deposit: \$ _____ Bank: _____
 CASH/NETS/VISA/MC/AM/EXCHG No: _____
 Expiry Date: _____ Card ID No: _____
 Name as in Card: _____
 NON-WAIVER EXCESS (Subject to GST): \$ _____
 ACCESSORIES CHECK:
☐ Oil ☐ STD Tools ☐ Hub Cap ☐ Radio / CD Cartridge
☐ Jack ☐ Tyre Changer ☐ Petrol Cap ☐ Spare Tyre

Hirer's Signature: _____ Additional Driver's Signature: _____
 SINGAPORE Use Only



I have read and agree to the terms and condition on both sides of this agreement. If I have presented a charge card for payment, I agree that all amounts payable under this agreement and for parking and traffic infringements may be billed to that account and my signature above will be considered to have been made on the charge card card voucher. All information I have been given by SE CAR RENTAL in connection with this agreement is true.

- IMPORTANT**
- The Hirer and the authorized driver must be over 21 years of age and under 65 years and not holding valid driving license and have a minimum of 2 years regular and qualifying experience. Failure to observe stipulation may render all charges void to be borne by the Hirer's Authorized Driver.
 - All vehicles are supplied with petrol and should refueled with petrol level. However, a service charge of \$5 on top of a petrol purchase is payable by the user should he fail to return the vehicle at the appropriate petrol level.
 - No refund for early return of vehicle. The hirer shall be liable for additional charges for any late return of the vehicle shown per hour per day, inclusive of GST and/or 5% worn appropriate. Any return after operation hours will be charged as a full day rental.
 - Use of the vehicle for illegal purposes. For instance, in connection with theft, drug peddling or trafficking, smuggling is strictly prohibited.
 - Vehicle strictly for Singapore use only and may not be driven out of Singapore without prior written consent of SE CAR RENTAL. The hirer is liable for a penalty fee of \$250 in addition to the appropriate insurance top up in the form of non-adherence of Malaysia usage.
 - The hirer and/or driver shall be responsible for all damages or losses howsoever caused, at traffic violations, fines and penalties imposed on the vehicle for whatsoever reason in respect of or in connection with its use or operation.
 - The hirer and/or driver shall be responsible for all claims, damages, losses, increased insurance premiums, out-of-pocket expenses and cost expenses (including legal costs on a full indemnity basis), whatsoever and howsoever arising, against himself or against any third party in respect of the vehicle or the use or the operation of the vehicle. Full excess amount have to be paid immediately in the event of an accident. The hirer or driver shall be liable to replace a replacement vehicle if an accident occurred. Any damage to the car will be repair at our authorized workshop.
 - Smoke or patch smoking and transport of pets in the vehicle are not allowed. Any offensive smell (e.g. cigarette, durian or pet's smell), the hirer and/or driver shall bear the cost of removing the offensive smell or pet's hair, between \$200 - \$400.
 - The Hirer agrees that a punctured tyre, empty petrol tank, loss of vehicle key is treated as an accident. The hirer shall be liable for the cost of such response or \$80.00 per trip.
 - In case of accident, the hirer shall report to police immediately. An accident report must be made within 24 hours. Failure to comply, the hirer will have to bear all liability from all parties claim. Full excess amount have to be paid immediately in the event of an accident.
 - The hirer and/or driver also have the responsibility to ensure that the radiator water level in the car is sufficient and do not drive when the vehicle is still and does not have sufficient water. Any damage to the engine will be bear by the hirer/driver.
 - All customers' data will be kept strictly confidential and is solely used for the purpose of completing the sales transactions and other related matters.
 - I understand and agree to the personal data and its use.

Date Out	Time Out	Mileage	Check By	Remarks
17/9/19	3:45 pm			
Return of Vehicle: The Hirer/Driver is Required to sign in the Column 'Signature Of Hirer/Driver' Failing Which The Day And Time Inserted Below Shall Be Deemed To Be The Day And Time The Vehicle Is Returned To SE CAR RENTAL. And The Same Shall Be Accepted As Conclusive Evidence Of The Same And Shall Not Be Challenged Or Questioned On Any Account Whatsoever And I have declared my belonging below as the rental vehicle (cashcard, parking receipts, etc.)				
Date In	Time In	Mileage	Check By	Remarks
24/9/19	11:5 pm			

Hirer's Signature: _____
 Driver's Signature: _____

TERMS AND CONDITIONS FOR CAR RENTAL

BE CAR RENTAL (hereinafter called "the Owner") who at all times shall have the control of cars, includes the owner's accessories (noted herein) agrees to let and the hirer (hereinafter called "the Hirer") agrees to take on hire the motor vehicle described herein (hereinafter called "the said vehicle") subject to the following terms and conditions:-

1. The said vehicle (with all tools and accessories therein) is the property of the Owner and the Hirer shall be a good tenant thereof and no interest in it shall pass to the Hirer.
2. The hire shall commence on the date and at the time specified in it and continue for the period and on the date and at the time stated unless extended or as expressly requested by the Hirer.
3. The Hirer shall pay in full the hire charge specified herein below, the same including all things. No part of such hire charge shall in any circumstances be refunded.
4. If the Hirer shall fail to return the said vehicle to the location at the period of time and within the place or the other limits of the Owner, the Hirer shall pay to the Owner for every hour elapsing between the time of such expiration and the time the said vehicle is returned to the Owner, such further hire charge in accordance with the Owner's current rate of hire charge or at such other rates as the Owner may in its absolute discretion think fit. All charges and amounts due when the hire period expires shall incur an admin charge of \$20 per day until they are paid.
5. The said vehicle may only be driven by the Hirer or persons who have expressly agreed to and authorized the Hirer (hereinafter called "the authorized driver"). The Hirer and the authorized driver must be in possession of a valid driving licence and shall at all times drive the said vehicle in a careful and skillful manner, observing the traffic regulations and laws and in the event of any breach thereof, the Hirer shall pay at first, cost of repairs and penalties which may be imposed, and shall also answer all other and traffic Court summonses, fines and penalties in connection therewith. Particularly attention shall be accorded to the following:-
 - (a) the Hirer and the authorized driver must be over 23 years of age and under 65 years and be having valid driving licences and have a minimum of 2 years regular and qualified driving experience. Failure to observe condition may result in damages costs to be borne by the Hireless Authorized Driver.
 - (b) the Hirer shall not carry load or passengers in excess of the limit indicated on the vehicle's load-carrying capacity (i.e. the driver and four passengers);
 - (c) the Hirer shall not drive the said vehicle whilst under the influence of intoxicating substances;
 - (d) it is expressly forbidden to hire the said vehicle out to third persons or to let, authorize, permit or license to use the said vehicle or to permit the said vehicle to be used for illegal purposes (for instance in connection with theft, drug peddling or trafficking, smuggling or any other criminal activity) or for the purposes of test or racing. Failure to comply may render serious consequences as the Hirer assumes full responsibility and in the event of the said vehicle being seized, confiscated or forfeited as a result thereof, the Hirer shall indemnify the Owner for all losses incurred including the value of the said vehicle.
6. The Hirer agrees that a punctured tyre, empty petrol tank, loss of vehicle's key or locked keys, noise or vehicle, by itself, does not constitute a breakdown and that in the event the owner's 24-Hours Emergency Service is called upon throughout a hire maximum, the Hirer shall bear the cost of each response at \$20.00 per trip.
7. The Hirer or authorized driver shall report all accidents involving the said vehicle to the Owner immediately and should there be bodily injury as also to the police not later than 24 hours after the accident. The Hirer or authorized driver shall not admit or compound any claim other than liability or full. Hirer is to secure the names and addresses of all witnesses as well as the registration number of all vehicles involved in the accident. All communications or letters received from the police or third parties are to be referred to the owner immediately. The Hireless Authorized Driver shall not abandon the said vehicle without adequate provisions for safeguarding and security the same. Failure to comply with rule 5 and 7 will render Hirer liable for all cost and third party claims (irrespective of CDW) for being said.
8. The Owner shall not under any circumstances be liable to make any payment to the Hirer in respect of or indemnify the Hirer against any loss, injury or damage sustained by the Hirer or by any third party as result of the use of the said vehicle or as result of any defect therein and in taking delivery of the said vehicle the Hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in a proper and safe condition.
9. If for any reason the vehicle described in the schedule of any other vehicle ordered by the Hirer prior to the commencement of the period of hire is not suitable at the time of such commencement, the Owner shall have the right to replace the said vehicle with an alternative vehicle of similar seating capacity and performance and if no such alternative vehicle is available or if the Owner shall decline to provide an alternative vehicle then the Hirer shall be repaid any hire charge and deposit (if any) paid by him after offsetting the rental charge and costs incurred but shall have no other claim of any kind whatsoever against the Owner. However if no deposit is paid, Hirer must pay for rental charges incurred or deemed.
10. The Hirer/the Authorized Driver shall pay for the cost of petrol during the period of being PROVIDED ALWAYS that the Hirer having taken delivery of the said vehicle with petrol shall return it to the same level and the cost thereof shall be recoverable from the Hirer/the Authorized Driver.
11. The vehicle is NOT covered by a motor insurance policy covering personal accident insurance for the Hirer, his passenger or authorized driver and the Owner shall not be responsible for any liability claims, injuries or otherwise in connection with any accident death or the damages arising from the use of the vehicle. The Owner may at the request of the Hirer and upon payment of the requisite charges arrange for separate personal accident coverage for bodily injury or death.
12. The said vehicle shall be covered under a vehicle insurance policy which contains or covers Clause 45 stipulated below in the Owner's Current Standard Breakdown Terms. Paying the current premium rate per day for Collision Damage Waiver may reduce the Non-Waiver excess Clause for the category of vehicle listed in Collision Damage Waiver covering cover. Missing/ stolen vehicle item. Full excess amount have to be paid immediately in the event of a claim. The owner retains the right not to replace or replacement vehicle if not accident occurred. Any damage to the said vehicle repair at our authorized workshop.
13. On or prior to the expiration of the period of hire, the Hirer shall return the said vehicle together with all tools, tools, accessories and equipment to the Owner at any of the Owner's designated stations in its good order and condition as the said vehicle was when collected by the Hirer from the Owner.
14. No to action, proceedings or judgement by the Owner in enforcing any of the terms and conditions of this Agreement shall preclude or affect the rights and powers of the Owner hereunder nor shall any waiver or any breach operate as a waiver of any subsequent or continuing breach.
15. The Hirer is responsible for obtaining the required cash paid with sufficient to meet or daily into any bank with the PIN system.
16. In the event of the terms and conditions of the agreement the Owner reserves the right to resume possession of the hired vehicle at any time from the Hirer in the Owner's interest without payment.
17. The Owner shall not be liable to the Hirer or any person for any loss or damage whatsoever and nevertheless caused or occasioned by reason of the Owner resuming possession of the vehicle nor shall the Owner be liable to any person for losses, costs, claims or things not belonging to the Owner which are or alleged to be in the vehicle at the time the Owner resumes possession of the vehicle.
18. The Hirer shall not take the said vehicle outside main land Singapore, Malaysia or any other territory outside Singapore without the written consent of the Owner. Failure to comply with this term may result in serious consequences and the Hirer shall assume personal and full responsibility and in the event of the said vehicle being damaged, stolen, confiscated or forfeited as a result thereof, the Hirer shall indemnify the Owner for all losses incurred including the value of the said vehicle.
19. That in addition, the Hireless Authorized Driver shall be deemed to have accepted the period of hire by reason of the Hirer's failure to return the said vehicle or otherwise possession under continued use of the said vehicle upon the coming to end and completion of hire. The Hirer shall also be bound by these terms and conditions in respect of any replacement vehicle hired in lieu of the said vehicle by means of new Rental Agreement or Replacement Vehicle.
20. **BE CAR RENTAL** recognizes its obligations under the Personal Data Protection Act 2012 (PDPA) which include the collection, use and disclosure of personal data for the purpose for which an individual has given or consent to. The personal data collected by BE CAR RENTAL includes all personal data provided in this form, or in any document provided, or to be provided to us by you or your family members or from other sources, for the purpose of this rental agreement. It includes all personal data for us to evaluate or otherwise the applicability of the collection, use and disclosure of personal data provided in the application form will also include any suggested information we collect for future rental transactions.
21. We may collect and use the personal data to:
 - (a) carry out, directly through;
 - (b) determine use or purpose relating to personal;
 - (c) determine and verify your creditworthiness for the financial;
 - (d) provide ongoing services and respond to your requests and inquiries;
 - (e) make or obtain payments;
 - (f) investigate and settle accident claims;
 - (g) recover any debt owed to us;
 - (h) detect and prevent fraud, underwrite or improve services;
 - (i) conduct research and statistical analysis;
 - (j) reach employees and handle liability insurance.
22. **Consequence of withdrawing consent to the collection, use and disclosure of personal data.**

You may refuse to withdraw your consent for us to collect, use or disclose your personal data by giving us reasonable notice when as there are no legal or restricted restriction, requesting you may doing so. For example, you may withdraw your consent for your personal data to be used for marketing purposes, and this withdrawal will not affect our ability to contact you with the products and services that you asked for or have with us.

But if you withdraw your consent for us to use your personal data for our rental purpose, this will affect our ability to provide you with the products and services that you asked for or have with us, including preventing us from keeping your insurance cover in force or properly assessing and processing your car rental claims. Withdrawal with consent will require you to consider a termination of your agreement with us.
23. **Marketing material option.**

Please indicate if you wish to receive marketing or promotional materials on our financial products or services via telephone calls, text messages, faxes, mail, or email. Yes No

If you do not indicate your option here, we will follow any existing option you may have indicated previously. We will use the contact information, including any updates, you have given to us to contact you. You may have your request to withdraw your consent, request or correct your personal data by writing to: Data Protection Officer, BE CAR RENTAL, 120 Looe Data Road, #02-15 Cendix Centre, Singapore 438015. Alternatively, you can email to info@be.com.sg.
24. All customers' data will be kept strictly confidential and is solely used for the purpose of completing the sales transactions and other related matters.
25. This agreement is governed by and shall be construed in accordance with the laws of Singapore.

LETTER OF AUTHORISATION

To : CARSMITH PRIVATE LIMITED

RE: ACCIDENT INVOLVING VEHICLE NOS. SLE 7327D & PC 4126P
ALONG Cecil Road Near Lamp Post 29th Junction
ON 15/08/19 (18:30)

I/we CHUA SWEE HEE

NRIC / Passport No. : S16399029

the owner of vehicle no. SLE 7327D hereby authorise you to commence repair to the said vehicle forthwith. In consideration of you repairing my/our vehicle at my / our

Request:-

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

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

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

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

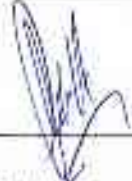
Upon settlement of the third party claim and in case the settlement monies is sent to me/us by the third party's insurers, I/we undertake to pay you and my/our solicitor the cost of repair settled and related expenses, costs and disbursement incurred.

AIC ASIA PACIFIC INSURANCE PTE. LTD
My/Our insurer is/are

Policy No. 1806126073

Expiry Date :

Date : _____ Excess : _____



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

Date:

Witness Signature/Name



Attn: Motor Claims Department

Dear Sir / Madam,

ACCIDENT INVOLVING MOTOR VEHICLES NO.

SAC 7127D & PC4126P

ALONG

Cecil Road near lamp post 24/1 Junction

ON

15/08/19 (18:30)

I/We, the registered owner of vehicle registration _____ no. which
was involved in the above accident with vehicle no. _____ insured
by

you hereby authorize that any payment due to me/us from the above said claim be paid to

CARSMITH PRIVATE LIMITED

I/we hereby indemnify CARSMITH PRIVATE LIMITED against all claims and/or damages
which may arise from all actions taken for or on my/our behalf.

Yours faithfully



Owner Signature (company stamp if applicable)

Name in Full: _____

NRIC / FIN / UEN No: _____

Address: _____

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LETTER OF AUTHORITY

To:

Dear Sirs,

ACCIDENT INVOLVING MOTOR VEHICLES NO.

SLC 7327 & PC 4126P

ALONG

Cecil Road Near Lamp Post 24/1 Junction

ON

15.08.2019 ~~18:30~~ (18:30)

I hereby authorize you to release the sum of \$

being the settlement sum for my property damage claim only to my
WORKSHOP-_____

Yours faithfully,



Claimant's signature / company stamp (if applicable)

