

CH1

XINYA AUTO SERVICES PTE LTD

Add: BLK 1002 BUKIT MERAH LANE 3 #01-75 , SINGAPORE 159719 TEL : 62703481 FAX : 62787522
E-mail : xinyaauto@singnet.com.sg

Our Re: TP 1218/08/19
Yr. Re : SJW 3205S (FWD)

Date: 13 DECEMBER 2019

LKK AUTO CONSULTANTS PTE. LTD.
51 UBI AVENUE 1
#01-21 PAYA UBI INDUSTRIAL PARK
SINGAPORE 408922
ATT: MS. HSIAO TONG

WITHOUT
PREJUDICE

RE: ACCIDENT INVLG. SLF 4827G/SJW 3205S/SLC 9863J & SLX 9041D ALONG
KJE ON 22 AUGUST AT ABOUT 0645 HRS.

We refer to the captioned.

Our client, owner of SLF 4827G has authorized us to make direct settlement with you as insurer/owner/claims agent of SJW 3205S

The claims are as follows;

1) Cost of repair	\$ 8,184.60
2) Rental cost	\$ 3,000.00
3) GIA search fees	\$ 2.00
	<u>\$ 11,186.60</u>

Please find attached documents as follows;

- Singapore accident statement of SLF 4827G
- Certificate of Insurance SLF 4827G
- Surveyor's recommendation (FWD appointed LKK)
- Repairer's invoice (53255)
- Rental Invoice/Agreement (INV201908-0001-1903)
- GIA search invoices (GR-19-136555)
- Letter of Authority from the claimant Teo Lum Seng



We appreciate if settlement could be completed soonest.

Thank you.

Yours truly,



Xinya Auto Services Pte. Ltd.

c.c. FWD SINGAPORE PTE LTD.
6 TEMASEK BOULEVARD
08 - 01 SUNTEC TOWER FOUR
SINGAPORE 038986

c.c. TEO LUM SENG

AUTHORIZATION TO ACT
(FOR THIRD PARTY'S PROPERTY DIRECT SETTLEMENT CLAIM)

I ("the third part
claimant") of (address) ,
owner of (vehicle no.) hereby authorize
XINYA AUTO SERVICES PTE LTD .

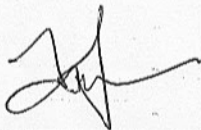
("the workshop") to act for me with the respect to direct settlement of
my claim for repair costs and /or rental and/or loss of use(" claim")
for vehicle no. that was damaged pursuant to the
accident which occurred on (date) Along
 (location)

involving vehicle no / (" the accident ")

I further authorize the workshop to settle my above mentioned
claim in a manner that they deem fit and the workshop is further
authorized to received payment further to settlement of my claim
with payment cheque / s being made in favour of the workshop.

I further acknowledge that any settlement the workshop may reach
on my behalf is on a without prejudice and without admission of
liability basis insofar as the driver / owner / insurers of the other
vehicle / s is concerned.

Dated this day of (month) (year)



Signed by " third party claimant"



Signed by " the workshop"
(with chop)

RELEASE

Claim Reference:	TP / 1201900025091
Surveyor's Reference:	CC4/FWD19014864/R1pb3
TP Reference:	SLF 4827G

We, Xinya Auto Services Pte Ltd ("Workshop") hereby agree and confirm that we are authorized by the owner ("Claimant") of motor vehicle SLF 4827G ("Vehicle") to accept the sum of \$10,500.00 (Global Sum) being the amount claimed as compensation for the loss of or damage to the Vehicle, as a result of an accident ("Accident") which occurred on 22/08/2019 (date of accident) at / along AYE (location) involving vehicle no/s. SLF 4827G and SJW 3205S.

This is pursuant to the inspection conducted on 23/08/2019 (date) at the Workshop.

We confirm that this acceptance is in full and final settlement of all claims arising from the damage to the Vehicle (whether now or hereafter to become manifest), to the intent that FWD Singapore Pte. Ltd. and all other persons, in particular the driver of SJW 3205S be absolutely and finally exonerated and discharged from all claims of every nature and kind whatsoever which have been made or which may be made in respect of this Accident.

We also declare that we are authorized by the Claimant to receive the above compensation and we have full authority to make the claim as set out above and to settle the matter on behalf of the Claimant in any manner we deem fit.

This settlement is reached on a without prejudice and without admission of liability basis. As such, this Release is not to be construed as an admission of liability on the part of FWD Singapore Pte Ltd, their policyholder and / or authorised driver and shall not be used as evidence in any claims and / or action which may be lodged by any of them.

Dated this 7 day of Aug 2020

CLAIMANT



[Signed by the "Workshop" with Co. Stamp]

For and on behalf of the "Claimant"
Ltd.



[FWD's appointed surveyor with Co. Stamp]

For and on behalf of FWD Singapore Pte.

**WITHOUT PREJUDICE
TO
INJURY CLAIM**

XINYA AUTO SERVICES PTE LTD

BLK 1002 BUKIT MERAH LANE 3 , #01-75 , SINGAPORE 159719
TEL: 6270 3481 FAX: 6278 7522 Email: xinyaauto@singnet.com.sg

TAX INVOICE

MESSRS : MR TEO LUM SENG
Address : BLK 151 PETIR ROAD
#05-180
SINGAPORE 670151
ATTN: ACCOUNT DEPT (MOTOR CLAIMS)

INV NO : 53255
INV DATE : 11.12.19
VEH NO : SLF 4827G
REF NO : TP 1218/08/19

Qty	Description	Unit price	TOTAL
1	REPAIRS WORKS CARRIED OUT TO SLF 4827G FOR ITEMISED REPAIR CLAIMS . REPAIRS CARRIED OUT AS PER SURVEYOR'S RECOMMENDATION. (SURVEYOR RASUL - LKK) ACCIDENT DATED 22 AUGUST 2019.		\$8,184.60

Payment Details

- ☐ T/T upon receipt of Goods
- ☐ Cheque
- ☐ Credit (30 DAYS)
- ☐ Cash

Name _____
Card No. _____

AMOUNT	\$ 8,184.60
LESS EXCESS	\$ -
TOTAL	\$8,184.60

Office Use Only

E & OE

All cheques should be made payable to XINYA AUTO SERVICES PTE LTD .No official receipt will be issued.

RENTAL AGREEMENT

Hirer Details

NRIC	Name	DOB	Class 3 Date
S1811891B	TEO LUM SENG	29-07-1967	30-07-1992

Start Date: 22-08-2019

End Date:

Daily Rate:

Payment: Monthly

Vehicle Details

Carplate	Model	Road Tax Expiry Date	Own Vehicle Excess	Third Party Excess
SJU5188E	TOYOTA CAMRY		\$2,000.00	\$1,500.00

Excess Outside Singapore: \$3000.00 \$3000.00

Acknowledged by Hirer

For Official Use

Handover Date/Time: 22-08-2019 11.00AM

Return Date/Time: 11/9/19 14pm

Terms & Conditions

General Definition

- The Renter refers to the person representing an entity signing this agreement.
- The Vehicle refers to the motor vehicle or any substitute or replacement vehicle described in this Agreement, including tires, tools, accessories, equipment, keys and parts in the vehicle.
- The word Todds refers to Todds Partners Pte. Ltd.

THE TERMS AND CONDITIONS FOR RENTAL MENTIONED FORM AN INTEGRAL PART OF THIS VEHICLE RENTAL CONTRACT. BY SIGNING THIS CONTRACT, THE RENTER CONFIRMS HAVING READ THE TERMS AND CONDITIONS FOR RENTAL AND OF GIVING HIS UNCONDITIONAL APPROVAL TO THE STIPULATIONS OF THE TERMS AND CONDITIONS FOR RENTAL.

1. General Terms

- The Renter acknowledges that the Vehicle is the property of Todds and that the vehicle is in perfect running condition. The Renter is under obligation to return the Vehicle together with all tires, tools, accessories and equipment on the pre-arranged date - earlier if Todds requests - in as good order and condition as the vehicle was when collected by the Renter from Todds.
- Fuel is at the Renter's expense. All vehicles are delivered with fuel and must be returned with the same amount of fuel as at the time of delivery.
- The Renter agrees to take proper care of the Vehicle and drive the same in a careful and skillful manner observing the traffic regulations and laws and in the event of any breach thereof, the Renter shall pay all fines and penalties which may be incurred and shall also answer all Police and Traffic Court Summons, including all notices and inquiries in connection therewith. In particular, the Renter is to ensure that;

- The Vehicle must not be overloaded;
- At all times the Vehicle must be provided with sufficient oil, water and the prescribed tire pressure;
- When not in use, the Vehicle must be properly parked and locked.

2. Payment

- The full rental cost calculated on the basis of the daily rental charge is payable in advance on delivery of the Vehicle to the Renter. At the expiration of this rental contract, i.e. when the Vehicle is returned to the location indicated in this Agreement, any additional rental charges, which may have been incurred, shall become due for immediate payment.
- The refundable deposit specified by Todds from time to time, is payable by the Renter to Todds on delivery of the Vehicle. Todds shall be entitled to deduct from the said deposit at its discretion and without notice to the Renter any amount due or owed by the Renter to Todds.

3. Usage

- The Renter shall use the Vehicle with all reasonable care and shall not:
 - Use or allow the use of the Vehicle contrary to any law, rule or regulations in force in Singapore for any illegal purpose, or in any manner by which the Vehicle might become liable to seizure, confiscation or forfeiture; or
 - Carry passengers in excess of the limit for which the Vehicle is licensed; or
 - Participate in any race test or contest or for any purpose other than a domestic or for reward; or
 - Use the Vehicle for the purpose of giving driving lessons; or
 - Use, operate or drive the Vehicle under the influence of any intoxicating substance or liquid; or under the influence of any drug; or
 - Do or allow or cause anything to be done, or omit to do, allow or cause anything to be done, whereby Todds' Vehicle Insurance Policy shall no longer be effective.
- The Renter is to ensure that the Vehicle will be driven only by the Renter and that the Renter is duly qualified driver of 25 years of age and above and hold current and valid licenses to drive the Vehicle and the Renter is not convicted of any offence by any court of law in any country.
- The Renter shall not take the Vehicle outside of the Republic of Singapore and shall keep the Vehicle at all times in his possession and custody and not part with its possession or custody to any other person. If for any reason, the Vehicle is taken out of Singapore without the prior permission or written consent of Todds, the Renter shall be held liable and fully responsible for all cost and expenses including but not limited to damages, repairs, towing fee, fines or claims of any nature.
- In the event of flouting of any of the above usage rules, should the Vehicle Insurance Policy not be able to cover any liability arising from accident or seizure, confiscation or forfeiture, the Renter shall be fully liable for the full Market Value of the Vehicle, made payable to Todds.

Accident and Insurance

- The Vehicle is NOT covered by a policy of insurance covering personal injuries to or death of the Renter or his driver. Todds shall not under any circumstances be liable to make any payment to the Renter in respect of or to indemnify the Renter against any loss, injury or damage sustained by the Renter arising out of the use of the Vehicle or as a result of any defect therein. Upon taking delivery of the Vehicle the Renter shall be deemed to have satisfied himself that it is in all respects road worthy and in a proper and safe condition.
- The Vehicle is insured under a standard motor vehicle insurance policy in accordance with laws of Singapore covering liability of the Renter in respect of party injury or death and passenger risk liability. The Renter agrees to be bound by the terms and conditions of the said policy, a copy of which is available for inspection. The Renter agrees to protect the interest of Todds and the insurance company in the event of accident by:
 - obtaining names and addresses of all parties involved and of witnesses and not admitting liability or guilt without advance notice to Todds;
 - not abandoning the Vehicle without adequate provisions for safeguarding and securing same; giving detailed report including diagram even in cases of slight damage within 24 hours at the nearest police station or IDAC centres;
 - notifying Todds' insurers immediately of such accidents and submitting a duly completed Motor Accident Report Form;
 - delivering to Todds all correspondence, Writs or documents of any kind received by the Renter relating to any accident involving the Vehicle while rented under the Agreement;
 - comply with all requests by Todds to provide assistance in any litigation or investigation of such accident.
- The Renter expressly agrees to pay Todds on demand all time and mileage surcharges, minimum or other charges applicable to this rental at rates or in the amount specified herein and in the current tariff published by Todds and in addition, a sum equal to the amount or cost of all loss and damage to or in connection with the said Vehicle during the rental period. The Renter hereby assigns to Todds any and all damage and insurance claims, which he may have in this connection and agrees that the same be paid directly to Todds.
- Todds cannot be held responsible for any damages, not covered by insurance, to the Renter and any third party in connection with the operation and the rented Vehicle as well as the loss or damage to articles stored or left in the Vehicle during the rental period. The Renter agrees to exonerate Todds from all responsibility in connection with any loss or damage or inconvenience caused by the belated delivery of the Vehicle to the Renter, possible motor troubles or any other causes.

Miscellaneous

- Any early termination initiated by the Renter will result in the forfeiture of deposit.
- Todds reserves the right to pursue beyond the insurance excess from Hirer in the event of vehicle theft.
- The Renter expressly agrees to pay Todds on demand all time and mileage surcharges, minimum or other charges applicable to this rental at rates or in the amount specified herein and in the current tariff published by Todds and in addition, a sum equal to the amount or cost of all loss and damage to or in connection with the said Vehicle during the rental period. The Renter hereby assigns to Todds any and all damage and insurance claims, which he may have in this connection and agrees that the same be paid directly to Todds.
- Todds cannot be held responsible for any damages, not covered by insurance, to the Renter and any third party in connection with the operation and the rented Vehicle as well as the loss or damage to articles stored or left in the Vehicle during the rental period. The Renter agrees to exonerate Todds from all responsibility in connection with any loss or damage or inconvenience caused by the belated delivery of the Vehicle to the Renter, possible motor troubles or any other causes.
- The person(s) signing the Agreement assumes full personal responsibility, jointly and severally with the firm, person or organization, the driver or all substitute drivers in whose name he/she may sign. The person signing the Agreement shall undertake full payment responsibility in the event of non-payment arising from the organization he/she may be representing.
- Arising out of any breach by the Renter or any of the terms and conditions of this Agreement:
 - The Renter shall pay Todds on demand all losses and damages suffered by Todds arising out of any breach by the Renter of any terms and conditions of this Agreement including, but not limited to any loss or damage suffered by Todds from Todds' loss of use or loss of the Vehicle for any reason whatsoever.
 - The Renter shall pay on demand all costs and expenses (including legal costs on a Solicitor and Client basis) incurred by or on behalf of Todds for taking any legal proceedings to enforce the provisions of this Agreement.
 - The Renter shall at all times indemnify and keep indemnified Todds and shall save and keep Todds harmless against all losses, damages, claims, penalties, liabilities and expenses including legal costs however arising or incurred by Todds.

Provided however, that if the Vehicle is operated by the Renter in accordance with all the terms and conditions of rental hereof

- If the Vehicle is not returned to Todds on the due date as stated in the front page hereof or if the Renter is in breach of any of the terms of this Agreement, Todds shall be entitled to repossess the Vehicle at the Renter's expense at any time without giving him prior notice and the Renter hereby irrevocably authorizes Todds, its servants or agents to enter into and unto any premises in which the Vehicle may be in order to repossess the same without being liable to any actions or proceedings at the suit of the Renter or any persons claiming under or through him.
- The Renter is responsible for Electronic Road Pricing fees during the operative hours.
- The Vehicle may be equipped with Global Positioning System - Tracking Hardware to locate the position of the VEHICLE. The Renter shall not demand to remove the GPS device from the Vehicle and shall indemnify Todds free from all claims including but not limited to privacy act and allowed Todds at anytime to monitor the position of the Vehicle.
- The Vehicle may be equipped with Engine Immobilizer System. If the Renter is in breach of any of the terms of this Agreement, Todds reserve all its rights to immobilize the Vehicle at any time without giving prior notice to The Renter. Todds shall be entitled to repossess the Vehicle at the Renter's expense. Any mishap that may arise in enforcing it shall be under the full responsibility of the Renter. And the Renter shall at all times keep Todds fully indemnify against all claims whatsoever.
- No relaxation, forbearance or indulgence by Todds in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of Todds.
- This Agreement and Vehicle cannot be assigned or transferred by Renter. The Renter remains responsible regardless of any attempted assignment.
- This agreement shall be governed by and is construed in accordance with the laws of Republic of Singapore.

TODDS PARTNERS PTE LTD

1002 BUKIT MERAH LANE 3

#01-75 SINGAPORE 159719

INVOICE

REF: INV201908-0001-1903

DATE: 12/09/2019

HIRER: MR TEO LUM SENG

BOOKING REF: SJU5188E

ITEM**AMOUNT (\$)**

CARPLATE: SJU5188E

\$ 3000.00

DAILY RATE:

PAYMENT FREQUENCY:

DEPOSIT RECEIVED:

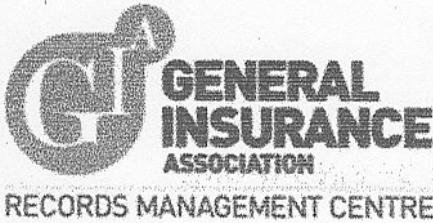
VEHICLE OUT ON 22.08.19 AT 11.00AM

BACK ON 11.09.19 AT 14.00PM

TOTAL AMOUNT:**\$3000.00****NOTE**

Please make payment to Todds Partners Pte. Ltd.

DBS Current Account: 0720029216



GENERAL INSURANCE ASSOCIATION OF SINGAPORE
RECORDS MANAGEMENT CENTRE
6 Raffles Quay #18-00, Singapore 048580
Phone: +65 6224 0010 Fax: +65 6224 0030
Operating Hours: Monday to Friday 9am to 5pm
GST Registration No: M400017735

TAX INVOICE

Our Ref No: GR-19-136555
Date of Request: 22/08/2019

Your Ref No: Online Purchase

Xinya Auto Services Pte Ltd
Blk 1002, #01-75
Bukit Merah Lane 3
Singapore 159719

Dear Sir/Madam,

Enquiry Date 22/08/2019
Enquiry By Tan Mui Heng
TP Vehicle No. SJW3205S
Accident Date 22/08/2019

DESCRIPTION	AMOUNT (S\$)
TP Insurer Enquiry	1.87
GST Amount	0.13
Total Amount Due (GST Inclusive)	2.00

Thank You.

This is a computer generated document and requires no signature.

For GIARMC Official use:

Date:

☒ GIRO ☐ Cash ☐ Cheque