

#### ESTEEM PERFORMANCE PTE LTD

Blk 5033 Ang Mo Klo, Ind Park 2 #01-251/ 259, 569536.
Tel: +65-6484 1221 Fax: +65-6484 7829 Website: www.esteemperf.com.sg

Your Ref: SMF 3028 R

Our Ref: CIV1302482 / SMG 2869 G

Date:

11-02-20

AIG ASIA PACIFIC INSURANCE PTE LTD

AIG Building 78 Shenton Way #07-16

Singapore 079120

RE

: ACCIDENT INVOLVING

SMG 2869 G & SMF 3028 R

ACCIDENT DATE

18.09.2019

ACCIDENT ALONG

WOODLANDS AVE 12 TOWARDS SLE

We are the workshop for the owner of motor vehicle no: SMG 2869 G which was involved in the captioned accident. The vehicle was surveyed by an independent appraiser and the claims below are based on its recommendation sum being for the repair cost and the period of repair (Strictly on a Without Prejudice Basis)

As the accident was caused by the negligent act of your insured claims for your consideration.		SMF 3028 R	we are subm	nitting these
1	Cost of repair		S \$	214.00
2	Loss of rental_1_days @ \$_88.00 / day		S \$	88.00
3	Surveyor Fee		S \$	0.00
4	GIA report fees (S\$ 15.00 for search fee & S\$ 14.00		S \$	0.00
	for each report fee)			
5	LTA Fee		S \$	7.45
		•	S \$	309.45

We enclosed herewith the following documents to support the claims:-

- a) Authorization letter
- b) Final repair bill(s)
- c) LTA search
- d) GIA report(s) / result
- e) Insurance certificate, etc.....

Kindly look into the matter and let us hear from you on the settlement of our client's claim as soon as possible. Thank you.

Yours faithfully

Carmen Lim

Claims Executive

Email: carmen@esteemperf.com.sg

#### Khanchna (LKK Auto)

From: Khanchna (LKK Auto)

Sent: Thursday, 14 November 2019 3:23 PM

To: RYDIA.LIANG@GMAIL.COM

Cc: Admin A

Subject: ACCIDENT BETWEEN SMF3028R & SMG2869G ON 18/09/2019 ALONG/AT

**WOODLANDS AVE 12** 

OUR REF: CC4/AIG19016982/Kkb3

#### **LIANG XIUHAO**

[POLICY HOLDER]

Dear Sir/Madam,

#### ACCIDENT BETWEEN SMF3028R & SMG2869G ON 18/09/2019 ALONG/AT WOODLANDS AVE 12

We refer to the above subject matter. We write to inform you that we are the loss adjuster appointed by your motor insurer, AIG Asia Pacific Insurance Pte Ltd to deal with the third party claim against your policy.

We have received a claim against your motor insurance policy.

Based on the accident report and accident scenario, we are of the view that liability is not in your favour. We will therefore proceed to negotiate for an amicable settlement with the Third Party.

Should you however wish to further discuss on the matter prior to our negotiations and settlement, please contact us within 10 days from the date of this letter.

Please note that your No-Claim Discount (NCD) (if any) will be affected and reduced by 30% (20% for commercial vehicles) upon next renewal due to this Third Party claim. However, if your policy has a NCD protector feature, it will be deemed utilized for this claim and your NCD will be protected.

Please call us if you have further queries.

Best Regards,

Khanchna | Case Handler LKK Auto Consultants Pte Ltd

DID: **6841 2360** | email: <u>Khanchna@lkkauto.com</u> Fax: 6741-4108 Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)

### LETTER OF AUTHORITY

m,	Mom	<b>T</b> 4	Tros.	Concern
Τo	wnom	11	ινιαγ	Concern:

ACCIDENT INVOLVING SMG 2869 G & SMF 3028 R along woodlands
Ave 12 Towards SIE on 18-09-2019 @ 09-15
I, Vincar Leasing and tental Pte Ltd Nric No. 201312900k  of 1 Chang Cham Rd \$105-02 03 00 Building Singapore 159630  Owner of motor vehicle no. Sing 2869 61 do hereby appoint M/S  ESTEEM PERFORMANCE PTE LTD as my authorized representation and  as my solicitors to write, to negotiate and settle my claim against the other party/parties involved in the above mentioned accident. M/S ESTEEM  PERFORMANCE PTE LTD shall have absolute discretion to settle the matter at the best
terms.
I also confirm and instruct that any agreed settlement sum in respect of my claim be paid to M/S ESTEEM PERFORMANCE PTE LTD and such payment will constitute a full and fina discharge of my claims.
I further authorize M/S ESTEEM PERFORMANCE PTE LTD to execute the discharge voucher on my behalf.

Signature of Owner



# RELEASE VOUCHER (AIG Asia Pacific - Express Third Party Claim)

"We/I, ESTEEM PERFORMANCE PTE LTD ("the workshop") hereby confirm that we/I have reached an agreement with the appointed surveyor of AIG Asia Pacific Insurance Pte Ltd LKK AUTO CONSULTANTS PTE LTD (name of surveyor) with respect to the amount claimed for \$\frac{\$\$214.00}{\$}\$ (Repair Cost), \$\frac{\$\$88.00}{\$}\$ (Loss of Use/Rental), \$\frac{\$\$7.45}{\$}\$ (Disbursement) for vehicle no. \$\frac{\$\$MG2869G}{\$}\$ that was damaged pursuant to the accident which occurred on \$\frac{18/09/2019}{\$}\$ (date) along \$\frac{\$\$WOODLANDS AVENUE 12 TOWARDS SLE}{\$}\$ (location) involving vehicle no/s \$\frac{\$\$\$MF3028R.}{\$}\$

This is pursuant to the inspection conducted on <u>01/10/2019</u> (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner <u>VINCAR LEASING AND RENTAL PTE</u> <u>LTD</u> ("the third party claimant") of vehicle no. <u>SMG2869G</u> 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 AIG Asia Pacific 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 costs of repairs and/or rental and/or loss of use pursuant to the damage to **SMG2869G** (vehicle no.) as a result of the accident.

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

Dated this \_\_\_\_\_\_ (day) of \_\_\_\_\_\_ (month) 20 \_\_\_\_\_ (year)

Signed by appointed surveyor Signed by "the workshop" (with chop)



## ESTEEM PERFORMANCE PTE LTD

Blk 5033 Ang Mo Kio Industrial Park 2, #01-259/01-251, Singapore 569536.

Tel: 6484 1221

Fax: 6484 7829

385 Sin Ming Drive (Inside Vicom) Singapore 575718.

Tel: 6753 2112

Fax: 6451 0394

Co. Reg No.: 200005485N

GST Reg No.: 20-0005485-N

M/S: AIG ASIA PACIFIC INSURANCE PTE.LTD

AIG BUILDING

78 SHENTON WAY

#07-16 SINGAPORE 079120

\_\_\_\_\_

ATTN: Motor Claim Department

Your Ref No: Claim Type: SMF3028R Third Party

Accident Date:

18/09/2019 SMF3028R

TP Veh Reg No: SMF

Claim No:

CER1301897

Final No:

CIV1302482

Date:

04 Nov 2019

Policy No:

19-MJ000693-R01

Veh Reg No:

SMG2869G

Make/Model:

TOYOTA PRIUS ALPHA

1.8S CVT

Chassis No:

ZVW400029112

Engine No:

2ZR0B43834

Reg. Date:

13/12/2018

#### Tax Invoice to Vehicle No: SMG2869G

	Description	Quantity List Price	Amount
	•	<u>S\$</u>	<u>S</u> \$
	Others		
1	COST FOR REPAIR	1 PCS 200.00	
		200.00	200.00
		Total	S\$ 200.00
		Add GST @ 7%	14.00
		Total Amount Payable	S\$ 214.00

TOTAL: SINGAPORE DOLLAR TWO HUNDRED FOURTEEN ONLY

The above vehicle was surveyed by KENNETH on 01/10/2019

For Esteem Performance Pte Ltd

PTE

E. & O. E.

AUTHORISED SIGNATURE

### VEHICLE RENTAL CONTRACT NO: ELPL2018/00000\_\_\_\_\_

CONTRACT IS MADE ON THE 5, Sept, 2018

Between	Name: Ming Chim Sions (NRIC/ Registration No. Soll 35492)  Having a Correspondence address at:  40 Lengkong Tyjoh #04-16	
	Singapura 417393 TEL: 9487 640	
And	Hereinafter known as the "HIRER" of one part  ESTEEM LEASING PTE. LTD.	
2110	(Registration No. 201807215D)  Having an address at:	** Deposit \$500 -9+5/9/118- ** Deposit \$500 -17/9/18
	8 KAKI BUKIT AVENUE 4 #02-42 PREMIER @ KAKI BUKIT SINGAPORE (415875)	* Deposit \$500 - 17/9/18 Mers
	Hereinafter known as the "OWNER" of one part	(ID. *)
Vehicle	Make & Model: Toyutu Prius Alpha	(A)
	Registration Number: Swa 2869소	MISVEL WIS
Hereinafter kr	nown as the "VEHICLE" of one part	
REMARK:		
DOWNTIME PETROL VO	: ( <u>14</u> days) UCHER: \$1500 MW Voucher. Signature:	
	Name:	Khing Chin Siong
	NRIC:	S0113549Z
	Company's Stamp:	

+ )

#### 1. TERMS OF RENTAL

- 1.1 The OWNER will let and the HIRER will take on hire upon the terms and conditions the VEHICLE.
- 1.2 The contract is for a fixed period of 12 MHVS commencing from this date 17/15/18
- 1.3 For extension of lease/rental term, confirmation for the extension shall be endorsed by HIRER on the annex A subjected to the OWNER's approval and asset availability.

#### 2. PAYMENT OF RENTAL

- 2.1 The rental rate is \$\frac{\\$\frac{\}{\sigma}}{\sigma}\$ per day, with interest-free security deposit of \$\frac{\\$\\$\\$\ \begin{align\*} \begin{align\*} \O \in \infty \end{align\*} \text{refundable upon completion of the contract period and return of vehicle in fit and proper condition.
- 2.2 The HIRER shall pay the OWNER the full rental rate and the interest-free security deposit upon the collection of the VEHICLE.
- 2.3 The HIRER shall pay the OWNER all charges relating to the rental of the VEHICLE, together with any additional amount that may be due at the end of the rental. Where the HIRER is a company, the HIRER shall be jointly and severally liable with the owners of the business/company.
- First reminder will be sent on the 3<sup>rd</sup> day after due date with no penalty incurred.

  OWNER will charge a late payment penalty of a daily increment of 5% interest on weekly principal amount\_in lapse until the full payment of all overdue amounts is collected or letter of demand will be issue
- 2.5 The HIRER will pay the OWNER on demand; expenses for collection or repossession, including court fees and reasonable attorney's fees, incurred by OWNER in pursuing claims against HIRER.

#### 3, TERMINATION OF RENTAL

- 3.1 This Contract shall terminate if the HIRER is in breach of any of his or her obligations under this Contract.
- 3.2 This Contract shall terminate if the HIRER is facing or awaiting bankruptcy proceedings.
- 3.3 Should the HIRER terminate the Contract prematurely, the HIRER will be liable to pay the OWNER the balance of the unused period during the fixed term, including all rentals due and unpaid (including interest) at the date of termination. The interest-free security deposit will be forfeited. Section 2.5 will apply when applicable.
- 3.4 The OWNER reserves the right to terminate the Contract at any time for breach of Clause 5.4 or default under Clause 2. In which case, Clause 2.5 shall apply and the interest-free security deposit will be forfeited.
- 3.5 Upon termination of the Contract, the HIRER shall return the VEHICLE and all its accessories, tools and documents as stated in Section 4.

#### 4. VEHICLE CONDITION AND RETURN

- 4.1 VEHICLE is delivered to the HIRER in good condition. The HIRER agrees to return the VEHICLE in the same working condition with no unauthorized repair (except ordinary wear and tear) to the OWNER and on the date specified (or sooner, if demanded by OWNER) with the fuel level as per commencement date of rental.
- 4.2 OWNER shall be responsible for reasonable maintenance and repair only, as per recommended by the manufacture or appointed workshop. OWNER shall also change worn or bald tyres when necessary. HIRER shall be responsible for punctured or cracked tyres due to negligence. HIRER shall also be responsible for suitable tyre pressure and similar, basic maintenance like radiator water/oil level. HIRER will inform OWNER immediately when vehicle due for servicing/maintenance.
- 4.3 HIRER shall not fix any accessories to or modify the VEHICLE in any way without prior written consent of the OWNER and prior to the expiry or termination hereof to remove any approved accessories and to reinstate the VEHICLE to its former conditions at all costs of the HIRER, HIRER shall not remove or deface any label marks or indicia affixed to the VEHICLE.
- 4.4 In the event of accidental damage to the VEHICLE or if the VEHICLE is returned in an unsatisfactory condition, all charges for repair, damage cost, servicing and/or restoration works to its original condition will be imposed to the HIRER.
- 4.5 If the VEHICLE is lost/theft due to negligence, accidental total loss or confiscated for illegal acts by government authority during the rental period and while in the possession of the HIRER/Driver, the HIRER shall pay OWNER the full cost of the VEHICLE or the cost of obtaining a replacement vehicle as well as compensation to OWNER for the loss of use of such vehicle for the period required to obtain the replacement vehicle.

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4.6 The "loss of use" shall be the charges of rental rate as agreed by the HIRER in this agreement. Section 2.5 will apply when applicable.

#### 5. AUTHORIZED AND PROHIBITED USE

- 5.1 The VEHICLE can only be driven by the HIRER or by the person whom have been expressly authorized. HIRER shall also inform OWNER of any changes of Driver/s and/or authorized person without delay. Failure to do so, OWNER shall not be responsible: (a) for the incorrect furnishment of particulars for traffic offences; (b) declined coverage of motor insurance.
- 5.2 The HIRER (and authorized Driver/s) will be liable for the policy excess for all damage/s and claims incurred during the rental contractual period.
- For Passenger vehicles, HIRER (and authorized Driver/s) must be more than 22 years of age and below 69 years of age, the first S\$ 1500 (Section I) & S\$ 1500 (Section II) will be charged for Singapore use only. HIRER has to inform OWNER should the VEHICLE require to be used in Malaysia, an additional excess of S\$ 2000 (Section II) will be charged for Malaysia use. Towing in Malaysia shall be at the hirer's own expense. Take Note that our policy does not cover any driver who is below 22 years old or with less than 2 years driving experience.
- 5.4 The VEHICLE must NOT be used;
  - (a) for testing or racing or for illegal purposes whether in connection with theft, drug peddling or trafficking, smuggling of goods or any other criminal activities.
  - (b) in abusive, careless reckless or negligent manner;
  - (c) by anyone under the influence of alcohol, intoxicants, medication or drugs which will affect the ability to drive or operate the VEHICLE;
  - (d) to carry chemicals and goods that are improperly packed or contain offensive smelling or contaminated or hazardous or flammable products;
  - (e) by anyone whom OWNER has been given a false name, age, address or other information.

#### 6. LIABILITY INSURANCE

- The Hirer or authorized driver(s) shall report all accidents involving the said vehicle to the Owner immediately and should there be bodily injuries also to the police not later than 24 hours after the accident and will also deliver to OWNER every summon, complaint or paper of any kind received by HIRER and authorized Driver in any way relating to any accident involving the VEHICLE while rented under this Agreement.
- 6.2 The HIRER (and authorized Driver/s) will not aid or encourage the filing of any claim by any third party claimant or admit liability as a result of any accident and will cooperate fully with OWNER and its insurer in the investigation and defense of any claim or lawsuit. All repairs must be carried out by OWNER or its insurer's authorized workshop unless with prior approval by OWNER.
- 6.3 Coverage does NOT apply to:

( )

- (a) injury to or destruction of property owned by, rented to, in charge of or transported by the HIRER;
- (b) any liability of any nature whatsoever of a driver who is not an Authorized Driver; an accident which occurs while Vehicle is violation of Section 5;
- (c) any Authorized Driver who has been rejected insurance coverage by any insurance company.
- (d) Failure to comply point 5 and 6 shall result in hirer / driver bearing full responsibility of any claims or lawsuits.

#### 7. CHANGE OF VEHICLE

- 7.1 If for any reason, the VEHICLE or any vehicle ordered by the HIRER prior to the commencement of the period of rental is not available at the time of commencement, OWNER shall have the right to replace the vehicle with an alternative vehicle of the similar type, seating capacity and performance but not necessarily with the same make and model.
- 7.2 For the purposes of servicing or repair to be carried out by OWNER, OWNER will substitute the VEHICLE with another vehicle but not necessarily with one of the same make and model. This replacement is variable at OWNER'S discretion.

A)

#### 8. HIRER'S COVENANT

The HIRER agrees with OWNER as follows:

- (a) To operate or cause the VEHICLE to be operated at all times during the terms hereof by qualified drivers having valid and current license;
  - (b) NOT make or permit to be made any repairs or adjustments to the VEHICLE but shall promptly notify the OWNER of all cases of breakdown or damage.
  - (c) To pay for all fines and penalties in respect of arising out of the use of the VEHICLE that may be imposed by any authority in relation to traffic offences.
  - (d) To inform OWNER when VEHICLE is due for servicing and servicing shall only be done at OWNER appointed workshop.
  - (e) To constantly check and maintain VEHICLE engine oil and radiator level and to inform OWNER immediately of any malfunction of VEHICLE,
  - (e) The Hirer shall not abandon the said vehicle without adequate provisions for safeguarding and security the same time.
  - (f) Failure to comply with any term(s) or condition(s) of this vehicle rental contract will render the Hirer liable for all costs, third party claims or lawsuit. The Owner shall not be liable for any cost, claims or lawsuit.

# 9. ACCEPTANCE OF RENTAL

Signed by the OWNER

ESTEEM LEASING PTE. LTD.

IN WITNESS WHERE OF the parties hereto having set their respective hands and seals and of the day and year first above written.

10.

1 )

8 KAKI BUKIT AVENUE 4 #02-42 PREMIER @ KAKI BUKIT SINGAPORE (415875) (Registration No. 201807215D)	)))))
Signed by the HIRER Name: Kning Chin Stand (NRIC/Registration No. Company's Stamp Soll3 Ty 9 Z (if applicable)	)





<b>ELPL2018</b>	/00000
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Signature of personal guarantor	)
Name of guarantor	)
I/C No:	j
Address	)
Signature of Witness	)
Name	<i>)</i>
	,
I/C No:	)
Address	)

#### 11. PAYMENT

Company Holder: ESTEEM LEASING PTE LTD

Account Number: 042-1110-3960

Bank: MAYBANK(MALAYAN BANKING BERHAD)

OR

BANK: UNITED OVERSEAS BANK (UOB) Account Number: 042-1110-3960



Land Transport Authority 10 Sin Ming Drive Singapore 575701

GST Registration No.: M4-0006529-2

Print Date/Time:

25 Sep 2019 / 16:24:24

Receipt Date/Time:

25 Sep 2019 / 16:24:24

#### Tax Invoice/Receipt

Receipt No.: ITNET-00000-190925-002579

Previous Receipt No.:

S/N Item Description/ Business Transaction Reference No.		Amount Before GST (S\$)	GST Amount (S\$)	Amount After GST (S\$)
Result of Insurance Enquiry - SMF3028R As at 18 Sep 2019/07:15:00 Insurance Co: AIG ASIA PACIFIC INSURANCE 1 Insurance Enquiry - SMF3028R	PTE. LTD.			
Enquiry Fee 20190925162335461462		7.00	0.49	7.49
	Sub-Total	7.00	0.49	7.49
	Total Before Rounding	7.00	0.49	7.49
	Rounding Difference			0.04
	Total Amount Payable			7.45
	Paid By			
	20190925162349628 <sup>Dii</sup>	ect Debit; eN Internet Ba	ETS Debit inking)	7.45
	Total			7.45
	Cash Change			0.00
	Tendered Amount			7.45
	Excess Refundable Amount			0.00

#### THANK YOU AND HAVE A NICE DAY!

Please ensure that all payments to the Authority are good and promptly settled by the payment service provider / financial institution. Otherwise, the transaction and receipt is considered void and late fee may apply.