

PSTERM PERFORMANCE PTE LTO

SKW 9595 P

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

Your Ref: SKW 9595 P

Our Ref: CIV1302978 / SME 4476 D

Date:

09.03.2020

we are submitting these

AIG ASIA PACIFIC INSURANCE PTE LTD

AIG Building 78 Shenton Way #07-16 Singapore 079120

RE

: ACCIDENT INVOLVING

SME 4476 D & SKW 9595 P

ACCIDENT DATE

26.10.2019

ACCIDENT ALONG

DUNEARN ROAD

SME 4476 D which was involved in the We are the workshop for the owner of motor vehicle no: 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. S \$ 7,575.69 1 Cost of repair 946.00 S \$ 2 Loss of rental 11 days @ \$ 86 / day 0.00 S \$ 3 Surveyor Fee S \$ 0.00GIA report fees (S\$ 15.00 for search fee & S\$ 14.00 4 for each report fee) 7.45 S \$ 5 LTA Fee S\$ 8,529.14

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

- Authorization letter a)
- Final repair bill(s) b)
- LTA search c)
- GIA report(s) / result d)
- 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

Coumen Lim

Claims Executive

Email: carmen@esteemperf.com.sg

LETTER OF AUTHORITY

To Whom It May Concern:

ACCIDENT INVOLVING SME 4476 D & SKW 9595 P ALONG DUNEARN ROAD
ON 26.10.2019 @ 11:30
I, ESTEEM LEASING PTE LTDNric No201807215D
of _8 KAKI BUKIT AVENUE 4 #02-42 PREMIER @ KAKI BUKIT SINGAPORE (415875)
Owner of motor vehicle no. SME 4476 D 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.
COLLEG.
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 discharg
voucher on my behalf.
Signature of Owner

"The contents of this document apply to vehicle damages only All personal injuries and damages arising therefrom are excluded from the ambit and application of this document"

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 S\$7,575.69 (Repair Cost), S\$860.00 (Loss of Use/Rental), S\$7.45 (Disbursement) for vehicle no. SME4476D that was damaged pursuant to the accident which occurred on 26/10/2019 (date) along DUNEARN ROAD (location) involving vehicle no/s SKW9595P. This is pursuant to the inspection conducted on 29/10/2019 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner **ESTEEM LEASING PTE LTD**(the third party claimant") of vehicle no. **SME4476D** 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 <u>SME4476D</u>(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

Final No

CER1302263

AIG BUILDING

ATTN: Motor Claim Department

Claim No: Final No:

CIV1302978

78 SHENTON WAY

Date:

27 Feb 2020

#07-16 SINGAPORE 079120

Policy No:

5110341793(DRIVO

Veh Reg No:

SME4476D

Make/Model:

TOYOTA PRIUS ALPHA

HYBRID 1.8S CVT

Your Ref No:

SKW9595P

Chassis No:

ZVW400029990

Claim Type:

Third Party 26/10/2019

Engine No: Reg. Date:

2ZR0B92392 28/09/2018

Accident Date: TP Veh Reg No:

SKW9595P

Tax Invoice to Vehicle No :SME4476D

	Description	Quantity	List Price	Amount
	Others		<u>\$\$</u>	<u>S</u> \$
1	COST OF REPAIR	1 PCS	7,080.08	
		_	7,080.08	7,080.08
			Total	S\$ 7,080.08
		Add GS	ST @ 7%	495.61
		Total Amoun		S\$ 7,575.69

TOTAL: SINGAPORE DOLLAR SEVEN THOUSAND FIVE HUNDRED SEVENTY FIVE AND CENTS SIXTY NINE ONLY
The above vehicle was surveyed by KENNETH on 29/10/2019

For Esteem Performance Pte Ltd

E. & O. E.

AUTHORISED SIGNATURE

	NO: ELPL2019/0000
	CONTRACT IS MADE ON THE 01, OCT, 2019
Between	Name: Foo Lo Eng Lawrence (NRIC/Registration No. S7333454I)
	Having a Correspondence address at: BIK 6900 Chox Chu Keing Crescent #08-84 (8) 683690
	#08-84 (8) 683690
,	TEL: 91991828 Recontract
	NEXT OF KIN NAME COH LAT HUA H/P 96372140
	Hereinafter known as the "HIRER" of one part
And	ESTEEM LEASING PTE. LTD. (Registration No. 201807215D)
	Having an address at: 8 KAKI BUKIT AVENUE 4 #02-42 PREMIER @ KAKI BUKIT SINGAPORE (415875)
	Hereinafter known as the "OWNER" of one part
Vehicle	Make & Model: 7. Prius Alpha
	Registration Number: SME 4476P
REMARK: DOWNTIM	
	Name: Foo Lo Eng Lawrence
SALESPER	SON: Ali'cià NRIC: S73334547
	Company's Stamp:

Page 1 of 6

1	ι.	TERMS OF RENTAL				
1	1.1	The OWNER will let and the HIRER will take on hire upon the terms and conditions the VEHICLE.				
		The contract is for a fixed period of				
	1.2 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{\\$86 \lambda_{-}}{\}\ \text{per day, with interest-free security deposit of }\frac{\\$85}{\}\ \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.				
	2.4	Reminder will be sent on due date. OWNER will charge a late payment penalty 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. HIRBR 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.

HIRER shall not fix any accessories to or modify the VEHICLE in any way without prior written consent of the OWNER 4.3 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.

- 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.
- 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

- 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.
- 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\$ \(\frac{1000}{000} \) (Section I) & S\$ \(\frac{1000}{000} \) (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\$ \(\frac{1000}{000} \) (Section I) & S\$ \(\frac{1000}{000} \) (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. Windscreen Excess \$\frac{100}{000} \) and Excess 2 \(\frac{100}{000} \) is given for the term of contract not covered for Malaysia used. Subsequently hirer will have to pay the excess as stated in the contract.

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.
- 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.

Page 3 of 6

(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 VBHICLE 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.

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.

ACCEPTANCE OF RENTAL

9.

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

Signed by the OWNER ESTEEM LEASING PTE. LTD. 8 KAKI BUKIT AVENUE 4 #02-42 PREMIER @ KAKI BUKIT SINGAPORE (415875) (Registration No. 201807215D)) desteem
Signed by the HIRER Name: <u>foo to Eng Lawrencl</u> (NRIC/Registration No. <u>S 7333444</u> I Company's Stamp (if applicable)	
Signature of Witness Name 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: 451-3086-304

DAYTIME

BREAKDOWN: 9729 2526

BOOKING SERVICING: 6459 1221

MIDNIGHT

TYRE PUNCTURED: 9136 7185

UNI TOWING: 8868 992 / 8686 0800

> Back to OneMotoring

Land Transport 😡 Authority

Land Transport Authority 10 Sin Ming Drive Singapore 575701

GST Registration No.: M4-0006529-2

Print Date/Time:

26 Oct 2019 / 15:33:07

Receipt Date/Time: 26 Oct 2019 / 15:33:07

Tax Invoice/Receipt

Receipt No.: ITNET-00000-191026-001305

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 - SKW9595P				•
As at 26 Oct 2019/11:30:00				
Insurance Co: AIG ASIA PACIFIC INSURAN	ICE PTE, LTD.			
1 Insurance Enquiry - SKW9595P				
Enquiry Fee		7.00	0.49	7.49
20191026153232865575				
	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			
	xxxxxxxxxxx5823	Credit Card: Visa/MasterCard		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.



51 UBI AVE 1, #01-25 PAYA UBI INDUSTRIAL PARK, SINGAPORE 408933 TEL: (065) 62563561 FAX: (065) 62564315

Our Ref: CC4/AIG19019232/Kka3

07 January 2020

CHEN YING YU DORINA 89 KISMIS AVE SINGAPORE 598265

Dear Sir/Madam,

ACCIDENT INVOLVING SKW9595P / SME4476D/ OTHERS ALONG/ AT DUNEARN ROAD ON 26/10/2019

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.

Pursuant to the above said accident wherein you and/or your authorized driver had amongst other information given us your version of how the accident had occurred, we as the appointed agent of your insurers shall proceed to negotiate for an amicable settlement with third party claimant.

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.

You are aware that your No-Claim Discount (NCD – if applicable) will be with held for the time being. Pending for final allocation of liability in settlement by our principal AIG Asia Pacific Insurance Pte Ltd.

Please call us if you have further queries.

Yours faithfully,

Khanchna

Case Handler DID: 6841 2360 FAX: 6741 4108

Email: khanchna@lkkauto.com

c.c. AIG Asia Pacific Insurance Pte Ltd (Motor Claims Dept)