

趙 源 摩 哆
Chew Goon Motor

新加坡宏茂桥第 2A 工业园第五道大牌十号门牌十五,十六,十七(一楼)及门牌五(三楼)
Blk 10, Ang Mo Kio Industrial Park 2A, Ave. 5, #01-15, 16, 17 & #03-05, AMK Autopoint
Singapore 568047

Business Reg. No: 221880/00C GST Reg. No: MX-0486007-A0

TEL: 6484 1626 (24Hrs) FAX: 6484 0465

◀ 修理各种汽车敲焊打吗咭喷漆等 ▶

Date : 18.06.2020

Your Reference : SLP3091R

THE MOTOR CLAIM DEPARTMENT
AIG ASIA PACIFIC INSURANCE PTE. LTD
78 Shenton Way
#07-16 AIG Building
Singapore 079120

Dear Sir,

ACCIDENT ON : 13.03.2020
ALONG / AT : CARPARK LOT 12 ALONG JALAN RUMIA
INVOLVING : SKJ8406C & SLP3091R

We wish to have a "Direct Settle" to the above matter.

We enclose herewith the following documents for your perusal and attention.

1. Final repair bill for \$3,210.00(Include GST)
2. Letter of Authority
3. Third Party Discharge Voucher
4. Motor Accident Report made by SKJ8406C
5. Certificate of Insurance
6. Vehicle of Registration Log Card
7. Third Party Insure Enquiry Charges @\$2.00 (SLP3091R)
8. Rental (8days X \$120/-) @\$1,027.20 (Surveyor Recommend 5D Working + Rental for 1D Pre-repair Inspec + 2D Weekend) (**with gst**)
(In 16.03.2020 Out 21.03.2020)

Thank you.
Yours faithfully

Chew
.....

TAX INVOICE NO. 24368

◀ 修理各种汽车烧焊打吗咭喷漆等 ▶

Date 18.06.2020

Chew

C/O BLK 10 ANG MO KIO IND. PARK 2A
AVE 5, #01-15, 16 & 17 AMK AUTOPOINT
SINGAPORE 568047

DATE :

THE MOTOR CLAIMS DEPARTMENT

AIG ASIA PACIFIC INSURANCE PTE LTD
78 SHENTON WAY
#07-16 AIG BUILDING
SINGAPORE 079120

DEAR SIRs,

ACCIDENT ON : 13.03.2020
ALONG/AT : CARPARK LOT 12 ALONG JALAN RUMIA
INVOLVING : SKJ8406C & SLP3091R

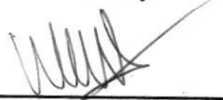
I/ We /am /are the registered owner of vehicle no. SKJ8406C which was involved
in the above mentioned accident with your insured vehicle no. SLP3091R.

As the accident was caused due to the gross negligence on the part of your insured driver of
vehicle no. SLP3091R . I/we have no alternative but to look to you for
compensation for the losses sustained as a result of the above accident.

Presently, my/ our vehicle is lying at **M/S CHEW GOON MOTOR** of Blk 10, Ang Mo Kio
Industrial Park 2A, Ave 5, #01-15, 16 & 17 AMK Autopoint, Singapore 568047. Telephone
6484 1626. Kindly arrange to have it surveyed by your assessor, failing which I / we shall
authorised my/ our repairer to proceed on with the repairs and the final bills will be
forwarded to you for settlement.

Thank you.

Yours faithfully





TO WHOM IT MAY CONCERN
LETTER OF AUTHORITY

ACCIDENT ON 13.03.2020 AT CARPARK LOT 12 ALONG JLN RUMIA
INVOLVING SKJ8406C & SLP3091R

I, TAN WEINI NRIC No. S8322520C

OF BLK665 HOUGANG AVE 4 #06-367 S 530665

Owner of motor vehicle registration No. SKJ8406C

insured by NTUC INCOME INSURANCE

under policy no. 5115585562 do hereby authorise **M/S CHEW GOON MOTOR** of
Blk 10 Ang Mo Kio Ind. Park 2A, Ave 5, #01-15, 16 & 17 AMK Autopoint Singapore
568047 as my authorised representative to write, negotiate & settle claim on my behalf in my
claim against the owner and/or driver of motor vehicle registration no. SLP3091R
in respect of the above mentioned accident.

I also hereby authorise that the agreed settlement sum be made in favour of my
representative **M/S CHEW GOON MOTOR** and that the said payment be forwarded to them
as full and final discharge of my claim. I hereby exonerate the
AIG ASIA PACIFIC INSURANCE and/or their insured and/or driver of vehicle
no. SLP3091R from any liability after payment of any claim to my authorised
representative **M/S CHEW GOON MOTOR**.

Signature :  
(Company's stamp if necessary)

Dated : _____

WITHOUT PREJUDICE to:
(a) Insurers' Subrogated Claim and/or
(b) Any Personal Injury Claims
[Note: This Notice supersedes any inconsistencies
found in this Discharge Voucher]

THIRD PARTY'S DISCHARGE AGREEMENT

Claim ref. : _____

To M/s : AIG ASIA PACIFIC INSURANCE

In consideration of your paying at my request to **M/S CHEW GOON MOTOR** of **Blk 10 Ang Mo Kio Ind. Park 2A, #01-15, 16 & 17, Ave 5, Singapore 568047** the sum of Dollars : FOUR THOUSAND TWO HUNDRED THIRTY NINE AND CENTS TWENTY ONLY

(\$ 4,239.20) being cost of repair carried out to my/our motor vehicle no : SKJ8406C. All actions, claims and damages arising out of and, in consequence of an accident occurring on 13.03.2020 at CARPARK LOT 12 ALONG JALAN RUMIA between SKJ8406C & SLP3091R

I/We furthermore agree that the foregoing sum is voluntarily accepted as full and final compromise and settlement of all claims, that the payment of the said amount shall never be construed as an admission of liability by the parties hereby reached.

Signature :   Witness : _____

Name : Tan Wei Ni Name : _____

NRIC No. : S 8322520C Date : _____

Address : Blk 665 Hougang Ave
4 #06-367 S 530665

Date : _____

WITHOUT PREJUDICE to:
(a) Insurers' Subrogated Claim and/or
(b) Any Personal Injury Claims
[Note: This Notice supersedes any inconsistencies found in this Discharge Voucher]



RELEASE VOUCHER
(AIG Asia Pacific – EXPRESS THIRD PARTY CLAIM)

"We/I, CHEW GOON MOTOR ("the workshop") hereby confirm that we/I have reached an agreement with the appointed surveyor of AIG Asia Pacific Insurance Pte. Ltd. KENNETH ("name of surveyor") with respect to the amount claimed for S\$ 3,210.00 (repair costs), S\$ 1,027.20 (loss of use/rental) S\$ 2.00 (search fees) for vehicle no. SKJ8406C that was damaged pursuant to the accident which occurred on 13.3.20 (date) along CARPARK LOT 12 ALONG JALAN RUMIA (location) involving vehicle no/s SKJ8406C & SLP3091R.

This is pursuant to the inspection conducted on 16.3.2020 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner TAN WEINI ("third party claimant") of vehicle no. SKJ8406C 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 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 SKJ8406C (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 AIG appointed surveyor



Chopped & Signed by "the workshop"



WITHOUT PREJUDICE to:

- (a) Insurers' Subrogated Claim and/or
 - (b) Any Personal Injury Claims
- [Note: This Notice supersedes any inconsistencies found in this Discharge Voucher]



AUTHORIZATION TO ACT
(AIG Asia Pacific – EXPRESS THIRD PARTY CLAIM)

I, TAN WEINI ("the third party claimant")
of BLK665 HOUGANG AVE 4 #06-367 S 530665 (address),
owner of SKJ8406C (vehicle no.) hereby authorize
CHEW GOON MOTOR

("the workshop") to act for me with respect to my claim for repair costs and/or
rental and/or loss of use ("claim") for my vehicle no. SKJ8406C that was
damaged pursuant to the accident which occurred on 13.3.2020 (date) along
CARPARK LOT 12 ALONG JALAN RUMIA (location)
involving vehicle no/s SKJ8406C & SLP3091R ("the accident").

I further authorize the workshop to settle the above mentioned claim in a
manner that they deem fit and the workshop is further authorized to receive
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.

Date this _____ day of _____ (month) 20____ (year)

Signed by "the third party claimant"



Signed by "the workshop"

WITHOUT PREJUDICE to:

- (a) Insurers' Subrogated Claim and/or
- (b) Any Personal Injury Claims

[Note: This Notice supersedes any inconsistencies
found in this Discharge Voucher]



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



GENERAL INSURANCE ASSOCIATION OF SINGAPORE
RECORDS MANAGEMENT CENTRE
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Operating Hours: Monday to Friday 9am to 5pm
GST Registration No: M400017735

RECORDS MANAGEMENT CENTRE

Third Party Insurer Enquiry

Our Ref No: GR-20-043882
Date of Request: 14/03/2020
Your Ref No: Online Purchase

Chew Goon Motor
Blk 10 Ang Mo Kio Industrial Park 2A
#01-15/16 & 17, AMK Autopoint
Singapore 568047

Dear Sir/Madam,

Enquiry Date: 14/03/2020
Enquiry By: Liu Yan Jing
TP Vehicle No: SLP3091R
Accident Date: 13/03/2020

Enquiry Result

TP Vehicle No.	Insurer	Period of Insurance	Insurer Tel. No.
SLP3091R	AIG Asia Pacific Insurance Pte. Ltd.	03/06/2019-02/06/2020	65-6419-3000

Thank You.

The images provided to you are taken from the original reports forwarded to the centre by the members of the General Insurance Association of Singapore and we take no responsibility for their accuracy or contents and shall be under no liability whatsoever for any loss or damage arising out of or in connection with the reports or their images.

This is a computer generated document and requires no signature.

TAX INVOICE

Our Ref No: GR-20-043882
Date of Request: 14/03/2020
Your Ref No: Online Purchase

Chew Goon Motor
Blk 10 Ang Mo Kio Industrial Park 2A
#01-15/16 & 17, AMK Autopoint
Singapore 568047

Dear Sir/Madam,

Enquiry Date: 14/03/2020
Enquiry By: Liu Yan Jing
TP Vehicle No: SLP3091R
Accident Date: 13/03/2020

DESCRIPTION	AMOUNT (\$)
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

SOON LEE CAR RENTAL

Block 10, Ang Mo Kio Industrial Park 2A, Avenue 5 #03-05, AMK AutoPoint, Singapore 568047

Tel: 6484 1976 Fax: 6484 0465 Registration No.: 52936075J

TAX INVOICE

RENTAL OF CARS, VANS

出租: 汽车、广告车

HIRER'S PARTICULARS

If Different From
Section ①

I/We

Chew Groom Motor
of Blk 10, Ang Mo Kio Industrial Park 2A, Ave 5, #01-15, 01-16 (main),
01-17 Amk AutoPoint S 568 049 Tel: 6484 1626

hereinafter called "the Hirer" hereby confirm having agreed to hire this day from SOON LEE CAR RENTAL hereinafter called "the Owner" the undermentioned Vehicle at the rental fees as shown below and I further agree that I shall be held responsible for:-

a) THIRD PARTY ONLY MOTOR VEHICLE COVERAGE

the Excess which is the maximum amount of \$2000 to cover for any third party damage or injury claims and also bear the full cost of any damage caused to the hired Vehicle resulting from any single accident including loss from inability to let the same Vehicle out on hire or loss resulting from theft and destruction of the Vehicle.

b) COMPREHENSIVE MOTOR VEHICLE COVERAGE

the Excess which is the maximum amount of \$1000 for any damage caused to the hired Vehicle from any single accident or any loss resulting from third party damage claim, injury claim, theft or destruction of the Vehicle.

whether or not such damage or loss is by person/persons known or unknown to me or by negligence or any breach by me of the Terms and Conditions of Hire, hereafter mentioned and printed at the back hereof:

Vehicle Regn. No. 車輛注册號碼		SLM 72110		Rental Agreement 合同號碼		No. A 1465	
Section ① Hirer's And/Or Driver's Particulars 租車者 / 駕駛員個人記錄				租出日期及時間 Date & Time OUT 16/3/20			
姓名 Name: Tan WEIN;				交車日期及時間 Date & Time IN 21/3/20			
地址 Address: Blk 665 Hougang Ave 4				Chargeable		Rates	Amount
#06-367 S 530665				8 天 Days		@ \$120	960.00
居民證/護照號碼 I/C No./Passport No: 883225200		駕駛執照號碼 Driving Licence No:		星期 Weeks		@ \$	
居民證/護照種類 Type of I/C/Passport:		期滿日期 Date of Expiry:		月 Months		@ \$	
出生日期 Date of Birth: 7/8/1983		發出地 Place of Issue:					
三號保險底金 \$1000/=		一號保險底金 \$2000/=		送車/費 Delivery Fees			
a) Third Party Only Policy Excess \$1000/-		b) Comprehensive Policy Excess \$2000/-		總計 Total Charge			
二十二歲或以下或駕車經驗少過兩年 - 額外保險底金 \$2000/=							
c) 22 Yrs Or Below Or Less Than 2 Yrs Driving Experience - Additional Excess \$2000/-							
車輛必須歸還車主於 Vehicle Must Be Returned To Owner's Office By:				按金 Security Deposit			
備注與付款記錄 Remarks & Payment Records				總金額 Total Payable			
				來銀 Amount Paid			
				收車費用 Collection Fees/Misc.			
				超過/小時 Extra Hours @ \$			
出車油箱 Fuel Tank OUT		還車油箱 Fuel Tank IN		租費不包括汽油 Rates Do Not Include Fuel		添油 Refuelling	
車牌號碼 Vehicle No: 1)		起 From:		至 To:			
車牌號碼 Vehicle No: 2)		起 From:		至 To:			
工具 Tools		輪胎 Spare Tyre		裝飾品 Accessories		加額費用 Total Additional Charges	
車輛發出人 Vehicle Issued By:		車輛接收人 Vehicle Collected By:		Sub - Total			
NOTE 注: 租車者或司機必須付所有停車及違反交通法例負起一切的責任。 HIRER AND/OR DRIVER IS LIABLE FOR ALL PARKING AND TRAFFIC VIOLATIONS.				ADD 7% GST			
				總計 Grand Total 1,027.20			

租車者不準載沙、石灰、榴槤與動物。
HIRER MUST NOT CARRY SAND, CEMENT, DURIAN AND ANIMALS ON THE VEHICLE.

我/我們同意以上及後頁租車公司所列的條規與條件。

I/We have read and hereby agree to the terms and conditions on both sides of this rental agreement.

日期
Date:

16/3/20

租車者簽名
Signature of Hirer:



1. AGREEMENT FOR HIRE

- 1.1 The Owner will let and the Hirer will take on hire upon the following terms and conditions the motor vehicle described in the Schedule hereto (hereinafter called the "Vehicle") and the Hirer shall be a bailee of the Vehicle and no interest in it shall pass to the Hirer.
- 1.2 The hiring shall commence on the date and at the time specified in the Schedule and shall continue for the period and end on the date and at the time therein as stated unless extended by the Owner as expressly requested by the Hirer.
- 1.3 The decision to extend the hiring of the vehicle shall be at the sole discretion of the Owner.
- 1.4 In the event that the Owner grants the extension as requested, the terms and conditions of this Agreement for Hire will apply during such period of extension.
- 1.5 The Owner reserves the right to refuse any request for extension without giving any reasons for such refusal.

2. HIRE CHARGE

- 2.1 The Hirer having paid in cash prior to the commencement of this Agreement the hire charge specified in the Schedule hereto as security for the due performance and observance by the Hirer of all singular the terms and conditions on the part of the Hirer to be performed and observed. Provided Always that if the Hirer shall perform and observe all the said terms and conditions herein during the whole term, the Owner shall on expiration of the said terms repay the deposit to the Hirer without interest thereon.
- 2.2 If the Hirer shall fail to return the vehicle at the expiration of the period of hire then without prejudice to the other rights of the Owner the Hirer shall pay to the Owner for every hour elapsing between the time of such expiration and the time the vehicle is returned to the Owner at such a rate the Owner may in its discretion think fit.

3. DEPOSIT

- 3.1 The Hirer shall also pay in cash prior to the commencement of this Agreement the deposit specified in the Schedule hereto as security for the due performance and observance by the Hirer of all singular the terms and conditions on the part of the Hirer to be performed and observed. Provided Always that if the Hirer shall perform and observe all the said terms and conditions herein during the whole term, the Owner shall on expiration of the said terms repay the deposit to the Hirer without interest thereon.
- 3.2 The Owner shall (without prejudice to his other rights against the Hirer) be at liberty to retain out of such deposit:
 - (a) the amount of any loss or damage for which the Hirer is responsible hereunder;
 - (b) any amount due or owing to the Owner by the Hirer;
 - (c) any additional charge payable hereunder.
- 3.3 The Hirer shall not be entitled to deduct or offset any outstanding hire charges or any other amount payable under this Agreement from the deposit during the said terms of such period of extension.
- 3.4 The deposit shall be forfeited immediately if the Hirer breaches any term or condition in this Agreement.

4. VEHICLE REPAIRS

- 4.1 The Hirer shall not service or permit the servicing of the vehicle and shall not make or permit to be made any repairs replacements or adjustments to the vehicle or any part or accessory thereof without the Owner's prior approval.
- 4.2 In the event that any servicing or repairs replacements or adjustments to the vehicle or any part thereof is done or permitted by the Hirer or Authorized Operator without the Owner's prior approval, the Owner shall not be responsible or liable for the costs or expenses and damages whatsoever incurred as a result of such unauthorized servicing repairs replacements or adjustments. The Hirer shall be responsible and liable for the costs and expenses of rectification works to the Vehicle. Any costs or expenses and damages are to be borne by the Hirer.
- 4.3 Any servicing repairs replacements or adjustments required to be done by reason of any damages or defect caused by the negligent use of the Vehicle by the Hirer or the Authorized Operator shall be borne by the Hirer.

5. EXCLUSION OF LIABILITY

- 5.1 NO WARRANTY OR REPRESENTATION OF ANY KIND EXPRESS OR IMPLIED IS GIVEN BY THE OWNER IN RESPECT OF THE VEHICLE AND THIS AGREEMENT CONTAINS NO CONDITION OR WARRANTY EXPRESS OR IMPLIED AS TO ITS QUALITY OR FITNESS FOR ANY PURPOSE.
- 5.2 THE OWNER SHALL NOT BE UNDER ANY CIRCUMSTANCES LIABLE TO MAKE ANY PAYMENT TO THE HIRER IN RESPECT OF OR TO INDEMNIFY THE HIRER AGAINST ANY LOSS OR INJURY OR DAMAGE SUSTAINED BY THE HIRER OR BY ANY THIRD PARTY INCLUDING BUT NOT LIMITED TO THE LOSS OF LIFE AS A RESULT OF THE PRESENCE OR USE OF THE VEHICLE OR AS A RESULT OF ANY DEFECT THEREIN OR BREAKDOWN THEREOF AND IN TAKING DELIVERY OF THE VEHICLE THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS ALL RESPECTS ROAD-WORTHY AND IN A PROPER AND SAFE CONDITION.

6. RETURN OF VEHICLE / CONDITION ON RETURN

- 6.1 Upon the expiration or termination of this Agreement the Hirer shall return the Vehicle to the Owner at the renting location or at such other address as specified on the reverse side or at such other address as the Owner specifies and on the due date stated on the reverse side in good order and condition (fair wear and tear resulting from proper use thereof excepted) failing which the Hirer shall be liable to reimburse the Owner for all costs of restoring the Vehicle to such good order and condition.
- 6.2 The Vehicle will have a tankful of premium grade petrol or diesel, whichever is applicable, upon delivery to the Hirer and shall be returned by the Hirer at the end of the rental period with the same tankful of premium grade petrol or diesel, whichever is applicable, failing which the Hirer shall pay the Owner the cost of topping up the petrol or diesel, whichever is applicable.

7. REPOSSESSION

- 7.1 If the Vehicle is not returned in accordance with clause 6 or if the Hirer is in breach of any terms of this Agreement, the Owner shall be entitled to repossess the Vehicle at the Hirer's expenses at any time without giving him prior notice and the Hirer irrevocably authorizes the Owner his servants or agents to enter into and unto any premises in which the Vehicle may be in order to view, repair, inspect or to repossess the same without being liable to any actions or proceedings at the suit of the Hirer or any person claiming under or through him. In such event, the Hirer shall pay the Owner a repossession fee of \$100.00 without prejudice to any other claims which the Owner may have against the Hirer.
- 7.2 Where the Owner has cause to repossess the Vehicle arising out of and in accordance with the terms and conditions of this Agreement and suffers loss and damage as a result, including but not limited to any breach of a third party's proprietary rights, the Hirer shall indemnify the Owner the full extent of such loss and damage.

8. CARE USE AND CUSTODY OF VEHICLE

- 8.1 The Hirer and the Authorized Operator shall at all times drive the Vehicle in a careful and skilful manner, observing the traffic regulations and laws and in the event of any breach thereof, the Hirer shall pay all fines and penalties which may be incurred and shall also answer all Police and Traffic Court Summonses, Notices and inquiries in connection therein. In the event that the Hirer fails to pay such fines or penalties the Owner reserves the right to pay such charges on behalf of the Hirer to the authorities but the Owner thereafter is entitled to be reimbursed in full in addition to imposing a surcharge not exceeding Fifty Dollars (\$50.00) for service and administration cost by the Owner against the Hirer.
- 8.2 The Hirer shall ordinarily keep the Vehicle at the Hirer's address as set out in the Schedule hereto or such other address as the Owner may from time to time approved in writing and will keep the Vehicle free from distress, execution or other legal processes.
- 8.3 If the Vehicle becomes subject to distress, execution or other legal processes in relation to the Hirer's affairs, the Hirer shall recover the Vehicle at his own cost and expense. In the event that the Hirer is unable to for any reason or refuses to recover the Vehicle, the Owners reserves the right to recover the Vehicle and the Hirer shall indemnify the Owner all costs and expenses incurred as a result thereof.
- 8.4 The Hirer shall notify the Owner of any change in the Hirer's address and shall upon request by the Owner of the whereabouts of the Vehicle.
- 8.5 The Hirer shall not take or allow the Vehicle to be taken outside the mainland of the Republic of Singapore or off a paved road without written consent of the Owner and shall keep the Vehicle at all times in his possession and custody and not part with the possession of custody to any other person or person except as herein provided.
- 8.6 The Hirer shall use for the Vehicle premium grade of petrol or such fuel as specified by the manufacturers of the Vehicle.
- 8.7 During the period of this Agreement, the Hirer or the Authorized Operator shall ensure that the Vehicle is provided with sufficient petrol, motor oil (provide free at Owner's premises only),

water, prescribed tyre pressure and repair of punctured tyres at their own expenses failing which the Hirer shall be liable for the full cost of repairs including loss of rental income arising from the Hirer's of Authorized Operators' negligence to keep the Vehicle in proper running condition resulting in any damage caused to the Vehicle or any inconvenience caused to the Owner.

9. PROHIBITED USE

- 9.1 The Vehicle shall not be used:
 - (a) to carry passengers or load in excess of the Motor Vehicle's Licensed carrying capacity;
 - (b) by the Hirer or the Authorized Operator or any other persons under the influence of any drug, alcohol or intoxicating liquid or substance;
 - (c) to carry persons or property for hire;
 - (d) to propel or tow any vehicle, trailer or other object;
 - (e) participate in any race test or contest or any purpose other than the stated purpose for hire;
 - (f) instruct an unlicensed person in the operation of the Vehicle;
 - (g) for any illegal or immoral purposes.
- 9.2 The Vehicle shall not be driven by any other person other than the Hirer and the Authorized Operator.
- 9.3 The Hirer and the Authorized Operator shall be between the ages of Twenty One (21) and Sixty (60) years old and holding a minimum of 2 years regular and qualified driving experience. The Hirer hereby declares that neither the Hirer nor the Authorized Operator will exceed the age of Sixty (60) years old during the rental period.
- 9.4 The Hirer further declared that the information given by him to the Owner, his servants or agents whether oral or in writing including that contained herein is neither false nor misleading.

10. NO LIABILITY FOR PROPERTY

- 10.1 The Owner is not responsible for loss or damage to any property left stored loaded or transport by the Hirer or the Authorized Operator or any other person in or upon the Vehicle or left with any agents or servants of the Owner at any time or place or at the Owner's premises prior to during or after the rental period including any property in any vehicle repossessed in accordance with the provisions of this agreement and the Hirer hereby agrees to indemnify the Owner its agents and servants and hold them harmless from any such claims. The Owner is free to dispose of any property left in the Vehicle at the expiration of the rental period at his own absolute discretion without being liable for costs, expenses or damage as a result thereof.

11. INSURANCE

- 11.1 The Hirer acknowledges that he is familiar with the general conditions of the Owner's standing policy of insurance which is available for inspection at the Owner's office (during normal office hours). The Hirer agrees to fulfill all the obligations of the insured and not to do anything which could endanger or minimize the protection afforded by the insurance. The Vehicle covered under either:
 - a) Third Party Only Motor Vehicle Coverage containing an Excess of \$1000/- on Section II or any amount prescribed by the Policy in force. In the event of a collision the Hirer shall pay to the Owner on demand the Excess which is the maximum amount of \$1000/- to cover for any third party damage or injury claims (insurance liability for third party damage claims limited to \$500,000) and also bear the full cost of damage caused to the hired Vehicle including loss of rental income. However, arrangements may be made at the request of the Hirer for waiver of collision damage to the hired Vehicle upon payment to the Owner the prescribed fees as evidenced by his initial in the Collision Damage Waiver (C.D.W.) Agreement subject to the terms and conditions indicated in the C.D.W. Agreement. C.D.W. DOES NOT WAIVE THE EXCESS SUM AND IS NOT ANY FORM OF INSURANCE POLICY. The Hirer is still liable for all losses or damages caused to the hired Vehicle other than collision with other vehicle.
 - b) Comprehensive Motor Vehicle Coverage containing an Excess of \$2000/- or any amount prescribed by the Agreement in force. In the event of a collision the Hirer will have to pay the Owner on demand the Excess which is the maximum amount of \$2000/- for any damage caused to the hired Vehicle or any third party damage or injury claims.
- 11.2 In the event that the Excess as well as the insurance cover levied by the insurers is increased, the rate for both Collision Damage Waiver and insurance premiums shall be correspondingly increased.
- 11.3 The Vehicle is NOT cover by a motor insurance policy covering personal accident or death liability for the Hirer, or such Authorized Operator of the Hirer and the Owner shall not be responsible for any liability claims, injuries or otherwise for any accident, death or losses arising from the use of the vehicle. However, arrangements may be made at the request of the hirer for such coverage during the period of the hire up to a maximum coverage of \$20,000.00 upon the Hirer paying to the Owner the current rate of premium as evidenced by his initial in the P.A.I. space provided in the Schedule hereto. A copy of such a policy is available for inspection at the Owner's place of business for the time being.
- 11.4 The Hirer or driver shall report all accidents involving the Vehicle to the Owner or the insurance company immediately and the Police not later than Twenty Four (24) hours after the accident. The Hirer or driver shall not acknowledge or compound any claim partially or in full. It is important that they secured the names and addresses of all witnesses as well as the registration number of any and all Vehicle involving in the accident. All communications of letters received from the Police or third party are to be unanswered and referred to the Owner or the insurance company immediately. The Hirer acknowledges that in the event of accident, the Owner will only supply a replacement Vehicle on payment of additional rental. The Hirer will also bear the loss of earning while damaged Vehicle is under repair.

12. PREVIOUS INSURANCE POLICIES

The Hirer declares that no insurance company or underwriter in connection with motor insurance for the Hirer and / or the Authorized driver has at any time:

- (a) declined any proposals.
- (b) refused to renew any policy.
- (c) required an increased premium or imposed special conditions; or
- (d) cancelled any policy.

13. CHANGE OF VEHICLE

- 13.1 If any vehicle reserved by the Hirer prior to the commencement of this Agreement is not available, the Owner shall have the right to replace the same with an alternative Vehicle of similar seating capacity and performance and if no such alternative Vehicle 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 but shall have no other claim of any kind whatsoever against the Owner.
- 13.2 A free replacement Vehicle, if available, will be provided should the original Vehicle be grounded for mechanical repairs, servicing or inspection by the Registry of Vehicles. The Hirer shall be responsible for the petrol consumed of the replacement Vehicle. Petrol used on the original Vehicle during servicing, maintenance or inspection shall be the Hirer's responsibility.

14. ROOF RACK / ADDITIONAL ACCESSORIES

The Hirer hires/affixes a roof rack of other accessories for used on the Vehicle at his own risk, and indemnifies and saves the Owner harmless against all or any liabilities damages or claims arising directly or indirectly from the used thereof.

15. WAIVER

No forbearance, indulgence or relaxation on the part of the Owner shown or granted to the Hirer in enforcing any of the rights or powers of the Owner under this Agreement shall in any way diminish, restrict or prejudice the rights or powers of the Owners under this Agreement or operate as or deemed to be a waiver of any breach of the terms or conditions of this Agreement on the part of the Hirer.

16. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the jurisdiction of the courts of the Republic of Singapore.

17. NOTICE/DEMAND

Any notice or demand required to be given to the Hirer pursuant to this agreement shall be sufficiently served if sent by post or delivered to the address stated on the reverse page or to the last known address of the Hirer and shall be deemed to be made or given on the day it was so left or the day following that on which it was posted as the case may be notwithstanding that the letter may be returned or lost through the post.

18. GENERAL

The person signing this agreement assumes full responsibility, along with the firm, organisation in whose name he might sign.