

XINYA AUTO SERVICES PTE LTD

Add: BLK 1002 BUKIT MERAH LANE 3 # 01-75 , SINGAPORE 159719 TEL : 6270 3481 FAX : 62787522
E-mail : xinyaauto@singnet.com.sg

Our Re: TP 1251/08/20
Yr. Re: SHD 3906B

Date: 17 JUNE 2021

FIRST CAPITAL INSURANCE LTD
36 ROBINSON ROAD
CITY HOUSE
SINGAPORE 068877
ATT: (MOTOR CLAIMS).

WITHOUT
PREJUDICE

RE: ACCIDENT INVOLVING SMT 1045E & SHD 3906B ALONG
COMMONWEALTH AVE WEST ON 12/8/20 AT 0745 HRS.

We refer to the captioned.

Our client, owner of SMT 1045E had authorized us to make direct settlement with you as insurers of SHD 3906B.

The claims are as follows;

1) Cost of repair	\$ 3,889.19
2) Rental 7 days	\$ 770.00
3) LTA search fees	\$ 7.45
	<u>\$ 4,666.64</u>

Please find attached documents as follows;

- Singapore accident statement of SMT 1045E
- Certificate of insurance SMT 1045E
- Surveyor's markings/recommendation (LKK) First Capital panel
- Repairers invoice (58130)
- Rental invoice/agreement (850)
- LTA invoice (ITNET-00000-200813-000562)
- Letter of Authority from claimant FKT TRANSPORT

We appreciate if settlement could be completed soonest.

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

I F.K.T TRANSPORT ("the third
part claimant") of BLK 10 TOH YI DRIVE #02-351
SINGAPORE 590010 (address) ,
owner of SMT 1045E (vehicle no.) hereby authorize
XINYA AUTO SERVICES PTE LTD .

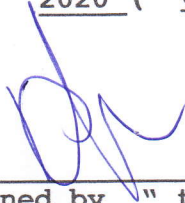
("the workshop") to act for me with the respect to direct settlement of
my claim for repair costs and /or rental and/or loss of use (" claim")
for vehicle no. SMT 1045E that was damaged pursuant to the
accident which occurred on 12.08.2020 (date) Along COMMONWEALTH AVE
WEST TOWARDS HOLLAND DRIVE MARKET (location)
involving vehicle no / SHD 3906B (" 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 13 day of AUGUST (month) 2020 (year)


Signed by " third party claimant"


Signed by " the workshop"
(with chop)



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 : F.K.T TRANSPORT
Address : 10 TOH YI DRIVE
#02-351 TOH YI GARDEN
SINGAPORE 590010
ATTN: ACCOUNT DEPT (MOTOR CLAIMS)

INV NO : 58130
INV DATE : 11.06.2021
VEH NO : SMT1045E
REF NO : TP 1251/08/20

Qty	Description	Unit price	TOTAL
1	REPAIRS WORKS CARRIED OUT TO SMT 1045E FOR ITEMISED REPAIR CLAIMS . REPAIRS CARRIED OUT AS PER SURVEYOR'S RECOMMENDATION. (SURVEYOR RASUL - LKK) ACCIDENT DATED 12 AUGUST 2020.		\$3,889.19

Payment Details

- ☐ T/T upon receipt of Goods
 - ☐ Cheque
 - ☐ Credit (30 DAYS)
 - ☐ Cash
- Name _____
Card No. _____

AMOUNT	\$	3,889.19
LESS EXCESS	\$	-
TOTAL		\$3,889.19

Office Use Only

E & OE

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

XINYA AUTO LEASING & RENTAL PTE LTD

ADDRESS: BLK 1002 BUKIT MERAH LANE 3 # 01-77 , SINGAPORE 159719

TEL: 6273 3481

FAX: 6278 7522

Email: xinyaauto@singnet.com.sg

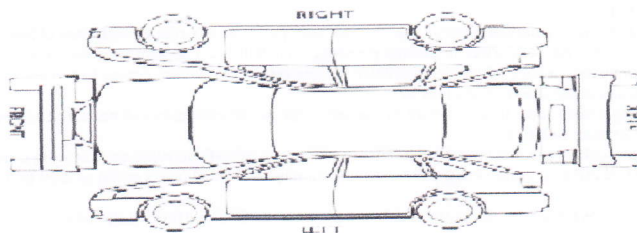
INVOICE TO
F.K.T TRANSPORT
BLK 10 TOH YI DRIVE
#02-351
SINGAPORE 590010

INVOICE NO.	850
DATE	25/08/2020

YOUR VEHICLE	OUR VEHICLE
SMT1045E	SKE6614H

DESCRIPTION	NO.OF DAY	RATE	AMOUNT
RENTAL FOR ACCIDENT CLAIMS SMT1045E FROM 18 AUGUST 2020 TILL 25 AUGUST 12-Jul-05 ACCIDENT DATE: 12 AUGUST 2020	7	\$ 110.00	\$ 770.00
Sub Total			\$ 770.00
TOTAL			\$ 770.00

All cheque must made payable to Xinya Auto Leasing & Rental.
Please write the Vehicle and Invoice number on the reverse



Xinya Auto Leasing & Rental Pte. Ltd.
Rental/Leasing Agreement

(NO. 850)

Details

Vehicle Model:	KIA CERATO FORTE
Vehicle Number:	SKE6614H
Rental Period:	18/08/20 till 25/8/20
Rental/Time Out:	18/08/20
Rental Rate:	1700/hr
Insurance Type:	FLEET
Own Vehicle Excess:	\$2500.00 (Outside Singapore: \$4500)
3rd Party Property Damage:	\$2500.00 (Outside Singapore: \$4500)
Young & Elderly Excess:	\$3000.00
Hirer /Company:	F.K.T TRANSPORT
Hirer Name :	TAN FUEY KUANG
Hirer Driving License:	SXXXX162I PASS DATE: 10/08/1994
Hirer D.O.B:	12/02/1975
Add:	BLK 10 TOH YI DRIVE #02-351 S590010



Terms & Conditions

General Definition

- a. The **Renter** refers to the person representing an entity signing this agreement.
- b. 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.
- c. The word **Xinya** refers to Xinya Auto Leasing & Rental Pte. Ltd.

THE TERMS AND CONDITIONS FOR RENTAL MENTIONED ON FIVE PAGES 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

- a. The Renter acknowledges that the Vehicle is the property of Xinya 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 Xinya requests - in as good order and condition as the vehicle was when collected by the Renter from Xinya.
- b. 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.
- c. 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:
 - i. The Vehicle must not be overloaded;
 - ii. At all times the Vehicle must be provided with sufficient oil, water and the prescribed tire pressure;
 - iii. When not in use, the Vehicle must be properly parked and locked.

2. Payment

- a. 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.
- b. The refundable deposit specified by Xinya from time to time, is payable by the Renter to Xinya on delivery of the Vehicle. Xinya 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 Xinya.

3. Usage

- a. The Renter shall use the Vehicle with all reasonable care and shall not;
 - i. 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
 - ii. Carry passengers in excess of the limit for which the Vehicle is licensed; or
 - iii. Participate in any race test or contest or for any purpose other than a domestic or for reward; or
 - iv. Use the Vehicle for the purpose of giving driving lessons; or
 - v. Use, operate or drive the Vehicle under the influence of any intoxicating substance or liquid; or under the influence of any drug; or
 - vi. Do or allow or cause anything to be done, or omit to do, allow or cause anything to be done, whereby Xinya' Vehicle Insurance Policy shall no longer be effective.
- b. 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.
- c. 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 Xinya, 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.

- d. 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 Xinya.

Accident and Insurance

- a. The Vehicle is NOT covered by a policy of insurance covering personal injuries to or death of the Renter or his driver. Xinya 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.
- b. 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 Xinya 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 Xinya;
 - 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 Xinya' insurers immediately of such accidents and submitting a duly completed Motor Accident Report Form;
 - delivering to Xinya 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 Xinya to provide assistance in any litigation or investigation of such accident.
- c. The Renter expressly agrees to pay Xinya 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 Xinya 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 Xinya any and all damage and insurance claims, which he may have in this connection and agrees that the same be paid directly to Xinya.
- d. Xinya 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 Xinya 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

- a. Any early termination initiated by the Renter will result in the forfeiture of deposit.
- b. Xinya reserves the right to pursue beyond the insurance excess from Hirer in the event of vehicle theft.
- c. The Renter expressly agrees to pay Xinya 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 Xinya 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 Xinya any and all damage and insurance claims, which he may have in this connection and agrees that the same be paid directly to Xinya.
- d. Xinya 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 Xinya 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.
- e. 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/they might 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.
- f. Arising out of any breach by the Renter or any of the terms and conditions of this Agreement;
- The Renter shall pay Xinya on demand all losses and damages suffered by Xinya 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 Xinya from Xinya' 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 Xinya for taking any legal proceedings to enforce the provisions of this Agreement.
 - The Renter shall at all times indemnify and keep indemnified Xinya and shall save and keep Xinya harmless against all losses, damages, claims, penalties, liabilities and expenses including legal costs however arising or incurred by Xinya.
- Provided however, that if the Vehicle is operated by the Renter in accordance with all the terms and conditions of rental hereof
- g. If the Vehicle is not returned to Xinya 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, Xinya 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 authorize Xinya, 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.
- h. The Renter is responsible for Electronic Road Pricing fees during the operative hours.
- i. 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 Xinya free from all claims including but not limited to privacy act and allowed Xinya at anytime to monitor the position of the Vehicle.
- j. The Vehicle may be equipped with Engine Immobilize System. If the Renter is in breach of any of the terms of this Agreement, Xinya reserve all it's rights to immobilize the Vehicle at any time without giving prior notice to The Renter. Xinya 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 Xinya fully indemnify against all claims whatsoever.
- k. No relaxation, forbearance or indulgence by Xinya in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of Xinya.
- l. This Agreement and Vehicle cannot be assigned or transferred by Renter. The Renter remains responsible regardless of any attempted assignment.
- m. This agreement shall be governed by and is construed in accordance with the laws of Republic of Singapore.

Renter Name: **TAN FUEY KUANG**

Renter NRIC: SXXXX1621

Date: 18/08/20

Signature:



8.50am





Land Transport Authority
10 Sin Ming Drive
Singapore 575701
GST Registration No. : M4-0006529-2

Print Date/Time : 13 Aug 2020 / 09:38:49

Receipt Date/Time : 13 Aug 2020 / 09:38:49

Tax Invoice/Receipt

Receipt No. : ITNET-00000-200813-000562

Previous Receipt No. :

S/N Item Description/
Business Transaction Reference
No.

Amount Before GST (S\$)	GST Amount (S\$)	Amount After GST (S\$)
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Result of Insurance Enquiry - SHD3906B

As at 12 Aug 2020/07:45:00

Insurance Co: MS FIRST CAPITAL INSURANCE LIMITED

1 Insurance Enquiry - SHD3906B
Enquiry Fee
20200813093711954498

7.00	0.49	7.49
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Sub-Total

7.00	0.49	7.49
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Total Before Rounding

7.00	0.49	7.49
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Rounding Difference

0.04

Total Amount Payable

7.45

Paid By

418238XXXXXX4489

eNETS Credit Card

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.

