Address: 1 Defu Lane 6 Singapore 539365 Tel: 6858 5151 Fax: 6858 0877

Our Ref : TP012092020-GBD6161J Date : 11/11/2020

Your Ref: SH9179S

M/s MS First Capital Insurance Ltd

Attn: Motor Claim Department - LKK Jia Le

Without Prejudice Save As To Costs

Dear Sir/Madam,

#### ACCIDENT INVOLVING GBD6161J & SH9179S ON 10.09.2020

We refer to the above accident.

It appears that your insured is the proximate cause of the accident.

We herewith enclose the relevant supporting documents to substantiate our client's property damage claim as our client has authorized us to quantify, to act and to reach settlement on behalf.

√Original Tax-invoice number	√Original rental invoice number
O SAS / AS & IS / police report	O police result
√Certificate Of Insurance	O Vehicle search result
√Authorisation To Act	0

The quantification of our client's property damage claim is as follows:-

	Total	\$ 7.034.50
c)	Loss of use (11.09.2020 to 13.09.2020) (\$80.00 x 3 days)	\$ 240.00
b)	Rental fees (14.09.2020 to 21.09.2020)	\$ 749.00
a)	Cost of repair (inclusive GST)	\$ 6,045.50

<sup>\*</sup> Owner / Driver's injury and other losses exclude in this claim.

Please acknowledge receipt of this Letter of Demand within fourteen (14) days.

If you are agreeable to the above, please forward discharge voucher for our client's signature and payment issued directly to "Tan Lim Motor Pte Ltd" within 28 days.

Yours faithfully,

Patricia Tan

Email: pt@tlmotor.com.sg

# TAX-INVOICE NUMBER: TP0920/020



(Please quote our reference number TP012092020 for payment)

MS First Capital Insurance Ltd

Date: 28/09/2020

Vehicle No:

GBD6161J

Model:

NISSAN NV200 1.5

Description

Amount

To lump sum repair as recommended by surveyor.

\$5,650,00

Sub Total \$5,650.00 Add 7% GST

\$395.50

Total

\$6,045.50

Tan Lim Motor Pke Ltd

#### Citi-Lux Pte Ltd

1 Defu Lane 6 Singapore 539365 Tel: 6100 0328

finance@citilux.com.sg

www.citilux.com.sg GST Registration No. : 201026049G

Company Registration No.: 201026049G



### Invoice To

# Tax Invoice

M/s Asia Pacz Pte Ltd c/o M/s Tan Lim Motor Pte Ltd 7030 Ang Mo Kio Avenue 5 #01-07 Northstar AMK Singapore 569880 Invoice No:

INV20/214/TL

Invoice Date:

21/09/2020

Description		Am	ount
Rented Vehicle: SKM7199R - Toyota Vios 1.5E Auto Rental from 14/09/2020 to 21/09/2020 7 days @ \$100.00 per day		\$	700.00
	Sub-total	\$	700.00
	7% GST	\$	49.00
[] SEP 2020]	Totai	\$	749.00
BY: 401318948			

No official receipt will be issued. This is a computer generated document. No signature is required.



Citi-Lux Pte Ltd c/o 1 Defu Lane 6 Singapore 539365

GST /UEN No : 201026049G

(Representative of Citi-Lux)

RENTAL AGREEMEN	IT REFERENCE: CT	TL00 <u>164-</u> /20		Date: 14-09-3000
Vehicle Details				
Registration No.	SANTIAOP	Make / Model /	Canacity:	Toyota vias 1-5E Auto
rtogiotiation mon	become it december in the common and	niinninninni	ouparty.	22.00.000
Hirer Details				
Name: Asta Pac	be god 3			
NRIC/Fin/UEN No.:	19910340501		Contact N	lame:
Tel (H/O):	H/P	6261 6161		
1st Driver Details				
Name: Makthum	<u>9 m24 i10</u>	atusa	NRIC	/Fin No.: <u>63380089T</u>
Address: 7630 Av	a mo kão Avenue	#101/ F0-10# d	nstar Am	it Shygapore 569860
Driving License No:		Class	: 3A(3)/4/5	5
Tel (H/O):		H/P): 9029 7	<u> </u>	
Name:				/Fin No.:
Driving License No: _				
Tel (H/O):	(1	H/P):		
owner with an addition	ctly for Singapore and excess of \$300	use only and may 0,00 collision dama	driven out o	of Singapore with prior consent of the
杂类会类或类类会主要的主要的主要的主要的主要的主要的主要的主要的主要的主要的主要的主要的主要的主	*常看家家老女家家泰泰泰裔裔泰泰安哥家爱金家泰安	2县交函裁实表交面或实验交交交交交交交交交交	*******	安永县食家南岛有量交换海南安全安全省海安全全安全公司海安全安全的海安全的安全的安全的安全的安全的安全的安全的安全的安全的安全的安全的安全的安全的安
Rental period from	1409/2020 @,	1630 WS	to Similario	1/09/2020 Q1730/125
Rental charges S\$	/ <i>೯೦ - ೯</i> ೦ p/day	y for	day/s	
Deposit collect S\$	nonnaimenaimenonnanimemmenaimeimeimeimeimeimeimeimei			
Total rental charges :	ss <u>749-06</u>	include G	ST	
I/ WE HAVE READ A	& AGREED TO TH	E ABOVE SCHED	ULE AND T VIDED TO B	THE TERMS & CONDITIONS OF THIS SE TRUE AND CORRECT.

Citi-Lux Pte Ltd (hereinafter called the Owner) will let and the hirer named in the schedule hereto (hereinafter called the Hirer) will take on hire upon the following terms and conditions the motor vehicle described in the schedule hereto (hereinafter called the Vehicle).

#### WHEREBY IT IS AGREED as follows:-

- 1. The Hirer shall be a mere bailee of the vehicle and no interest in it shall pass to the hirer. The Vehicle shall at all times remain the property of the Owner and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of the Owner in respect of the Vehicle may be prejudicially affected.
- 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 same time therein stated unless extended as expressly requested by the Hirer.
- 3. The Hirer having paid in cash prior to the commencement of this Agreement the hire charge specified in the schedule no part of such charge shall under any circumstances be refundable. If the Hirer 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 such further hire charge in accordance with the Owner's current rate of hire charges or at such other rate as the Owner may in its absolute discretion think fit.
- 4. The Hirer shall also pay in cash prior to the commencement of the period of hire the deposit specified in the schedule. The Owner shall (without prejudice to his other rights against the Hirer) be at liberty to retain out of such deposit:-
  - (i) the first portion of any damage or loss for which the Hirer undertakes to be responsible regardless of negligence as set out in the schedule;
  - (ii) the amount of any loss or damage for which the Hirer is responsible under the provisions of Clause 7 hereof;
  - (iii) any additional charge payable under Clauses 3 and 13 hereof.
- 5. The Vehicle may only be driven by the Hirer or by the person or persons who have been expressly designated and authorised in the schedule hereof. The driver or drivers must be in possession of a valid driving licence and shall at all times drive the Vehicle in a careful and skillful manner, observing the traffic regulations and laws 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 therewith. Particular attention is to be accorded to the following:-
  - (i) the Hirer shall ensure that the Vehicle do not carry load or passengers in excess of the Motor Vehicle's Licensed carrying capacity (i.e. one driver and four passengers);
  - (ii) the Hirer shall not drive the vehicle whilst under the influence of intoxicating liquor or drugs;
  - (iii) it is expressly forbidden to hire the Vehicle out to third persons or to let unauthorised persons or learners to use the Vehicle or permit the Vehicle to be used for purposes which conflict with the law (for instance: in connection with theft, drug trafficking, smuggling or any other criminal action) or for the purposes of test or racing. Failure to comply may entail serious consequences as the Hirer assumes full responsibility and in the event of the Vehicle being seized, confiscated or forfeited under this Clause the Hirer shall indemnify the Owner to the value of the vehicle or replace the same at his own expense with a similar vehicle of equal value and shall bear all costs and expenses to which the owner may incur or be put or exposed.
- The Hirer shall not take the Vehicle outside Singapore, including without limitation, Malaysia without prior written consent of the owner and payment of additional charges to the Owner.

- 7. The Hirer acknowledges that he is familiar with the general conditions of the Owner's standard policy of insurance which is available for inspection at the Owner's office (during the normal office hours). The Hirer agrees to fulfill all the obligations of the insured and not to do anything which could endanger or minimized the protection afforded by the insurance. The Vehicle is under motor insurance policy containing an optional Excess Clause of any amount prescribed by the policy in force. The optional Excess Clause may be waived upon payment of a prescribed charge by the Hirer on the current premium rate.
- 8. The Vehicle is NOT covered by a motor insurance policy covering personal accident or death liability by the Hirer, his passengers or such additional driver of the Hirer and the Owner shall not be responsible for any liability, claims, injuries or otherwise for any accident, death or other losses arising from the use of the vehicle. However, agreements may be made at the request of the Hirer for such coverage during the period of the hire up to a maximum coverage of \$\$50,000/- 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.
- 9. The Hirer or driver shall report all accidents involving the Vehicle to the Owner or the insurance company immediately or no later than 24 hours after the accident. The Hirer or driver shall not acknowledge or compound any claim either partially or in full, it is important that they secure the names and address of all witnesses as well as the Registration number of all vehicles involved in the accident. All communications or letters received from the police or third parties are to be unanswered and referred to the Owner or insurance company immediately.
- 10. The Owner shall not under any circumstances be liable to make any payment to the Hirer in respect of or to indemnify the Hirer against any loss injury or damage sustained by the Hirer or by any third party as a result of the presence or use of the Vehicle or as a result of any defect therein and in taking delivery of the Vehicle the Hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in a proper and safe condition.
- 11. The Hirer shall be solely responsible for and hold the Owner fully indemnified against all costs and expenses (including costs on a Solicitor and Client basis) which may be brought against or incurred by the Owner as a result of any accident involving the Vehicle or suffered or incurred by the Owner a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Agreement.
- 12. If for any reason the Vehicle described in the schedule or any other vehicle ordered by the Hirer prior to the commencement of the period of hire is not available at the time of such commencement, the Owner shall have the right to replace the vehicle with an alternative vehicle of similar seating capacity and performance and if no such alternative vehicle is available 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. The Hirer shall pay for the cost of petrol during the period of hiring PROVIDED ALWAYS that the hirer having taken delivery of the vehicle with a full tank of petrol shall return it likewise failing which the Owner shall be entitled to refill the tank and the cost thereof shall be recoverable from the Hirer.
- 14. On or prior to the expiration of the period of hire, the Hirer shall return the Vehicle to the Owner in as good order and condition as the Vehicle was when collected by the Hirer from the Owner.
- 15. No relaxation forbearance or indulgence by the Owner in enforcing any of the terms and conditions of the Agreement shall prejudice or affect the rights and powers of the Owner hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.
- 16. Any additions or alterations to the terms of this Agreement shall be in writing and mutually agreed to by the parties concerned.
- This Agreement shall be governed by and is construed in accordance with the laws of the Republic of Singapore.

arg.

## AUTHORIZATION TO ACT

(Company's stamp if applicable)

TO : TAN LIM MOTOR PTE LTD
FROM: OWNER OF VEHICLE NUMBER 480 6/6/J
accident involving 54 91795
ALONG/AT (TE CCity) ON 10/09/2020
I/We hereby authorize you to act on my/our behalf in pursuance of my/our claim for losses arising out of the above accident.
This letter serves as the 'AUTHORITY TO ACT'
I/We also hereby authorize all agreed settlement payment be made in favour to TAN LIM MOTOR PTE LTD.
Name Asia Pacz Pte Ltd
NRIC (Last 4 character) 199103705 M
Date 11/09/2020
Signature
Owner's / Hirer's signature / RTP

### CERTIFICATE OF INSURANCE

MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) ACT (CAP 189) REPUBLIC OF SINGAPORE. MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) RULES 1960 (REPUBLIC OF SINGAPORE). ROAD TRANSPORT ACT 1987 (MALAYSIA). ROAD TRANSPORT (AMENDMENT) ACT 2019 (MALAYSIA). THE MOTOR VEHICLES (THIRD PARTY RISKS) RULES, 1959 (MALAYSIA).

Certificate No.: Z20VC05005056

Type of Cover: COMPREHENSIVE

I. Index Mark and Vehicle Registration Number

NISSAN NV200 1.5L MT ABS AIRBAG 2WD 6DR EURO 5

- GBD6161J

2. Name of Policy Holder

ASIA PACZ PTE LTD

3. Effective Date of the Commencement of Insurance

for the purpose of the Act

24/03/2020

4. Date of Expiry of the Insurance

23/03/2021

5. Person To Drive

(A) THE POLICYHOLDER.

(B) ANY OTHER PERSON WHO IS DRIVING ON THE POLICYHOLDER'S ORDER OR WITH HIS/THEIR PERMISSION.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

6. Limitations as to use

USE IN CONNECTION WITH THE POLICYHOLDER'S BUSINESS.

USE FOR THE CARRIAGE OF PASSENGERS (OTHER THAN FOR HIRE OR REWARD)IN CONNECTION WITH THE POLICYHOLDER'S BUSINESS.

USE FOR SOCIAL, DOMESTIC AND PLEASURE PURPOSES.

THE POLICY DOES NOT COVER:-

USE FOR HIRE OR REWARD OR FOR RACING, PACEMAKING, RELIABILITY TRIALOR SPEED TESTING.

USE WHILST DRAWING A TRAILER EXCEPT THE TOWING OF ANY ONE DISABLED MECHANICALLY PROPELLED VEHICLE.

Excess

: \$\$ 500,00 (SECTION 1)

S\$ 2,500.00 (SECTION 1) ADDITIONAL EXCESS FOR YOUNG AND/OR INEXPERIENCED DRIVERS S\$ 100.00 WINDSCREEN EXCESS (EXCESS WILL BE DOUBLED ON SUBSEQUENT CLAIMS)

Condition

: ACCIDENT REPAIRS AT LONPAC'S AUTHORISED WORKSHOPS

\* Limitations rendered inoperative by Section 95 of the Road Transport Act 1987 (Malaysia) or Section 8 of the Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore are not included under heading.

I/WE hereby certify that this covering Note is issued in accordance with the provisions of Part IV of the Road Transport Act 1987 (Malaysia) and Motor Vehicles (Third-Party Risks and Compensation) Act (Cap 189) Republic of Singapore.

CHIEF EXECUTIVE (Singapore Branch)

User ID: TIMESINSBRK1 Date Issued: 23/03/2020