



India Int'l Insurance Pte Ltd
64 Cecil Street
#04-05 IOB Building
Singapore 049711
Attention: Motor Claims

"Without Prejudice"

Your Ref :

Our Ref :

Date : 29 December 2020

Subject : **ACCIDENT INVOLVING VEHICLES SMV7676J & SMF9623H ON 19.11.2020**

Dear Sirs

We refer to the above matter.

The accident was caused solely by the negligence on the part of your insured. As a result of the said accident, our client has suffered losses which are set out hereunder as follows:-

Cost of repair	:	S\$	4244.69
Car Rental	:	S\$	385.20
GIA search fee	:	S\$	2.00
Total	:	S\$	4631.89

A copy of each of the following supporting documents is enclosed:

1. Copy of Final Repair bill & GIA search slip
2. Copy of Car Rental bill & Car Rental Agreement & Certificate of Insurance
3. Copy of Letter of Authorisation & Discharge Voucher

Performance Motors
Limited
1800-Call-BMW
(1800-2255-269)
www.pml.com.sg

303 Alexandra Road
Sime Darby
Performance Centre
Singapore 159941
Tel Sales 6319 0100
Tel Aftersales:
6319 0111
Fax 6474 7770

315 Alexandra Road
#01-01
Sime Darby
Business Centre
Singapore 159944
Tel Sales 6319 0511
Tel Aftersales
6319 0527
Fax 6479 6624

280
Kampong Arang Rd
East Coast Centre
Singapore 438180
Tel Aftersales
6319 0888
Fax 6344 1332

Registered office
305 Alexandra Road
#02-01
Vantage
Automotive Centre
Singapore 159942

Co. Reg. No:
197401559W

Please note that you or your insured should send us an acknowledgement of receipt of this letter within fourteen (14) days from the date of this letter, failing which our client will have no alternative but to commence legal proceedings against you without any further notice to you or your insured.

Should you have a counterclaim against our client arising out of the accident, you are also required to send a letter giving full particulars of the counterclaim together with all relevant supporting documents within eight (8) weeks of your receipt of this letter.

For any correspondence, please contact Ms Caroline Tan at 6319-0174 / Fax. 6479-4601 or email to pml-pbsp@sime-darby.com.sg.

Yours sincerely

Cresendo Lagman
Customer Service Manager, Body & Paint

Bernard Wan
Service Manager – Body & Paint

Performance Motors Limited

A member of the Sime Darby Group



LETTER OF AUTHORISATION

ACCIDENT INVOLVING SMV7676 J & SMF9623H ON 19.11.2020.

I, Lee Kok Yong Allan owner of Vehicle Registration No. SMV7676 J hereby authorise **Performance Motors Limited** to submit, correspond, negotiate and settle my claim for cost of repair and/or uninsured losses arising from the above accident.

I further authorise **Performance Motors Limited** to execute, sign, seal and deliver all documents whatsoever in relation to this matter and to accept and receive any payment due to me in respect of my claim above.

I hereby declare that all acts and documents done by virtue of this Letter of Authorisation on my behalf shall be good valid and effectual to all intents and purposes whatsoever as if the same had been done or executed by me in person.

I further confirm that the acceptance by **Performance Motors Limited** of the settlement amount in respect of such claim shall constitute the full discharge of my claim in respect of such loss and damage.

Signed by:

Name: LEE KOK YONG ALLAN (Date) 20/11/2020
NRIC No.: S9240880I

In the presence of:

Name: Inthiran A/L Thurasamy (Date)
NRIC No.: Performance Motors Limited
303 Alexandra Road
Sime Darby Performance Centre
Singapore 159941

EXPRESS SETTLEMENT

DISCHARGE VOUCHER III-Direct Settlement (PODS)

India Ref: MPIC 2020D0002429
Claimant Ref: SMV7676J

We/I, Performance Motors Limited ("the workshop") hereby confirm that we/I have reached an agreement with the appointed Surveyor of India International Insurance Pte Ltd LKK Auto Consultants Pte Ltd (name of Surveyor) with respect to the amount claimed for S\$ 4244.69 (repair cost), S\$ 385.20 (loss of use/rental), S\$ 2.00 (search fee), vehicle no. SMV7676J that was damaged pursuant to the accident which occurred on 19/11/20 (date) at KPE (location) involving vehicle no. SMF9638H (insured vehicle). This is pursuant to the inspection conducted on 1/12/20 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner Lee Kok Yung Allan ("the third party claimant") of vehicle no. SMV7676J 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 India International 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 cost of repairs and/or rental and/or loss of use pursuant to the damage to SMV7676J (vehicle no.) as a result of the accident.

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

We/I authorize you to pay the total amount of S\$ 4631.89 to Performance Motors Limited.

Dated this 29 day of Jan 20 21

CLAIMANT:

Signature:

Signed by "the workshop" (with chop)

Name:

NRIC:

Address:

Nationality:

Occupation:

Inthiran A/L Thurasamy
Performance Motors Limited
303 Alexandra Road
Sime Darby Performance Centre
Singapore 159941

WITNESS:

Signature:

Signed by appointed Surveyor

Name:

NRIC:

Address:

Nationality:

Occupation:



LKK Auto Consultants Pte Ltd

1996071982

51 Ubi Ave 1 #01-25

Paya Ubi Industrial Park S 408933

303, Alexandra Road
Sime Darby Performance
Singapore 159941
Tel. 63190100 (Sale)
63190111 (After)
Fax. 64747770280, Kampong Arang
East Coast Centre
Singapore 438180
Tel. 63190888 (Aft)
Fax. 63449773315, Alexandra Road
Sime Darby Business
Singapore 159944
Tel. 63190528 ()
63190533/530 ()
Fax. 64796601 ()
64796624 ()

SERVICE TAX INVOICE

Repair Order No. : B1 1511267	Page No. : 1 of 2
Date IN : 01/12/2020	Invoice Number : 2325094 / WSB
Motor Claim Advisor: Inthiran A/L Thurasamy	Invoice Date : 24/12/2020
	Payment Terms : 30 Days From Invoice
	Invoice By : Toh Jing Xuan

- CUSTOMER INFORMATION -

Mr Lee Kok Yong, Allan
134 Bedok Reservoir Road
#05-1225

Singapore 470134

- INVOICE TO - 219

India Int'l Insurance Pte Ltd
64 Cecil Street
#04-05 IOB Building
Singapore 049711

REGN. NO.	CHASSIS NO.	REGN. DATE	MODEL	MILEAGE
SMV7676J	WBA5F32080FJ64240	20/10/2020	320I	2363

- - - - L A B O U R 1 - - - -

To replace rear bumper and attachments including remove
attachments to facilitate repair.

NETT

850.00

To respray rear bumper.

934.00

To check electrical wiring system and lighting at the
rear section for proper function.

150.00

To remove old PDC assembly and reconnect to new bumper
including conduct check for proper function.

150.00

Sundries

80.00

INS CLAIMS : ACCIDENT REPAIR. DIRECT SETTLEMENT.

0.00

DATE OF ACCIDENT : 19.11.2020. 3RD PARTY CAR : SMF9623H.

YOUR REF NO : MPC2020D0002429/SN.

VEHICLE WAS SURVEYED BY MR RASUL FROM LKK AUTO ON
01.12.2020 AT 10:45AM. AUTHORISED REPAIR BY MR SUNDARI
NAGARAJAN FROM INDIA INT'L INSURANCE ON 27.11.2020 VIA
EMAIL.PROPOSE CAR RENTAL = \$385.20. THE AMOUNT IS SUBJECTED
TO

0.00

INSURANCE COMPANY CONFIRMATION.

GIA SEARCH FEE = \$2.00.

0.00

Total Labour 1: 2,164.00

- - - - P A R T S - - - -

REAR BUMPER PANEL PRIMED (BASIS PDC

	Retail
Qty	Price

NETT

1 1,274.95 1,274.95

ADAPTER

1 48.40 48.40

REAR BUMPER CARRIER

1 479.65 479.65

Total Parts : 1,803.00

Performance Motors Limited

A Sime Darby Motors Company
Co. Reg. No. 197401559W GST Reg. No M2-00200

303, Alexandra Road
Sime Darby Performance
Singapore 159941
Tel. 63190100 (Sale)
63190111 (After)
Fax. 64747770

280, Kampong Arang
East Coast Centre
Singapore 438180
Tel. 63190888 (After)
Fax. 63449773

315, Alexandra Road
Sime Darby Business
Singapore 159944
Tel. 63190528 ()
63190533/530 ()
Fax. 64796601 ()
64796624 ()

**SERVICE TAX INVOICE**

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Motor Claim Advisor: Inthiran A/L Thurasamy	Invoice Date : 24/12/2020
	Payment Terms : 30 Days From Invoice
	Invoice By : Toh Jing Xuan

Labour Charges : 2,084.00	Total Labour & Parts Charges : S\$ 3,967.00
Parts Charges : 1,803.00	Less Insurance Excess : S\$ 0.00
Lubricant/Misc : 80.00	Invoice Total Amount Exclude GST : S\$ 3,967.00
	GST @ 7% : S\$ 277.69
	Invoice Total Amount Include GST : S\$ 4,244.69

Computer generated invoice. No signature is required.

Amount Payable Include GST : S\$ 4,244.69

All amounts are in Singapore Dollars.

Work was carried out subject to the Company's Terms and Conditions of Service.

No complaints will be entertained unless reported within seven (7) days of the date of this invoice.

For credit purchases, interest @1% per month will be debited on overdue amounts.





TAX INVOICE

Invoice No. 61 - 29453

Page 1 of 1

MR LIM TJEW YOK

21 JALAN KUANG
488880

SIME DARBY SERVICES PTE LTD

Hertz International Licensee
305 Alexandra Road, #03-01
Vantage Automotive Centre, Singapore 159942
☎ (65) 6447 3388 📠 (65) 6345 7247
✉ reservation.hertz@simedarby.com.sg
Co. Reg. No. 197501065W
GST Reg. No. M2-0021986-4

INVOICE DATE : 04-DEC 2020

R.A. No. 61014464 / Nur Ezham Omar

TITLE	: MR	KILOMETER OUT/IN	: 14768 / 15141
AUTHORIZED DRIVER	: LIM TJEW YOK	KILOMETER DRIVEN	: 373
NRIC/PASSPORT NO.	: S1371574B	PETROL LEVEL OUT/IN	: FULL / FULL
MAKE & MODEL	: BMW 520(I)	DATE & TIME OUT.	: 01-DEC 2020 09:00
CAR REGISTRATION NO.	: SMS5401P / UNIT # : 0003529	DATE & TIME IN	: 04-DEC 2020 13:50
CAR GROUP GIVEN	: K	CHECK IN LOCATION	: SHORT TERM-HQ (SIN61)-HERTZ
CAR GROUP CHARGED	: I	NO. OF DAY(S) CHARGED	: 3 DAY(S)

DESCRIPTION	UNIT PRICE (SGD)	UNIT	AMOUNT BEFORE GST (SGD)	GST @ 7%	AMOUNT (SGD)
INSURANCE CLAIMS PML CUSTOMER RATES 2019					
3 DAY(S) @ \$120.00 / DAY			360.00	25.20	385.20
SUB-TOTAL			360.00	25.20	385.20
REMARKS: BMW OWNER: SMF3359K PML MCA: INTIHAN		TOTAL (SGD) :	360.00	25.20	385.20
* ITEMS NOT SUBJECT TO GST					
		MC XXXXXXXXXXXXX5442			-385.20
		BALANCE DUE			0.00

NOTE:

HIRER WILL BE HELD LIABLE FOR ALL AMOUNT DUE UNDER THIS AGREEMENT; ALL TRAFFIC FINES INCLUDING ADMIN FEES INCURRED DURING PERIOD OF HIRE; ANY COSTS INCURRED BY SIME DARBY SERVICES PTE LTD FOR HIRER'S FAILURE TO REPORT ANY ACCIDENT/DAMAGE WITHIN 24 HOURS. FINAL CHARGES IS SUBJECT TO FULL INSPECTION OF THE VEHICLE BY A COMPANY REPRESENTATIVE.

VANTAGE
AUTOMOTIVE LTD-FORD
305 ALEXANDRA RD
#B1-02
SINGAPORE 159942

SALE

TID:64103675
INVOICE:002906 BATCH:002345
DATE:04/12/20 TIME:13:59:01
**** * 5442 M
APPR:T09236

AMT:SGD 385.20

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT

App Ver:01.66x

This is a system generated invoice hence no signature is required.



***** CUSTOMER COPY *****

**SIME DARBY SERVICES PTE LTD**

Hertz International Licensee

305 Alexandra Road, #03-01

Vantage Automotive Centre, Singapore 159942

☎ (65) 6447 3388 ☎ (65) 6345 7247 ✉ reservation.hertz@sime-darby.com.sg

Co. Reg. No. 197501065W GST Reg. No. M2-0021986-4

TO BE PAID BY

PAYMENT : CASH

HIRER'S DETAILS

TITLE : MR
NAME : LIM TJEW YOK
ADDRESS :

NRIC/PASSPORT NO. : S1371574B

ISSUE: 01/01/1996

ISSUED BY : SINGAPORE

LICENSE : S1371574B

EXPIRY: 31/12/2999

ISSUED BY : SINGAPORE

NATIONALITY :

D.O.B.: 03/03/1959

FREQUENT FLYER NO.:

LOCAL CONTACT : 96578841

HOTEL :

COMPANY'S DETAILS

NAME :

ADDRESS :

IMPORTANT NOTICE

- Hirer is liable for all traffic fines/ fees issued by Singapore/ Malaysia authorities for a grace period of 12 months from the date of car return. A \$10 admin fee will be imposed on top of each fine.
- A security deposit depending on the respective car group rented will be withheld on the Hirer's credit card.
- Accident has to be reported within the next day to Sime Darby Services Pte Ltd. In the event of failure to report, hirer shall be liable for any costs incurred by Sime Darby Services Pte Ltd or claims made by the other party.
- Smoking, durians and pets are not allowed in the vehicle. An additional 3 day's rental would be imposed if smoking and durian smell/pet's fur is detected upon car return.
- Hirer must inform Sime Darby Services Pte Ltd in advance for vehicle drop-off in Hertz Malaysia renting location. A one-way rental fee and Malaysia surcharge are applicable as stated in our One Way Rental policy.
- Hirer is responsible for any missing items/car accessories or loss of keys and will be charged accordingly.
- The excess do not cover i) Car accessories ii) Loss of key iii) Vandalism iv) Alcohol/ Intoxicants/ drugs.
- Vehicles are prohibited to be driven into Thailand.
- Strictly no key-drop services allowed, security deposit will be forfeited.
- No refund will be given for early return and late pickup of vehicle.

The vehicle is rented subject to all terms and conditions on this page and on the reverse side whether printed or handwritten. Hirer represents that they have read, understand and agree with the conditions of the rental agreement. The hirer authorises an amount due under the rental agreement to be charged to the hirer's credit card shown on this form.

x

Hirer

ADDITIONAL DRIVERS:

x

Additional Driver

RENTAL AGREEMENT NUMBER : 61014464

RENTAL LOCATION : SHORT TERM-HQ (SIN61)-HERTZ

CHECKOUT

UNIT # / REGN NO. : 00003529 / SMS5401P
MAKE & MODEL : BMW 520(I)
CAR GROUP GIVEN : K CHARGE: I
KILOMETER OUT : 14,768
PETROL LEVEL OUT : FULL
DATE & TIME OUT : 01/12/2020 09:00
DUE DATE & TIME IN : 04/12/2020 09:00
CHECKIN LOCATION : SHORT TERM-HQ (SIN61)-HERTZ

RENTAL RATES

AS: INSURANCE CLAIMS PML CUSTOMER RATES 2019

DAILY @ S\$ 120.00

EXTRA DAY @ S\$ 120.00

EXTRA HOUR @ S\$ 24.00

TOTAL: S\$ 385.20**FOR RATES TO APPLY**

MINIMUM 24 HOURS.

CAR MUST BE RETURNED TO RENTING LOCATION
ON THE DUE DATE**INSURANCE**

BY INITIALS, THE HIRER

INCLUSIVE LDW

NON-WAIVERABLE DAMAGE EXCESS: S\$ 3,000.00 (SIN USE)

DECLINES PAI @ S\$ 5.00 PER DAY

DECLINES WSC @ S\$ 5.00 PER DAY

THIS CAR IS FOR SINGAPORE USE ONLY. THERE IS NO INSURANCE
COVERAGE FOR USE OUTSIDE SINGAPORE

OTHER CHARGES

FUEL SERVICES @ S\$4.59 / LITRE

CASHCARD PURCHASE: YES / NO

CASH & CHEQUE DEPOSIT

REMARKS

BMW OWNER: SMF3359K

PML MCA: INTHIRAN

HI RESERVATION

RES. ID# SD000008086

Nur Ezham Omar

TACO#:

REF SRC: PHONE

Printed on 01-Dec-2020 10:13

Entered by: Nur Ezham Omar

RENTAL AGREEMENT

1. AGREEMENT FOR HIRE

- 1.2. Where a person or corporation in addition to the Hirer has agreed to pay the rental charges and to be bound by terms and conditions of the Agreement, this Agreement shall be deemed to have been made by the Owner on the one part with the Hirer and such other person or corporation of the second part and the liabilities and obligations of the Hirer and such other person or corporation under this Agreement shall be joint and several save that such other person or corporation shall not be entitled to drive the Vehicle unless expressly authorized in writing by the Owner.
- 1.3. In addition to the Hirer the Vehicle may be driven by any additional driver whose particulars appear on the reverse side, ("Additional Driver")
- 1.4. Unless the context otherwise requires words denoting the singular number shall include the plural and vice versa and in particular where this Agreement is made with the Hirer and such other person or corporation referred to in Clause 1.2 herein the word "Hirer" shall refer to both jointly and severally.
- 1.5. The Hirer hereby takes the Vehicle on hire subject to the terms and conditions on this page on the reverse whether printed or hand written.
- 1.6. The Vehicle is the Owner's property and the Hirer takes possession of the same as mere bailee only. No property in the vehicle shall pass under this Agreement and the Hirer is not the Owner's agent or servant for any purpose.

2. DEPOSIT

- 2.1. The Hirer shall pay the Owner upon the signing of this Agreement the deposit which is equivalent to the excess amount (via credit card payment) specified on the schedule as security for the due performance and observance by the Hirer of all the singular terms and conditions of this Agreement Provided Always and subject to Clause 2.2 that if the Hirer shall perform and observe all the said terms and conditions contained herein during the Rental Period, the Owner shall on expiration of the Rental Period repay the deposit to the Hirer without interest thereon.
- 2.2. 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;
 - (b) any amount due or owing the Owner by the Hirer; and
 - (c) any additional charge payable, pursuant to the terms of this Agreement.
- 2.3. The Hirer shall not be entitled to deduct or offset any outstanding rental charges or any other amount payable by him during this Agreement from the deposit.

3. VEHICLE REPAIRS

- 3.1. The Hirer shall not service or permit the servicing of the Vehicle and shall not make or permit to be made any repairs, replacements to the Vehicle or any part or accessory thereof without the Owner's prior approval.
- 3.2. In the event that any servicing, repairs, replacement or adjustments to the Vehicle or any part thereof is done or permitted by the Hirer or Additional Driver without the Owner's prior approval, the Owner shall not be responsible or liable for the costs or expense of the same, and shall be entitled to recover from the Hirer all costs expenses and damages whatsoever incurred by the Owner as a result of such unauthorised servicing, repairs, replacements or adjustments.
- 3.3. Any servicing, repairs, replacements or adjustments required to be done by reason of any damage or defect caused by the negligent use of the Vehicle by the Hirer or the Additional Driver shall be borne by the Hirer.

4. CARE USE AND CUSTODY OF VEHICLE

- 4.1. The Hirer and/or the Additional Driver shall at all times drive the Vehicle in a careful and skillful manner. The Hirer and/or the Additional Driver shall observe all traffic regulations and laws and in the event of breach thereof, the Hirer shall pay all fines and penalties which may be incurred and shall also answer all Police and Traffic Court Summons, Notices and Inquiries in connection therewith. In the event that the Hirer and/or Additional Driver fail to pay such fines or penalties, the Owner reserves the right to pay such charges on behalf of the Hirer to the appropriate authorities and the Owner shall be entitled to be reimbursed for the total amount paid on such behalf in addition to imposing an administration and service charge of \$550.00.
- 4.2. The Hirer shall ordinarily keep the Vehicle at the Hirer's address described on the reverse side or such address as the Owner may from time to time approve in writing and will keep the Vehicle free from distress, execution or any legal processes.
- 4.3. The Hirer shall notify the Owner of any change in the Hirer's address and shall upon a request by the Owner inform the Owner of the whereabouts of the vehicle.

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 EITHER 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 INJURY OR DAMAGE SUSTAINED BY THE HIRER OR ANY THIRD PARTY AS A RESULT OF THE PRESENCE OR USE OF THE VEHICLE OR AS A RESULT OF ANY DEFECT. THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS IN ALL RESPECTS ROADWORTHY AND IN PROPER AND SAFE CONDITION.

6. RETURN OF VEHICLE/CONDITION ON RETURN

- 6.1. Upon the expiration of the Rental Period or termination of this Agreement, the Hirer shall return the Vehicle to the Owner at the rental location described on the reverse side ("renting location") or at such other address as specified by the Owner described on the reverse side in good order and condition and in the same colour as when the Hirer had collected the Vehicle from the Owner (fair wear and tear resulting from proper use thereof excepted) failing which the Hirer shall be liable to reimburse the Owner on demand for all costs of restoring the Vehicle to such good order and condition and colour.

7. REPOSSESSION

- 7.1. If the Hirer shall during the continuance of this Agreement:
 - (a) fail to pay any rental charge or any charge payable under this Agreement within fourteen (14) days from the date that such payment(s) shall become due and payable whether previously demanded or not; or
 - (b) suffer any distress, execution or writ of seizure and sale or attachment order issue against his property or properties or if any such execution, writ or attachment shall be threatened; or
 - (c) become insolvent or be unable to pay his debts when due or if the Hirer commits any act of bankruptcy or shall have a receiving or liquidation order made against him, or if the Hirer being a company a petition is presented to wind-up the Hirer whether voluntarily or otherwise; or
 - (d) make any arrangement, composition or assignment for the benefit of his or its creditors generally or have a receiver or receiver and manager appointed to take or suffer any similar action in consequence of any debt; or
 - (e) have any cheque given by the Hirer for any payment under this Agreement be dishonoured; or
 - (f) shall do or suffer to be done any act or thing which may prejudice or jeopardise the Owner's property or right to the Vehicle; or
 - (g) be in breach of any of the terms and conditions of this Agreement whether express or implied, in the event case, the Owner may (without prejudice to any other rights the Owner may have against the Hirer) by written notice to the Hirer forthwith determine this Agreement and thereupon the Owner shall be entitled to repossess the Vehicle, and for such purpose the Hirer hereby irrevocably authorises the Owner, his servants or agents without further notice to enter into and upon 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 Hirer or any person claiming under or through him.

8. LOSS OR DAMAGE TO THE VEHICLE/LOSS DAMAGE WAIVER ("LDW")

- 8.1. Subject to clauses 8.2 and 8.3 herein, regardless of fault, the Hirer shall be responsible for any and all loss or damage to the Vehicle including the loss or damage suffered by the Owner resulting from the inability to use the Vehicle or let the same on hire and shall pay to Owner on demand the amount of such loss or damage;
- 8.2. Provided by the Vehicle is used in accordance with the terms and conditions of this Agreement, the Hirer and the Additional Driver are not responsible for loss or damage to the Vehicle arising from accidental fire (not resulting from collision with other vehicles or any act or omission of the Hirer and/or the Additional Driver), theft or act of God;
- 8.3. If the Hirer by electing LDW by ticking on the right of the line "Hirer initials to accept LDW" line on reverse herein) and pays the additional fee for LDW at the commencement of this Agreement and if the Hirer has complied with all the terms of this Agreement, the Hirer's responsibility for loss or damage to the Vehicle due to collision with other vehicles is limited to the amount indicated in the "Non Waivable Damage Excess" ("NWD") and to the tow fees and drop off charges (if any). LOSS DAMAGE WAIVER IS NOT INSURANCE. THE HIRER WILL STILL BE LIABLE FOR THE AMOUNT OF SUCH LOSS OR DAMAGE REFERRED TO IN CLAUSE 8.1 HEREIN FOR DAMAGE TO THE VEHICLE CAUSED OTHER THAN BY COLLISION WITH OTHER VEHICLES.
- 8.4. For avoidance of doubt, LDW does not apply to and the Hirer is always responsible for:
 - (a) the costs of rectifying any tyre damage not attributable to normal wear and tear;
 - (b) accessories missing from the Vehicle;
 - (c) the costs of repairing undercarriage or under-body damage unless it can be attributed to a collision with other vehicles;
 - (d) the costs of replacing damage windscreens;
 - (e) and/or sandblasting.
- 8.5. IF THE HIRER:
 - (A) PERMITS THE USE OF THE VEHICLE BY PERSONS OTHER THAN THE HIRER OR ADDITIONAL DRIVER, OR
 - (B) IS IN BREACH OF ANY OF THE TERMS OF THIS AGREEMENT; OR
 - (C) USES OR IF THE VEHICLE IS USED BY ANY PERSON OFF A PAVED ROAD AND OR IN A RECKLESS ABUSIVE OR WANTON MANNER; OR
 - (D) MISUSES OR IF THE VEHICLE IS MISUSED BY ANY PERSON; OR
 - (E) ALCOHOL OR INTOXICANT OF DRUGS/MEDICATION THEN THE HIRER AND THE ADDITIONAL DRIVER SHALL BE LIABLE FOR ANY AND ALL LOSS OR DAMAGE TO THE VEHICLE INCLUDING THE LOSS OR DAMAGE SUFFERED BY THE OWNER. THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS IN ALL RESPECTS ROADWORTHY AND IN PROPER AND SAFE CONDITION. THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS IN ALL RESPECTS ROADWORTHY AND IN PROPER AND SAFE CONDITION. THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS IN ALL RESPECTS ROADWORTHY AND IN PROPER AND SAFE CONDITION. THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS IN ALL RESPECTS ROADWORTHY AND IN PROPER AND SAFE CONDITION.
- 8.6. In the event that the excess as well as insurance cover levied by the Owner's insurers is increased, the rate for both Loss Damage Waiver and insurance premiums shall be increased to such rate as shall be determined by the Owner in its absolute discretion.

9. PAYMENT OF CHARGES

- 9.1. The Hirer shall pay without demand the rental charges described on the reverse side in advance in advance of the Rental Period upon entering into this Agreement and other charges (in any) incurred during the Rental Period upon returning the Vehicle after Rental Period ended.
- 9.2. If the Owner makes an error or omission in calculating the total rental and other charges due, or has not had a reasonable time to assess them or is unaware of certain charges at the commencement of the Agreement, then upon the return of the Vehicle, the Owner may make further demands on the Hirer and the Hirer shall pay to the Owner the amounts owing on such demand.

- 9.3. The Owner shall be entitled to an administrative, service charge and interest for late payment at the rate of two percent (2%) per month on any rental or other charges (if any) remaining unpaid after the date on which in addition, the Owner shall further be entitled to impose a late payment fee of \$550.00 should the rental or other charges remain unpaid after the date on which they are due and payable.

10. COMPUTATION OF CHARGES

- 10.1. Pursuant to Clause 9 herein, the Hirer shall pay the Owner the total of the following charge:
 - (a) TIME AND KILOMETRE CHARGES. Computed at the rate shown in the Agreement (distances travelled in kilometers shall be determined by reading the factory installed odometer). If the Vehicle is not returned to the renting location, the Hirer shall also pay the drop-off charges in accordance with the Owner's current brochure available at the renting location.
 - (b) REFUELLING SERVICE CHARGES. The Vehicle will have a full tank or premium unleaded 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 a full tank 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 and an administrative fee of \$550.00.
 - (c) LDW AND OTHER CHARGES. In accordance with the Owner's current brochure available, if applicable.
 - (d) PERSONAL ACCIDENT INSURANCE CHARGES. In accordance with the Owner's current brochure available, if applicable.
 - (e) TAXES GST AND ANY OTHER. Applicable sales, use and excise taxes, and any amount charged by the Owner as reimbursement for taxes paid. All such charges paid to the Owner shall be net of any withholding tax requirement.
 - (f) FINES AND OTHER EXPENSES. The Hirer shall pay such fines, penalties, forfeitures, court costs and other expenses that may be assessed against the Owner but which are due by reason of the Hirer's possession or use of the Vehicle. The Owner is entitled to charge an additional administrative fee of \$550.00 per incident.

11. BREACH OF AGREEMENT

- 11.1. If the Hirer is in breach of any terms of this Agreement or if the Vehicle is confiscated or seized by any government or other relevant authority, the Hirer shall pay to the Owner all costs damages losses and expenses whatsoever incurred or sustained by the Owner as a result thereof or incurred in enforcing this agreement including all legal costs on a solicitor and client basis.

12. NO LIABILITY FOR PROPERTY

- 12.1. The Owner is not responsible for loss or damage to any property left, stored, loaded or transported by the Hirer, the Additional Driver or any other person in or upon the Vehicle, or left with any agent 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 agent and servants and hold them harmless from any such claims.

13. PROHIBITED USES OF VEHICLE

- 13.1. The Vehicle shall not be used:
 - (a) to carry person or property for hire;
 - (b) to propel or tow any vehicle, trailer or other object;
 - (c) to participate in any race, test or contest or for any purpose other than domestic and social purposes;
 - (d) for any illegal purposes;
 - (e) to instruct an unlicensed person in the operation of the Vehicle;
 - (f) to carry persons other than in the passenger compartment of the Vehicle;
 - (g) to carry passengers or goods beyond its rated capacity;
 - (h) by the Hirer, the Additional Driver or any other persons under the influence of any drug or intoxicating liquid or substance;
 - (i) outside the Republic of Singapore unless otherwise authorized by the Owner in writing and unless payment of the appropriate charges is made to the Owner prior to the Vehicle Being driven by the Hirer into West Malaysia.
- 13.2. The Vehicle shall not be driven by any person other than the Hirer and Additional Driver.
- 13.3. The Hirer and Additional Driver shall be above 21 years for all vehicle with the exception of BMW or Groups, which requires a minimum age of 25 years. Maximum age will be at 65 years.
- 13.4. The Hirer further declares that the information given to the Owner, his servant or agent (whether oral or in writing) including that contained herein is neither false nor misleading.
- 13.5. The Hirer and the Additional Driver shall be in possession of valid driving licenses and have a minimum of one (1) year regular and qualified driving license.

14. INSURANCE

- 14.1. The Vehicle is insured under a standard motor vehicle insurance policy in accordance with the laws of Singapore covering liability of the Hirer and the Additional Driver, in respect of third party injury or death and passenger risk liability. The Hirer agrees to be bound by the terms and conditions of the insurance policy, a copy of which is available for inspection at the renting location. The Hirer agrees to protect the interest of the Owner and the insurance company in the event of accident by:
 - (a) obtaining names and addresses of all parties involved and of witnesses;
 - (b) not admitting liability or guilt without the prior consent of the Owner;
 - (c) not abandoning the Vehicle without adequate provisions for safeguarding and securing the same;
 - (d) giving a detailed report including diagram even in cases of slight damage within 24 hours to the nearest police station;
 - (e) notifying the Owner's insurers immediately of such accidents and submitting a duly completed Motor Accident Report Form;
 - (f) delivering correspondence, writ or documents of any kind received by the Hirer or Additional Driver relating to any accident involving the Vehicle while rented under this Agreement. The Hirer and Additional Driver shall cooperate fully with the Owner in the investigation and defence of any claim prosecution or suit;
 - (g) not admit or compound any claim, summons or charge either partially or in full without the consent in writing of the Owner.

15. PREVIOUS INSURANCE POLICIES

- 15.1. The Hirer declares that he no company or underwriter in connection with motor insurance for the Hirer and/or Additional Driver has at any time:
 - (a) declined any proposals or applications;
 - (b) refused to renew any policy;
 - (c) required an increase premium or imposed special conditions; or
 - (d) cancelled any policy.

16. REPLACEMENT VEHICLE

- 16.1. If any vehicle reserved by the Hirer prior to the commencement of this Agreement is not available, the Owner shall replace the vehicle with an alternative vehicle of similar seating capacity and the Hirer shall have no claim of any kind whatsoever against the Owner.
- 16.2. For any reason the Owner deems it impracticable to repair any damage caused to the Vehicle (but not such as to amount to a total loss) the Owner shall have the right (but not the obligation) to replace the Vehicle with an alternative Vehicle of similar seating and engine capacity.
- 16.3. The vehicles shown are examples and non-guaranteed. Specific makes/models/colours within a car class may vary in availability and features such as passenger seating, luggage capacity, equipment and mileage.

17. ROOF RACK/ADDITIONAL ACCESSORIES

- 17.1. The Hirer hires/affixes a roof rack or other accessories for use 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 use thereof.
- 17.2. The Hirer shall not affix or attach any accessory or accessories in or to the Vehicle without the written consent of the Owner.
- 17.3. Notwithstanding the consent given by the Owner pursuant to Clause 17.2 herein the use of any approved accessory or accessories shall be at the Hirer's own risk and the Owner shall not be held liable or responsible for any claim damage or loss arising directly or indirectly from the use thereof.
- 17.4. The Hirer shall not remove, alter or in any way tamper with any markings found in or on the Vehicle.
- 17.5. The Hirer shall not remove or change the paint work on the Vehicle shall be restored to its original colour upon the expiration of the Rental Period or termination of this Agreement and the cost of such restoration shall be borne by the Hirer.

18. ELECTRONIC ROAD PRICING

- 18.1. The Hirer is responsible for the Electronic Road Pricing (ERP) charges during the operative hours.

19. ASSIGNMENT

- 19.1. The Hirer shall not sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of the Vehicle or any part thereof (unless authorized hereunder) and this Agreement may not assigned or transferred by the Hirer.

20. WAIVER/MODIFICATION OF TERMS

- 20.1. No term or condition of this Agreement may be waived or modified except in writing signed by the Owner's authorized representative.
- 20.2. No forbearance, indulgence or relaxation on the part of the Owner shown or granted to the Hirer in enforcing any of the terms or conditions herein shall in any way diminish, restrict or prejudice the rights or powers of the Owner pursuant to this Agreement or operate as or be deemed to be a waiver of any breach of the terms and conditions herein on the part of the Hirer, nor shall any waiver in writing of a breach of a term of this Agreement operate as a waiver of a breach of any other term of this Agreement or as a waiver of any subsequent or continuing breach.

21. GOVERNING LAW

- 21.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Hirer hereby submits to the exclusive jurisdiction of the Singapore Courts.

22. SEVERANCE

- 22.1. If any provision in this Agreement is void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

23. NOTICE/DEMAND

- 23.1. 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 by or lost through the post.

24. INDEMNITY

- 24.1. The Hirer agrees to indemnify the Owner against all actions claims demands proceeding costs or expenses damages loss and liabilities whatsoever arising out of any breach by the Hirer of any of the terms and conditions herein or in respect of or out of the use of the Vehicle or otherwise.

25. LIQUIDATED DAMAGES

- 25.1. If the Hirer shall for any reason whatsoever terminate the Agreement before the expiration of the Rental Period, the Hirer shall pay to the Owner by the way of liquidated and not as a penalty the remainder of the rental charges which would otherwise be payable by the Hirer on the balance of the Rental Period.

**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

Third Party Insurer Enquiry

Our Ref No: GR-20-144404

Date of Request: 20/11/2020

Your Ref No:

Online Purchase

Performance Motors Limited
303 Alexandra Road
Sime Darby Performance Centre
Singapore 159941

Dear Sir/Madam,

Enquiry Date 20/11/2020
Enquiry By Melanie Setiawati
TP Vehicle No. SMF9623H
Accident Date 19/11/2020

Enquiry Result

TP Vehicle No.	Insurer	Period of Insurance	Insurer Tel. No.
SMF9623H	India International Insurance Pte Ltd	28/01/2020-27/01/2021	63476100

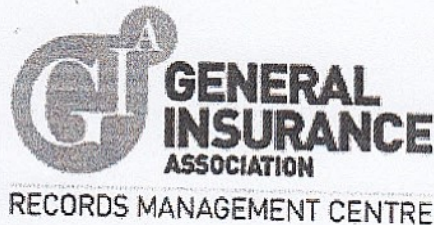
Thank You.

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.

11/20/2020

Invoice



**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

TAX INVOICE

Our Ref No: GR-20-144404
Date of Request: 20/11/2020

Your Ref No: Online Purchase

Performance Motors Limited
303 Alexandra Road
Sime Darby Performance Centre
Singapore 159941

Dear Sir/Madam,

Enquiry Date: 20/11/2020
Enquiry By: Melanie Setiawati
TP Vehicle No: SMF9623H
Accident Date: 19/11/2020

DESCRIPTION	AMOUNT (S\$)
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

Claim Audit

AUDIT TRAIL				
No.	On	Audit	Remarks	By
1	20 Nov 2020 16:00	Cim Dtl Modified	Claimant's Name: -> LEE KOK YONG ALLAN.	[A] Lee Su Li
2	20 Nov 2020 16:00	Cim Veh Model Changed	(204813) BMW 320I 2.0 SEDAN LED NAV (A).	[A] Lee Su Li
3	20 Nov 2020 16:00	Cim Created	Reg No: SMV7676J. Acct Date: 2020/11/19. Claim Type: TP. Insurer: India International Insurance Pte Ltd (HQ). Workshop: Performance Motors Limited (Alexandra)	[A] Lee Su Li
4	20 Nov 2020 16:00	Adj Co Assigned	LKK Auto Consultants Pte Ltd (HQ):	[A] Lee Su Li
5	20 Nov 2020 16:00	Adj Next Rpt Changed	Next Rpt:Final Rpt.Due Date:2020/12/01	[A] Lee Su Li
6	20 Nov 2020 16:00	Adj Mandate Set	Approved:0.00.Reinsp:Adj decides.	[A] Lee Su Li
7	20 Nov 2020 16:00	Label Added	(30653):Direct Settlement.	[A] Lee Su Li
8	20 Nov 2020 16:00	Adj Adjuster Assigned	[None] -> ACCUSER4	[A] Lee Su Li
9	26 Nov 2020 08:35	Adj Mandate Request	Cur.Req:0.00:PODS Liability: 100%(BOLA 27) Remarks: 3rd party video sent to III via email dated 26/11/2020	[A] CHEW HSIAO TONG
10	27 Nov 2020 16:08	Video Downloaded	Downloaded Video - Accident-TP	[A] CHEW HSIAO TONG
11	27 Nov 2020 17:56	Adj Next Rpt Changed	Next Rpt:Final Rpt.Due Date:2020/12/01. Mandate Remarks: Agree to do direct settlement. Please revert with your quantum advice	[I] Sundari Nagarajan
12	27 Nov 2020 17:56	Adj Mandate Set	Approved:0.00:Agree to do direct settlement. Please revert with your quantum advice	[I] Sundari Nagarajan
13	02 Dec 2020 15:12	Adj Adjuster Assigned	ACCUSER4 -> MOHD RASUL	[A] Lee Su Li
14	13 Jan 2021 13:23	Adj Rpt Initiated		[A] JOANNE LEE KHANG MIN
15	13 Jan 2021 13:23	Cim Dtl Modified	Insured Name: -> -. Insured ID: -> -. Claim Conclusion: -> 3.	[A] JOANNE LEE KHANG MIN
16	13 Jan 2021 13:23	Cim Dtl Modified	JPJ Reg. Date: -> 2020/10/20.	[A] JOANNE LEE KHANG MIN
17	13 Jan 2021 13:23	Cim Details Notified		[A] JOANNE LEE KHANG MIN
18	13 Jan 2021 15:57	Adj Mandate Request	Cur.Req:4631.89:PODS Liability: 100% *Quantum: (a)CORw/GST: \$4,244.69 + (b)LORw/GST(3days x \$1 20.00): \$385.20 + (c)LTA/GIA search fee: \$2.00 = Total: \$4,631.89 *Vehicle Model: BMW 320I (1998cc) *3 recommendation repair days *For your approval p	[A] CHEW HSIAO TONG
19	13 Jan 2021 22:40	Adj Next Rpt Changed	Cur Rpt:Final Rpt. Cur Due Date:2020/12/01. Mandate Remarks: Please request TP WS to raise Tax Invoice for Cost of repairs in III's name	[I] Sundari Nagarajan
20	13 Jan 2021 22:40	Adj Mandate Set	Approved:4631.89:Please request TP WS to raise Tax Invoice for Cost of repairs in III's name	[I] Sundari Nagarajan

Date From  Date To  Audit Type None 

ACTIVITY

No record

Merimen Billing for this case - Transaction History

Bill Ref No	Bill Date	Bill Type	Acc Type	Acc Name	Co Name (Branch)	Ref 1	Ref 2	Amount
2643592	23 Nov 2020 08:28:38	TP Case (Insurer)	Motor	LKK Auto Consultants Pte Ltd	India International Insurance Pte Ltd (HQ)	SMV7676J	SMF9623H	11.00
2647867	26 Nov 2020 11:51:42	Video Upload	Motor	India International Insurance Pte Ltd (HQ)	India International Insurance Pte Ltd (HQ)	SMV7676J	Sundari Nagarajan	xx.xx
2647868	26 Nov 2020 11:51:42	Video Upload	Motor	India International Insurance Pte Ltd (HQ)	India International Insurance Pte Ltd (HQ)	SMV7676J	Sundari Nagarajan	xx.xx
2661234	13 Jan 2021 13:23:10	OD/TP Case (Adjuster)	Motor	LKK Auto Consultants Pte Ltd	LKK Auto Consultants Pte Ltd (HQ)	SMV7676J	SMF9623H	11.00